



JEFFERSON
COUNTY COLORADO

**Jefferson County Board of Adjustment
Hybrid Hearing Meeting
AGENDA**

December 21, 2022, 9:00 a.m.

Hearing Room 1 / Virtual Hearing via WebEx Events / Webinars

100 Jefferson County Pkwy

Golden, CO 80419

Instructions for Public Comment/Public Testimony for Virtual Hearings via WebEx Events:

If a citizen wishes to make public comment or provide public testimony virtually during the hearing, she/he will be required to log into the meeting using a computer. (Note: Public Comment is not taken during the Pre-Meeting.)

When you log into the online event, please send a Chat message to the Host (staff), if you wish to provide general comments or comments related to a specific case on the agenda. Please provide your first and last name, address, and the topic of your comment or case number, and you will receive confirmation once you have been added to the list.

During the designated time for public comment or public testimony on a specific case, your name will be called in the order it was received. Your microphone will be unmuted once your name has been called. You will have three minutes to provide your testimony, or ten minutes if you represent a Registered Association.

If you plan on testifying at the hearing, please contact the case manager listed on the agenda so we can be sure your voice is heard. If you want to present documents, images or a presentation to the Board of Adjustment, please send the files to the case manager prior to the hearing (24 hours at the latest) so we can ensure these documents are able to be presented during the hearing.

Event links can be found below or here: <https://www.jeffco.us/meetings>

Pre-Meeting: Faye Griffin Room / Webex Events (8:30 a.m. – 9:00 a.m.)

Pre-Meeting Connection Details (No Public Comment is taken):

Join the WebEx meeting from here:

<https://jeffco.webex.com/jeffco/onstage/g.php?MTID=e1664d67a27a77d2c5c86e2b50d6cbd8e>

Access Information

Event Number: 2489 411 1046

Event Password: mEGvSPkX796 (This event does not require a password.)

Audio Connection

(720) 650-7664 Access Code: 2489 411 1046

Comments:

1. Director of Planning and Zoning
2. Planning Manager
3. Legal Counsel
4. Administrative Assistant
5. Board Members
6. Case Review

Hearing: Hearing Room 1 / Webex Events (Approximately 9:00 a.m.)

Board of Adjustment Hearing Connection Details:

Join the WebEx meeting from here:

<https://jeffco.webex.com/jeffco/onstage/g.php?MTID=ec8c6629e04c384152c13facc571bc9e8>

Access Information

Event Number: 2492 892 8589

Event Password: y7qGJDhSV73 (This event does not require a password.)

Audio Connection

(720) 650-7664 Access Code: 2492 892 8589

Pages

1. Call to Order
2. Discussion of Hybrid Meeting Procedures
3. Pledge of Allegiance
4. Approval of Minutes
5. Nominations for the 1-4-23 Election of Board Officers
6. Consent Agenda
No cases were scheduled for the Consent Agenda.
7. Regular Agenda

- 7.1 **22-120376VC** 4
Special Exception
Owner/Applicant: John R. Embry and Julie Embry
Location: 32392 Lodgepole Dr, Evergreen
Section 30, Township 5 South, Range 71 West
Approximate Area: 1.04 Acres
Zoning: Mountain Residential-One (MR-1)
Purpose: To allow a Short-Term Rental
Case Manager: Allie McGahee
- 7.2 **22-127822VC** 71
Special Exception
Owner/Applicant: Michael D. Auld and Delwyn Van Essen
Location: 8425 Doubleheader Ranch Road, Morrison
Section 5, Township 6 South, Range 70 West
Approximate Area: 2.7 Acres
Zoning: Agricultural-One (A-1)
Purpose: To allow a Short-Term Rental
Case Manager: Sara Kohles
- 7.3 **22-125937VC** 132
Special Exception
Owner/Applicant: Manuel Rodriguez
Location: 28646 Summit Ranch Drive, Golden
Section 10, Township 5 South, Range 71 West
Approximate Area: 4.51 Acres
Zoning: Suburban Residential-Five (SR-5)
Purpose: To allow a Short-Term Rental
Case Manager: Sara Kohles
8. Other Items For Discussion or Review
9. Adjournment

CASE SUMMARY
Regular Agenda

BOA Hearing Date: December 21, 2022

22-120376VC Special Exception

Owner/Applicant: John R. Embry and Julie Embry

Location: 32392 Lodgepole Dr, Evergreen
Section 30, Township 5 South, Range 71 West

Approximate Area: 1.04 Acres

Zoning: Mountain Residential-One (MR-1)

Purpose: **To allow a Short-Term Rental**

Case Manager: Allie McGahee

Issues:

- None

Recommendations:

- **Staff:** Recommends **approval** subject to conditions

Interested Parties:

- None

Level of Community Interest: Low

Case Manager Information: Phone: 303-271-8736 e-mail: almcgahe@jeffco.us

Staff Report

BOA Hearing Date: December 21, 2022

22-120376VC Special Exception

Owner/Applicant: John R. Embry and Julie Embry

Location: 32392 Lodgepole Drive, Evergreen
Section 30, Township 5 South, Range 71 West

Approximate Area: 1.04 Acres

Zoning: Mountain Residential-One (MR-1)

Purpose: **To allow a Short-Term Rental**

Case Manager: Allie McGahee

Previous Actions: None

Surrounding Zoning: North: Mountain Residential-One (MR-1)
South: Mountain Residential-One (MR-1)
East: Mountain Residential-One (MR-1)
West: Mountain Residential-One (MR-1)

Existing Use: Residential

Existing Structures: Single-Family Home

Services: Evergreen Fire Protection District
Brook Forest Water District
Individual Septic

BACKGROUND/DISCUSSION:

The applicant is requesting to use their residence at 32392 Lodgepole Drive as a Short-Term Rental (STR). The residence is a four-bedroom home on a 1.04-acre parcel. The property and residence meet all requirements for a Special Exception to allow a STR.

SITE CHARACTERISTICS AND IMPACTS:

The property is located northwest of the intersection of South Brook Forest Road and Blue Spruce Lane. The property takes access from Lodgepole Drive, an unpaved County-maintained Road. The site has a single-family dwelling with an attached garage. The site contains a variety of trees and shrubs and has slopes ranging from 20%-50% across the property. The subject property and current site conditions are in line with the overall character of the neighborhood.

ZONING REQUIREMENTS AND ANALYSIS:

Section 11.B.2.e of the Jefferson County Zoning Resolution provides criteria for the Board of Adjustment to review for a Special Exception for a STR. With respect to a short-term rental of a single-family dwelling, the following criteria are analyzed:

(1) The Board of Adjustment may permit a short-term rental within the R-1, RR, MR-1, SR-1, SR-2, SR-5, A-1, A-2 or A-35 zone districts or a comparable Planned Development zone district.

(a) The Board of Adjustment, in reviewing and making its decision upon such applications shall consider the impacts of the proposed use upon property in the surrounding area, including but not limited to:

(a-1) Traffic impacts, volume of trips, safety and access;

The property has adequate parking for at least five vehicles. The parking spaces allow independent egress in the event of emergency.

(a-2) Fire hazards;

The property is served by the Evergreen Fire Protection District. The subject property is within the Wildland Urban Interface Overlay District, which requires the property to obtain a Defensible Space permit for a Short-Term Rental. The Zoning Resolution prohibits Short-Term Rentals from having outdoor fires using wood or charcoal as fuel.

(a-3) Visual and aesthetic impact, including bulk and scale of buildings as they relate to the uses on surrounding properties;

No negative visual impacts will be created by the approval of this application. The single-family dwelling is the only structure that will be used as a Short-Term Rental, and no additions to the dwelling are proposed.

(a-4) Noise;

The Short-Term Rental use must comply with the County's Noise Abatement Policy. The Jefferson County Sheriff's Office enforces this regulatory policy. The nearest home is approximately 110-feet from the subject property home.

(a-5) Drainage, erosion and flood hazards;

There is not a FEMA Floodplain on the property therefore the proposed Short-Term Rental would not increase the deleterious effects of flood hazards, drainage, or erosion on the property.

(a-6) Community character;

The home was originally built in 1970. Allowing this residential property to become a Short-Term Rental would not affect community character, as it will remain residential.

(a-7) Adequate water and sewage disposal availability;

The property is served by Brook Forest Water District and an individual septic system. The septic system is rated for four bedrooms, which would allow for eight total overnight occupants, per Jefferson County Public Health (Public Health) guidelines.

(a-8) The availability of methods of mitigating the negative impacts of the proposed use upon the surrounding area;

The single-family dwelling to be used as the Short-Term Rental meets all lot and building standards of the underlying zone district. The property also provides adequate parking for the home's use as a Short-Term Rental and single-family residence to ensure that all vehicles will be parked on site.

(a-9) The compatibility of the short-term rental with the existing and allowable land uses in the surrounding area; and

The structure in which the Short-Term Rental would be conducted is residential in nature which is compatible with the surrounding residential uses.

(a-10) The effect upon health, safety and welfare of the residents in the surrounding area.

Staff finds that the use of a Short-Term Rental would not create negative effects on the health, safety, or welfare of the residents in the surrounding area, since it would have similar impacts as a single-family residential property.

(2) Limitations upon Short-term Rental Special Exception Applications

(a) The lot, parcel, or boundary area subject to the Special Exception must conform to:

(a-1) A minimum lot size of one acre.

The subject property is 1.04 acres.

(a-2) Building standards of the underlying zone district.

The structure meets the lot and building standards of the MR-1 zone district.

(b) The proposed short-term rental shall provide a minimum of one (1) off-street parking space, plus one (1) additional off-street parking space per bedroom room. For example, a five-bedroom residence must have six off-street parking spaces to meet this criterion.

The property intended for short-term rental is allowed to rent four bedrooms per the property's septic rating. This would require five parking spaces. There is adequate parking provided in the driveway which allows for independent egress.

(c) The property owner shall comply with any defensible space requirements as set forth in the *Wildland Urban Interface Overlay District*.

The subject property is within the Wildland Urban Interface Overlay District and the applicant must complete a Defensible Space Permit.

(d) Valid water and sanitation must be provided either by an appropriate water and sanitation district or by a valid well permit and individual sewage disposal system (ISDS) permit specific to the property.

The property is served by the Brook Forest Water District and an individual septic system.

Jefferson County Public Health Form 1001 was completed by the Brook Forest Water District confirming water service for the property.

The On-Site Wastewater Permit number is 08-112448OW; it is rated for four bedrooms. Per the guidance provided by Public Health, the septic system rated for four bedrooms has an occupancy limit of eight persons.

(e) The lot, parcel, or boundary area subject to the Special Exception shall take legal access from a County maintained right-of-way or a private road that meets the minimum standard for private roads and driveways or non-maintained County right-of-way as set forth in the Jefferson County Roadway Design and Construction manual.

The Short-Term Rental takes access from Lodgepole Drive, an unpaved County-maintained Road.

(f) The short-term rental shall offer overnight accommodations in the primary single-family dwelling in existence on the property, not in an accessory dwelling unit. The entire property including accessory uses in the corresponding zone district may be utilized by the guests of the short-term rental.

The structure on the property to be rented is a single-family dwelling, and the property does not have an Accessory Dwelling Unit.

(g) The property owner may not, at the time of application for the Special Exception, be the subject of an ongoing zoning violation other than the short-term rental of a single-family dwelling.

There are no active violations on the property at the time of this report.

(h) No substantial detriment to the intent of the Zoning Resolution will be caused.

Staff finds that the approval of this Special Exception will not harm the intent of the Zoning Resolution, as the use is substantially similar to the residential uses already permitted on the property.

(3) Such Special Exception, if granted, will be valid for a period of six months from the date of the approval of the short-term rental Special Exception request and thereafter may be renewed annually after a complete rehearing by the Board of Adjustment to determine that the use is in compliance with the intent and purpose for which the Special Exception was granted.

(4) Upon an affirmative decision, the applicant shall submit a request for a Short-Term Rental Permit including documentation that all requirements and conditions of the Special Exception granted pursuant to this section have been fulfilled.

NOTIFICATION:

As a requirement of the Jefferson County Zoning Resolution, the following notice was provided for this proposal:

1. Notification of this proposed Special Exception application was mailed to adjacent property owners, (which includes the property owners on the opposite side of the public local street) and to the Registered Associations within which the property is located. The notification was sent 14 days prior to the Board of Adjustment Hearing.
2. One double-sided sign, identifying the nature of the Special Exception request, was provided to the applicant for posting on the site. The sign was provided to the applicant with instructions that the site be posted 14 days prior to the Board of Adjustment Hearing.

The Registered Associations that received notification are:

- Berrien Ranch Umbrella Group for Evergreen South
- Conifer & South Evergreen Community Committee
- Jefferson County Horse Council
- PLAN Jeffco

During the processing of the application, Staff received no written public comments.

ANALYSIS:

Staff has evaluated this request based on the requirements for the approval of a Special Exception request for a Short-Term Rental as listed in Section 11.B.2.e. of the Jefferson County Zoning Resolution. Staff finds that the applicant has met the requirements necessary to allow this request.

STAFF FINDINGS:

1. Staff finds that the applicant meets all the requirements under Section 11.B.2.e of the Jefferson County Zoning Resolution regarding Short-Term Rentals.
2. Staff recommends APPROVAL of Case No. 22-120376 VC, subject to the following conditions:
 - a. A Short-Term Rental Permit shall be obtained from Jefferson County Planning & Zoning prior to any rental of the property; and
 - b. This approval is granted for six months from the date of approval, or until June 21, 2023, and it shall be the responsibility of the applicant to apply for a renewal of this Special Exception within that timeframe; and
 - c. The Short-Term Rental must be limited to no more than eight persons based on the limitations of the On-Site Wastewater System.
 - d. The applicant shall send Planning & Zoning Staff a copy of the STR's advertisement(s) each month to confirm the STR is being advertised in accordance with the occupancy limitations required by the OWTS.

COMMENTS PREPARED BY:

Allie McGahee

Allie McGahee, Planner

Case Number (for staff use only): _____

This application may be used for Variance, Special Exception and Appeal requests before the Board of Adjustment, including relief from zoning regulations, short term rentals and some home occupations. Please refer to the reverse side of this page for submittal requirements.

Submit this application and all necessary documents electronically to pzpermits@jeffco.us.

Applicant and Site Details

32392 Lodgepole Dr	Evergreen	80439
Address of Subject Property, Legal Description and/or Parcel ID Number		City Zip
John & Julie Embry	divineenergyrn@gmail.com	720-570-6611
Property Owner	Email	Phone Number
32392 Lodgepole Dr	Evergreen	CO 80439
Mailing Address	City	State Zip
Contractor/Representative		Email Phone Number
For sign pick-up, please contact: Julie Embry		Email: divineenergy@gmail.com Phone Number: 720-570-6611

Specific Request

Short Term Rental

Applicant Acknowledgments

- Applications will not be accepted unless all submittal requirements have been met. If during staff review any application is found to contain incomplete and/or inaccurate information, the case may be postponed until all necessary submittal documentation has been received. Documents larger than 11 x 17 can be submitted electronically.
- I understand the filing fee is to cover costs of administration, research, and hearing of this case and is non-refundable.
- I hereby give permission for County staff and Board members to enter upon my property for purposes of site inspection and investigation. Please specify any extraordinary circumstances of which staff should be aware, i.e., the presence of dogs on the site, locked gates, etc. The property must be accessible for site inspection.
- The applicant will receive a copy of the Board's decision, which may be recorded through the Jefferson County Clerk & Recorder's Office.
- For Variance cases only: A Setback Verification Form will be required as a part of the Building Permit process for Variance cases involving relief from setback requirements.
- For Variance cases only: I have read and understand the BOA Variance guide, and certify the site plan or survey is fully accurate, depicting all structures on site.


Signature of Owner or Authorized Representative



06/11/2022
Date

Jefferson County Board of Adjustment Application

Case Number (for staff use only): _____

Submittal Requirements

The numbers checked with each specific type of request correspond to the numbered submittal requirements at the right. Additional documentation may be required, as determined by staff on a case-by-case basis.

Request: \$ _____ (additional notification fees will apply)

Variance	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<input type="checkbox"/> Lot size	X	X	A	X	X	X	X							
<input type="checkbox"/> Setback(s)	X	X	A	X	X	X	X	X						
<input type="checkbox"/> Parking	X	X	A	X	X	X		X				X		
<input type="checkbox"/> Height	X	X	A	X	X	X		X		X				
<input type="checkbox"/> Access Standards	X	X	A	X	X			X						
<input type="checkbox"/> Accessory Square Footage/Footprint	X	X	A	X	X	X	X	X	X					
Special Exception*	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<input type="checkbox"/> Home Occupation**	X	X	B	X	X	X		X	X		X	X	X	
<input checked="" type="checkbox"/> Short Term Rental**	X	X	C	X	X	X		X	X		X	X	X	
<input type="checkbox"/> Commercial Solar or Wind Installation	X	X	D	X	X	X		X		X		X		
Appeal	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<input type="checkbox"/> Director's Determination	X	X		X	X	X								X

List of Submittal Requirements

- Signed application form
- Cover letter
- Addendum A, B, C, or D
- Copy of current deed
- Proof of proper division of land (if parcel is Metes & Bounds or contains portions of platted lots)
- Letter of authorization if a contractor or other contact will appear on the owner's behalf
- Improvement Survey Plat (signed and stamped by licensed surveyor) depicting all property lines and all existing improvements on the property
- Detailed site plan showing proposed improvements
- Floor plans of existing and proposed structures
- Architectural elevations
- Photographs of the interior
- Parking plan (can be combed with 7 or 8)
- Evidence of water and/or wastewater service
- Other: _____

A. Variance Addendum
 B. Home Occupation Addendum
 C. Short Term Rental Addendum
 D. Commercial WECS/SECS Addendum

* Fees are online at our website at planning.jeffco.us. Make checks payable to Jefferson County Treasurer.

** Short Term Rentals and Home Occupations: It is the applicant's responsibility to renew a Special Exception prior to expiration.

Staff Use Only

Zoning of Site _____ Plat _____ Receipt _____ Renewal of Case Number _____ CV Case Number _____

Lot size Required _____ Lot Size Shown _____ FEMA Map Number _____ In a Floodplain? Yes No

Legal Access via: _____

Number of Postcards Required: _____ ISP Submitted (check one): Print Via email to: _____ N/A

Reviewed by _____ Date _____

Comments: _____

C. Short Term Rental Addendum

Case Number (for staff use only): _____

1. What is the size of this property? 1.04 acres

2. Does the property meet lot size standards of its zone district? Yes No

3. Does the dwelling meet setback, height and other standards of its zone district? Yes No

4. How many bedrooms are in the dwelling? 4

You must attach floor plans (drawn to scale) showing all areas of the dwelling.

5. What is the proposed maximum occupancy of the rental? 8

6. How many parking spaces are provided on-site? 5

You must attach a site plan with parking spaces marked.

7. How do you propose to mitigate any potential traffic impacts caused by this Short Term Rental?

Since we have plenty of parking spaces available on the property, there should be minimal impact on local traffic.

8. Is this property in the Wildfire Hazard Overlay District? Yes No

a. If yes, please list your Defensible Space Permit number: 22-126973 DS

If this permit is more than a year old, please confirm that you have maintained the defensible space on the property since the initial Defensible Space Permit was completed. Yes No

A new Defensible Space Permit may be a condition of approval, if deemed appropriate following a site visit to the property.

9. Are there floodplains on the property? Yes No

10. Water:

a. Public. Name of Water Provider: Brook Forest Water

b. Well. Well Permit Number, Well Type: _____

11. Wastewater:

a. Public sewer. Name Of Wastewater Provider: _____

b. Septic. On-Site Wastewater Permit Number: 17279

Max number of bedrooms: 4

Max number of occupants: 8

12. Access:

a. Legal access

For assistance with access questions please contact Planning & Zoning. To obtain copies of recorded access easements, please contact the Clerk & Recorder.

County-maintained road

Private, platted road. Plot Reception Number: _____

Private easement. Easement Reception Number: _____

Other. Explain: _____

b. Does the roadway meet County standards? Yes No Not Sure

13. Will the proposed Short Term Rental take place in an Accessory Dwelling Unit (ADU)? Yes No

14. Are there any active Zoning Violations on this property? Yes No

If yes, please list the violation number: _____

15. Will there be any changes to the structure as a part of this Short Term Rental? Yes No

16. Attach a copy of your house rules for renters. These must include the following:

a. Quiet hours

c. Rules regarding outdoor fires

b. Locations of carbon monoxide and fire/smoke alarms, and fire extinguishers

d. Contact information for a 24-hour local point person

6/11/22

Board of Adjustment:

We are requesting a Special Exception to convert our home into a Short-Term Rental property. We have a large home on over an acre of land with plenty of parking space. There is a beautiful mountain view and frequent wildlife visits that we would like to share with others. Although we travel intermittently, this is our primary residence and we may, at times, have specific areas locked and designated as private and not available for guests.

Thank you,

John & Julie Embry

32392 Lodgepole Dr

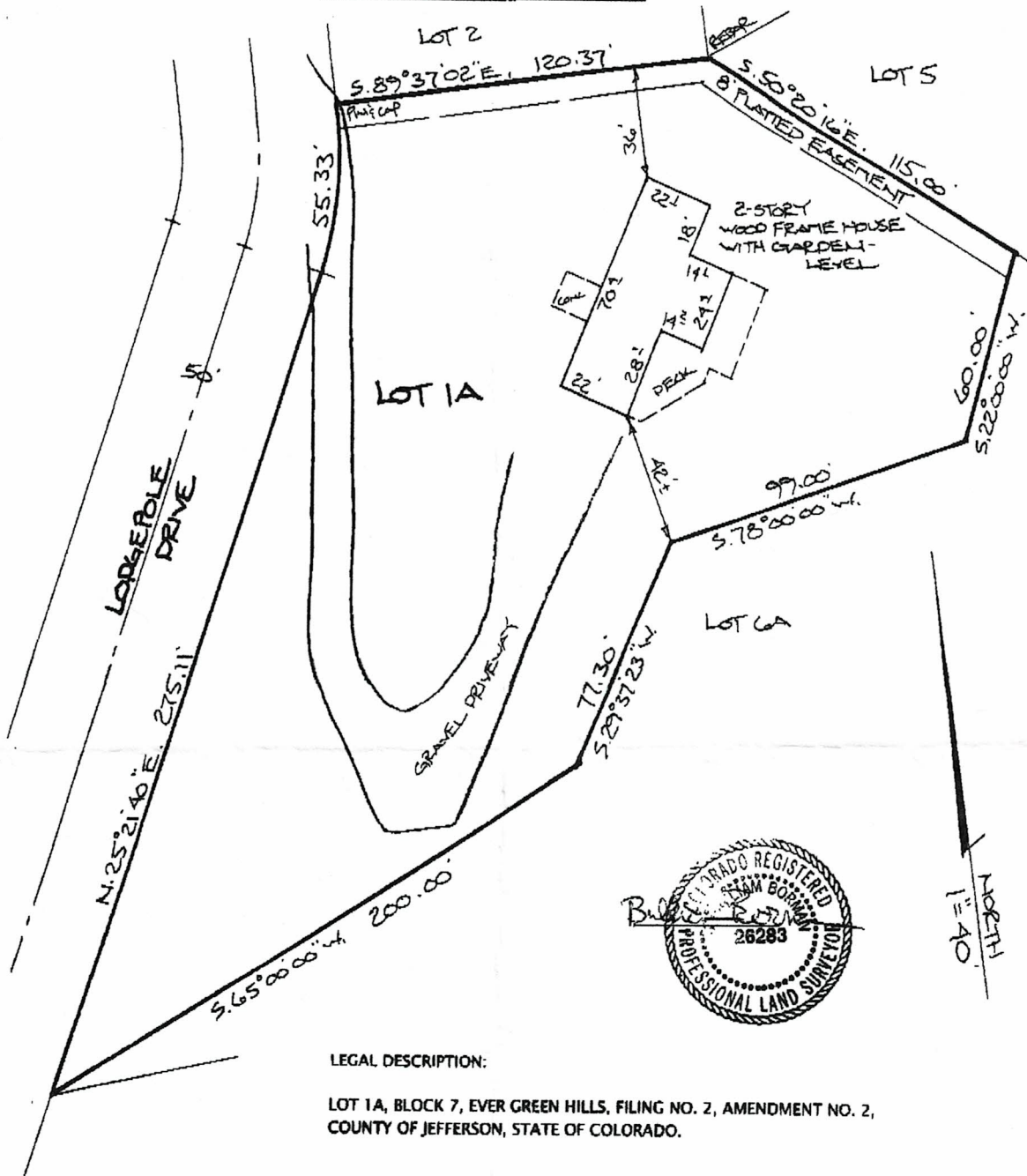
Evergreen, CO 80439

720-570-6611

IMPROVEMENT LOCATION CERTIFICATE

ORDERED BY: BONDURANT & ASSOCIATES
 BORROWER: HERMANN/RADIC
 TITLE COMM.: TRANSITION THE GONDOLIS
 PROPERTY ADDRESS: 32392 LODGEPOLE DR.

JOB NO.: 05-0105
 DATE: 1/14/2005



LEGAL DESCRIPTION:
 LOT 1A, BLOCK 7, EVER GREEN HILLS, FILING NO. 2, AMENDMENT NO. 2,
 COUNTY OF JEFFERSON, STATE OF COLORADO.

NOTE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTE: NO GUARANTEE AS TO THE ACCURACY OF THE INFORMATION CONTAINED ON THE ATTACHED MAP IS EITHER STATED OR IMPLIED UNLESS THIS COPY BEARS AN ORIGINAL SIGNATURE OF THE REGISTERED LAND SURVEYOR HEREON NAMED.

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR THE PERSON, CORPORATION, OR BUSINESS NAMED HEREON, THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENTS. I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE PARCEL HEREIN DESCRIBED (ON THE DATE SHOWN HEREON) EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS INDICATED, AND THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

 BORMAN SURVEYING, INC.

6079 PARK ST. EVERGREEN CO 8043
 PHONE: 303-674-6065
 FAX: 303-674-7648



CERTIFICATE OF WATER AND SEWER AVAILABILITY

This Certificate of Water and Sewer Availability must be signed by a representative of the health department and, if applicable, also by a representative of the water and sanitation district or agency supplying service. The certificate expires after one year, when the building permits are applied for, or if an expiration date is specified whichever comes first. There is NO FEE for this certificate.

32392 Lodgepole Drive October 7, 2022
JOB ADDRESS DATE

LEGAL DESCRIPTION

John and Julie Embry 32392 Lodgepole Drive Evergreen, CO 80439
OWNER ADDRESS CITY/ZIP PHONE

USE OF BUILDING Residential

SEWER SERVICE AVAILABILITY
() Onsite wastewater treatment system permit No: _____ for
_____ bedroom single family dwelling, or _____
Jefferson County Public Health Date
OR
() Public Sewer (District Name) _____
Sewer Agency Representative Date

WATER SERVICE AVAILABILITY
(X) WATER SERVICE AVAILABLE Name of
District Brook Forest Water District
NICKIE M HOLDER 10/7/22
Water District Representative or Authorized Agent Date

JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
260 S KIPLING ST, LAKEWOOD, CO 80226 (303) 239-7062 FAX: 239-7076

INDIVIDUAL SEWAGE DISPOSAL SYSTEM SITE INSTALLATION PLAN

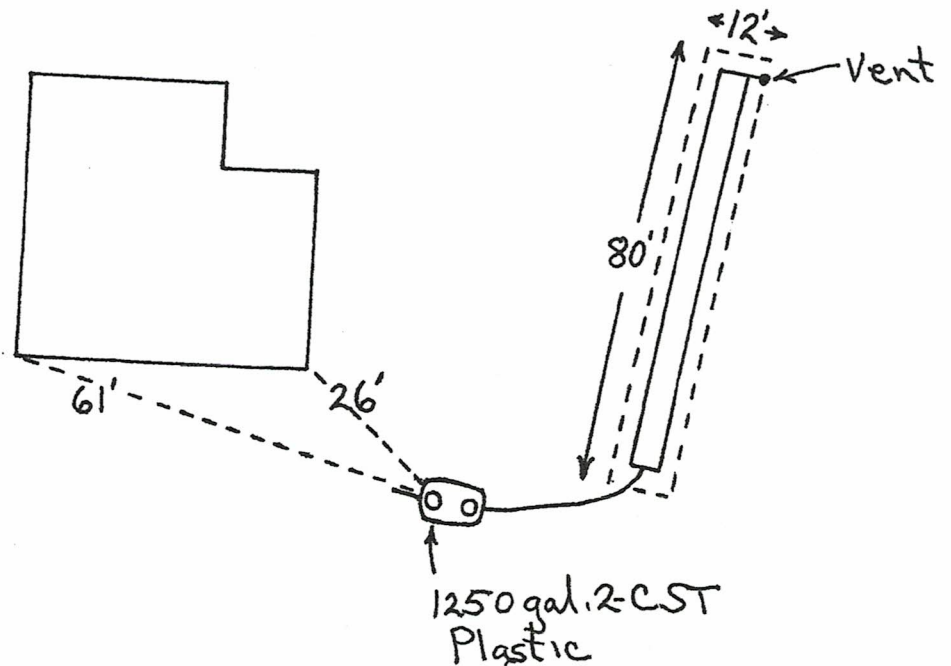
17279

ADDRESS: 32392 Lodgepole Drive
LEGAL: Lots 1, 6 & Tract C, Filing 2, Evergreen Hills
OWNER/APPLICANT: Jackie McQuaid
SYSTEM DESIGNED FOR: 4 Bedroom Single Family Dwelling

SEPTIC TANK SIZE (GAL): 1,250 ABSORPTION BED SIZE (ft²): 960

The individual sewage disposal system on this property was installed in accordance with the permit conditions and the Individual Sewage Disposal System Regulations of Jefferson County, Colorado.

INSPECTOR [Signature] FINAL APPROVAL DATE: 9-17-97



NOTE: This drawing is an "as built" sketch of the individual sewage disposal system. The distances, relative locations of structures, well, system components and compass directions are approximate.

JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
260 S KIPLING, LAKEWOOD CO 80226 (303) 239-7070 FAX: 239-7076

INDIVIDUAL SEWAGE DISPOSAL SYSTEM PERMIT NO 17279

ADDRESS: 32392 Lodgepole Drive
LEGAL: Lots 1, 6 & Tract C, Filing 2, Evergreen Hills
DESIGNED FOR: 4 Bedroom Single Family Dwelling
DATE OF ISSUANCE: August 25, 1997 (expires one year from this date)

ISSUED TO: Jackie McQuaid
32392 Lodgepole Drive
Evergreen CO 80439

INSPECTION (S) REQUIRED: **OPEN EXCAVATION AT 6 FOOT DEPTH**
FINAL INSPECTION

INSPECTION DAYS: **TUES, THURS (CALL 239-7070 BEFORE 9:00 a.m.)**

CALL 239-7070 BEFORE 9:00 A.M. TO SCHEDULE INSPECTIONS

The installation of this system is governed by the Individual Sewage Disposal System Regulations of Jefferson County in its entirety. Your attention is called to the following:

SIZE OF SEPTIC TANK (gal): 1,250 ABSORPTION AREA (ft²) 960

Unless **SPECIFICALLY** noted below, a minimum separation of at least 200 feet shall be maintained between all wells and absorption systems, on - or off-site, existing or proposed.

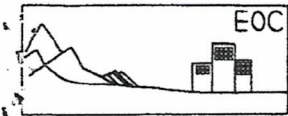
Maintain at least 10 feet between all system components and property lines.

BLASTING IS NOT PERMITTED WITHIN 200 FEET OF ANY EXISTING WELL.

REQUIRED ENGINEER CERTIFICATION suitability of the on-site or imported filter materials; final installation.

This sewage disposal system was installed by LITTLE ELC. and has been inspected and approved by the Jefferson County Department of Health and Environment. The owner assumes all responsibility in case of failure or other inadequacy of this sewage disposal system.

INSPECTOR [Signature] DATE 9-17-97



March 26, 1997

Greg McQuaid
32392 Lodgepole Drive
Evergreen, Colorado 80439

Subject: Onsite Wastewater System (OWS) Repair Design
Lots 1, 6, and Tract "C", Evergreen Hills, Filing 2
Jefferson County, Colorado
Job No. 8305E

Dear Mr. McQuaid,

As requested, we have investigated subsurface conditions and prepared an Onsite Wastewater System (OWS) repair design for the site.

SITE CONDITIONS

The investigated site is a 1.7 acre parcel. The subject site is located in a rural mountain area where OWS are required. The slope at the proposed drain field is 18% to the southeast. There is a heavy cover of native grasses at the proposed field site.

EXISTING AND PROPOSED CONSTRUCTION

A four bedroom residence exists in the north central portion of the site as indicated on Fig. 1. Jefferson County has no records regarding the existing OWS, however the existing septic tank has a 1000-gallon capacity. At the time of our site visit, the existing drain field was in a state of failure with effluent ponding on the ground surface.

The sewage load for a four bedroom dwelling is estimated at 600 gallons per day (GPD). The residence is served water by Brook Forest Water District. The proposed OWS will be located to the southeast of the residence.

SUBSURFACE CONDITIONS

Subsurface conditions were exposed in a test pit located at the proposed field site. The site has a thin topsoil layer, underlain by silty, gravelly sand to 3 foot, underlain by weathered quartz monzonite and granitic bedrock to 6 feet, the depth of the excavation. A gradation analysis was performed on material from the test pit excavation. The gradation indicated the material is a silty, gravelly sand, as depicted on Fig. 4.

RECOMMENDATIONS

The results of our investigation indicate an OWS can be installed at the location presented on Figs. 1 and 2. The OWS design is based on a sewage load of 600 GPD and an application rate of 0.95 gallons per day per square foot (GPD/ft²). We recommend the existing precast concrete septic tank be replaced with a 1250 gallon precast concrete septic tank, or add a separate 500 gallon tank. If a 500 gallon tank is added, the integrity of the existing septic tank is to be verified. As discussed with the owner, we also recommend the septic tank be fitted with a bio-tube effluent filter. This will limit the amount of solids that are introduced to the drain field and help to prevent field failure. We recommend the installation of a 12 feet by 80 feet "overexcavated" field, for an area of 960 square feet. The field should be constructed similar to the details presented on Figs. 2 and 3.

We believe the excavated bedrock will be suitable filter media if few particles larger than 3 inches in diameter are used in the overexcavated 4 feet below the dispersal gravel layer. **The filter material should be kept free of organic soil.** We recommend the silty, gravelly sand be collected from the drainfield excavation, and other onsite excavations, for use as filter media in the drain field. Additional filter material may have to be generated offsite if sufficient material is not found in the proposed excavations. Our office must be called to observe imported filter material and authorize its use.

OPERATION AND MAINTENANCE

The owner must realize an OWS is different from a public sewer system. The owner must be aware of and assume responsibility for continued maintenance of the system. We recommend the septic tank be pumped every 2 years. There are daily considerations such as not putting plastic or other nonbiodegradable materials into the septic system. Water use must be monitored so toilets are not allowed to run when seals malfunction. To illustrate the point, a running toilet can consume in excess of 1000 GPD. A 1000 GPD loading could flood the OWS and stress the onsite well.

LIMITATIONS

Our investigation, layout, design, and recommendations are based on data submitted. If conditions considerably different from those described in this report are encountered, we should be called to observe the conditions. If proposed construction is changed, we should be notified to evaluate the effect on the wastewater system. All construction is to be in accordance with the ISDS regulations. Pipe type and size, burial requirements, septic tank construction, and other specifications which are not depicted in our report are to conform to the requirements of the ISDS regulations. The installer of the system is to be approved by the County Health Department, and is to have demonstrated a knowledge of the ISDS regulations and requirements.

If there are any questions or if we can be of further service, please call. The project manager is Mark B. Reiner.

E. O. CHURCH, INC.

Roger J. Shafer

RJS/mbr
3 copies sent



LOTS 1, 6, AND TRACT "C", E. GREEN HILLS, FILING 2
JEFFERSON COUNTY, COLORADO

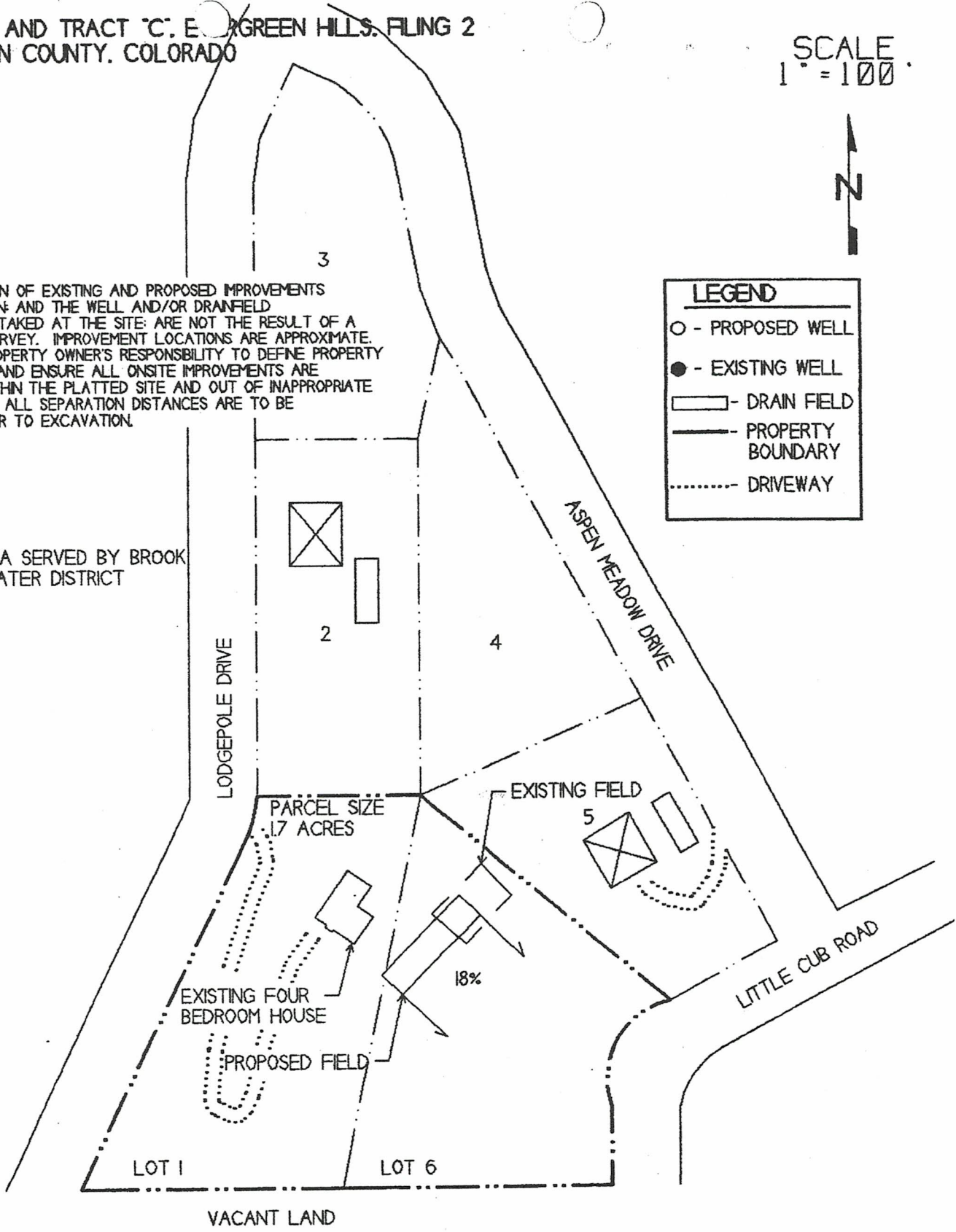
SCALE
1" = 100'



THE LOCATION OF EXISTING AND PROPOSED IMPROVEMENTS SHOWN HEREIN AND THE WELL AND/OR DRAINFIELD LOCATIONS STAKED AT THE SITE ARE NOT THE RESULT OF A PROPERTY SURVEY. IMPROVEMENT LOCATIONS ARE APPROXIMATE. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO DEFINE PROPERTY BOUNDARIES AND ENSURE ALL ONSITE IMPROVEMENTS ARE LOCATED WITHIN THE PLATTED SITE AND OUT OF INAPPROPRIATE EASEMENTS. ALL SEPARATION DISTANCES ARE TO BE VERIFIED PRIOR TO EXCAVATION.

NOTE: AREA SERVED BY BROOK FOREST WATER DISTRICT

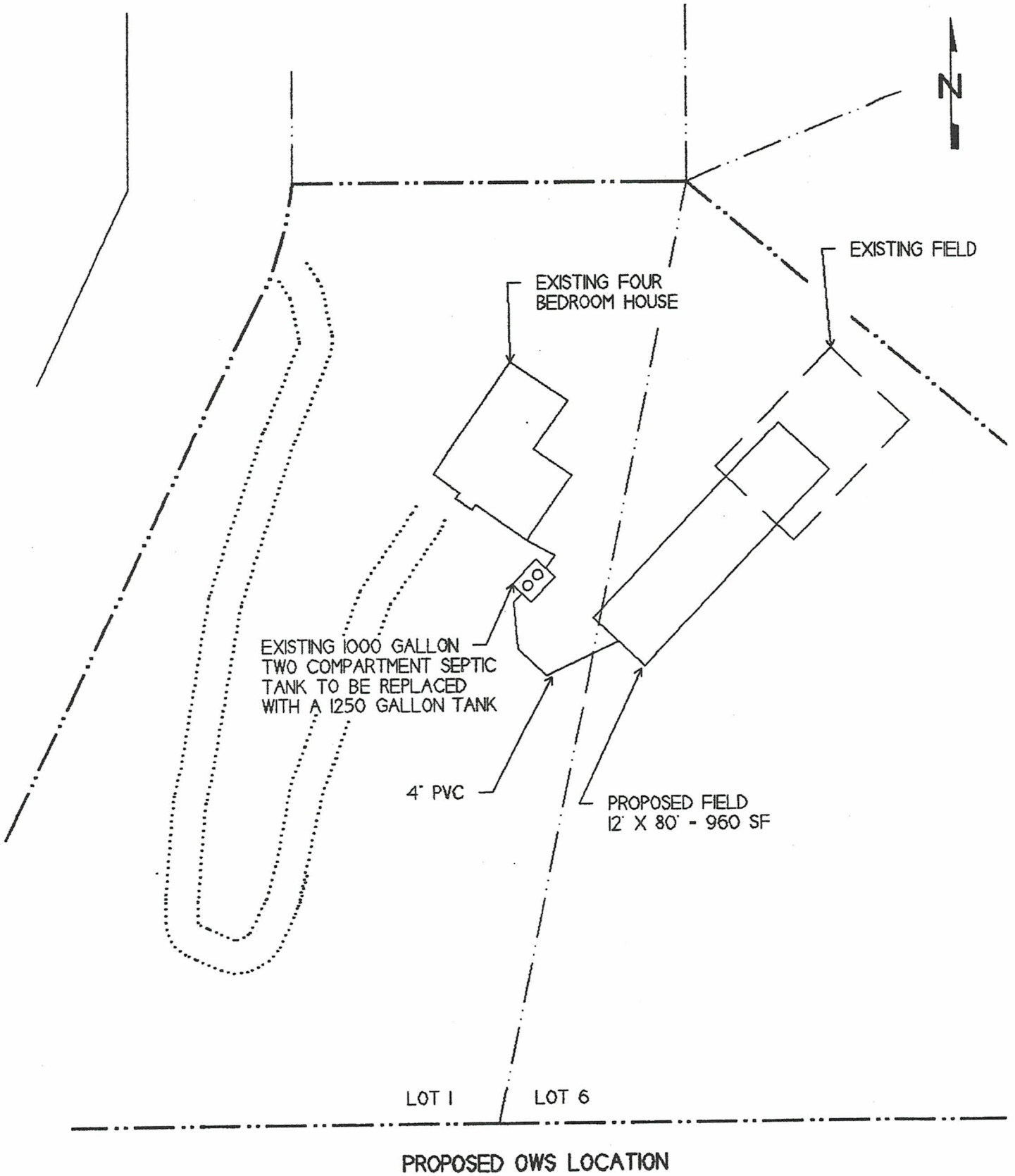
LEGEND	
○	PROPOSED WELL
●	EXISTING WELL
▭	DRAIN FIELD
—	PROPERTY BOUNDARY
⋯	DRIVEWAY



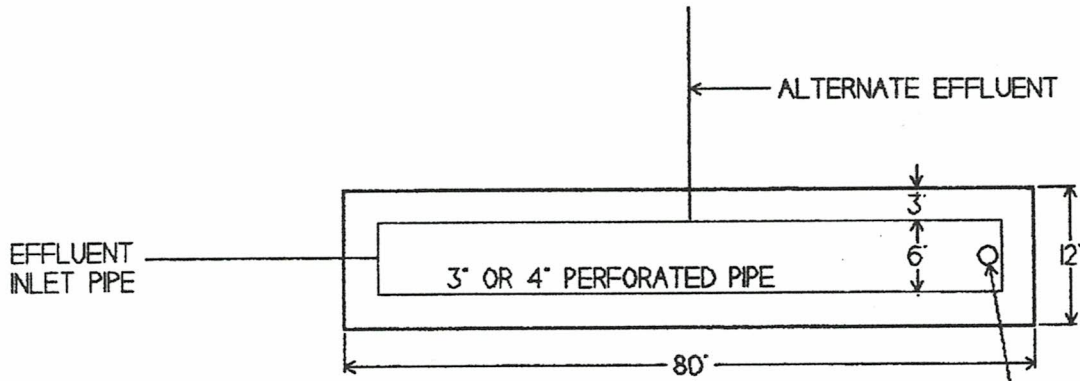
VICINITY SITE PLAN

LOTS 1, 6, AND TRACT "C", EVERGREEN HILLS, FILING 2
JEFFERSON COUNTY, COLORADO

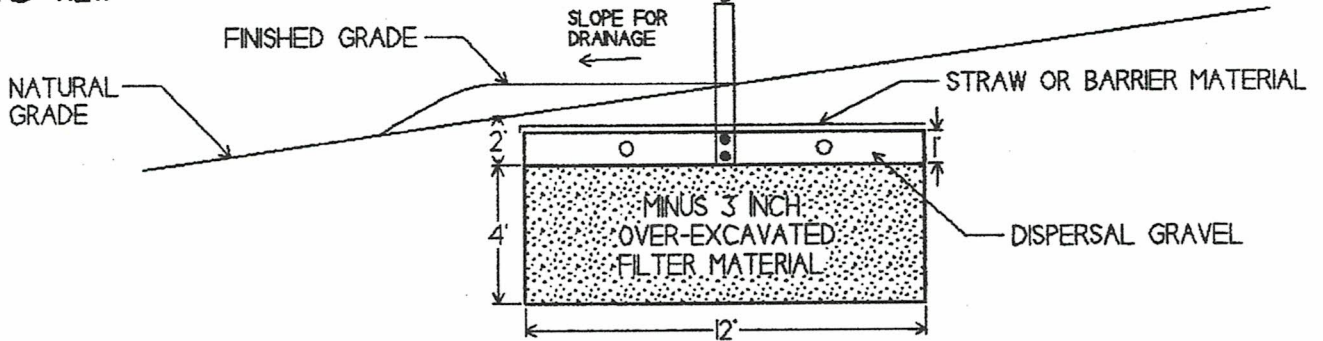
SCALE
1" = 40'



PLAN VIEW



END VIEW

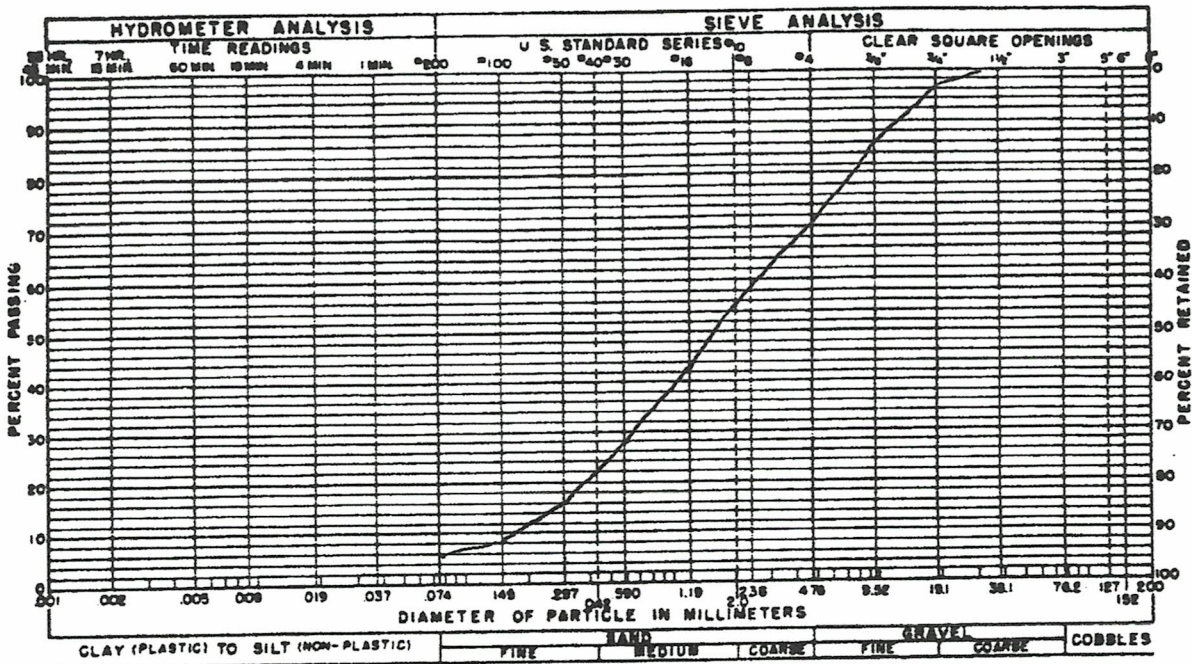


DESIGN CALCULATIONS

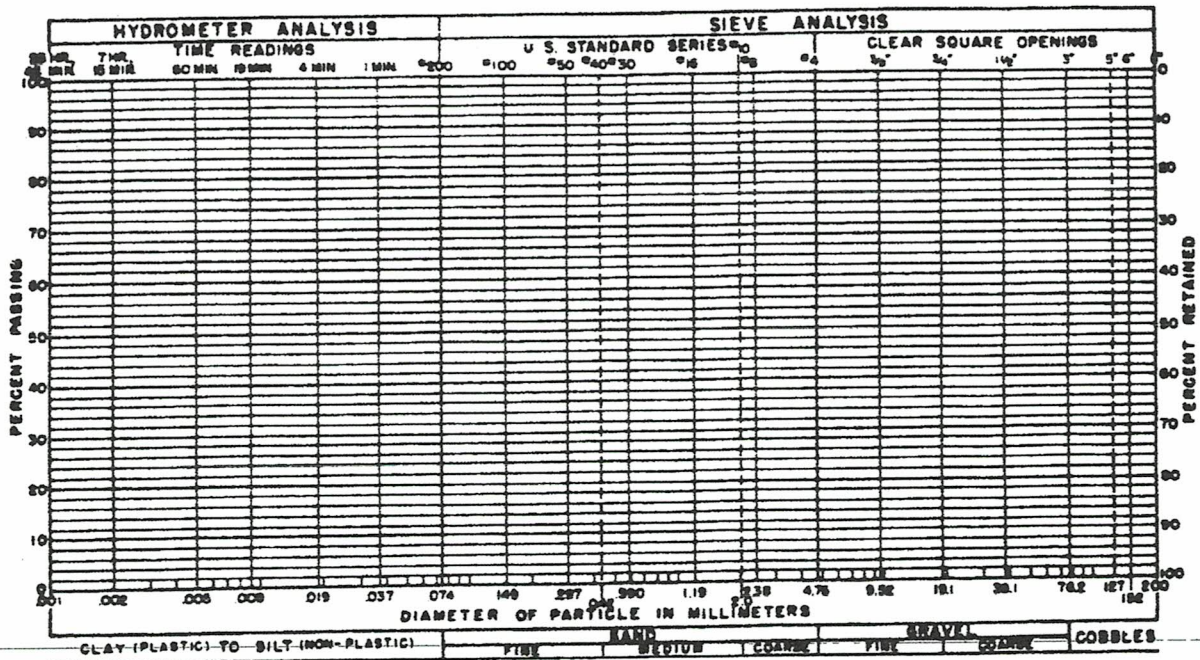
4 BEDROOM SINGLE FAMILY DWELLING
 LOAD q - 600 GPD AVERAGE
 SAND FILTER APPLICATION RATE - 0.95 GPD/SF
 $AREA = (1.5 \times 600) / 0.95$
 AREA REQUIRED - 948 SQUARE FEET

FIELD LENGTH - 80 FEET
 FIELD WIDTH - 12 FEET
 AREA PROPOSED - 960 SQUARE FEET
 FILTER MATERIAL - EXCAVATED ONSITE
 DISPERSAL GRAVEL - 1/2' - 2 1/2'

FIELD DETAILS



GRAVEL 29 % SAND 65 % SILT AND CLAY 6 %
 LIQUID LIMIT % PLASTICITY INDEX %
 SAMPLE OF SILTY GRAVELLY SAND FROM PROFILE PIT



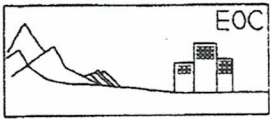
GRAVEL % SAND % SILT AND CLAY %
 LIQUID LIMIT % PLASTICITY INDEX %
 SAMPLE OF FROM

GRADATION TEST RESULTS

JOB NO. 8305E

FIG. 4

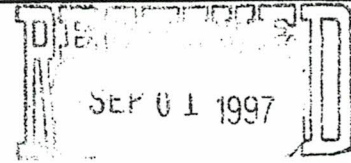
Form 12



**E.O. CHURCH, INC.
ENGINEERS & GEOLOGISTS**

August 27, 1997

Greg McQuaid
32392 Lodgepole Drive
Evergreen, Colorado 80439



Jefferson County Department of
Health and Environment

Subject: Installation Observations
Lots 1, 6, and Tract "C", Filing 2, Evergreen Hills
Jefferson County, Colorado
Job No. 8305E

17279

Dear Mr. McQuaid,

On August 2, 1997 we performed an "open hole" observation, and verified the filter material for the Onsite Wastewater System (OWS). On August 26, 1997 we performed a final observation of the installation of the OWS by Little Elk Enterprises. At the time of the final observation the sewer lines, drain field, and septic tank were installed and ready for backfill.

The system included the installation of a 1250-gallon, plastic, septic tank and a 12 feet by 80 feet "over-excavated" drain field, for 960 square feet of absorption area.

The components of the OWS appeared to be installed in general conformance with our plans and specifications. Our installation observations do not imply a guarantee or warranty of materials or workmanship.

If there are any questions, or if we can be of further service, please call.

Sincerely,

E. O. CHURCH, INC.

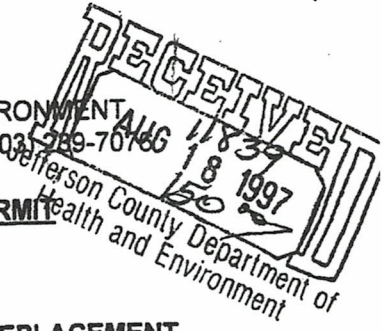
Roger J. Shafer, P.E.



RJS/mbr

xc: Jefferson County Health Department

JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
260 S KIPLING ST, LAKEWOOD CO 80226 (303) 239-7075 FAX (303) 289-7076



APPLICATION FOR INDIVIDUAL SEWAGE SYSTEM PERMIT

PLEASE CIRCLE ONE

FEE: \$150.00 NEW-ADDITION-REPAIR \$75.00 RENEWAL-TANK REPLACEMENT

I. PROPERTY INFORMATION

COMPLETE PROPERTY ADDRESS: 32392 Lodgepole Dr.
LEGAL DESCRIPTION: Lot 1, 6 and Tract C, Evergreen Hills, Flg 2.
SIZE OF PARCEL: 1.7 AC DATE SUBDIVIDED: _____

II. APPLICANT/OWNER INFORMATION

APPLICANT NAME: Jackie McQuaid
MAIL. ADD: 32392 Lodgepole Dr CITY/ST/ZIP Evergreen, Co 80439
PHONE (home): 674-6479 (work): 674-6479
OWNER NAME, IF NOT APPLICANT _____ Phone _____

III. STRUCTURE

4 BEDROOM SINGLE FAMILY DWELLING
() _____

IV. WATER SERVICE (specify one)

PUBLIC WATER (district name): Brookforest Water
OR
() WELL (Colorado well permit number): _____ (attach copy)

V. SANITATION DISTRICT

Is this property within a Sanitation District: () YES () NO. If yes, you must attach a written statement from the District stating that they have no objection to this installation.

Application for a permit to install an individual sewage disposal system is hereby submitted. The individual sewage disposal system will be installed in accordance with the Regulations covering such systems in Jefferson County. I hereby acknowledge that the above information is true and that the above information is true and that false information will invalidate this application or subsequent permits.

Jackie McQuaid
APPLICANT/OWNER/OR RESPONSIBLE PARTY

8-18-97
DATE

MAIL (~~*~~) PICKUP (
674-6479

RECORD OF INSPECTIONS

FIELD NOTES/COMMENTS 8-21-97 ✓ open hole dug site ok no wells, public water

DATE	COMMENTS	DATE	COMMENTS
8-21-97	OH 6' x 12' x 80'	8-26-97	FIELD, TANK + LINES O.K. HOLD FOR ABANDONMENT OF OLD TANK + ENG. CERTIF. OF
		8-28-97	Tank Abandoned RT Eng letter.
		9/17/97	ENG. LTR OK

ENGINEERING CHANGES

APPLICANT/OWNER CALL

DATE	COMMENTS	DATE	COMMENTS

NA

TECHNICAL REVIEW (staff use)

- LOT SIZE
- P/L FORM
- ADJ DEV
- ENGR OK
- GEO OK
- SLOPE OK

1.7

PERMIT CONDITIONS

INSPECTIONS: 01 OPEN EXCAVATION AT 6 FEET

INSPN DAYS: CE S N

TANK SIZE: 1250 GALS ABSORPTION AREA: 960 SQ FT.

04 REDUCTIONS FROM ONSITE WELL: lot. distance: _____

08 REDUCTIONS FROM ONSITE ABS BED: lot. distance: _____

06 ALL WELLS 100 FEET FROM ON-SITE GREYWATER/ADVANCED TREATMENT ABS BED

07 ALL WELLS 60 FEET FROM LINED ET BED

- | | | |
|--|---|--|
| <input type="checkbox"/> 09 ABD ONSITE WELL | <input type="checkbox"/> 15 LINE-WELL | <input type="checkbox"/> 21 SUBMINIMUM DISTANCES |
| <input type="checkbox"/> 10 SLOPE CONDITIONS | <input type="checkbox"/> 16 OLD TANK | <input type="checkbox"/> 22 CONTAMINATED SOIL |
| <input type="checkbox"/> 11 ROADCUT SETBACK | <input type="checkbox"/> 17 DRY GULCH | <input type="checkbox"/> 23 ABANDON PRIVY |
| <input type="checkbox"/> 12 FRENCH DRAIN | <input type="checkbox"/> 18 TANK-WELL | <input checked="" type="checkbox"/> 24 NO BLASTING |
| <input type="checkbox"/> 13 WATER-SEWER | <input type="checkbox"/> 19 SURFACE WATER | <input type="checkbox"/> 25 BLASTING OK |
| <input type="checkbox"/> 20 ALARM INSTLN | <input checked="" type="checkbox"/> 27 PROPERTY | <input type="checkbox"/> 30 DWELLING |

ENGINEER CERTIFICATION(S)

_____ _____

- 26 FILTER MATERIALS
- 29 BLASTING
- 28 PUMPS/SIPHONS/ALARMS

WATER AND SEWER CERTIFICATE - SPECIAL CONDITIONS

SEWER: _____

WATER: _____

INSPECTOR
ISDS/percon

DATE 8-22-97

JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
260 S KIPLING ST, LAKEWOOD CO 80226 (303) 239-7062 FAX: 239-7076

CERTIFICATE OF WATER AND SEWER AVAILABILITY

ADDRESS 32392 Lodgepole Drive
LEGAL: Lots 1, 6 & Tract C, Filing 2, Evergreen Hills
OWNER/APPLICANT: Jackie McQuaid

SEWER SERVICE

PUBLIC SEWER SERVICE IS NOT AVAILABLE FOR THIS PROPERTY; AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM (ISDS) WILL BE UTILIZED.

ISDS PERMIT NUMBER 17279

THIS PERMIT ISSUED ON: August 25, 1997 (and expires one year from this date)

SYSTEM IS DESIGNED FOR: 4 Bedroom Single Family Dwelling

SPECIAL CONDITIONS:



JEFFERSON COUNTY DEPARTMENT OF HEALTH & ENVIRONMENT

8-25-97
DATE

WATER SERVICE

() WATER SERVICE AVAILABLE

() WATER SERVICE NOT AVAILABLE

DISTRICT:

WELL PERMIT:

SPECIAL CONDITIONS:

I hereby certify the availability of water service listed above:

AGENT FOR WATER DISTRICT

DATE

JEFFERSON COUNTY HEALTH AND ZONING REVIEW

DATE

Short Term Rental – Our House Rules

Self-check-in with key pad after 3pm

Check out by 11am

No parties or events allowed. Property is for rental guests only.

Quiet mountain time 10pm to 10am. This is a family neighborhood; please be respectful.

No smoking in the house. Dispose of butts or joints in can or container and put in outdoor trashcan.

Fires – NO campfires or outdoor fires at any time of year. We live in a forest that is that is extremely vulnerable to wildfire. No hot or flammable materials like cigarette butts, joints or used matches should be left on the property. If any of these items are found on the property after your stay, you will be charged a fine of \$100.

Gas heaters and BBQ must be attended when in use.

Children must be supervised by an adult at all times when on deck or around jacuzzi/ hot tub.

Please use shoes or sandals on deck to avoid splinters.

Shower off any lotion, deodorant, perfume, cologne, makeup, etc before entering jacuzzi hot tub.

Jacuzzi/ Hot tub must remain covered when not in use.

Please leave home tidy and ready to be cleaned. Report any spills or damage immediately via message.

Water – We are on a community well, so please be mindful and conserve water. We have reverse osmosis filters in our kitchens for the best drinking water.

Wildlife – Mountain Lions and Bears live in the mountains and have been seen on our property. Do not leave any food, drink, or trash out, in your car or on the deck overnight. Bears have been known to break into vehicles. DO NOT ATTEMPT TO FEED THE WILDLIFE!

Pets – We do allow dogs only if they are housebroken and well trained. Pets must be contained on the property either in the fenced yard, on the deck or on leash. They are not to roam free on the property. You must clean up after your pet when it relieves itself. There are lots of wild animals around that we do not want to spook, and we wouldn't want your pets getting hurt by the wildlife either.

Toilets – We are on a septic system, so please no feminine hygiene product in toilet.

Access – Winter and Spring months require All Wheel Drive or Four Wheel Drive to access our home. Please park down the driveway and not on the roadside. If you're parked on the road, the snowplow will not be able to clear the road and your car may become buried in snow.

Carbon monoxide and fire/smoke alarms are located in each room and adjacent rooms.

Fire extinguishers are located in each kitchen and next to the fireplace and pellet stove.

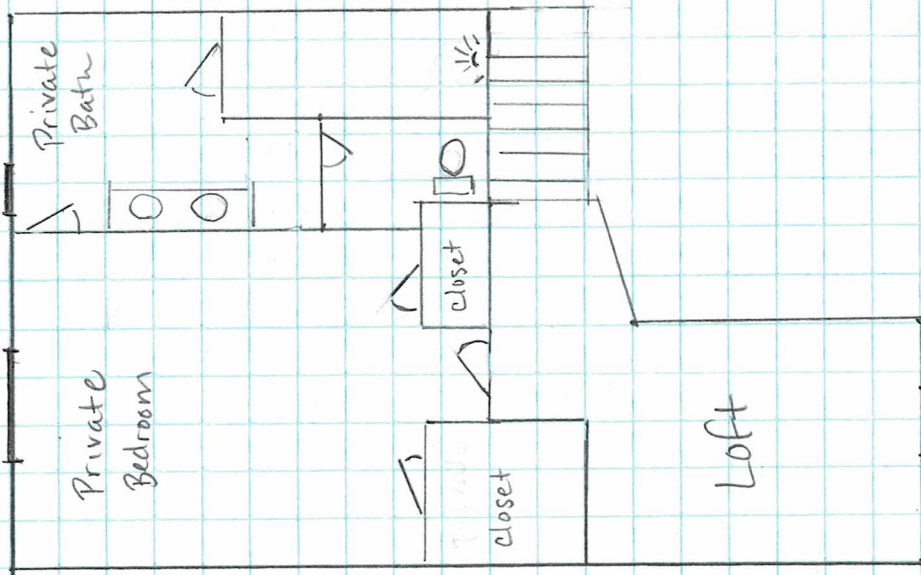
Must climb stairs.

Security Deposit – if you damage home, you may be charged up to \$1000. Charges will apply for missing or taken items from home.

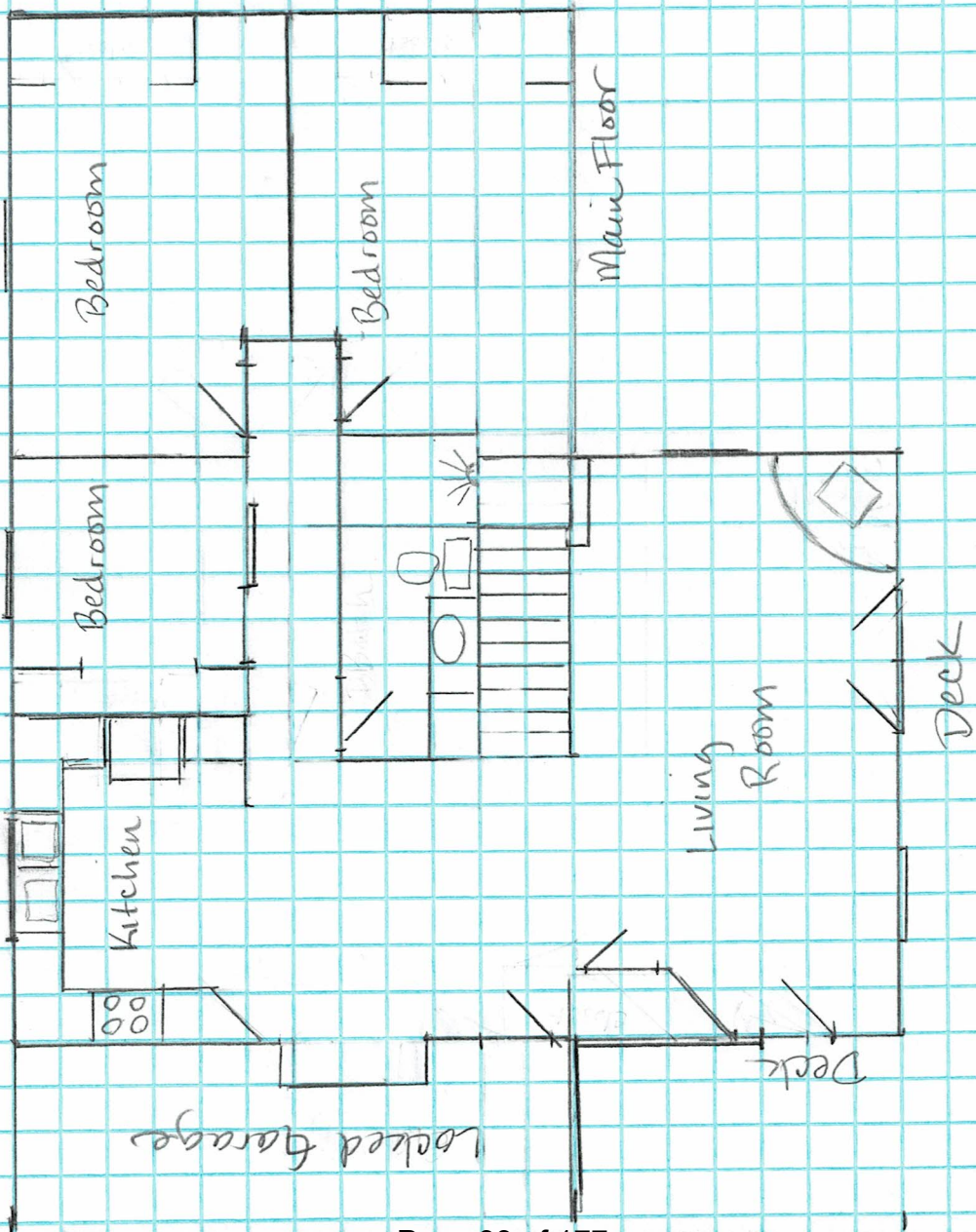
Host cannot be liable for damages, losses or injuries suffered by guests of any kind.

Please contact Julie at 720-570-6611 for any problems that may arise.

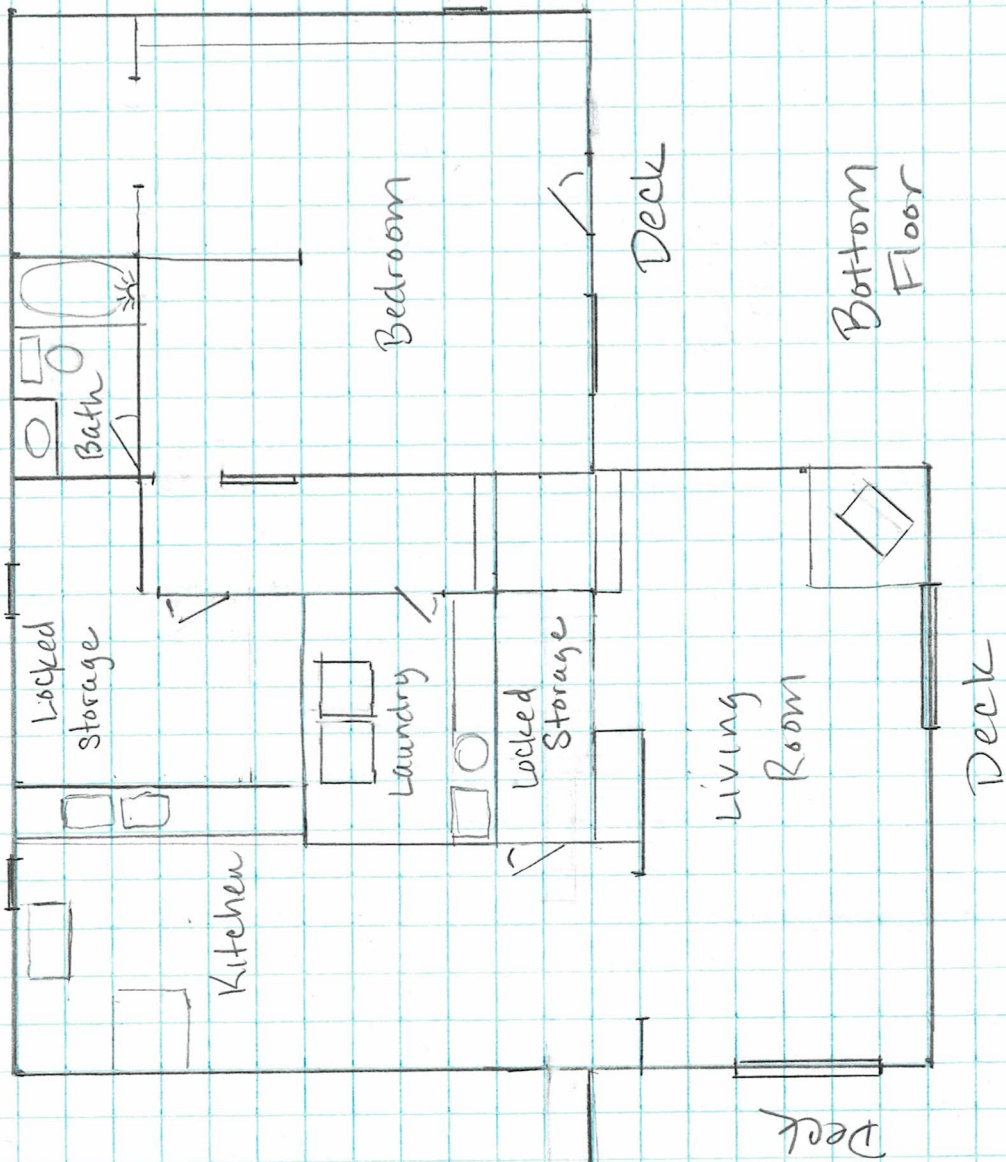
TOP FLOOR

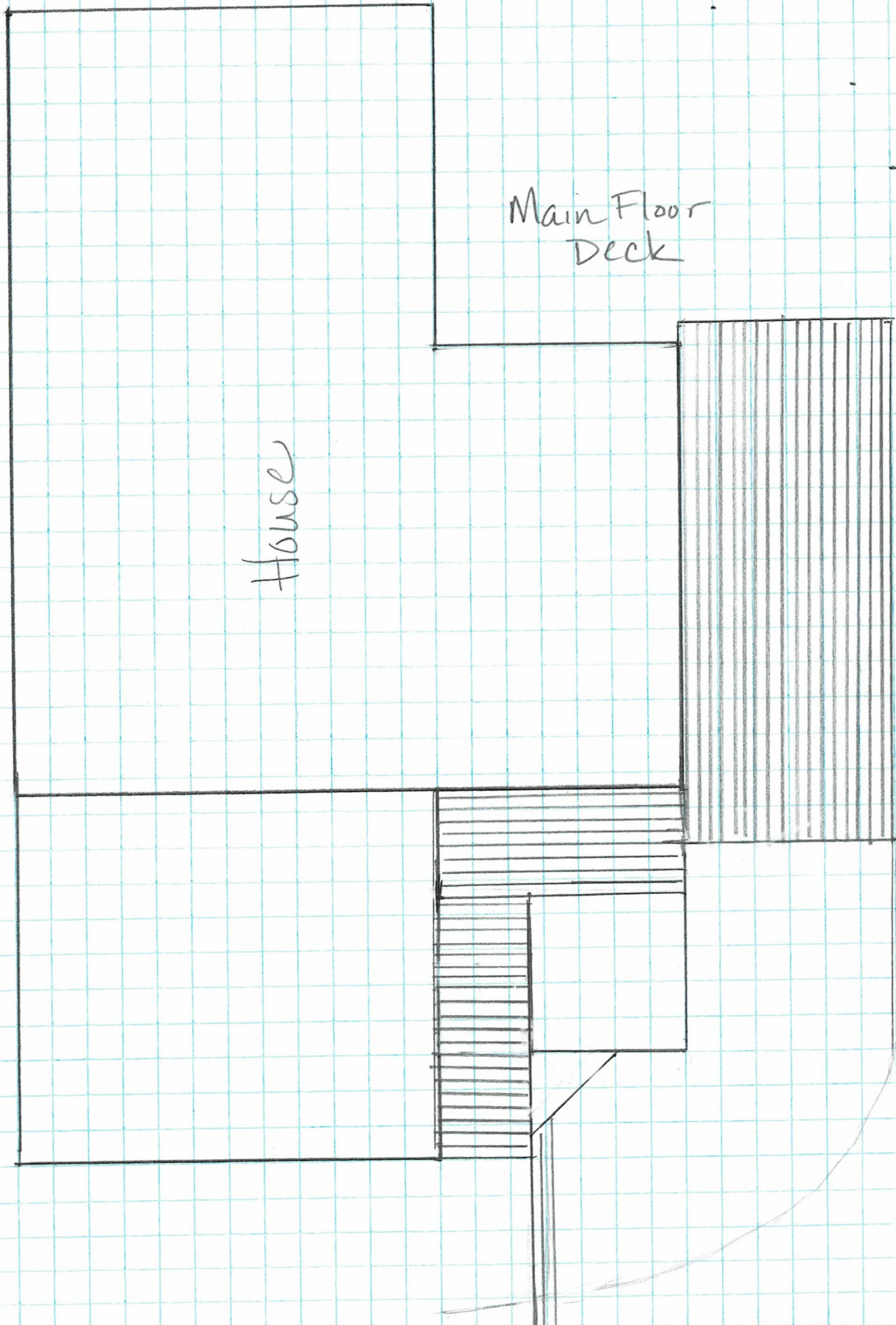


Main Floor



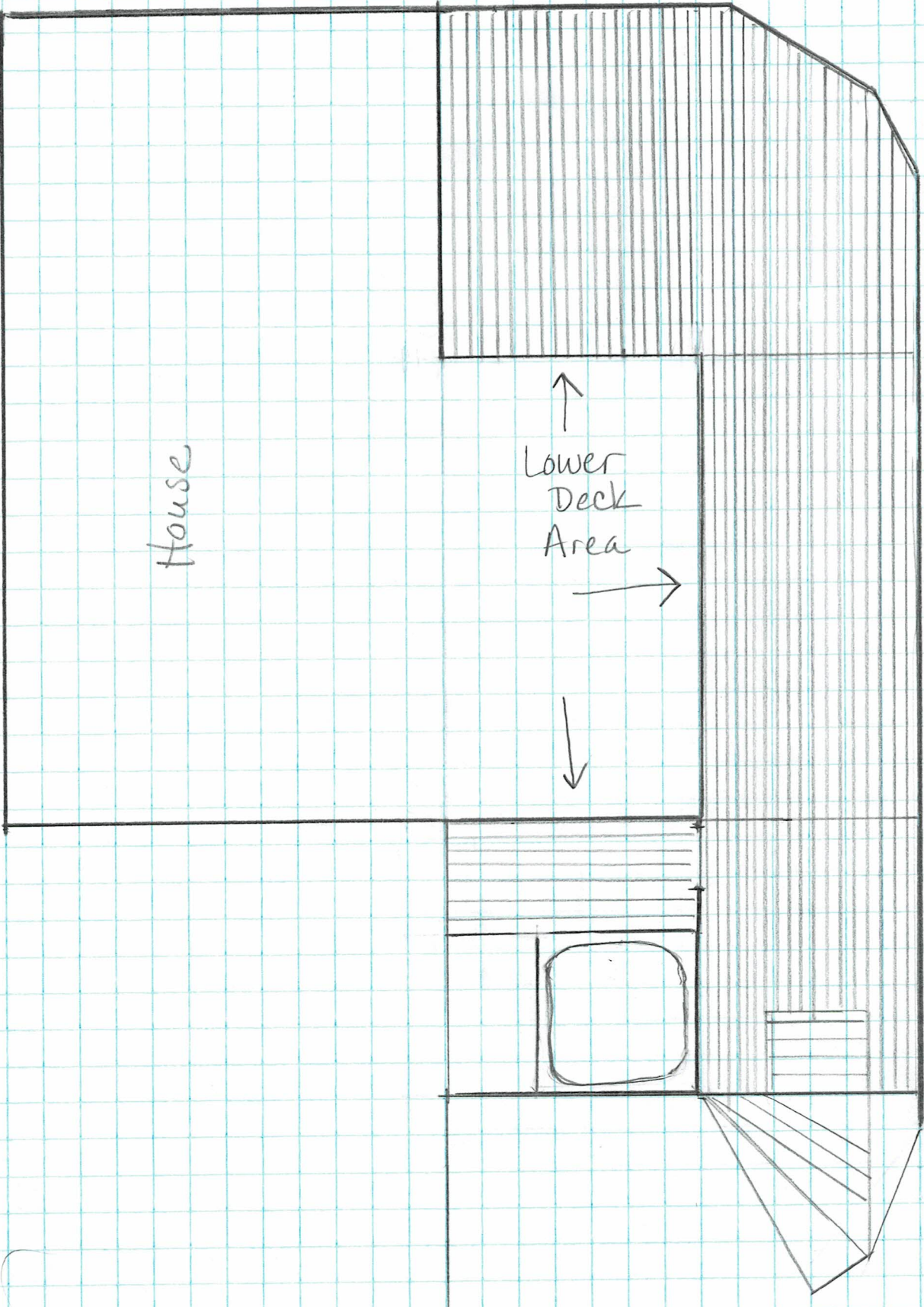
Dormstairs





House

Main Floor Deck

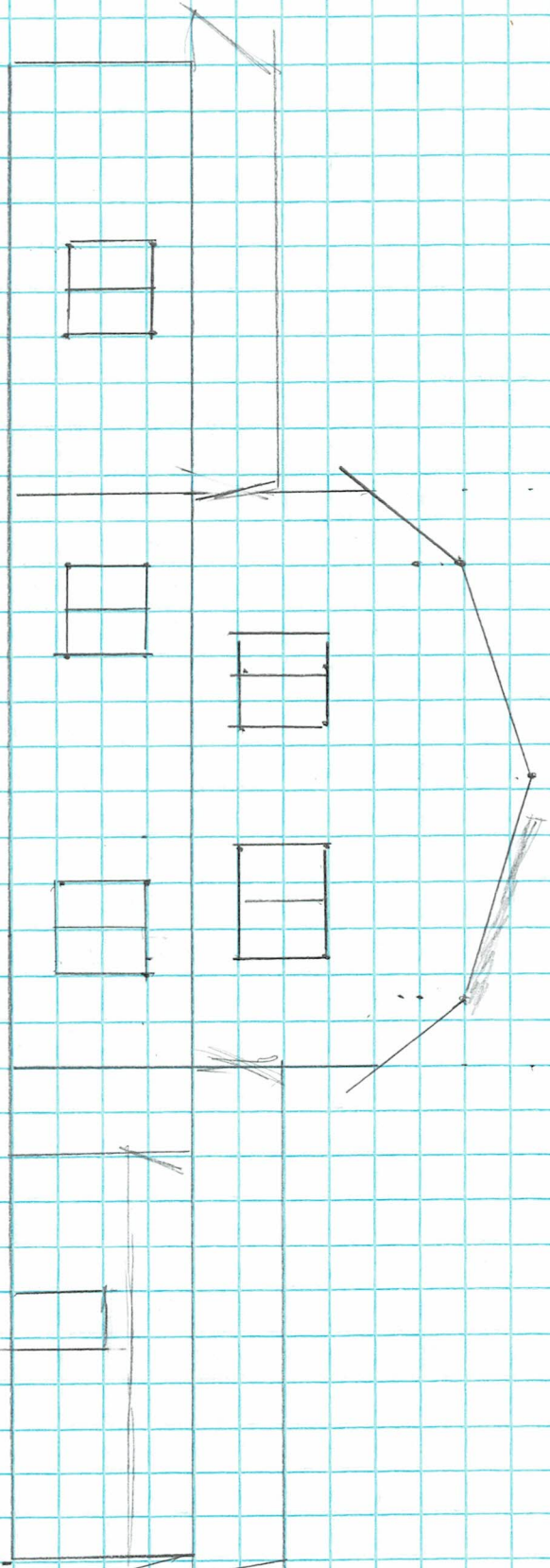


House

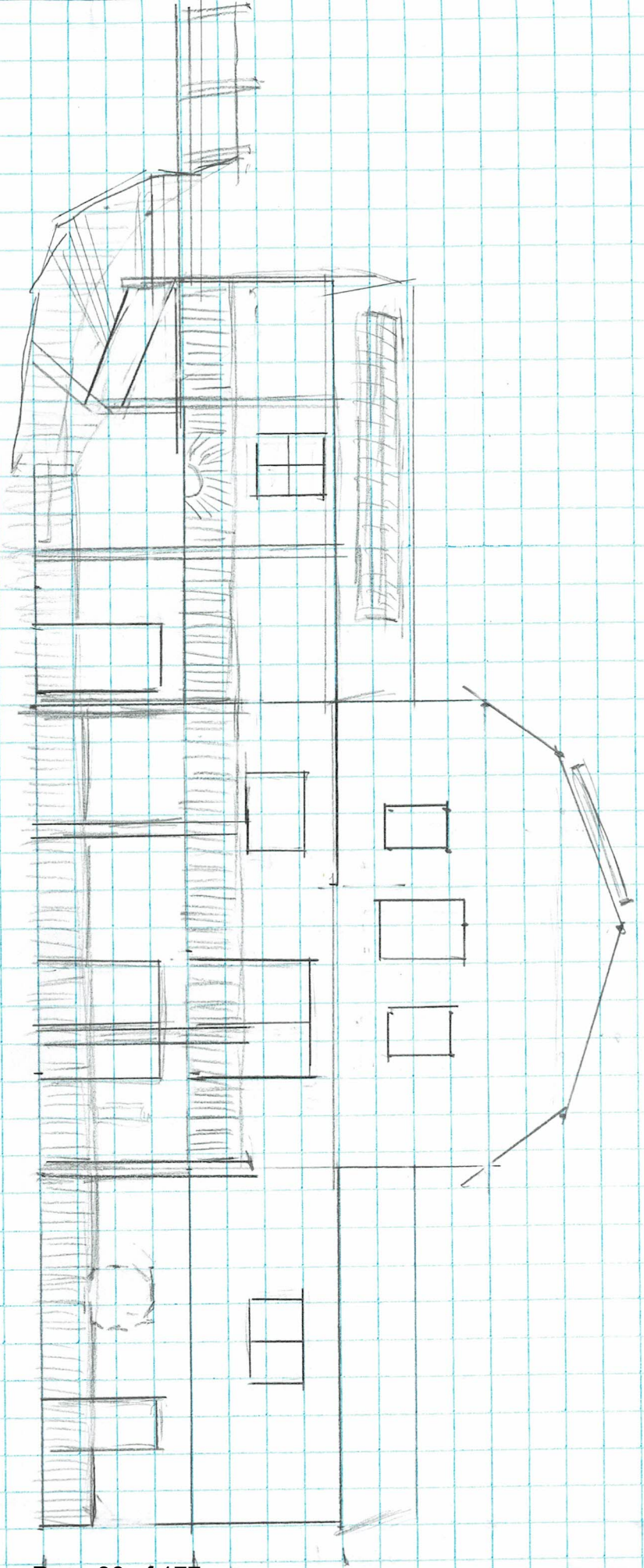
↑
Lower
Deck
Area



Streetview



Hillside View





Evergreen Fire/Rescue

1802 Bergen Parkway • Evergreen, Colorado 80439
Phone: 303-674-3145 • Fax: 303-674-8701

December 5th , 2022

Jefferson County Planning and Zoning
100 Jefferson County Parkway
Golden, Colorado 80419

This is to confirm that the property located at 32392 Lodgepole Drive, Evergreen, Colorado is within the boundaries of Evergreen Fire Protection District. Evergreen Fire/Rescue (EFR) will provide emergency services to this address.

Fire Protection Requirements:

EFR is scheduled to conduct an on-site inspection on December 15th to verify the following:

- Smoke and CO alarms are properly installed and functional
- A portable fire extinguisher is in an easily accessible location in the kitchen
- The address is visible from the road
- There are no fire pits or similar devices in violation of Jefferson County rules

It is recommended that there is a sign in the home that has the address and emergency numbers that can be easily referenced in the event of an emergency and that a Knox Homebox is installed for efficient fire department access.

Please contact me if you have any questions in regard to this information.

Respectfully,

Rachel Rush

Rachel Rush
Fire Marshal
Evergreen Fire/Rescue

Wildland Resources

Steven W. Deitemeyer, Forester
3724 Union Court
Wheat Ridge, Colorado 80033
Phone: 303 456-0799

Defensible Space Initial and Final Inspection Report Combined

Reference: Permit # 22-126973

Date: October 12, 2022

To: Jefferson County, Colorado Planning and Zoning

From: Steven W. Deitemeyer, Defensible Space Technician

Subject: Wildfire Hazard Mitigation, Defensible Space Permit # 22-126973DS

Initial and Final Inspection Report Combined

The required fire and fuels inspection, assessment of mitigation projects and defensible space standards were reviewed on the property with owner John Embry on Monday, October 10, 2022. An earlier mitigation had been completed and a Final Inspection Report filed in August 2017 under Jefferson County P & Z permit # 17-111754DS. The mitigation work done under that permit has been maintained and improved over the last five years and continues to meet all current State and County guidelines

Owners: John and Julie Embry

Address: 32392 Lodgepole Drive
Evergreen, CO 80439

Legal: Lot 0001A, SE¼ Section 7, T5S, R71W, 6th PM, Evergreen Hills/Brook Forest

PIN/Schedule: 300438474 AIN Parcel ID: 51-304-06-044

Fire and Fuel Mitigation Completed

1. Zone 1 was identified as 20 feet from the existing home and barn sites. Trees and brush in this Zone have been treated and maintained. Remaining trees were pruned to 10 feet and slash was removed from the site.

2. Zone 2 boundary was identified at 100 feet or the lot line and road edge. Trees marked have been removed under the 2017 Permit. Remaining trees in this Zone have been pruned to 10 feet or no more than a third of their height and good canopy distance. Understory ladder fuels have been removed from under the crowns of remaining trees in this Zone 2. The aspen stand, shared with the neighbor, was treated to remove the Douglas-fir and ponderosa pine saplings to prevent future overgrowth and shading of the aspen grove.
3. Zone 3, beyond 100 feet from the house was thinned to attain a healthy stand of mixed conifer trees.
4. The driveway was inspected and meets the shaded fuel break guidelines of the county. Maintenance pruning of remaining trees along this access corridor was completed.
5. Slash was removed from the site to a county approved slash disposal area.

Recommend approval of this Initial and FINAL inspection report. No further mitigation work is required.

Respectfully submitted,

/S/ Steven W. Deitemeyer,
Defensible Space Technician

Recording Requested By:
Atlas Title Company

Return To:
Document Management
Rocket Mortgage, LLC
1050 Woodward Ave
Detroit, MI 48226-1906

Prepared By:
Ryan J Grice
1050 Woodward Ave
Detroit, MI 48226-1906
(313)373-0000

CO-2201-001521

[Space Above This Line For Recording Data]

DEED OF TRUST 3498459173
MIN 100039034984591737
VA Case Number: 39-3961419205

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated February 3, 2022 , together with all Riders to this document.
- (B) "Borrower" is John R. Embry and Julie Embry, as joint tenancy

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Rocket Mortgage, LLC, FKA Quicken Loans, LLC

6634829078
COLORADO Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
Bankers Systems VMP®
Wollers Kluwer Financial Services



Form 3006 1/01
VMP6A(CO) (1706).00
Page 1 of 17

Recording Requested By:
Atlas Title Company

Return To:
Document Management
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1050 Woodward Ave
Detroit, MI 48226-1906

Prepared By:
Ryan J Grice
1050 Woodward Ave
Detroit, MI 48226-1906
(313)373-0000

CO-22A-001521

[Space Above This Line For Recording Data]

DEED OF TRUST

3498459173

MIN 100039034984591737
VA Case Number: 39-3961419205

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6634829078
COLORADO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
Bankers SystemsSM VMP[®]
Wolters Kluwer Financial Services



Form 3006 1/01
VMP6A(CO) (1706).00
Page 1 of 17

Lender is a Limited Liability Company organized and existing under the laws of the State of Michigan. Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

(D) "Trustee" is the Public Trustee of Jefferson County, Colorado.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated February 3, 2022. The Note states that Borrower owes Lender Two Hundred Ninety Three Thousand One Hundred Sixty Eight and 00/100 Dollars (U.S. \$ 293,168.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2052.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify] Legal Attached

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.



(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of Jefferson :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

Parcel ID Number: 51-304-06-044 which currently has the address of
32392 Lodgepole Dr [Street]
Evergreen [City], Colorado 80439-6651 [Zip Code]
("Property Address"):



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.



2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.



The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination



and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by



Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not



under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement



provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized



to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.



If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.



If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by



reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the



right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.


23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


John R. Embry 02/03/2022 (Seal)
-Borrower


Julie Embry 02/03/2022 (Seal)
-Borrower

(Seal)
-Borrower

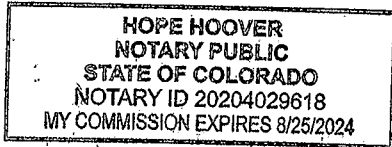
(Seal)
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.



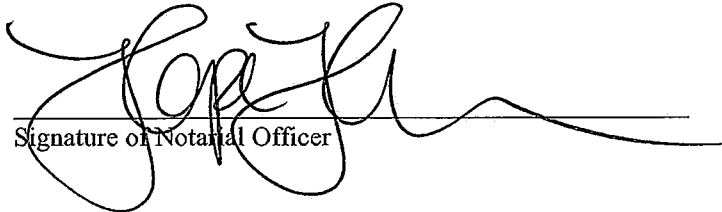
State of Colorado
County of Jefferson

This record was acknowledged before me on February 3, 2022 by John R. Embry and Julie Embry



My Commission Expires:

8/25/2024


Signature of Notarial Officer

Loan origination organization Rocket Mortgage, LLC
NMLS ID 3030
Loan originator Rafael Espinosa Pimentel
NMLS ID 244764



MERS MIN: 100039034984591737

3498459173

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

VA Case Number: 39-3961419205

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 3rd day of February, 2022, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Rocket Mortgage, LLC, FKA Quicken Loans, LLC

(herein "Lender") and covering the Property described in the Security Instrument and located at

32392 Lodgepole Dr
Evergreen, CO 80439-6651

[Property Address]

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.



LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to 38 U.S.C. 3714.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to (0.50 %) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the VA. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

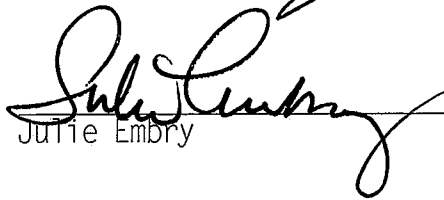
(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by VA for a loan to which 38 U.S.C. 3714 applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the Veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify VA to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.



IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.


John R. Embry 02/03/2022
-Borrower


Julie Embry 02/03/2022
-Borrower

-Borrower

-Borrower

[Sign Original Only]

Refer to the attached *Signature Addendum* for additional parties and signatures.

Multistate VA Guaranteed Loan And Assumption Policy Rider
Wolters Kluwer Financial Services, Inc.



VMP538R (1909).00
Page 3 of 3

Escrow No.: CO-2201-001521-RF
Title Order No.: CO-2201-001521-RF

EXHIBIT A
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

Lot 1A, Ever Green Hills - Filing No. 2 Amendment 2, as shown on the recorded Plat recorded July 12, 2001 under Reception No. F1274511, County of Jefferson, State of Colorado.

APN: 51-304-06-044















CASE SUMMARY
Regular Agenda

BOA Hearing Date: December 21, 2022

22-127822 VC Special Exception

Owner/Applicant: Michael D. Auld and Delwyn Van Essen

Location: 8425 Doubleheader Ranch Road, Morrison
Section 5, Township 6 South, Range 70 West

Approximate Area: 2.7 Acres

Zoning: Agricultural-One (A-1)

Purpose: **To allow a Short-Term Rental.**

Case Manager: Sara Kohles

Issues:

- None.

Recommendations:

- **Staff:** Recommends Approval subject to conditions.

Interested Parties:

- None.

Level of Community Interest: Moderate

Case Manager Information: Phone: 303-271-8734 e-mail: skohles@jeffco.us

Staff Report

BOA Hearing Date: December 21, 2022

22-127822 VC Special Exception

Owner/Applicant: Michael D. Auld and Delwyn Van Essen

Location: 8425 Doubleheader Ranch Road, Morrison
Section 5, Township 6 South, Range 70 West

Approximate Area: 2.7 Acres

Zoning: Agricultural-One (A-1)

Purpose: **To allow a Short-Term Rental.**

Case Manager: Sara Kohles

Previous Actions: None.

Surrounding Zoning: North: Agricultural-One (A-1)
South: Agricultural-One (A-1)
East: Agricultural-One (A-1)
West: Agricultural-One (A-1)

Existing Use: Residential

Existing Structures: Single-Family Home

Services: Inter-Canyon Fire Protection District
Individual Well and Septic

BACKGROUND/DISCUSSION:

The applicant is requesting to use their residence at 8425 Doubleheader Ranch Road as a Short-Term Rental (STR). The residence is a four-bedroom home on a 2.7-acre parcel. The property and residence meet all requirements for a Special Exception to allow a STR.

SITE CHARACTERISTICS AND IMPACTS:

The property is located approximately 1-mile west of U.S. Highway 285 between the Indian Hills and Aspen Park communities. The property takes access from Doubleheader Ranch Road, a County maintained paved road. The single-family home has a 2-vehicle attached garage, several decks, a gas fire pit, and an outdoor hot tub. The site contains a variety of trees and shrubs. Most of the property is encumbered by slopes exceeding 20%. The subject property and current site conditions are in line with the overall mountain-residential character of the neighborhood. The nearest homes are approximately 180 feet to the north of the subject property's home.

ZONING REQUIREMENTS AND ANALYSIS:

Section 11.B.2.e of the Jefferson County Zoning Resolution provides criteria for the Board of Adjustment to review for a Special Exception for a STR. With respect to a short-term rental of a single-family dwelling, the following criteria are analyzed:

(1) The Board of Adjustment may permit a short-term rental within the R-1, RR, MR-1, SR-1, SR-2, SR-5, A-1, A-2 or A-35 zone districts or a comparable Planned Development zone district.

(a) The Board of Adjustment, in reviewing and making its decision upon such applications shall consider the impacts of the proposed use upon property in the surrounding area, including but not limited to:

(a-1) Traffic impacts, volume of trips, safety and access;

The property has adequate parking for at least four vehicles in the driveway, garage, and other designated areas of the property. The parking spaces allow independent egress in the event of emergency.

(a-2) Fire hazards;

The property is served by the Inter-Canyon Fire Protection District, which provided a service letter regarding this property and short term rental application. The subject property is within the Wildland Urban Interface Overlay District, which requires the property to obtain a Defensible Space permit for a Short-Term Rental. The Zoning Resolution prohibits Short-Term Rentals from having outdoor fires using wood or charcoal as fuel.

(a-3) Visual and aesthetic impact, including bulk and scale of buildings as they relate to the uses on surrounding properties;

No negative visual impacts will be created by the approval of this application. The single-family dwelling is the only structure that will be used as a Short-Term Rental, and no additions to the dwelling are proposed.

(a-4) Noise;

The Short-Term Rental use must comply with the County's Noise Abatement Policy. The Jefferson County Sheriff's Office enforces this regulatory policy. The nearest homes are approximately 185-feet across the road from the property.

(a-5) Drainage, erosion and flood hazards;

There is not a FEMA Floodplain on the property therefore the proposed Short-Term Rental would not increase the deleterious effects of flood hazards, drainage, or erosion on the property.

(a-6) Community character;

The home was originally built in 1978. Allowing this residential property to become a Short-Term Rental would not affect community character, as it will remain residential.

(a-7) Adequate water and sewage disposal availability;

The property is served by an individual well and septic system. The septic system is rated for three bedrooms, which would allow for six total overnight occupants, including the homeowner if present, per Jefferson County Public Health (Public Health) guidelines.

(a-8) The availability of methods of mitigating the negative impacts of the proposed use upon the surrounding area;

The single-family dwelling to be used as the Short-Term Rental meets all lot and building standards of the underlying zone district. The property also provides adequate parking for the home's use as a Short-Term Rental and single-family residence to ensure that all vehicles will be parked on site.

(a-9) The compatibility of the short-term rental with the existing and allowable land uses in the surrounding area; and

The structure in which the Short-Term Rental would be conducted is residential in nature which is compatible with the surrounding residential uses.

(a-10) The effect upon health, safety and welfare of the residents in the surrounding area.

Staff finds that the use of a Short-Term Rental would not create negative effects on the health, safety, or welfare of the residents in the surrounding area, since it would have similar impacts as a single-family residential property.

(2) Limitations upon Short-term Rental Special Exception Applications

(a) The lot, parcel, or boundary area subject to the Special Exception must conform to:

(a-1) A minimum lot size of one acre.

The subject property is 2.7 acres.

(a-2) Building standards of the underlying zone district.

The structure meets the lot and building standards of the A-1 zone district.

At 2.7-acres, the lot is legal non-conforming since it does not meet today's A-1 lot size requirement of 5-acres. The lot was platted as part of the Doubleheader Ranch Estates Filing 4 which was recorded November 2, 1970 (reception #70392554). The lot size requirement at that time was only 1-acre. A legal nonconforming lot is allowed to have a short term rental.

This property was also granted an Administrative Exception in 1985 for a reduced front setback for the home. The Administrative Exception legalized a 41 feet setback where 50 feet was required.

(b) The proposed short-term rental shall provide a minimum of one (1) off-street parking space, plus one (1) additional off-street parking space per bedroom room. For example, a five-bedroom residence must have six off-street parking spaces to meet this criterion.

The property intended for short-term rental is limited to renting to six persons per the septic system rating for three bedrooms. This would require four parking spaces. There is adequate parking provided in the driveway, garage, and other areas of the property which allows for independent egress.

(c) The property owner shall comply with any defensible space requirements as set forth in the Wildland Urban Interface Overlay District.

The subject property is within the Wildland Urban Interface Overlay District and the applicant completed a final inspection on December 12, 2022 for a Defensible Space Permit.

(d) Valid water and sanitation must be provided either by an appropriate water and sanitation district or by a valid well permit and individual sewage disposal system (ISDS) permit specific to the property.

The property is served by an individual well and septic system. The Well Permit number, as provided by Colorado Division of Water Resources, is 98641; this is a Residential Well, for household use only and is adequate for a Short-Term Rental.

The On-Site Wastewater Permit number is 06-102524 OW; it is rated for three bedrooms. Per the guidance provided by Public Health, the septic system rated for three bedrooms has an occupancy limit of six persons.

(e) The lot, parcel, or boundary area subject to the Special Exception shall take legal access from a County maintained right-of-way or a private road that meets the minimum standard for private roads and driveways or non-maintained County right-of-way as set forth in the Jefferson County Roadway Design and Construction manual.

The Short-Term Rental takes access from Doubleheader Ranch Road, a County maintained paved road.

(f) The short-term rental shall offer overnight accommodations in the primary single-family dwelling in existence on the property, not in an accessory dwelling unit. The entire property including accessory uses in the corresponding zone district may be utilized by the guests of the short-term rental.

The structure on the property to be rented is a single-family dwelling, and the property does not have an Accessory Dwelling Unit.

(g) The property owner may not, at the time of application for the Special Exception, be the subject of an ongoing zoning violation other than the short-term rental of a single-family dwelling.

A zoning violation was issued to this property in January 2022 for operating a short term rental without a permit. The applicants purchased the property in September 2022. There are no active violations on the property at the time of this report.

(h) No substantial detriment to the intent of the Zoning Resolution will be caused.

Staff finds that the approval of this Special Exception will not harm the intent of the Zoning Resolution, as the use is substantially similar to the residential uses already permitted on the property.

(3) Such Special Exception, if granted, will be valid for a period of six months from the date of the approval of the short-term rental Special Exception request and thereafter may be renewed annually after a complete rehearing by the Board of Adjustment to determine that the use is in compliance with the intent and purpose for which the Special Exception was granted.

(4) Upon an affirmative decision, the applicant shall submit a request for a Short-Term Rental Permit including documentation that all requirements and conditions of the Special Exception granted pursuant to this section have been fulfilled.

NOTIFICATION:

As a requirement of the Jefferson County Zoning Resolution, the following notice was provided for this proposal:

1. Notification of this proposed Special Exception application was mailed to adjacent property owners, (which includes the property owners on the opposite side of the public local street) and to the Registered Associations within which the property is located. The notification was sent 14 days prior to the Board of Adjustment Hearing.
2. One double-sided sign, identifying the nature of the Special Exception request, was provided to the applicant for posting on the site. The sign was provided to the applicant with instructions that the site be posted 14 days prior to the Board of Adjustment Hearing.

The Registered Associations that received notification are:

- Berrien Ranch Umbrella Group for Evergreen South (BRUGES)
- Conifer Area Council
- Conifer and South Evergreen Community Committee (SoSECC)
- Doubleheader Mountain Association
- Jefferson County Horse Council
- Plan Jeffco

During the processing of the application, Staff received written public comments in opposition of this short term rental application and comments stating concerns about the property.

ANALYSIS:

Staff has evaluated this request based on the requirements for the approval of a Special Exception request for a Short-Term Rental as listed in Section 11.B.2.e. of the Jefferson County Zoning Resolution. Staff finds that the applicant has met the requirements necessary to allow this request.

STAFF FINDINGS:

1. Staff finds that the applicant meets all the requirements under Section 11.B.2.e of the Jefferson County Zoning Resolution regarding Short-Term Rentals.
2. Staff recommends APPROVAL of Case No. 22-127822 VC, subject to the following conditions:
 - a. A Short-Term Rental Permit shall be obtained from Jefferson County Planning & Zoning prior to any rental of the property; and
 - b. This approval is granted for six months from the date of approval, or until June 21, 2023, and it shall be the responsibility of the applicant to apply for a renewal of this Special Exception within that timeframe; and
 - c. The Short-Term Rental shall be limited to no more than six persons based on the limitations of the On-Site Wastewater System.
 - d. The applicant shall send Planning & Zoning Staff a copy of the STR's advertisement(s) each month to confirm the STR is being advertised in accordance with the occupancy limitations required by the OWTS.

COMMENTS PREPARED BY:

Sara Kohles

Sara Kohles, Planner

Jefferson County
Board of Adjustment
Application

Variance • Special Exception • Appeal



100 Jefferson County Parkway
Suite 3550
Golden CO, 80419
303-271-8700
planning.jeffco.us
pzpermits@jeffco.us

Case Number (for staff use only): _____

This application may be used for Variance, Special Exception and Appeal requests before the Board of Adjustment, including relief from zoning regulations, short term rentals and some home occupations. Please refer to the reverse side of this page for submittal requirements.

Submit this application and all necessary documents electronically to planning@jeffco.us.

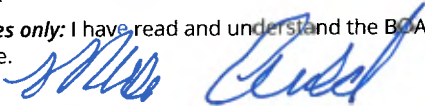
Applicant and Site Details

8425 S. DOUBLEHEADER RANCH ROAD		MORRISON		
Address of Subject Property, Legal Description and/or Parcel ID Number		City	Zip	
MICHAEL AULD	rockone1515@gmail.com	720-394-1590		
Property Owner	Email	Phone Number		
10762 FOOTHILL WAY		PARKER	CO	80138
Mailing Address		City	State	Zip
Contractor/Representative		Email	Phone Number	
For sign pick-up, please contact: SAME AS ABOVE		Email: _____	Phone Number: _____	

Specific Request

Applicant Acknowledgments

- Applications will not be accepted unless all submittal requirements have been met. If during staff review any application is found to contain incomplete and/or inaccurate information, the case may be postponed until all necessary submittal documentation has been received. Documents larger than 11 x 17 can be submitted electronically.
- I understand the filing fee is to cover costs of administration, research, and hearing of this case and is non-refundable.
- I hereby give permission for County staff and Board members to enter upon my property for purposes of site inspection and investigation. Please specify any extraordinary circumstances of which staff should be aware, i.e., the presence of dogs on the site, locked gates, etc. The property must be accessible for site inspection.
- The applicant will receive a copy of the Board's decision, which may be recorded through the Jefferson County Clerk & Recorder's Office.
- For Variance cases only: A Setback Verification Form will be required as a part of the Building Permit process for Variance cases involving relief from setback requirements.
- For Variance cases only: I have read and understand the BOA Variance guide, and certify the site plan or survey is fully accurate, depicting all structures on site.


Signature of Owner or Authorized Representative

9-1-22

Date

C. Short Term Rental Addendum

Case Number (for staff use only): _____

1. What is the size of this property? 2.7 ACRES
2. Does the property meet lot size standards of its zone district? Yes No
3. Does the dwelling meet setback, height and other standards of its zone district? Yes No
4. How many bedrooms are in the dwelling? 4
You must attach floor plans (drawn to scale) showing all areas of the dwelling.
5. What is the proposed maximum occupancy of the rental? 12
6. How many parking spaces are provided on-site? 6
You must attach a site plan with parking spaces marked.
7. How do you propose to mitigate any potential traffic impacts caused by this Short Term Rental?
ALL VEHICLES CAN PARK ON SITE AND IN THE GARAGE

8. Is this property in the Wildfire Hazard Overlay District? Yes No
 - a. If yes, please list your Defensible Space Permit number: _____
If this permit is more than a year old, please confirm that you have maintained the defensible space on the property since the initial Defensible Space Permit was completed. Yes No
A new Defensible Space Permit may be a condition of approval, if deemed appropriate following a site visit to the property.

9. Are there floodplains on the property? Yes No

10. Water:

- a. Public. Name of Water Provider: _____
- b. Well. Well Permit Number, Well Type: 98641

11. Wastewater:

- a. Public sewer. Name Of Wastewater Provider: _____
- b. Septic. On-Site Wastewater Permit Number: 21-1218590W
Max number of bedrooms: _____
Max number of occupants: _____

12. Access:

- a. Legal access
For assistance with access questions please contact Planning & Zoning. To obtain copies of recorded access easements, please contact the Clerk & Recorder.
 - County-maintained road
 - Private, platted road. Plat Reception Number: _____
 - Private easement. Easement Reception Number: _____
 - Other. Explain: _____
- b. Does the roadway meet County standards? Yes No Not Sure

13. Will the proposed Short Term Rental take place in an Accessory Dwelling Unit (ADU)? Yes No

14. Are there any active Zoning Violations on this property? Yes No
If yes, please list the violation number: _____

15. Will there be any changes to the structure as a part of this Short Term Rental? Yes No

16. Attach a copy of your house rules for renters. These must include the following:

- a. Quiet hours
- b. Locations of carbon monoxide and fire/smoke alarms, and fire extinguishers
- c. Rules regarding outdoor fires
- d. Contact information for a 24-hour local point person

**8425 S. DOUBLEHEADER RANCH RD.
MORRISON, CO 80465**

**SUBMITTAL FOR A SHORT-TERM RENTAL PERMIT
9/1/2022**

Attached is our Board of Adjustment Application for obtaining a permit to operate a short term rental in Jefferson County. We are committed to operating the property respectfully and responsibly and providing any additional documentation necessary. Please confirm receipt of our application and let us know if you need anything further.

Thank you for your time and consideration!

Sincerely,

**Michael Auld
720-349-1590**

Michael Auld
10762 Foothill Way
Parker, CO 80138

Jefferson County Board of Adjusters,

Please find the enclosed, which includes several supporting materials, which were encouraged to be provided by Amy Reistroffer, Zoning Inspector.

1. We installed a solar light pointing to our address sign at the bottom of our driveway so that guests can easily find our location when arriving at night. We also will include a warning to our guests about not turning in too soon - to avoid pulling into our neighbor's driveway - in a message we will send to guests right before they are scheduled to check-in.
2. We have a posted house rule about Airbnb's No Tolerance Policy for Parties and Events. This rule is also printed and displayed on a table inside the house, with a QR code linking directly to the policy online. Each guest must agree to this prior to booking a reservation, as well as agree to list all individuals who will be staying at the house, even if they aren't staying overnight.
3. We have installed 3 different types of technology, aimed at measuring and reducing noise levels to ensure that neighbors are not disturbed by our guests, especially during evening/quiet hours. These devices are recommended for hosts of Airbnb.
 - 4 recording security cameras (Arlo Pro 4) posted outside near entry doors to the house, which allows us to count how many people are entering the house and be on the lookout for any disturbances or unusual behavior.
 - 4 decibel/noise sensors (Noise-Aware) installed on each deck and one inside the house as well to alert us if noise gets beyond our set thresholds.
 - 1 sensor (Party-Squasher) that attaches to our wifi and can track approximately how many devices are in the vicinity; this alerts us to possible parties or possible unregistered guests at the property.
4. We have a posted house rule about quiet hours after 9:00 p.m.; this rule is also posted on all decks and outdoor areas of the house in a location where everyone can easily see it. We also plan to post a sound-activated, auto-illuminating "Quiet Time" sign on the back deck (manufacturer: NoiseMeters Inc.). This sign will be posted on a soon-to-be constructed, 6-foot tall acoustical/sound-absorbing

wall that will be mounted on the back deck, right behind the hot tub. This sign will illuminate automatically and be easily visible on the wall, in the event that decibel levels go higher than what is allowable.

5. We have 10+ parking spots on our property, so that no guests need to park on the road; this will prevent the restriction of normal traffic flow.
6. We have had a fire extinguisher installed within 20 feet of the fire pit and there are no trees or other such items in the immediate vicinity of the fire pit. We also have a recording camera installed that allows us to monitor activities around the fire pit. The house rules also include an item about prohibited outdoor fires and we have wildfire danger signs posted at every door to the house. (5 places) stating that all outdoor fires are strictly prohibited. We also have outdoor smoking receptacles at every exterior door so guests can safely extinguish their smoking devices. Also regarding fire safety, we have 4 additional fire extinguishers inside the house (one under the kitchen sink, one in the garage, and one by each of the 2 pellet stoves). We have installed combination smoke/co detectors within 3 feet of the door for each of the 4 bedrooms and 2 bathrooms and one in the stairwell leading from the garage.
7. Regarding the septic system: As a point of reference, the previous owners' average guest count at any one time is 11. They primarily only booked on weekends, leaving most weekdays empty. They had guests staying there 42% of the time. 11 people on average for 42% of the time is only 4.62 people using the septic consistently. If they had a maximum of 16 people consistently, that average across 42% of rented time still only averages out to 6.7 people. The previous owners had the septic system inspected 3 times since last fall by Shirley Septic and Plumbing located in Pine, Colorado. Each inspection has been the same result: 'no pumping required, and everything looks good'. The previous owners also asked the inspector if the septic system needed to be upgraded based on the number of people, but he advised that based on what he was seeing it was fine as-is. The septic was also inspected again and pumped the week of Sept. 5, 2022 and is clean and in good working order. We also have additional safeguards in place to keep the septic system running well. We have septic compatible toilet paper and a rule about what not to flush down the toilets posted in each bathroom. We also have a food net installed in the kitchen sink, where guests are to collect food waste to dispose of in the trash and not down the sink, and we don't have a garbage disposal. We supply all cleaning products for the home, and they are all rated as septic safe. Laundry is not washed onsite,

all laundry is professionally washed, sanitized, and folded by a local laundry service - The Laundry Yard.

Hopefully you can see that we are committed to operating responsibly and serving our guests in a safe and compliant way and being respectful of the neighborhood as well.

We look forward to discussing any questions or comments you may have regarding our request for approval to operate as a short-term rental property. Thank you for considering our application and we look forward to hearing from you soon!

Sincerely,

Michael Auld
Mobile: 720-394-1590
E-Mail: rockone1515@gmail.com

Traci Maloney
Mobile: 720-775-8806
E-Mail: tracimaloney@yahoo.com



Order No.: 598-CS0602922-752

GENERAL WARRANTY DEED

Doc Fee: \$96.00

THIS DEED, Made this 19th day of September, 2022, between

Vance A. Singleton and Elizabeth A. Singleton, and Robert Deming Richardson, II and Ronda Walker Richardson,

grantor, and

Michael D. Auld and Delwyn Van Essen, as Tenants in Common

whose legal address is 8425 South Doubleheader Ranch Road, Morrison, CO 80465-2510,

grantees:

WITNESS, That the grantor, for and in consideration of the sum of **Nine Hundred Sixty Thousand And No/100 Dollars (\$960,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Jefferson, State of COLORADO, described as follows:

Lot 47, Doubleheader Ranch Estates - Filing 4,
County of Jefferson, State of Colorado.

also known by street and number as 8425 South Doubleheader Ranch Road, Morrison, CO 80465-2510

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 grantor, 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 grantees, their heirs and assigns forever. And the grantor, for themselves, their heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

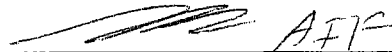
The grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.


GENERAL WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

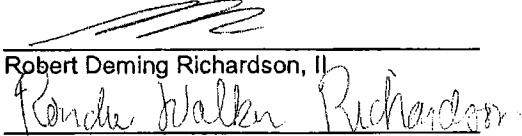
GRANTOR:



Vance A. Singleton by Robert Deming Richardson II, attorney in fact



Elizabeth A. Singleton by Robert Deming Richardson II, attorney in fact



Robert Deming Richardson, II
Ronda Walker Richardson

GENERAL WARRANTY DEED
(continued)

State of Colorado)

)ss
County of Jefferson

The foregoing instrument was acknowledged before me this 19th day of September, 2022 by Robert Deming Richardson II as agent for Vance A. Singleton.

Susan Savajian
Notary Public

My Commission Expires: _____

(SEAL) State of Colorado)

SUSAN SAVAJIAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964017666
MY COMMISSION EXPIRES OCTOBER 12, 2024

)ss
County of Jefferson

The foregoing instrument was acknowledged before me this 19th day of September, 2022 by Robert Deming Richardson II as agent for Elizabeth A. Singleton.

Susan Savajian
Notary Public

My Commission Expires: _____

(SEAL)

SUSAN SAVAJIAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964017666
MY COMMISSION EXPIRES OCTOBER 12, 2024

State of Colorado)

)ss
County of Jefferson

The foregoing instrument was acknowledged before me this 19th day of September, 2022 by Robert Deming Richardson, II and Ronda Walker Richardson known or identified to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that he/she executed the same.

Susan Savajian
Notary Public

My Commission Expires: _____

Deed (General Warranty)
COD1268.doc / Updated: 07/05/22

Page 3
SUSAN SAVAJIAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964017666
MY COMMISSION EXPIRES OCTOBER 12, 2024

SUSAN SAVAJIAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964017666
MY COMMISSION EXPIRES OCTOBER 12, 2024

GENERAL WARRANTY DEED

(continued)

(SEAL)



INTER-CANYON FIRE PROTECTION DISTRICT

November 29, 2022

Jefferson County Planning and Zoning
100 Jefferson County Parkway
Suite 3550
Golden, Colorado 80419-3550

RE: 8425 S. DOUBLEHEADER RANCH RD. – SHORT TERM RENTAL

To Whom It May Concern,

Based on the information provided at this time, the Inter Canyon Fire Protection District has the following comments regarding the above listed property:

1. The property owner is proposing to use this house as a short-term rental.
2. This property is located in the Inter Canyon Fire Protection District.
3. Service to the area is provided by Inter Canyon Fire Protection District.
4. According to Google Maps this location is approximately 2.3 miles the closest volunteer fire station. The estimated driving time would be 5 minutes. In addition, the estimated dispatch and turnout time is 6-10 minutes.
5. Response times may be impacted by weather conditions, road conditions and seasonal tourist traffic.
6. The area has very limited fire protection water supply.
7. The property is located in a wildland-urban interface area classified by Jefferson County as Wildfire Zone 1.
8. It's the owner's responsibility to install and maintain fire extinguishers, smoke alarms and carbon monoxide detectors.
9. It's the owner's responsibility to notify tenants of fire safety precautions, emergency procedures, evacuation routes, etc.
10. It's the owner's responsibility to install no parking fire lane signs, manage guest parking and maintain year-a-round fire apparatus access for the driveway.
11. These comments are based on currently available information. If plans or conditions change in the future, additional comments may be necessary.

303-697-4413 Office - 303-697-6770 Fax www.intercanyonfire.org
7939 South Turkey Creek Rd., Morrison, CO 80465



INTER-CANYON FIRE PROTECTION DISTRICT

Please contact me by email at rparker@elkcreekfire.org if I can be of further assistance.
Sincerely,

Roger Parker
Fire Marshal
Elk Creek Fire Protection District
Under Contract with Inter-Canyon Fire Protection District

TREE TRAXE Llc.

Travis Griffin

Forester, Arborist, Firefighter, Consultant

Electronic Transmittal Form

This is one page including the cover page

Date: 12/12/2022

TO: Jefferson County Planning and Zoning

FROM: Travis Griffin / Wildland Interface Fire Specialist

SUBJECT: Defensible Space Inspection

FINAL APPROVAL

Trees have been **cut and removed** as designed to reduce wildland fire hazard around the home site and has received my **Final Approval** for the following address.

CONTACT & ADDRESS: 8425 S Doubleheader Ranch Rd. Morrison CO

PERMIT #: **22-130149DS**

Sincerely,

Travis Griffin


TREE TRAXE LLC. 9452 Garden Ct. Highlands Ranch CO, 80126 TreeTraxe.info 303-704-2858
<mailto:treetraxe@gmail.com>

--{EXTERNAL}-- Fwd: Permit 22-130149DS

Mike Auld <rockone1515@gmail.com>

Mon 12/12/2022 5:30 PM

To: Sara Kohles <skohles@co.jefferson.co.us>

 1 attachments (10 KB)

Auld TREE TRAXE Final Inspection.docx;

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.


----- Forwarded message -----

From: **Mike Auld** <rockone1515@gmail.com>

Date: Mon, Dec 12, 2022, 4:12 PM

Subject: Fwd: Permit 22-130149DS

To: Del Van Essen <Del.VE@rate.com>, Traci Maloney <tracimaloney@yahoo.com>

We got our defensible space inspection today and all was good 

----- Forwarded message -----

From: **Tree Traxe, LLC** <treetraxe@gmail.com>

Date: Mon, Dec 12, 2022, 2:58 PM

Subject: Permit 22-130149DS

To: <pzpermits@jeffco.us>

Cc: Mike Auld <rockone1515@gmail.com>, <thebestmountainretreat@gmail.com>

Hi PZ Permit-

Please see attached Final Inspection report for 8425 S . Doubleheader Ranch Rd. Morrison CO.

Please reply to this report, that the report has been received. Thanks for all your help!

The landowner requested I give a quick review of the property from my personal wildland fire response lens. These are reasonable and general comments outside of this required defensible space permit inspection, which has been completed.

Under moderate burning conditions with many variables including but not limited to: time, resource availability, evacuation status, fire behavior and other factors. Generally, this property has improved from a non-defensible rescue drive to a non-defensible prep and leave category as identified in the Incident Response Pocket Guide pages 13 and 14 (link below). With the key factor being a safety zone on the property. There is a safety zone nearby just south of the property, and one could argue this may increase the property to defensible prep and leave with favorable variables mentioned. Many factors on the property including but not limited to; surface vegetation intermixed with significant rock component limits surface fuel continuity, and multiple access roads surrounding the property exist which would aid firefighters and incident management team members in protecting this property under moderate burning conditions.

<https://www.nwccg.gov/sites/default/files/publications/pms461.pdf> [nwccg.gov]

These are just a few comments the landowner requested I capture, as he was very receptive as a good steward of the property as it relates to wildland fire risk reduction and understands the relationship between hazardous fuels risk

reduction practices taken, ongoing maintenance, and hardening of the structure(s).

--

Tree Traxe LLC.

Travis Griffin

303-704-2858

treetraxe.info [treetraxe.info]

9452 Garden Ct.

Highlands Ranch CO 80126

treetraxe@gmail.com

ISA Certified Arborist

Jeffeson County Wildland Fire Interface Mitigation Specialist

WRJ-294.5

COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St.
Denver, Colorado 80203

TYPE OR PRINT IN BLACK INK. COPY OF ACCEPTED STATEMENT MAILED ON REQUEST.

STATE OF COLORADO }
COUNTY OF Jefferson } SS.

RECEIVED
MAY 7 1979
STATE ENGINEER

- X STATEMENT OF BENEFICIAL USE OF GROUND WATER
AMENDMENT OF EXISTING RECORD
LATE REGISTRATION

PERMIT NUMBER 98641 LOCATION OF WELL

THE AFFIANT(S) Richard Parry
whose mailing address is 8425 So. Doubleheader Ranch Rd.
City Morrison, Colorado 80465
being duly sworn upon oath, deposes and says that he (they) is (are) the owner(s) of the well described hereon, the well is located as described above, at distances of 975 feet from the N section line and 1125 feet from the W section line; water from this well was first applied to a beneficial use for the purpose(s) described herein on the 26th day of March, 1979; the maximum sustained pumping rate of the well is 5.0 gallons per minute, the pumping rate claimed hereby is 5.0 gallons per minute; the total depth of the well is 425 feet; the average annual amount of water to be diverted is 1 acre-feet; for which claim is hereby made for household use only purpose(s); the legal description of the land on which the water from this well is used is Lot 47 4th Filing Double Header Ranch Estates of which none acres are irrigated and which is illustrated on the map on the reverse side of this form; that this well was completed in compliance with the permit approved therefor; this statement of beneficial use of ground water is filed in compliance with law; he (they) has (have) read the statements made hereon; knows the content thereof; and that the same are true of his (their) knowledge.

Signature(s) Richard E. Parry
Subscribed and sworn to before me on this 28th day of April, 1979
My Commission expires: 1-20-80
Patricia M. Simpson
NOTARY PUBLIC

ACCEPTED FOR FILING BY THE STATE ENGINEER OF COLORADO PURSUANT TO THE FOLLOWING CONDITIONS:

FOR OFFICE USE ONLY
Court Case No.
Prior. Mo. Day Yr.
Div. 1 City 30
Sec. 1/4 1/4 1/4
Well Use 0
Dist. 09 Basin Man. Dis.

Well drilled by Earnie's Drilling Lic. No. 778

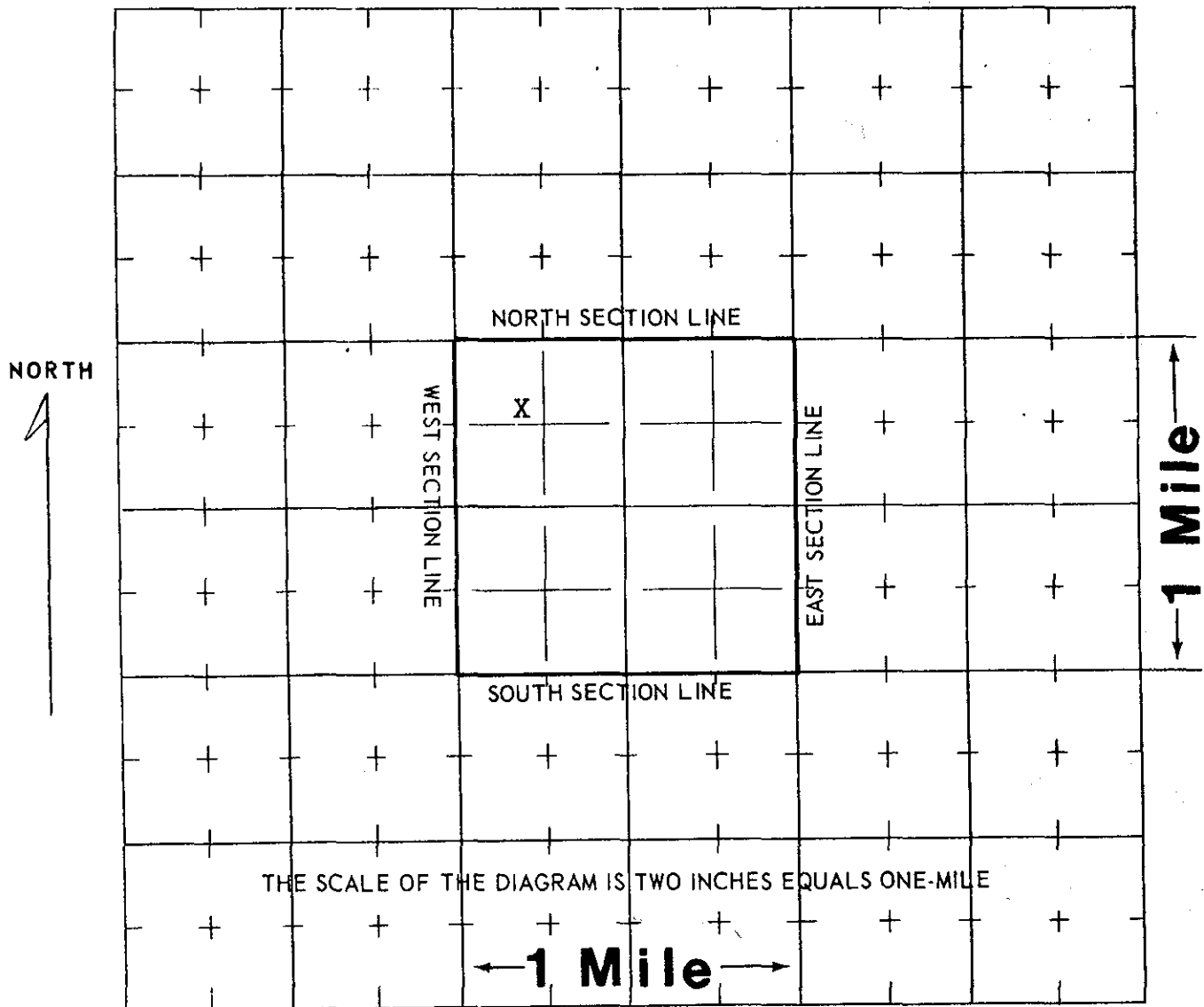
Permanent Pump installed by owner Lic. No. _____

Meter Serial No. _____ Flow Meter Date Installed 3-1-79

Owner of land on which water is being used Richard Parry

THE LOCATION OF THE WELL MUST BE SHOWN AND FOR LARGE CAPACITY IRRIGATION WELLS THE AREA ON WHICH THE WATER IS USED MUST BE SHADED OR CROSS-HATCHED ON THE DIAGRAM BELOW.

This diagram represents nine (9) sections. Use the **CENTER SQUARE** (one section) to indicate the location of the well, if possible.



WATER EQUIVALENTS TABLE (Rounded Figures)

- An acre-foot covers 1 acre of land 1 foot deep.
- 1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm).
- 1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
- 1,000 gpm pumped continuously for one day produces 4.42 acre-feet.
- 100 gpm pumped continuously for one year produces 160 acre-feet.

**(WHITE AND PINK COPY TO BE FILED WITH THE STATE ENGINEER
PINK COPY WILL BE RETURNED TO OWNER)**

COLORADO DIVISION OF WATER RESOURCES

1313 Sherman Street - Room 818
Denver, Colorado 80203

RECEIVED

DEC 11 1978

THIS FORM MUST BE SUBMITTED
WITHIN 60 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE-
ON. TYPE OR PRINT IN BLACK
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 98641

WATER RESOURCES
STATE ENGINEER

Jefferson County

WELL OWNER SIMPSON CONSTRUCTION CO., INC.

NW 1/4 of the NW 1/4 of Sec. 5

ADDRESS 20255 Flint Lane
Morrison, Colorado 80465

T. 6 S. R. 70 W. 6th P.M.

DATE COMPLETED October 31, 19 78

(Double Header Ranch Est: Lot 47, Unit 4)
HOLE DIAMETER

7-7/8 in. from 0 to 23 ft.

6-1/32 in. from 23 to 425 ft.

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	20	Fractured pink granite	108
20	85	Pink granite	
85	215	Pink and grey granite	
215	280	Black schist and pink granite gneiss	
280	305	Black schist and white granite	410
305	400	White granite and black schist	
400	425	Pink granite	
		TOTAL DEPTH <u>425 ft.</u>	

Use additional pages necessary to complete log.

_____ in. from _____ to _____ ft.

DRILLING METHOD Air percussion

CASING RECORD: Plain Casing

Size 6-5/8 & kind Steel from +1 to 20 ft.

Size 4" & kind Plastic from 15 to 325 ft.

Size _____ & kind _____ from _____ to _____ ft.

Perforated Casing

Size 4" & kind Plastic from 325 to 425 ft.

Size _____ & kind _____ from _____ to _____ ft.

Size _____ & kind _____ from _____ to _____ ft.

GROUTING RECORD

Material Cement

Intervals 0 - 23'

Placement Method poured

GRAVEL PACK: Size _____

Interval _____

TEST DATA

Date Tested October 27, 19 78

Static Water Level Prior to Test 103 ft.

Type of Test Pump blown by air

Length of Test one (1) hour

Sustained Yield (Metered) 5.0 g.p.MINUTE

Final Pumping Water Level 425 ft.

Analysis Report

Workorder: 2331411 Environmental Microbiology, Wa

Sample Results

Lab ID: 2101521260	Sample ID: 217 12	Sample Type: Water
Date Collected: 08/05/2021 11:00	Collection Site: 8425 S DOUBLE HEADER RANCH RD MORRISON CO	
Date Received: 08/05/2021 12:39	Site Description:	
Description: 8425 S DOUBLE HEADER RANCH RD MORRISON CO		

Parameter	Results	Units	MRL	MCL	DF	Prepared	Analyzed	Qual
EPA 9223B (Total Coliform and E. coli P/A)								
COLIFORM P/A	ABSENT				1	08/06/2021 14:05	08/06/2021 14:05	*
<i>A COLIFORM P/A result of "ABSENT" indicates a microbiologically safe sample. Coliform was absent or less than one(<1) Coliform per 100 ml.</i>								
E. COLI P/A	ABSENT				1	08/06/2021 14:05	08/06/2021 14:05	*
<i>An E. COLI P/A result of "ABSENT" indicates that E.coli was NOT DETECTED.</i>								

Additional Information

SDWS Data

Free Chlorine
Total Chlorine
Temperature at Collection:
Temperature at Receipt:

0

WELL

Navatel 3-24

*sqg
D-B*

JEFFERSON COUNTY HEALTH DEPARTMENT
250 So. Kipling St., Lakewood, Colorado 80226
Phone: 238-6301

No. 7161

PERMIT FOR INDIVIDUAL SEWAGE DISPOSAL SYSTEM

Permit issued to: Robert Simpson

Address: 20255 Flint Lane Morrison, Colorado 80465

Location of System:

Legal Description: Lot 47, Fling 4, Double Header Ranch Estates

Street Address: _____

Conditions For Permit Issuance: 1. A preliminary inspection must be made by this department upon completion of the 6' excavation. 2. The designing engineer must certify in writing to this department that the construction and installation of the system has been completed with the terms of this permit. 3. Maintain all plot plan distances. 4. Maintain 200' or more from any other existing wells or leach fields not shown on plot plan.

Application Fee: \$ 75.00

Receipt No. 9735

Application Acceptance Date: September 29, 1978 THIS PERMIT EXPIRES ONE YEAR FROM THIS DATE.

Refer to this permit number regarding any inquiry or request. No acceptance of this system will be made without final inspection by this Department.

Contact this Department (8:30 to 9:15 A.M.) to arrange for required inspection(s).

Carl J. Johnson, M.D.
Health Officer

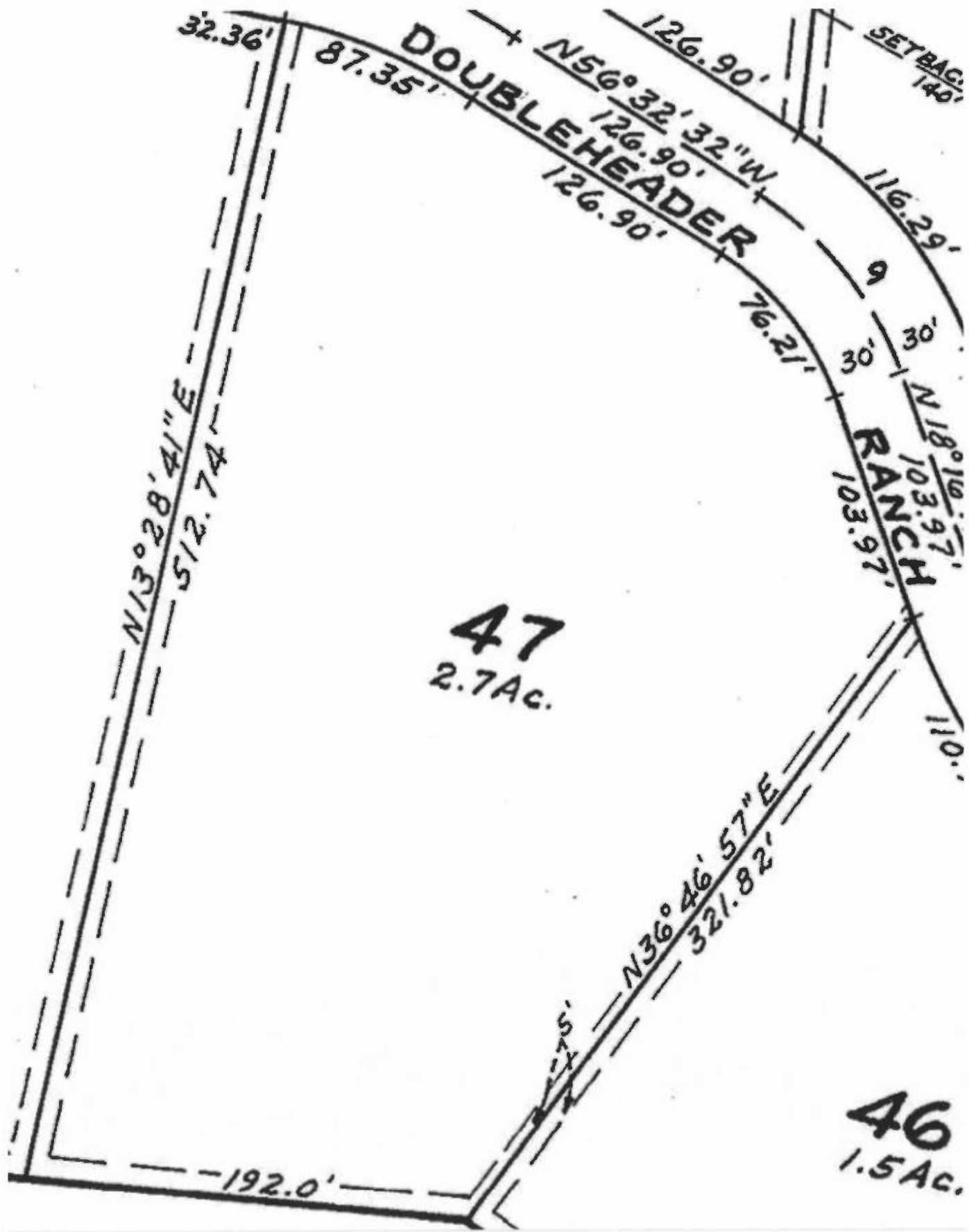
This individual sewage disposal system was installed by Russell (License No. _____) and has been inspected and accepted for use by a representative of the Jefferson County Health Department. The owner assumes all responsibility in case of failure or inadequacy of this sewage disposal system. Completed plot plan on reverse side.

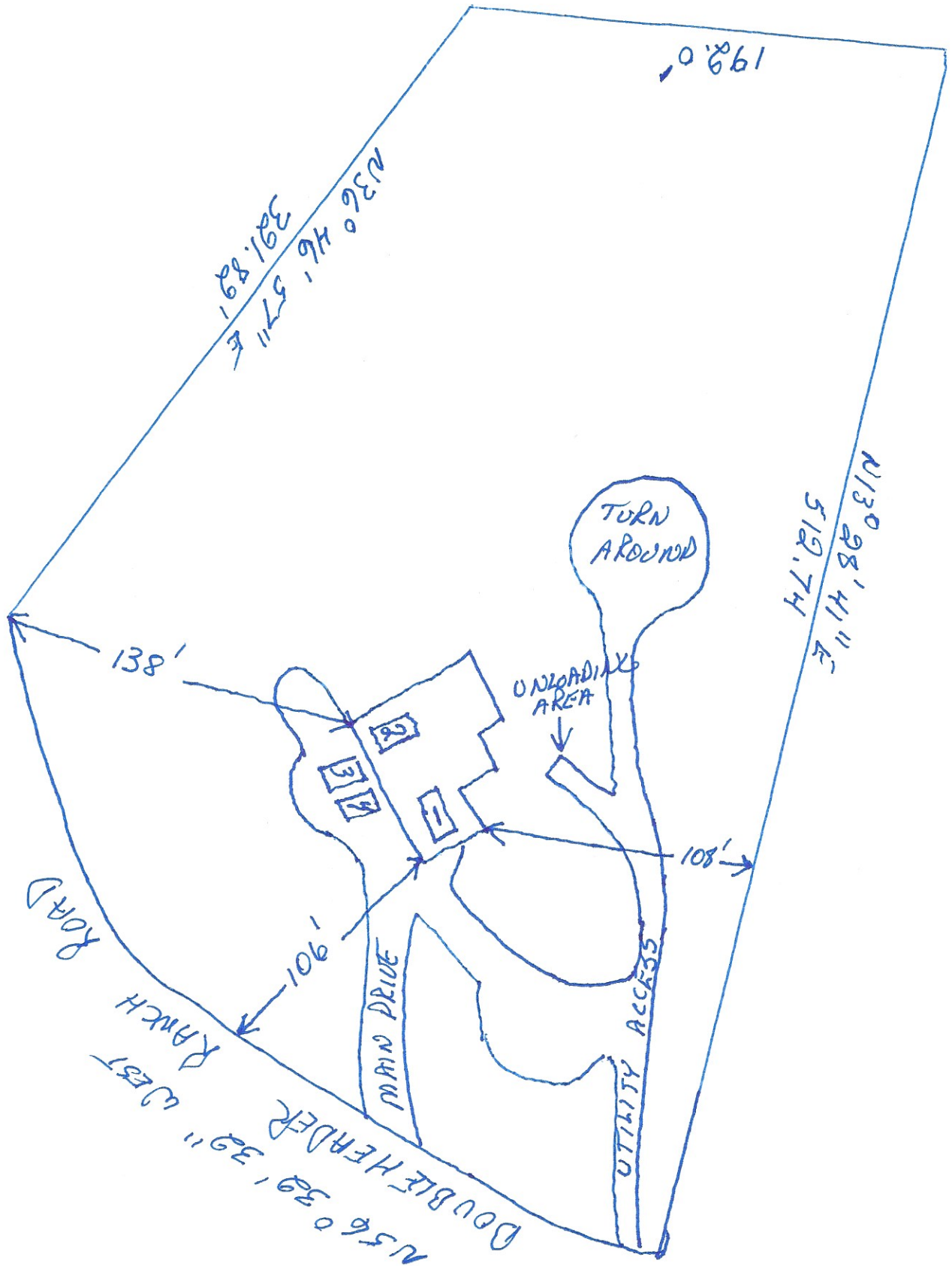
Date: 3-27, 1979 Sanitarian: [Signature]

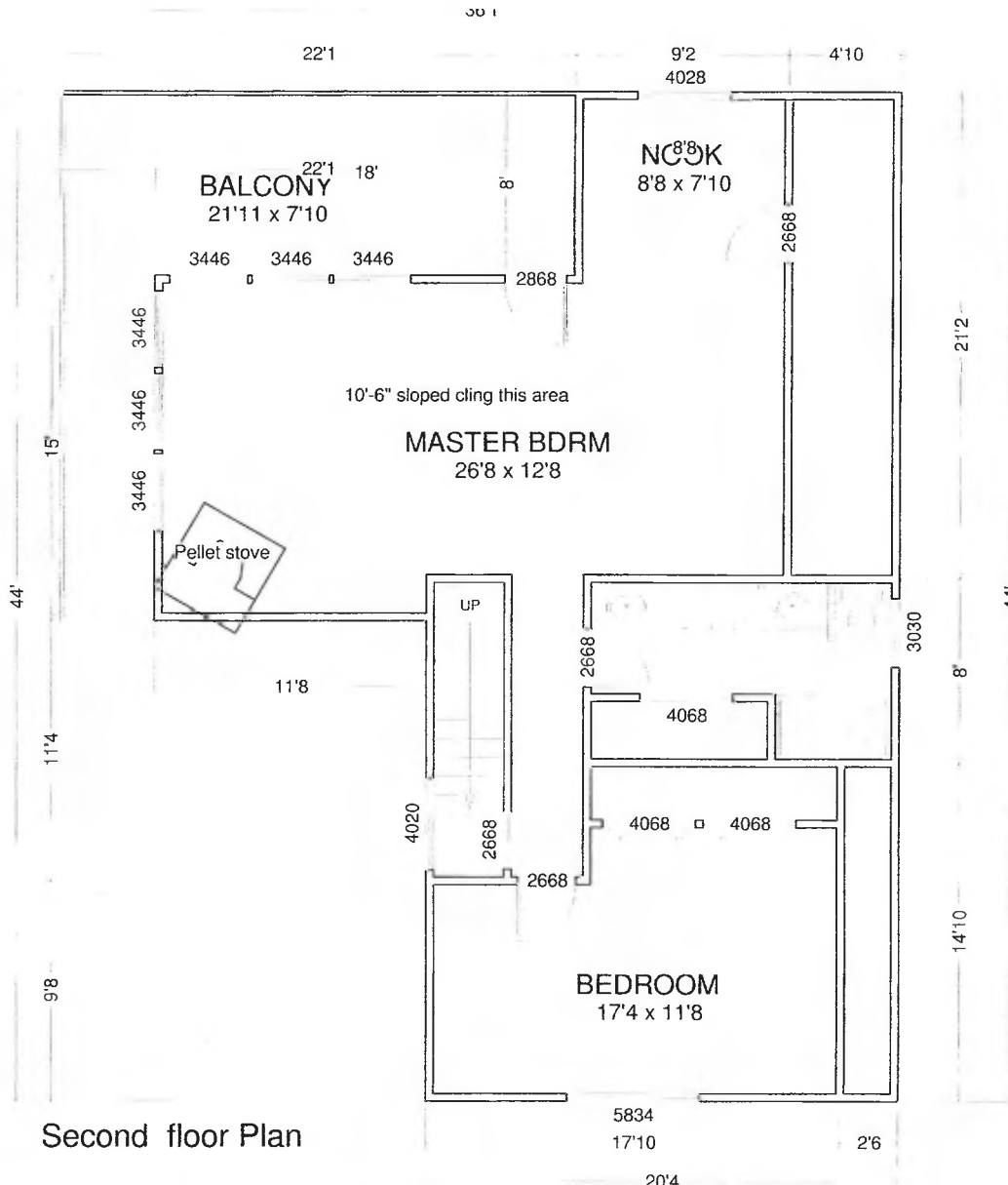
11-14-78 - 12 X 60 X 6' All wells O.K.

(u) Engineer's letter received

11-2-78 - Reel 1 - [Signature] Street Signs







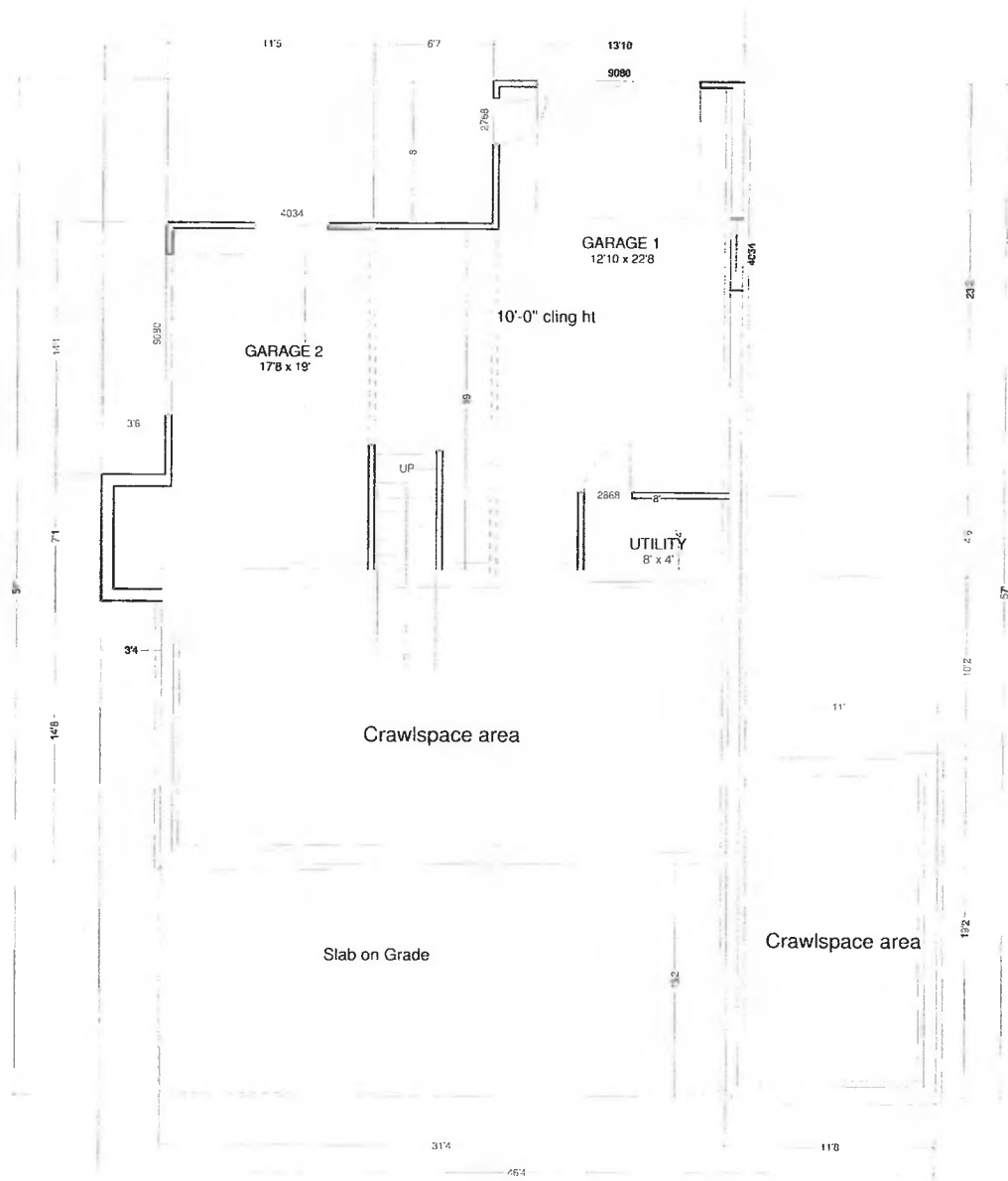
Second floor Plan

PROJECT: 8425 S Doubleheader Ranch Rd

LIVING AREA
1018 sq ft

Scale : 1/4" = 1' DATE: 07/12/2012

C.C.S. Build & Design, Inc.
PO Box 911
Conifer CO 80433
PHONE: (303) 482 2047
FAX (303) 569 6385



Foundation Plan

PROJECT: 8425 S Doubleheader
 Ranch Rd
 Scale : 1/4" = 1' DATE: 07/12/2012

C.C.S. Build & Design, Inc.
 PO Box 911
 Conifer CO 80433
 PHONE: (303) 482 2047
 FAX (303) 569 6385

Main Level







Upper Level

















Wildfire Danger!



You may use the propane firepit
and grill provided on the back patio.

All other outdoor fires are strictly
prohibited.

Red Rocks Retreat

--{EXTERNAL}-- Case# 22-127822VC Special Exception to allow a Short-Term Rental

Liz Fedyna <lfedyna@att.net>

Tue 12/13/2022 5:08 PM

To: Sara Kohles <skohles@co.jefferson.co.us>

📎 1 attachments (12 MB)

CWPP 2021.pdf;

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Re: Case# 22-127822VC Special Exception to allow a Short-Term Rental

Dear Ms. Kohles,

I am a resident of Doubleheader Ranch Estates and am contacting you in regard to health and safety concerns as they relate to the proposed special exception to allow a short-term rental permit for 8425 Doubleheader Ranch Road.

According to the Elk Creek & Inter-Canyon Fire Protection Districts 2021 Community Wildfire Protection Plan (CWPP), (attached) the Doubleheader Ranch/Hillview Planning Unit in which the proposed short-term rental is located, is ranked "Extreme" in regard to relative risk. Therefore, I urge you and the Board of Adjustment to strongly consider all applicable criteria as listed in the Zoning Resolution as they pertain to wildfire safety including but not limited to 11.B.e. 2 (c) and 11. G to ensure the property owner is compliant with all defensible space and fire safety requirements before any exception or permit is granted.

I would also bring to your attention the following considerations as they pertain to this planning unit, as noted on page 68 of the CWPP:

- *"This planning unit does not have enough hydrants."* In a recent conversation with an Inter-Canyon Fire Fighter, I was informed that in the event of a structure fire on Doubleheader Ranch Road, the fire district would need to obtain water outside of the neighborhood and transport it to the fire which would negatively impact response time thus increasing the likelihood a structure fire could spread to adjoining properties.
- *"41% of the roads are potentially non-survivable."* It is important to note that there is only one way in and out of this neighborhood putting tenants who are unfamiliar with the area at risk while attempting to evacuate, particularly at night or in dense smoke conditions.
- *"Many homes have combustible construction and materials near the homes, and there is not adequate defensible space, especially with the steep slopes."* See photo below which shows the location of this home on a slope. (Photo obtained from active Airbnb Listing.)
- *"Under 60th percentile weather conditions, 68% of the unit is susceptible to passive or active crown fires, average flame lengths in the unit are 16 feet and can reach a maximum of 99 feet."* See same photo below which appears to show the home is surrounded by dense foliage with interlocking canopies.

I appreciate your attention to the health and safety of the residents of this neighborhood and any potential short-term tenants of this property.

Sincerely,

Liz Fedyna



--{EXTERNAL}-- STR permit at 8425 S Doubleheader Ranch Rd

Kristal Miles <drkristalmiles@icloud.com>

Tue 12/13/2022 1:19 PM

To: Sara Kohles <skohles@co.jefferson.co.us>

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sara,

My name is Kristal Miles and I live at 8355 S Doubleheader Ranch Rd. I'm writing in regards to the property at 8425 Doubleheader Ranch Rd that is trying to obtain a short term rental permit. The property was previously being run as an illegal airBNB and despite what I heard about them receiving a cease and desist from the county they continued to rent the home out (I have pictures of all the different cars at the property each weekend). So when I saw last week that these people were applying to get a permit I was quite concerned for numerous reasons. But my neighbors have told me that the home is now under new ownership. I started to think about that and realized that I'm still seeing the same kind of cars in the driveway (obviously most cars are not unique so it could be a coincidence). But also I never saw any indication this house was for sale and it's seems quite amazing to be sold quietly to someone who would also like to run it as an airBNB. In addition, the airBNB website that has the property already listed is being called exactly the same thing as it was when the previous owners were running it. I tried to search Jeffco's website but it does not look like it has been updated. So I was hoping prior to the hearing we could be told 1) when the house was sold and if it was sold was it at a comparable price and not just done as a title transfer for a small amount of money to make it look like it's new owners 2) the name of the new owner and where they live (if they are out of state or several cities away it seems like they won't be able to monitor the property appropriately when renting it every weekend). I really appreciate your help!

Thanks so much!

Best regards,

Kristal Miles

Sent from my iPhone

--{EXTERNAL}-- STR Case number 22-127822VC

Andy Abreu <andy.abreu@gmail.com>

Wed 12/14/2022 11:03 AM

To: Sara Kohles <skohles@co.jefferson.co.us>

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Sarah,

This is in regards to the special exception request to allow a short term rental on 8425 Doubleheader Ranch RD (Case number 22-127822VC). I wanted to bring to your attention that they are planning to have an occupancy of 15 people (see their Airbnb listing here <https://abnb.me/LqgLB0S4pvb> [abnb.me]).

I could be wrong but reviewing the public records for this house, it looks like they don't have the adequate water and sewer to accommodate that many people in the property. Could you look into this?

Thanks,

-Andy

NoiseAware

DASHBOARD

LIVE EVENTS

EVENTS HISTORY

MANAGE

PROPERTIES

INTEGRATIONS

ADMINISTRATOR TOOLS

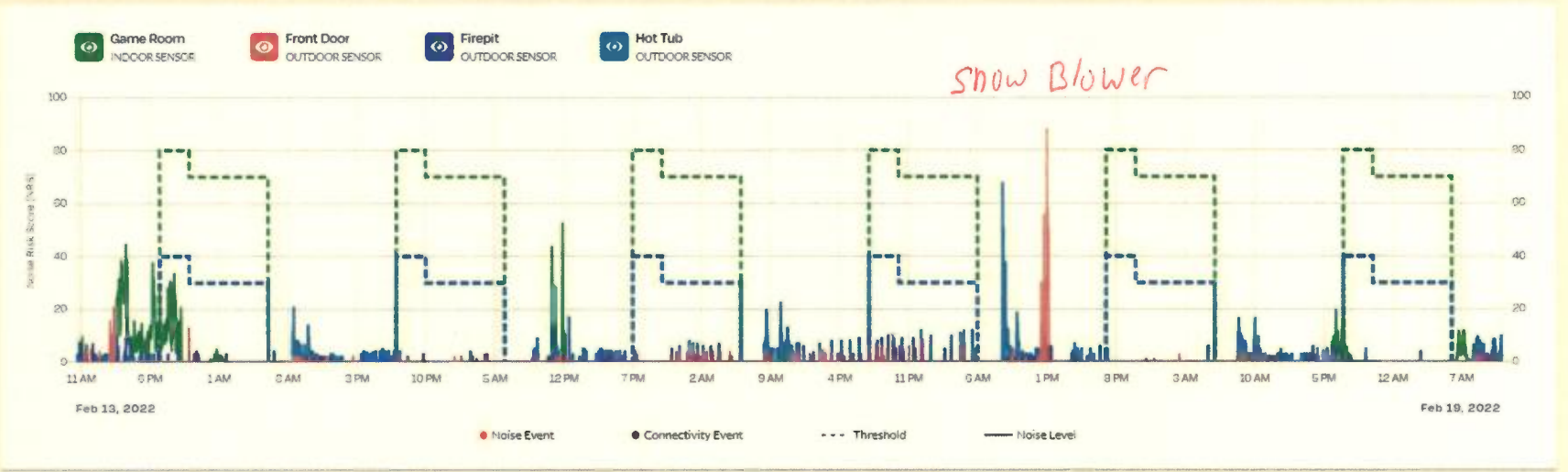
EYOUNG96@COMCAST.NET

Feedback

BETH SINGLETON BS

Feb 13, 2022 - Feb 19, 2022

REFRESHED 0 MINUTES AGO



NoiseAware

DASHBOARD

LIVE EVENTS

EVENTS HISTORY

MANAGE

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ORGANIZATION

EYOUNG96@COMCAST.NET

Feedback

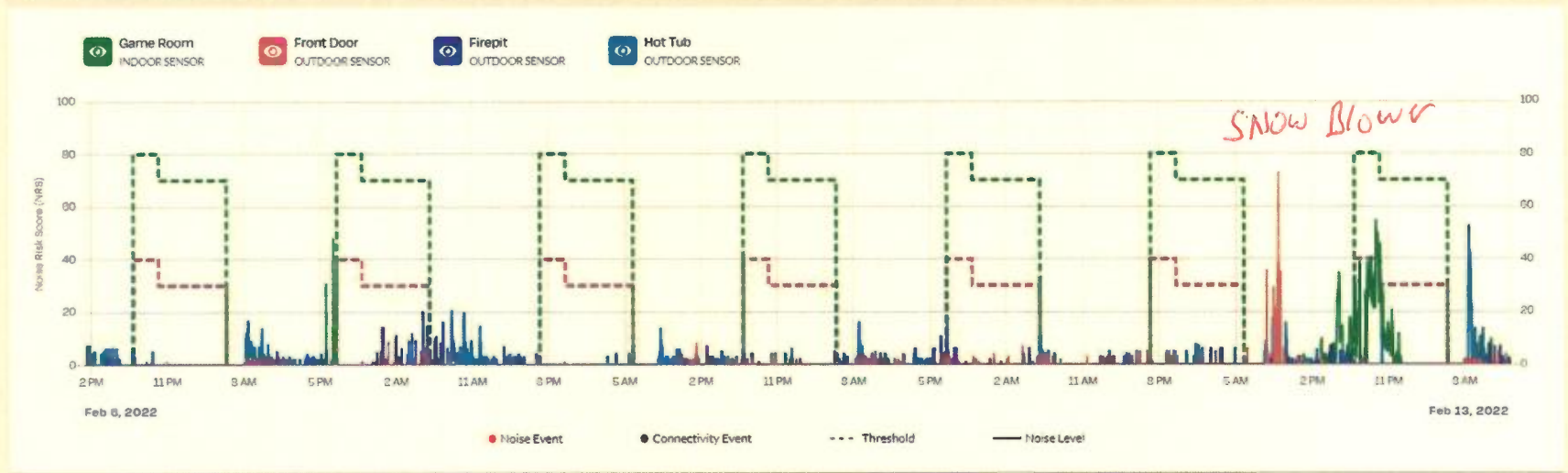
BETH SINGLETON BS

Red Rocks Retreat

ID: 47232

8425 S Doubleheader Ranch Rd, Morrison CO 80465

LAST 7 DAYS REFRESHED 0 MINUTES AGO



Red Rocks Retreat

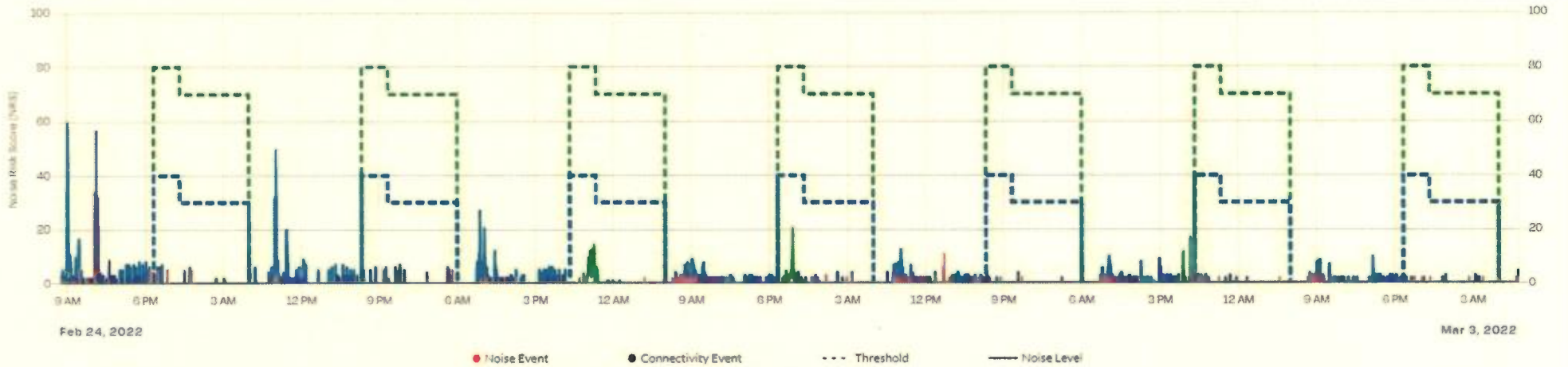
ID: 47232

8425 S Doubleheader Ranch Rd, Morrison CO 80465

LAST 7 DAYS

REFRESHED 0 MINUTES AGO

-  **Game Room**
INDOOR SENSOR
-  **Front Door**
OUTDOOR SENSOR
-  **Firepit**
OUTDOOR SENSOR
-  **Hot Tub**
OUTDOOR SENSOR



NoiseAware

DASHBOARD

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EVENTS HISTORY

MANAGE

PROPERTIES

INTEGRATIONS

ADMINISTRATOR TOOLS

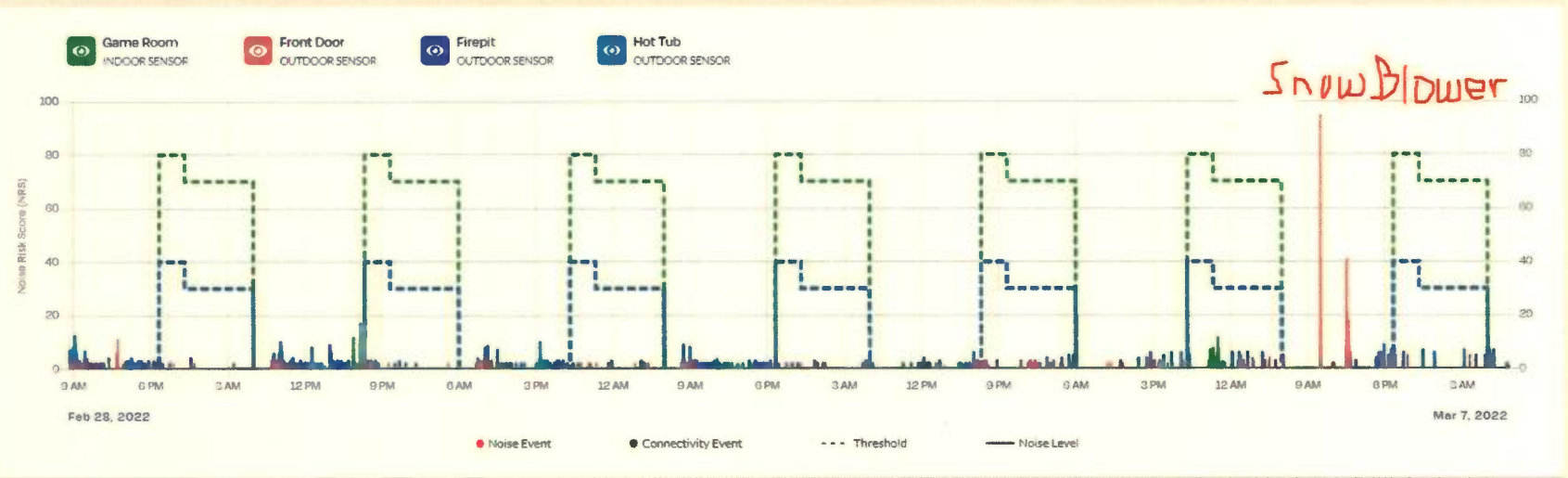
EYOUNG96@COMCAST.NET

Feedback

BETH SINGLETON BS

LAST 7 DAYS

REFRESHED 0 MINUTES AGO



DASHBOARD

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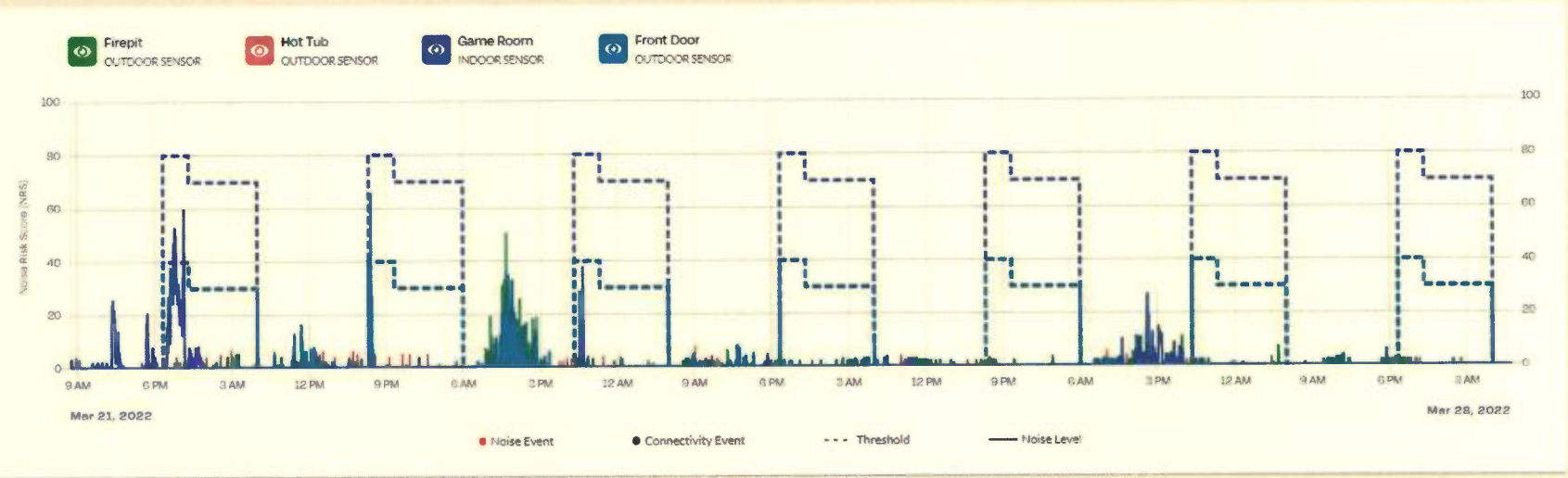
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ID: 47232

8425 S Doubleheader Ranch Rd, Morrison CO 80465

LAST 7 DAYS

REFRESHED 0 MINUTES AGO



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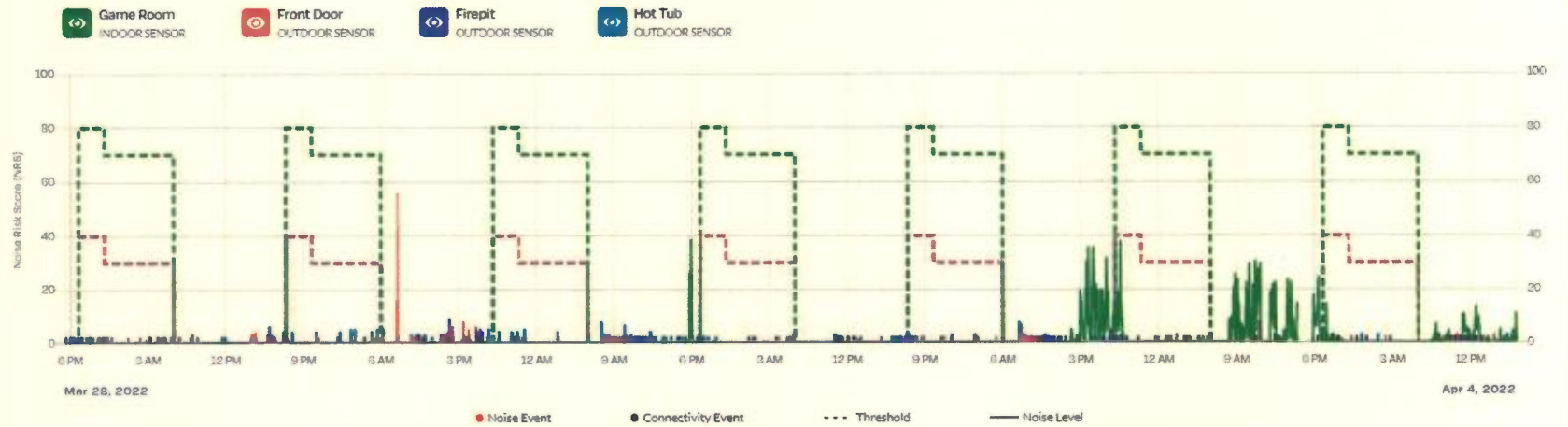
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LAST 7 DAYS

REFRESHED 0 MINUTES AGO



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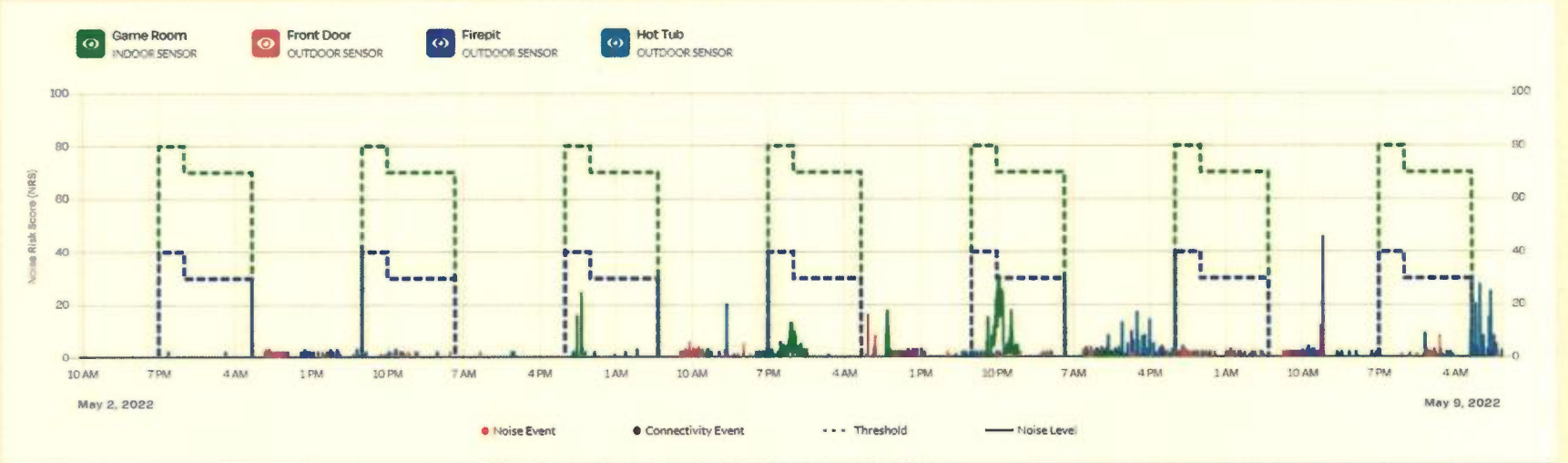
BETH SINGLETON BS

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LAST 7 DAYS REFRESHED 0 MINUTES AGO



DASHBOARD

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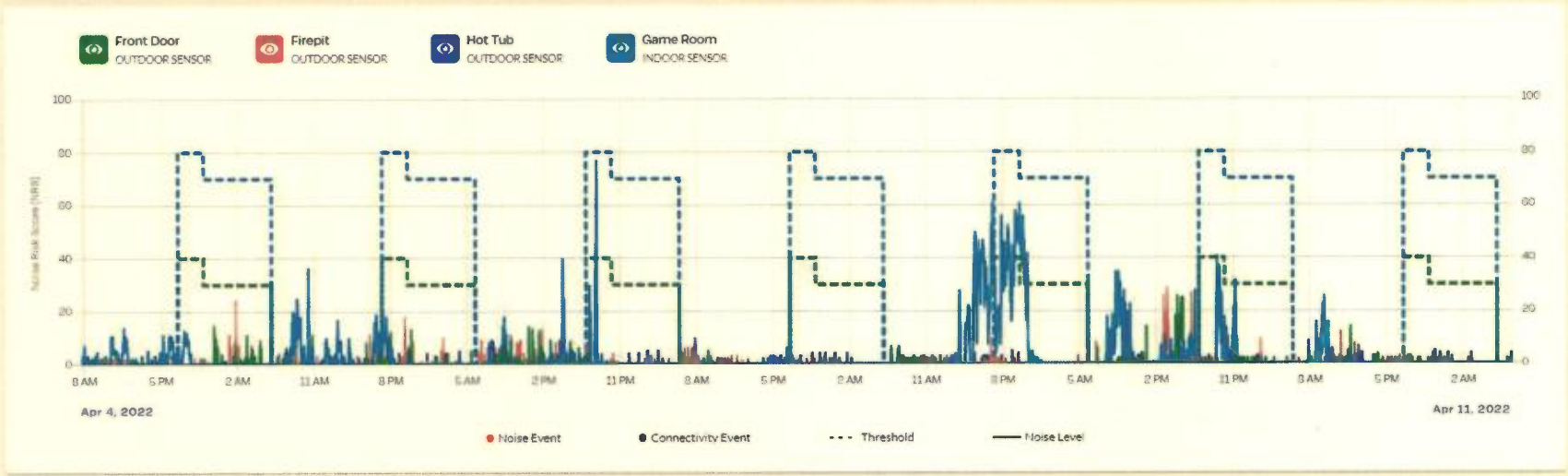
ORGANIZATION

Red Rocks Retreat EDIT PROPERTY

ID: 47232

8425 S Doubleheader Ranch Rd, Morrison CO 80465

LAST 7 DAYS REFRESHED 0 MINUTES AGO



NoiseAware

DASHBOARD

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EYOUNG96@COMCAST.NET

Feedback

BETH SINGLETON

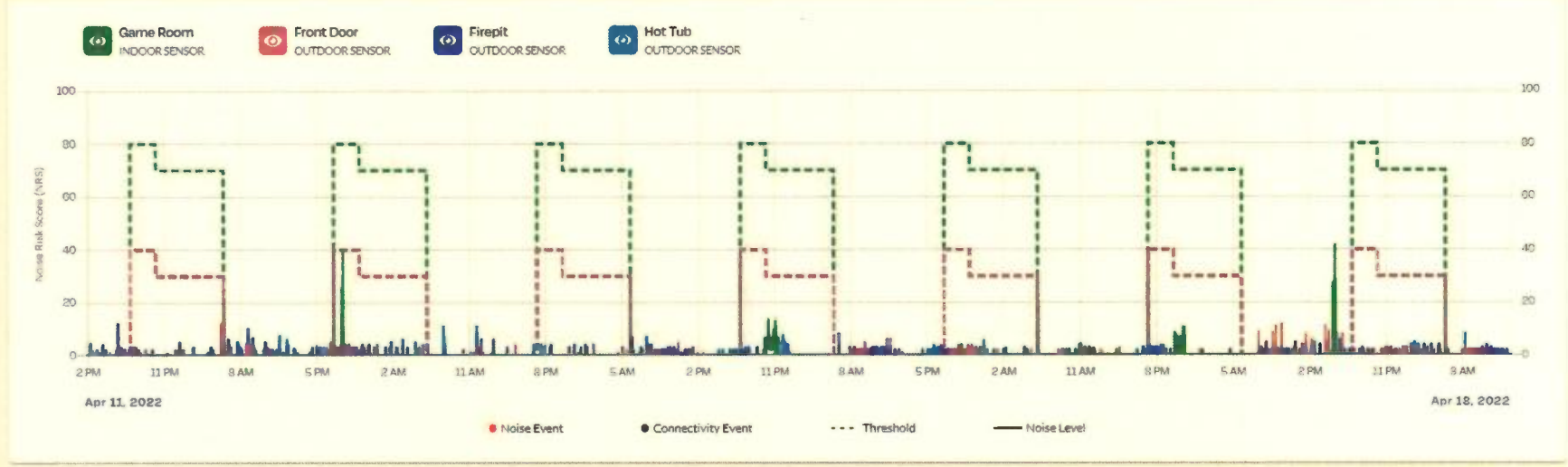
ID: 47232

Red Rocks Retreat

8425 S Doubleheader Ranch Rd, Morrison CO 80465

LAST 7 DAYS

REFRESHED 0 MINUTES AGO



NoiseAware

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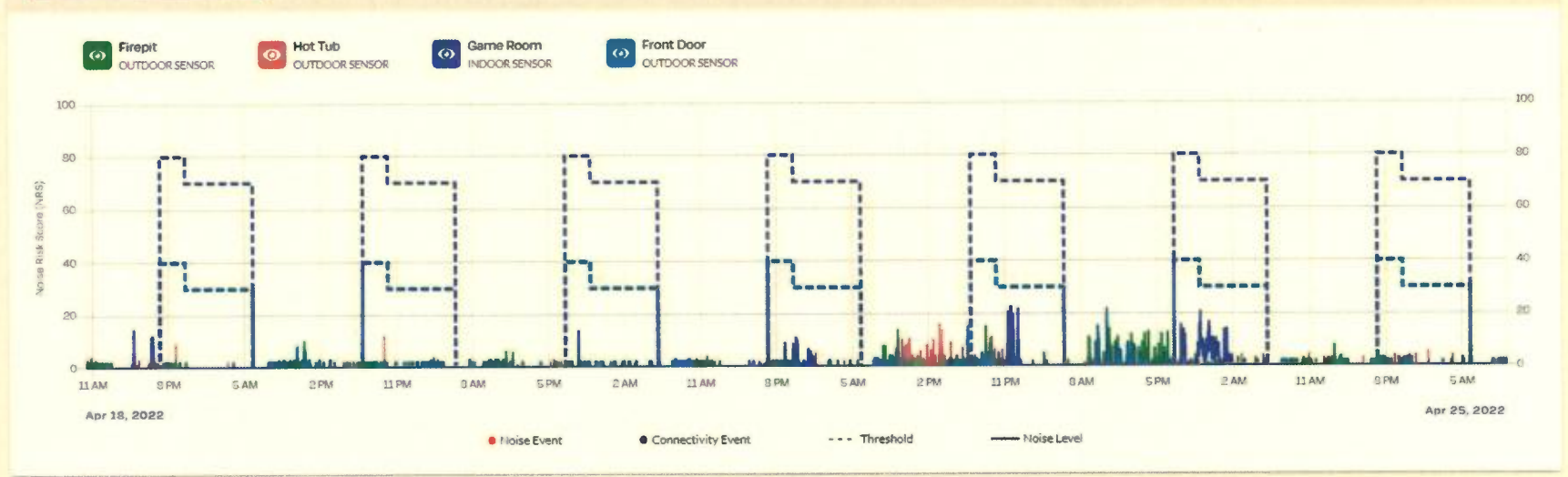
BETH SINGLETON BS

Red Rocks Retreat

ID: 47232

8425 S Doubleheader Ranch Rd, Morrison CO 80465

LAST 7 DAYS REFRESHED 0 MINUTES AGO



CASE SUMMARY
Regular Agenda

BOA Hearing Date: December 21, 2022

22-125937 VC Special Exception

Owner/Applicant: Manuel Rodriguez

Location: 28646 Summit Ranch Drive, Golden
Section 10, Township 5 South, Range 71 West

Approximate Area: 4.51 Acres

Zoning: Suburban Residential-Five (SR-5)

Purpose: **To allow a Short-Term Rental.**

Case Manager: Sara Kohles

Issues:

- None.

Recommendations:

- **Staff:** Recommends **approval** subject to conditions.

Interested Parties:

- None.

Level of Community Interest: Moderate

Case Manager Information: Phone: 303-271-8734 e-mail: skohles@jeffco.us

Staff Report

BOA Hearing Date: December 21, 2022

22-125937 VC Special Exception
Owner/Applicant: Manuel Rodriguez
Location: 28646 Summit Ranch Drive, Golden
Section 10, Township 5 South, Range 71 West
Approximate Area: 4.51 Acres
Zoning: Suburban Residential-Five (SR-5)
Purpose: **To allow a Short-Term Rental.**
Case Manager: Sara Kohles

Previous Actions: None.
Surrounding Zoning: North: Suburban Residential-Five (SR-5)
South: Conservation (C-O)
East: Conservation (C-O)
West: Suburban Residential-Five (SR-5)
Existing Use: Residential
Existing Structures: Single-Family Home
Services: Foothills Fire Protection District
Individual Well and Septic

BACKGROUND/DISCUSSION:

The applicant is requesting to use their residence at 28646 Summit Ranch Drive as a Short-Term Rental (STR). The residence is a three-bedroom home on a 4.51-acre parcel. The property and residence meet all requirements for a Special Exception to allow a STR.

SITE CHARACTERISTICS AND IMPACTS:

The property is located approximately 0.25-miles northwest of Interstate 70. The property takes access from Summit Ranch Drive, a County maintained paved road. The single-family home has a 3-vehicle attached garage, backyard patio and decks, and an outdoor hot tub. The site contains a variety of trees and shrubs. Most of the property is encumbered by slopes exceeding 20%. The subject property and current site conditions are in line with the overall mountain-residential character of the neighborhood. The nearest home is approximately 270 feet to the west of the subject property's home. Genesee Park, a Denver Mountain Park, is located directly east of the subject property.

ZONING REQUIREMENTS AND ANALYSIS:

Section 11.B.2.e of the Jefferson County Zoning Resolution provides criteria for the Board of Adjustment to review for a Special Exception for a STR. With respect to a short-term rental of a single-family dwelling, the following criteria are analyzed:

(1) The Board of Adjustment may permit a short-term rental within the R-1, RR, MR-1, SR-1, SR-2, SR-5, A-1, A-2 or A-35 zone districts or a comparable Planned Development zone district.

(a) The Board of Adjustment, in reviewing and making its decision upon such applications shall consider the impacts of the proposed use upon property in the surrounding area, including but not limited to:

(a-1) Traffic impacts, volume of trips, safety and access;

The property has adequate parking for at least four vehicles in the driveway and garage. The parking spaces allow independent egress in the event of emergency.

(a-2) Fire hazards;

The property is served by the Foothills Fire Protection District. The subject property is within the Wildland Urban Interface Overlay District, which requires the property to obtain a Defensible Space permit for a Short-Term Rental. The Zoning Resolution prohibits Short-Term Rentals from having outdoor fires using wood or charcoal as fuel.

(a-3) Visual and aesthetic impact, including bulk and scale of buildings as they relate to the uses on surrounding properties;

No negative visual impacts will be created by the approval of this application. The single-family dwelling is the only structure that will be used as a Short-Term Rental, and no additions to the dwelling are proposed.

(a-4) Noise;

The Short-Term Rental use must comply with the County's Noise Abatement Policy. The Jefferson County Sheriff's Office enforces this regulatory policy. The nearest home is approximately 270-feet west of the property.

(a-5) Drainage, erosion and flood hazards;

There is not a FEMA Floodplain on the property therefore the proposed Short-Term Rental would not increase the deleterious effects of flood hazards, drainage, or erosion on the property.

(a-6) Community character;

The home was originally built in 1992. Allowing this residential property to become a Short-Term Rental would not affect community character, as it will remain residential.

(a-7) Adequate water and sewage disposal availability;

The property is served by an individual well and septic system. The septic system is rated for three bedrooms, which would allow for six total overnight occupants, including the homeowner if present, per Jefferson County Public Health (Public Health) guidelines.

(a-8) The availability of methods of mitigating the negative impacts of the proposed use upon the surrounding area;

The single-family dwelling to be used as the Short-Term Rental meets all lot and building standards of the underlying zone district. The property also provides adequate parking for the home's use as a Short-Term Rental and single-family residence to ensure that all vehicles will be parked on site.

(a-9) The compatibility of the short-term rental with the existing and allowable land uses in the surrounding area; and

The structure in which the Short-Term Rental would be conducted is residential in nature which is compatible with the surrounding residential uses.

(a-10) The effect upon health, safety and welfare of the residents in the surrounding area.

Staff finds that the use of a Short-Term Rental would not create negative effects on the health, safety, or welfare of the residents in the surrounding area, since it would have similar impacts as a single-family residential property.

(2) Limitations upon Short-term Rental Special Exception Applications

(a) The lot, parcel, or boundary area subject to the Special Exception must conform to:

(a-1) A minimum lot size of one acre.

The subject property is 4.51 acres.

(a-2) Building standards of the underlying zone district.

The structure meets the lot and building standards of the SR-5 zone district.

(b) The proposed short-term rental shall provide a minimum of one (1) off-street parking space, plus one (1) additional off-street parking space per bedroom room. For example, a five-bedroom residence must have six off-street parking spaces to meet this criterion.

The property intended for short-term rental has three bedrooms. This would require four parking spaces. There is adequate parking provided in the driveway and garage which allows for independent egress.

(c) The property owner shall comply with any defensible space requirements as set forth in the Wildland Urban Interface Overlay District.

The subject property is within the Wildland Urban Interface Overlay District and the applicant completed a final inspection on November 11, 2022 for a Defensible Space Permit (22-120177DS).

(d) Valid water and sanitation must be provided either by an appropriate water and sanitation district or by a valid well permit and individual sewage disposal system (ISDS) permit specific to the property.

The property is served by an individual well and septic system. The Well Permit number, as provided by Colorado Division of Water Resources, is 39090-F; this is a Residential Well, for household use only and is adequate for a Short-Term Rental.

The On-Site Wastewater Permit number is 22-109907 OW; it is rated for three bedrooms. Per the guidance provided by Public Health, the septic system rated for three bedrooms has an occupancy limit of six persons.

(e) The lot, parcel, or boundary area subject to the Special Exception shall take legal access from a County maintained right-of-way or a private road that meets the minimum standard for private roads and driveways or non-maintained County right-of-way as set forth in the Jefferson County Roadway Design and Construction manual.

The Short-Term Rental takes access from Summit Ranch Drive, a County maintained paved road.

(f) The short-term rental shall offer overnight accommodations in the primary single-family dwelling in existence on the property, not in an accessory dwelling unit. The entire property including accessory uses in the corresponding zone district may be utilized by the guests of the short-term rental.

The structure on the property to be rented is a single-family dwelling, and the property does not have an Accessory Dwelling Unit.

(g) The property owner may not, at the time of application for the Special Exception, be the subject of an ongoing zoning violation other than the short-term rental of a single-family dwelling.

A previous zoning violation was issued for this property in 2009 for operating a short term rental without a permit. The current applicant and property owner purchased the property in May 2022. There are no active violations on the property at the time of this report.

(h) No substantial detriment to the intent of the Zoning Resolution will be caused. *Staff finds that the approval of this Special Exception will not harm the intent of the Zoning Resolution, as the use is substantially similar to the residential uses already permitted on the property.*

(3) Such Special Exception, if granted, will be valid for a period of six months from the date of the approval of the short-term rental Special Exception request and thereafter may be renewed annually after a complete rehearing by the Board of Adjustment to determine that the use is in compliance with the intent and purpose for which the Special Exception was granted.

(4) Upon an affirmative decision, the applicant shall submit a request for a Short-Term Rental Permit including documentation that all requirements and conditions of the Special Exception granted pursuant to this section have been fulfilled.

NOTIFICATION:

As a requirement of the Jefferson County Zoning Resolution, the following notice was provided for this proposal:

1. Notification of this proposed Special Exception application was mailed to adjacent property owners, (which includes the property owners on the opposite side of the public local street) and to the Registered Associations within which the property is located. The notification was sent 14 days prior to the Board of Adjustment Hearing.
2. One double-sided sign, identifying the nature of the Special Exception request, was provided to the applicant for posting on the site. The sign was provided to the applicant with instructions that the site be posted 14 days prior to the Board of Adjustment Hearing.

The Registered Associations that received notification are:

- CARE
- Jefferson County Horse Council
- Lookout Mountain Water District
- Plan Jeffco

During the processing of the application, Staff received written public comment asking to reschedule the hearing due to the holidays.

ANALYSIS:

Staff has evaluated this request based on the requirements for the approval of a Special Exception request for a Short-Term Rental as listed in Section 11.B.2.e. of the Jefferson County Zoning Resolution. Staff finds that the applicant has met the requirements necessary to allow this request.

STAFF FINDINGS:

1. Staff finds that the applicant meets all the requirements under Section 11.B.2.e of the Jefferson County Zoning Resolution regarding Short-Term Rentals.
2. Staff recommends APPROVAL of Case No. 22-121493 VC, subject to the following conditions:

- a. A Short-Term Rental Permit shall be obtained from Jefferson County Planning & Zoning prior to any rental of the property; and
- b. This approval is granted for six months from the date of approval, or until June 21, 2023, and it shall be the responsibility of the applicant to apply for a renewal of this Special Exception within that timeframe; and
- c. The Short-Term Rental must be limited to no more than six persons based on the limitations of the On-Site Wastewater System.
- d. The applicant shall send Planning & Zoning Staff a copy of the STR's advertisement(s) each month to confirm the STR is being advertised in accordance with the occupancy limitations required by the OWTS..

COMMENTS PREPARED BY:

 Sara Kohles

Sara Kohles, Planner

Case Number (for staff use only): _____

This application may be used for Variance, Special Exception and Appeal requests before the Board of Adjustment, including relief from zoning regulations, short term rentals and some home occupations. Please refer to the reverse side of this page for submittal requirements.

Submit this application and all necessary documents electronically to pzpermits@jeffco.us.

Applicant and Site Details

28646 Summit Ranch Drive	Golden	80401
<i>Address of Subject Property, Legal Description and/or Parcel ID Number</i>	<i>City</i>	<i>Zip</i>
Manuel Rodriguez	manny@rdzbuild.com	7204346029
<i>Property Owner</i>	<i>Email</i>	<i>Phone Number</i>
28646 Summit Ranch Drive	Denver	CO 80224
<i>Mailing Address</i>	<i>City</i>	<i>State Zip</i>
Andrew Nuntapreda	andynunta@gmail.com	8018648868
<i>Contractor/Representative</i>	<i>Email</i>	<i>Phone Number</i>
<i>For sign pick-up, please contact: _____ Email: _____ Phone Number: _____</i>		

Specific Request

We are requesting approval for a Short Term Rental Permit

Applicant Acknowledgments

- Applications will not be accepted unless all submittal requirements have been met. If during staff review any application is found to contain incomplete and/or inaccurate information, the case may be postponed until all necessary submittal documentation has been received. Documents larger than 11 x 17 can be submitted electronically.
- I understand the filing fee is to cover costs of administration, research, and hearing of this case and is non-refundable.
- I hereby give permission for County staff and Board members to enter upon my property for purposes of site inspection and investigation. *Please specify any extraordinary circumstances of which staff should be aware, i.e., the presence of dogs on the site, locked gates, etc. The property must be accessible for site inspection.*
- The applicant will receive a copy of the Board's decision, which may be recorded through the Jefferson County Clerk & Recorder's Office.
- For Variance cases only:** A Setback Verification Form will be required as a part of the Building Permit process for Variance cases involving relief from setback requirements.
- For Variance cases only:** I have read and understand the BOA Variance guide, and certify the site plan or survey is fully accurate, depicting all structures on site.


Signature of Owner or Authorized Representative

08/16/2022
Date

Jefferson County Board of Adjustment Application

Case Number (for staff use only): _____

Submittal Requirements

The numbers checked with each specific type of request correspond to the numbered submittal requirements at the right. Additional documentation may be required, as determined by staff on a case-by-case basis.

Request: \$ _____ (additional notification fees will apply)

Variance	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Lot size	X	X	A	X	X	X	X							
Setback(s)	X	X	A	X	X	X	X	X						
Parking	X	X	A	X	X	X		X				X		
Height	X	X	A	X	X	X		X		X				
Access Standards	X	X	A	X	X			X						
Accessory Square Footage/Footprint	X	X	A	X	X	X	X	X	X					
Special Exception*	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Home Occupation**	X	X	B	X	X	X		X	X		X	X	X	
Short Term Rental**	X	X	C	X	X	X		X	X		X	X	X	
Commercial Solar or Wind Installation	X	X	D	X	X	X		X		X		X		
Appeal	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Director's Determination	X	X		X	X	X								X

List of Submittal Requirements

- Signed application form
- Cover letter
- Addendum A, B, C, or D
- Copy of current deed
- Proof of proper division of land (if parcel is Metes & Bounds or contains portions of platted lots)
- Letter of authorization if a contractor or other contact will appear on the owner's behalf
- Improvement Survey Plat (signed and stamped by licensed surveyor) depicting all property lines and all existing improvements on the property
- Detailed site plan showing proposed improvements
- Floor plans of existing and proposed structures
- Architectural elevations
- Photographs of the interior
- Parking plan (can be combed with 7 or 8)
- Evidence of water and/or wastewater service
- Other: _____

- | | |
|------------------------------------|---|
| A. Variance Addendum | C. Short Term Rental Addendum |
| B. Home Occupation Addendum | D. Commercial WECS/SECS Addendum |

* Fees are online at our website at planning.jeffco.us. Make checks payable to Jefferson County Treasurer.

** Short Term Rentals and Home Occupations: It is the applicant's responsibility to renew a Special Exception prior to expiration.

Staff Use Only

Zoning of Site	Plat	Receipt	Renewal of Case Number	CV Case Number		
Lot size Required	Lot Size Shown	FEMA Map Number		In a Floodplain?	Yes	No
Legal Access via: _____						
Number of Postcards Required: _____	ISP Submitted (check one):		Print	Via email to: _____	N/A	
Reviewed by						Date
Comments:						

C. Short Term Rental Addendum

Case Number (for staff use only): _____

1. What is the size of this property? The property is 4.51 acres
2. Does the property meet lot size standards of its zone district? Yes No
3. Does the dwelling meet setback, height and other standards of its zone district? Yes No
4. How many bedrooms are in the dwelling? 3 bedrooms
You must attach floor plans (drawn to scale) showing all areas of the dwelling.
5. What is the proposed maximum occupancy of the rental? 6 occupants
6. How many parking spaces are provided on-site? 7 parking spaces
You must attach a site plan with parking spaces marked.
7. How do you propose to mitigate any potential traffic impacts caused by this Short Term Rental?
Our house is the first one on the left of the neighborhood street. All streets leading to it are public streets, so our tenants should not disturb the neighborhood. We also have plenty of parking on the driveway and garage, so they won't be parked on the street.
8. Is this property in the Wildfire Hazard Overlay District? Yes No
 - a. If yes, please list your Defensible Space Permit number: 22-120177
If this permit is more than a year old, please confirm that you have maintained the defensible space on the property since the initial Defensible Space Permit was completed. Yes No
A new Defensible Space Permit may be a condition of approval, if deemed appropriate following a site visit to the property.
9. Are there floodplains on the property? Yes No
10. Water:
 - a. Public. *Name of Water Provider:* _____
 - b. Well. *Well Permit Number, Well Type:* 39090-F General Purpose
11. Wastewater:
 - a. Public sewer. *Name Of Wastewater Provider:* _____
 - b. Septic. *On-Site Wastewater Permit Number:* 22-109907 OW
Max number of bedrooms: 3
Max number of occupants: 6
12. Access:
 - a. Legal access
For assistance with access questions please contact Planning & Zoning. To obtain copies of recorded access easements, please contact the Clerk & Recorder.
 County-maintained road
 Private, platted road. *Plat Reception Number:* _____
 Private easement. *Easement Reception Number:* _____
 Other. *Explain:* _____
 - b. Does the roadway meet County standards? Yes No Not Sure
13. Will the proposed Short Term Rental take place in an Accessory Dwelling Unit (ADU)? Yes No
14. Are there any active Zoning Violations on this property? Yes No
If yes, please list the violation number: _____
15. Will there be any changes to the structure as a part of this Short Term Rental? Yes No
16. Attach a copy of your house rules for renters. These must include the following:
 - a. Quiet hours
 - b. Locations of carbon monoxide and fire/smoke alarms, and fire extinguishers
 - c. Rules regarding outdoor fires
 - d. Contact information for a 24-hour local point person

7204346029

manny@rdzbuild.com

28646 Summit Ranch Drive

MANUEL RODRIGUEZ

JEFFERSON COUNTY BOARD OF ADJUSTMENT

08/16/2022

Hello,

Case Reviewer

Short Term Rental Application

We respectfully submit our application for a Short Term Rental Permit for property address 28646 Summit Ranch Drive Golden Colorado 80401. We have included the items listed in the application as well as letter of authorization for our manager. Please let us know if there is any further information that we can provide. Thank you.

Manuel Rodriguez

Contents:

- Page 1: Cover Letter
- Page 2,3: Board of Adjustment Application
- Page 4: Addendum C
- Page 5: Floor Plan
- Page 6: Site Plan
- Page 7: House Rules
- Page 8: Authorized Representative
- Pages 9-22: Interior Pictures



State Documentary Fee
Date: May 04, 2022
\$130.00

General Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(a))

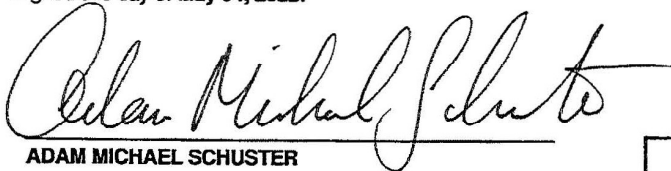
Grantor(s), **ADAM MICHAEL SCHUSTER**, whose street address is **28646 SUMMIT RANCH DRIVE, GOLDEN, CO 80401**, City or Town of **GOLDEN**, County of **Jefferson** and State of **Colorado**, for the consideration of **(\$1,300,000.00) ***One Million Three Hundred Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **MANUEL RODRIGUEZ**, whose street address is **28646 SUMMIT RANCH DRIVE, GOLDEN, CO 80401**, City or Town of **GOLDEN**, County of **Jefferson** and State of **Colorado**, the following real property in the County of **Jefferson** and State of **Colorado**, to wit:

LOT 10A, SUMMIT RANCH - EXEMPTION SURVEY NO. 1, COUNTY OF JEFFERSON, STATE OF COLORADO.

also known by street and number as: **28646 SUMMIT RANCH DRIVE, GOLDEN, CO 80401**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **May 04, 2022**.


ADAM MICHAEL SCHUSTER

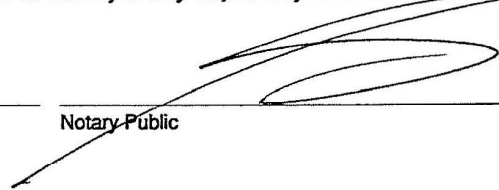
SARA L WOODHOUSE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094028158
My Commission Expires: September 02, 2024

State of **Colorado**)
County of ~~Boulder~~ **Jefferson** (SW))ss.
)

The foregoing instrument was acknowledged before me on this day of **May 4th, 2022** by **ADAM MICHAEL SCHUSTER**

Witness my hand and official seal

My Commission expires **Sept 2nd 2024**


Notary Public

When recorded return to: **MANUEL RODRIGUEZ**
28646 SUMMIT RANCH DRIVE, GOLDEN, CO 80401



SUMMIT RANCH SUBDIVISION - EXEMPTION SURVEY NO. 1

A RECONFIGURATION OF LOTS 6, 7, and 10, THE VACATION OF CHIEF HOSA DRIVE, AND THE MODIFICATION OF BUILDING ENVELOPES ON LOTS 2, 4, 6, 7, and 10 OF SUMMIT RANCH SUBDIVISION
A PORTION OF THE SOUTH HALF OF THE SOUTHWEST ONE QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE 6th P.M.
COUNTY OF JEFFERSON, STATE OF COLORADO

MAP NO. 173 & 209
CASE NO. E 25-4-88 & E 75-12-88

OWNERSHIP CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, BEING THE OWNERS OF THOSE LANDS DESCRIBED HEREON, HAVE LAID OUT THE SAME INTO LOTS, TRACTS, STREETS/ROADS, BUILDING ENVELOPES AND EASEMENTS AS SHOWN HEREON.

OWNERS:

EL RANCHO ASSOCIATES, LTD., A COLORADO LIMITED PARTNERSHIP
Mark G. Currier
MARK G. CURRIER, GENERAL PARTNER
RANDOLPH G. CURRIER, GENERAL PARTNER

Linda W. Lewis
LINDA W. LEWIS, INDIVIDUAL
Linda W. Lewis
LINDA W. LEWIS, INDIVIDUAL

STATE OF COLORADO)
COUNTY OF JEFFERSON) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF August, 1989, BY MARK G. CURRIER, GENERAL PARTNER OF EL RANCHO ASSOCIATES, LTD., OWNER.

WITNESS MY HAND AND SEAL...
Debra L. Works
NOTARY PUBLIC
1415 Cam St
Linda CO 80015

STATE OF COLORADO)
COUNTY OF JEFFERSON) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF August, 1989 BY MARK G. CURRIER, GENERAL PARTNER OF EL RANCHO ASSOCIATES, LTD., OWNER.

WITNESS MY HAND AND SEAL...
Debra L. Works
NOTARY PUBLIC
1415 Cam St
Linda CO 80015

LEGAL DESCRIPTION OF PROPERTY

LOTS 2, 4, 6, 7 AND 10 AND TRACT "A" OF SUMMIT RANCH SUBDIVISION BEING A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 71 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO AS RECORDED IN PLAT BOOK 95, PAGES 30 & 31 OF THE JEFFERSON COUNTY RECORDS.

VACATION CERTIFICATE

CHIEF HOSA DRIVE AS SHOWN ON THE PLAT OF SUMMIT RANCH SUBDIVISION RECORDED IN JEFFERSON COUNTY RECORDS PLAT BOOK 95, PAGES 30 & 31 IS HEREBY VACATED THIS 20th DAY OF September, 1989.

BOARD OF COUNTY COMMISSIONERS

Norman C. Allen
CLERK
By: *Debra L. Works* deputy

Marjorie E. Arment
CHAIRMAN

SURVEYOR'S CERTIFICATE

I, BRUCE BERTSCH, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF SUMMIT RANCH SUBDIVISION - EXEMPTION SURVEY NO. 1 WAS MADE UNDER MY SUPERVISION AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID EXEMPTION AND THE SURVEY THEREOF.

DATED THIS 18th DAY OF July, 1989.

Bruce Bertsch
BRUCE BERTSCH
REGISTRATION NO. 10717

ACCEPTANCE CERTIFICATE

THE FOREGOING EXEMPTION SURVEY IS APPROVED FOR FILING BY THE COUNTY OF JEFFERSON, STATE OF COLORADO, THIS 20th DAY OF September, 1989.

BOARD OF COUNTY COMMISSIONERS

Norman C. Allen
CLERK
By: *Debra L. Works* deputy
RECEPTION NUMBER

Marjorie E. Arment
CHAIRMAN

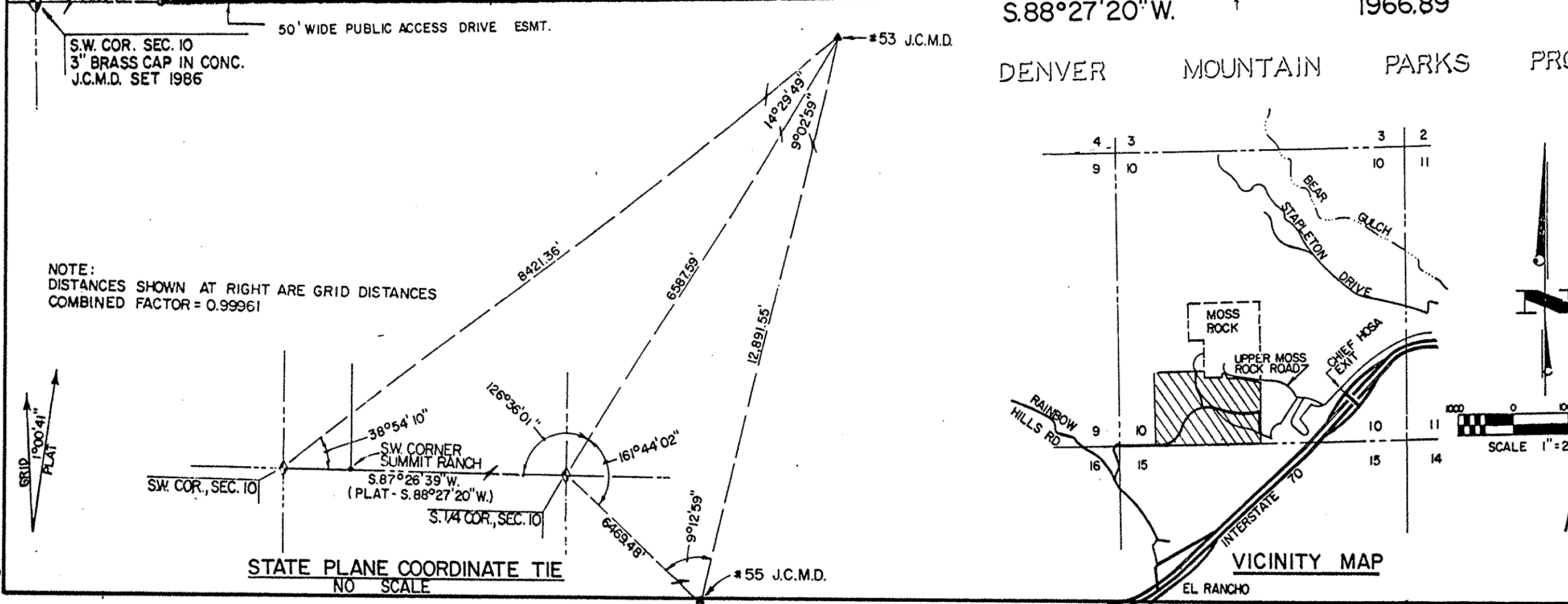
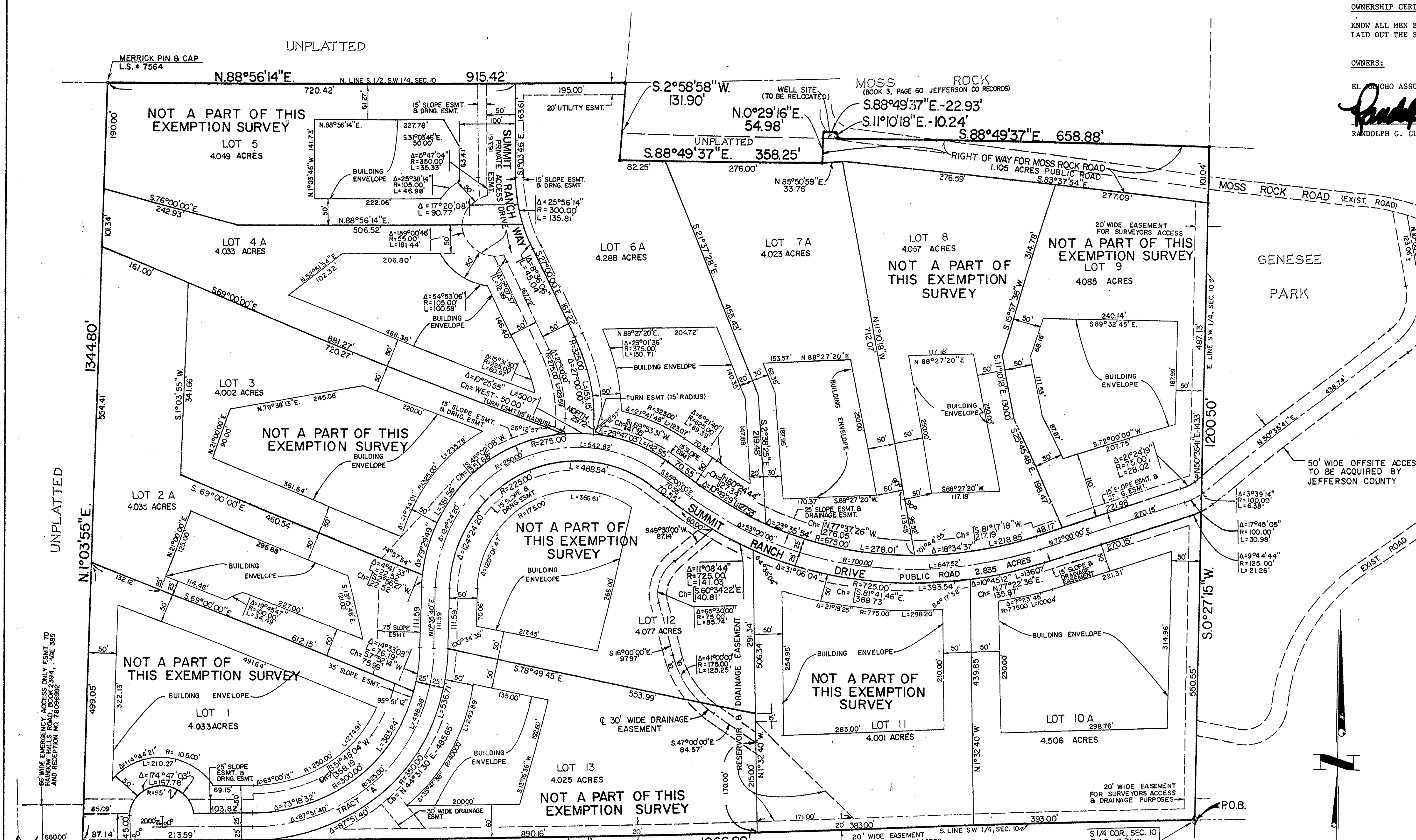
ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF JEFFERSON COUNTY AT GOLDEN, COLORADO ON THIS 20th DAY OF September, 1989 AT 1:32 O'CLOCK P.M.

Norman C. Allen
JEFFERSON COUNTY CLERK AND RECORDER

Debra L. Works
BY: DEPUTY CLERK

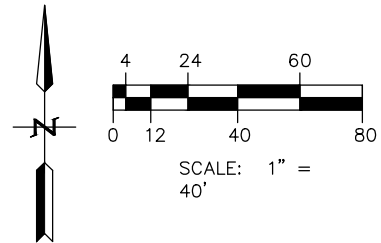
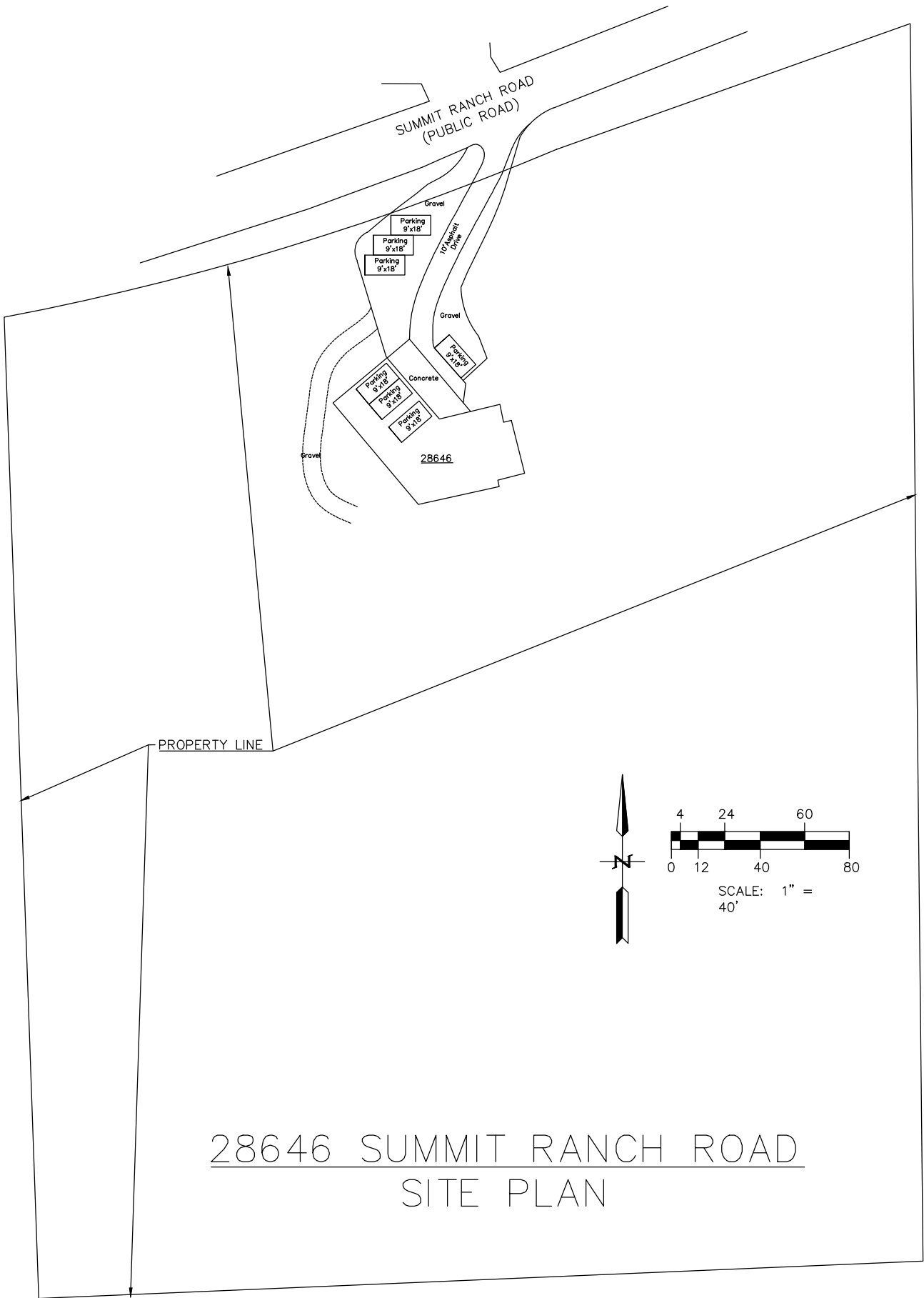
NOTES:

- ALL GENERAL NOTES, DEDICATIONS AND PLAT RESTRICTIONS AS SHOWN ON THE PLAT OF SUMMIT RANCH SUBDIVISION AS RECORDED IN PLAT BOOK 95, PAGES 30 & 31 SHALL APPLY UNLESS SPECIFICALLY AMENDED AND SUPERCEDED HEREBY.
- THE PURPOSE OF THIS EXEMPTION SURVEY IS TO VACATE CHIEF HOSA DRIVE, ENLARGE LOT 10 TO INCLUDE THE AREA OF VACATED CHIEF HOSA DRIVE, CHANGE THE COMMON LOT LINE DIVIDING LOTS 6 AND 7 AND MODIFY THE BUILDING ENVELOPES ON LOTS 2, 4, 6, 7 AND 10.
- BEARINGS ARE BASED ON THOSE USED ON THE RECORDED PLAT OF SUMMIT RANCH SUBDIVISION.
- PURSUANT TO SECTION 3.E.1 OF THE JEFFERSON COUNTY ZONING RESOLUTION, THE PLANNING DIRECTOR HAS ALLOWED THE FOLLOWING MINOR VARIATIONS TO THE SR-5 ZONE DISTRICT IN CASE NUMBER E 25-4-88.
 - A. 25 FOOT SIDE SETBACK FOR LOT 2
 - B. 20 FOOT SIDE SETBACK FOR LOT 6
 - C. 30 FOOT SIDE SETBACK FOR LOT 7
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITMENTS A CLASS 2 MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 C.R.S.



MILLER ENGINEERING & SURVEYING, INC.
7950 EAST PRENTICE AVENUE, SUITE 202
ENGLEWOOD, COLORADO 80111

Unofficial



28646 SUMMIT RANCH ROAD
SITE PLAN



Foothills Fire Protection District

November 8, 2022

Jefferson County Planning & Zoning
100 Jefferson County Parkway
Golden, Colorado 80419

RE: 28646 Summit Ranch Drive

This is to confirm that the property located at 28646 Summit Ranch Drive, Golden, CO, 80401 is within the boundaries of Foothills Fire Protection District (FFPD) and is served by FFPD. FFPD Rainbow Hill Fire Station is located approximately 1.8 miles from the property accesspoint. A credible water source is available from a fire hydrant located at the intersection of Genesee Drive and Genesee Lane (0.6 miles +/-). This location has an ISO PPC classification of 3x.

The applicant is intending to use this property for a short-term rental. The dwelling shall be equipped with operable smoke alarms, fire extinguishers and carbon monoxide alarms. An operable carbon monoxide alarm shall be installed within fifteen (15) feet of the entrance to each room used for sleeping purposes. The smoke alarms shall be installed pursuant to the current International Building Code as adopted by the Jefferson County Division of Building Safety. (orig. 1-1-12). The residence will also be required to install an address sign that conforms to IFC 2018 505.1. Address signs that meet this requirement can be purchased directly through Foothills Fire for \$45.

FFPD does not have any issues with this property being used as a short-term rental property.

Please contact me if you have any questions regarding this information.

Respectfully,

Randon Grimes
Captain/Inspector
Foothills Fire Protection District

WILDLAND RESOURCES

STEVEN W. DEITEMEYER, FORESTER

3724 UNION COURT, WHEAT RIDGE, CO 80033

PHONE: 303 456-0799

Defensible Space Final Inspection Report

Reference: Permit # 22-120177DS

Date: November 11, 2022

To: Jefferson County Planning and Zoning

From: Steven W. Deitemeyer, Defensible Space Technician

Subject: Wildfire Hazard Mitigation, Final Inspection Report for Permit # 22-120177DS

The required fire and fuels Inspection, assessment of mitigation plans, treatments and defensible space guidelines were reviewed on the ground on 11/9/2022.

Property owners and address: Manuel Rodriquez

28646 Summit Ranch Road

Golden, CO 80401

Legal: Lot 010A, SW1/4 Sec. 10, T4S, R71W, 6th PM 4.5 acres

PIN/Sched: 300406303

AIN/Parcel: 41-103-02-004

Fire and Fuel Mitigation Final Inspection Findings

1. Zone 1 was identified at 15 feet away from the eave lines and decks. Earlier mitigation, driveway, and constructed decks has removed the fuels from this area. The driveway also provides a fire break that helps separate fuels on the downhill side of the residence from Summit Ranch Road.
2. Zone 2 was identified 100 feet from the residence. As stated, this area has been previously mitigated. The additional 6 trees marked for mitigation have been removed in addition to 14 seedling and saplings.
3. The driveway was inspected and meets mitigation guidelines.

4. All cut trees and dead and down material has been removed from the site or chipped and scattered to a depth not to exceed 2 inches.

Recommend approval of Final Inspection Report.

Respectfully submitted,

/SWD/

Steven W. Deitemeyer, Forester, Jefferson County Defensible Space Technician



ORIGINAL PERMIT APPLICANT(S)

SIMON DAVID & DEANNA

APPROVED WELL LOCATION

Water Division: 1 Water District: 7
 Designated Basin: N/A
 Management District: N/A
 County: JEFFERSON
 Parcel Name: SUMMIT RANCH
 Lot: 10A Block: Filing:
 Physical Address: 28646 SUMMIT RANCH DRIVE GOLDEN,
 CO 80401
 SE 1/4 SW 1/4 Section 10 Township 4.0 S Range 71.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: 472248.0 Northing: 4395691.3

See the original well permit file for permit conditions of approval and additional details. The original permit file can be viewed using the Well Permit Search Tool at <https://dwr.colorado.gov/>

See Original Permit

Date Issued: 6/18/1991

Issued By _____

Expiration Date: N/A

PERMIT HISTORY

- 08-01-2022 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO MANUEL RODRIGUEZ
- 05-12-2015 CHANGE IN OWNER NAME/MAILING ADDRESS

PUMP INSTALLATION AND TEST REPORT

For Office Use only

STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

Picemo

RECEIVED

OCT 04 '91

WATER RESOURCES
STATE ENGINEER
COLO.

1. WELL PERMIT NUMBER 039090-F

2. OWNER NAME(S) Larry & Amy Green
Mailing Address 5960 Jay Street
City, St. Zip Arvada, Colorado 80003
Phone (303) 421-6500

3. WELL LOCATION AS DRILLED: SE 1/4 SW 1/4, Sec. 10 Twp. 4 S, Range 71 W.
DISTANCES FROM SEC. LINES:
485 ft. from South Sec. line. and 2275 ft. from West Sec. line.
(north or south) (east or west)
SUBDIVISION: Summit Ranch LOT 10A BLOCK _____ FILING(UNIT) _____
STREET ADDRESS AT WELL LOCATION: _____

4. PUMP DATA: Type Submersible Installation Completed Sept. 18, 1991
Pump Manufacturer Goulds Pump Model No. 7EH10422
Design GPM 7 at RPM 3650, HP 1, Volts 230, Full Load Amps _____
Pump Intake Depth 408 Feet, Drop/Column Pipe Size 1 Inches, Kind P.V.C.

ADDITIONAL INFORMATION FOR PUMPS GREATER THAN 50 GPM:

TURBINE DRIVER TYPE: Electric Engine Other _____
Design Head _____ feet, Number of Stages _____, Shaft size _____ inches.

5. OTHER EQUIPMENT:

Airline Installed Yes No, Orifice Depth ft. _____ Monitor Tube Installed Yes No, Depth ft. _____
Flow Meter Mfg. _____ Meter Serial No. _____
Meter Readout Gallons, Thousand Gallons, Acre feet, Beginning Reading _____

6. TEST DATA:

Check box if Test data is submitted on Supplemental Form.

Date 9-18-91 No power _____
Total Well Depth 427 ft. Time _____
Static Level 150 ft. Rate (GPM) _____
Date Measured 7-25-91 Pumping Lvl. _____

7. DISINFECTION: Type H.T.H. Amt. Used 100 P.P.M.

8. Water Quality analysis available. Yes No

9. Remarks _____

10. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR James Drilling Company Phone (303) 420-5181 Lic. No. 1134
Mailing Address 6235 WEST 56th Avenue Arvada, Colorado 80002

Name/Title (Please type or print)	Signature	Date
Michael Keaton, President	<i>Michael Keaton</i>	10-1-91

WELL CONSTRUCTION AND TEST REPORT
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

W&E For Office Use only

1. WELL PERMIT NUMBER 039090 - F

2. OWNER NAME(S) Larry & Amy Green
Mailing Address 5960 Jay Street
City, St. Zip Arvada, Colorado 80003
Phone (303) 421-6500

RECEIVED
AUG 05 '91

WATER RESOURCES
STATE ENGINEER

3. WELL LOCATION AS DRILLED: SE 1/4 SW 1/4, Sec. 10 Twp. 4 S, Range 71 W
DISTANCES FROM SEC. LINES:
485 ft. from South Sec. line. and 2275 ft. from West Sec. line. OR
(north or south) (east or west)
SUBDIVISION: Summit Ranch LOT 10A BLOCK _____ FILING(UNIT) _____
STREET ADDRESS AT WELL LOCATION: _____

4. GROUND SURFACE ELEVATION Unknown ft. DRILLING METHOD Air
DATE COMPLETED July 25, 1991 TOTAL DEPTH 427 ft. DEPTH COMPLETED 427 ft.

5. GEOLOGIC LOG:

Depth	Description of Material (Type, Size, Color, Water Location)
0 - 360	Granite gray
360 - 389	Granite gray with white quartz
389 - 390	Fracture, water xxx
390 - 411	Granite gray with white quartz
411 - 412	Fracture, water xxx
412 - 427	Granite gray with white quartz

6. HOLE DIAM. (In.)

From (ft)	To (ft)
0	21
21	427

7. PLAIN CASING

OD (in)	Kind	Wall Size	From(ft)	To(ft)
6 5/8	Steel	.188	0	21
4.5	P.V.C.	200	10	385
PERF. CASING: Screen Slot Size:				
4.5	P.V.C.	200	385	427

8. FILTER PACK:
Material _____
Size _____
Interval _____

9. PACKER PLACEMENT:
Type _____
Depth _____

10. GROUTING RECORD:

Material	Amount	Density	Interval	Placement
Cement	188#	14.4#	6'	21'


REMARKS: _____

11. DISINFECTION: Type H. T. H. Amt. Used 180 P.P.M.

12. WELL TEST DATA: Check box if Test Data is submitted on Supplemental Form.
TESTING METHOD Air
Static Level 150 ft. Date/Time measured 7-25-91 5 P.M. Production Rate 22 gpm.
Pumping level _____ ft. Date/Time measured _____ Test length (hrs.) 1
Remarks _____

13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR James Drilling Company Phone (303) 420-5181 Lic. No. 1134
Mailing Address 6235 West 56th Avenue Arvada, Colorado 80002

Name/Title (Please type or print) <u>Michael K. Keaton, President</u>	Signature 	Date <u>7-31-91</u>
--	---	------------------------

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 868-3581

1009

WELL PERMIT NUMBER	<u>039090</u>	<u>F</u>
DIV. <u>1</u>	CNTY. <u>30</u>	WD <u>7</u> DES. BASIN <u> </u> MD <u> </u>

APPLICANT

LARRY & AMY GREEN
5960 JAY ST
ARVADA, CO 80003

APPROVED WELL LOCATION

COUNTY JEFFERSON
SE 1/4 SW 1/4 Section 10
Twp 4 S, Range 71 W S P.M.

DISTANCES FROM SECTION LINES

485 Ft. from South Section Line
2275 Ft. from West Section Line

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) Approved pursuant to CRS 37-90-137(2) on the condition that the well be operated in accordance with the Randolph G. Currler Augmentation Plan approved by the Division 1 Water Court in case no. 81CW283. If the well is not operated in accordance with the terms of said decree, it will be subject to administration including orders to cease diverting water.
- 3) Approved as the only well on a residential site of 4.5 acres described as lot 10A, Summit Ranch Subdivision, Jefferson County.
- 4) The maximum pumping rate shall not exceed 15 GPM.
- 5) The annual amount of ground water to be withdrawn shall not exceed 1 acre-foot.
- 6) This well shall be constructed not more than 200 feet from the location specified on this permit.
- 7) The use of ground water from this well is limited to ordinary household purposes inside one (1) single family dwelling, and shall not be used outside the house for any purpose.
- 8) The return flow from the use of the well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.

M.M. 6-14-91

APPROVED:
MAM

John A. Danielson
State Engineer

Bruce E. DeBeine
By

Receipt No. 0325745

DATE ISSUED JUN 18 1991

EXPIRATION DATE JUN 18 1992

COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

60.

PERMIT APPLICATION FORM

39090-F RECEIVED
MAY 20 '91

Application must be complete where applicable. Type or print in **BLACK INK**. No overstrikes or erasures unless initialed.

A PERMIT TO USE GROUND WATER
 A PERMIT TO CONSTRUCT A WELL
FOR: A PERMIT TO INSTALL A PUMP

WATER RESOURCES
STATE ENGINEER
COLO.

() REPLACEMENT FOR NO. _____
() OTHER _____
WATER COURT CASE NO. _____

CHEQUE 60.00

(1) APPLICANT - mailing address

NAME LARRY AMY GREEN
STREET 5960 JAY ST
CITY ARVADA CO 80003
(State) (Zip)
TELEPHONE NO. 421-6500

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 30257451
Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

(2) LOCATION OF PROPOSED WELL

County JEFFERSON
SE 1/4 of the SW 1/4, Section 10
Twp. 4 S, Rng. 71 W, 6th P.M.
(N.S) (E.W)

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 15
Average annual amount of ground water to be appropriated (acre-feet): 1.0
Number of acres to be irrigated: 0
Proposed total depth (feet): 350
Aquifer ground water is to be obtained from:
GRANITE
Owner's well designation NONE

GROUND WATER TO BE USED FOR:

HOUSEHOLD USE ONLY - no irrigation (0)
() DOMESTIC (1) () INDUSTRIAL (5)
() LIVESTOCK (2) () IRRIGATION (6)
() COMMERCIAL (4) () MUNICIPAL (8)
() OTHER (9) _____

DETAIL THE USE ON BACK IN (11)

APPLICATION APPROVED

PERMIT NUMBER _____
DATE ISSUED _____
EXPIRATION DATE _____

(STATE ENGINEER)

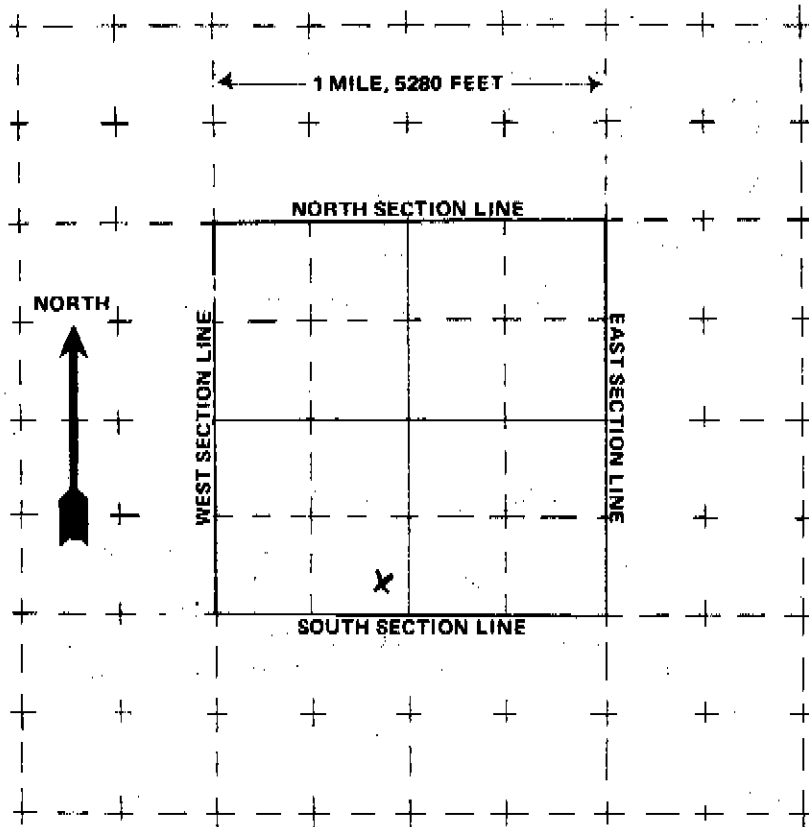
(4) DRILLER

Name ARROW DRILLING Co
Street 2127 ELDERBERRY Rd
City GOLDEN Co 80401
(State) (Zip)
Telephone No. 421-8766 Lic. No. 1009 Page 182 of 177

I.D. 1 COUNTY 30 07

85-28-91CL-25745

(5) **THE LOCATION OF THE PROPOSED WELL** and the area on which the water will be used must be indicated on the diagram below. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

(6) **THE WELL MUST BE LOCATED BELOW** by distances from section lines.

485 ft. from S sec. line
(north or south)
2275 ft. from W sec. line
(east or west)

LOT 10A BLOCK _____ FILING # _____
SUBDIVISION SUMMIT RANCH

(7) **TRACT ON WHICH WELL WILL BE LOCATED** Owner: L. + A. GREEN
No. of acres 4.5 Will this be the only well on this tract? YES

(8) **PROPOSED CASING PROGRAM**

Plain Casing
6 7/8 in. from 0 ft. to 20 ft.
4 1/2 in. from 10 ft. to 290 ft.
Perforated casing
4 1/2 in. from 290 ft. to 350 ft.
_____ in. from _____ ft. to _____ ft.

(9) **FOR REPLACEMENT WELLS** give distance and direction from old well and plans for plugging it:

(10) **LAND ON WHICH GROUND WATER WILL BE USED:**

Owner(s): LARRY + AMY GREEN No. of acres: 4.5
Legal description: LOT 10A SUMMIT RANCH

(11) **DETAILED DESCRIPTION** of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used. HOUSEHOLD USE WITH SEPTIC AND LEACH FIELD

(12) **OTHER WATER RIGHTS** used on this land, including wells. Give Registration and Water Court Case Numbers.

Type or right	Used for (purpose)	Description of land on which used
<u>NONE</u>		

(13) **THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.**

Larry Green
SIGNATURE OF APPLICANT(S)

**JEFFERSON COUNTY PUBLIC HEALTH
645 PARFET STREET, LAKEWOOD, CO 80215
(303) 232-6301 FAX: (303) 271-5760**

<http://jeffco.us/public-health/>

**PERMIT FOR CONTINUED USE OF AN EXISTING
ONSITE WASTEWATER TREATMENT SYSTEM**

PERMIT NUMBER: **22-109907 OW**
DATE ISSUED: **April 25, 2022 - valid through October 25, 2022, or upon sale of the property or application for building permit, whichever comes first.**
PROPERTY ADDRESS: **28646 SUMMIT RANCH DRIVE, GOLDEN**
INSPECTOR: **FOOTHILLS SEPTIC PUMPING**
INSPECTION DATES: TANK: **April 12, 2022** SYSTEM: **April 12, 2022**

On the date(s) shown above, the onsite wastewater treatment system at this property was found to comply with the minimum requirements for existing systems as set forth in the Onsite Wastewater Treatment System Regulation of Jefferson County. If known, details on the system are provided below:

SYSTEM INFORMATION

Components:

- Tank Volume 1: **1000 GALLON / 2 COMPARTMENT gallons**
- Absorption System: **Existing 720 square feet**

The Department has no records concerning the size, components or capacity of this system. Any size or capacity information shown above is based on information provided by the pumper or inspector.

System Records

Permit number: **20-127446 OW** File number: Date of installation: **December 9, 2020**

Operational Status (unless noted otherwise on page 2)

- The on-site inspection did not reveal any overflow or improper discharge from the system. All system components are present, operational and in good repair.
- The current owner reported no operational problems with the system for at least one year prior to the date of application for the use permit or the date the property was vacated.
- As of the date the permit was issued, there are no reports of current operational problems with the system.

Conditions for Issuance of Building Permit (if applicable):

This system complies with minimum standards for an onsite wastewater treatment system in Jefferson County and a building permit may be issued for remodeling the structure, regardless of the expiration date shown above. If bedrooms are to be added, the number may not exceed the number shown in 'System Capacity' above. If the Department has no records of the system, no additional bedrooms may be constructed.

See following page(s) for other observations regarding this onsite wastewater treatment system.

LIMITATIONS AND DISCLAIMER

Issuance of this Use Permit is based solely on the conditions observed on the date of inspection(s) and on Department records at the time of permitting. The issuance of this permit does not constitute a guarantee, warranty or representation by the Department that the system will operate properly or will not fail.

ADDITIONAL OBSERVATIONS

If known, the estimated capacity of the system has been listed on the permit and we recommend that you monitor water use to prevent overuse and possible failure. Although the onsite wastewater treatment system met the minimum approval criteria, the following other conditions were observed. By following the recommendations outlined below, you should be able to improve the performance and extend the operational life of your onsite wastewater treatment system:

1. The Department has no records of the size, type or components of the onsite wastewater treatment system for this property; any System Information shown on page 1 is based on pumper or inspector observations. You are advised to monitor your water use carefully to avoid overloading the system.

RENEWALS: This permit may be renewed ONCE, provided that FORM 704 is submitted to the Department prior to October 25, 2022. After that date, you must submit a new application with the appropriate fee and provide updated inspection reports for the system.



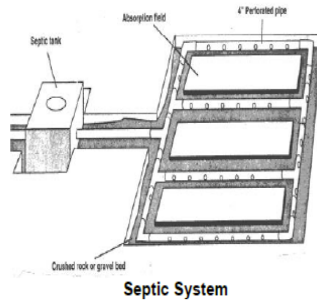
Septic System Maintenance



Environmental Health Services
645 Parfet Street
Lakewood, Colorado 80215
303-232-6301

<http://jeffco.us/public-health/>

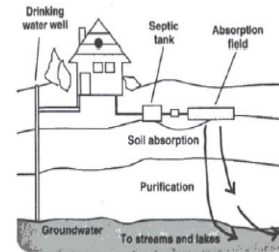
The modern onsite wastewater treatment system, (OWTS) is an environmentally sound method of wastewater treatment in areas without public sewers. This guide will help you understand how your system works and provide maintenance tips and information to prolong its life..



What it is and how it works

A typical OWTS has a septic tank and an soil treatment area (STA or leaching field). The tank is usually concrete or other durable materials. Most tanks have a capacity of 1,000 gallons or more and are divided into two compartments. Sewage enters the first compartment of the tank where bacterial decomposition occurs and materials that cannot be digested settle to the bottom as sludge or float to the top and form a scum layer. The remaining liquid flows into the second compartment for additional treatment. Some tanks have a motor or aerator to agitate the sewage - these mechanisms should not be removed or disconnected, as this will seriously affect the operation of the system

From the tank the partially treated sewage flows to the STA and into a series of perforated pipes bedded in gravel. There, it passes through the gravel and the soil below where it is further treated and filtered before reentering the groundwater. The filtering action of the soil removes most of the harmful bacteria, resulting in a high degree of treatment through a natural, environmentally sound process.



Wastewater Treatment and Disposal in the Soil

These systems cannot remove all contaminants. Nitrate, a by-product of human waste, is not removed and may impact groundwater quality. Distance separation from wells and proper maintenance is necessary to enhance treatment effectiveness.

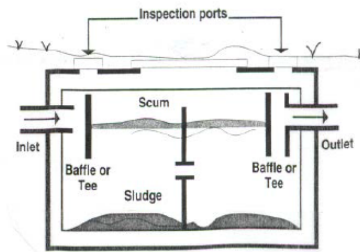
Caring for your septic system

An OWTS is designed to treat only household wastewater. Although household soaps and cleaners should not cause a problem, paints, solvents, thinners, pesticides, antifreeze, or photographic chemicals should **never** be poured down the drain. These materials can damage

your system and seriously pollute the groundwater.

Likewise, disposable diapers, cigarette butts, and sanitary napkins should not be put into the system. Kitchen wastes such as bones, eggshells, and coffee grounds do not readily decompose and should be thrown out. **Grease can cause major problems** – wipe pans clean prior to washing and don't pour excess grease or drippings down the drain.

Unlike a public sewer, Your OWTS is designed for a limited wastewater flow. Prolonged overloading of the system may cause sluggish drains, sewage backups, or effluent surfacing on STA. Space your water use out over time. Don't do multiple loads of laundry or permit three or four showers in a row.



Septic Tank

Pumping your septic tank

Some materials in household sewage are not easily decomposed. Therefore, tanks

(including both sides of 2-compartment tanks) should be pumped regularly by a licensed pumper. Otherwise, sludge may enter the bed where it can plug the soil pores and result in failure. In addition, adding an effluent filter to the outlet of your septic tank will help prevent solids from entering your absorption bed. Since replacing a failed absorption bed can cost thousands of dollars, an effluent filter and routine pumping represents a very reasonable investment in protecting your OWTS.



Effluent Filters

Absorption beds

An absorption bed is where treated wastewater enters the soil. Plastic (PVC) pipes in the bed can be crushed, so vehicles should never be driven or parked on an absorption bed. Cattle or horses may also compact the soil and damage the pipes. If your OWTS is in a pasture it should be fenced to keep out livestock.

Erosion can remove the soil cover and allow sewage to escape from the bed, but

this can be prevented by maintaining proper drainage and establishing vegetative cover (excluding trees, whose roots can enter and clog pipes). If the bed is located in a lawn area, restrict watering to prevent saturation of the ground.

Additives

Some commercial additives claim to improve the operation of your system. While they will probably not cause any harm, they are not needed to assure proper operation. Beware of claims that a chemical additive will "rejuvenate" your system or make pumping the tank unnecessary.

Summary

Don't dispose of items that will destroy the natural digestion processes in your OWTS, contaminate the ground water, or overload the system with excess water. Have the tank regularly inspected and pumped. If you follow these few simple rules, your OWTS will prove to be a safe and economical onsite method of wastewater treatment for many years.

Despite the best of care, some systems do malfunction, either backing up into the dwelling or leaking from the absorption bed. Should this happen, contact the Health Department at once. They can advise you on procedures to repair the system.

Printed on Recycled Paper



28646 Summit Ranch Dr House Rules

Quiet Hours are between 7PM – 7AM Please be respectful of our neighbors. No loud music outdoors. Guests that do not adhere to quiet hours will have their reservation terminated and no refunds will be given.

There are carbon monoxide and smoke detectors located in every room and in the main living areas. The fire extinguishers are in the pantry of the kitchen and at the entryways.

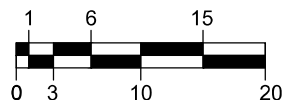
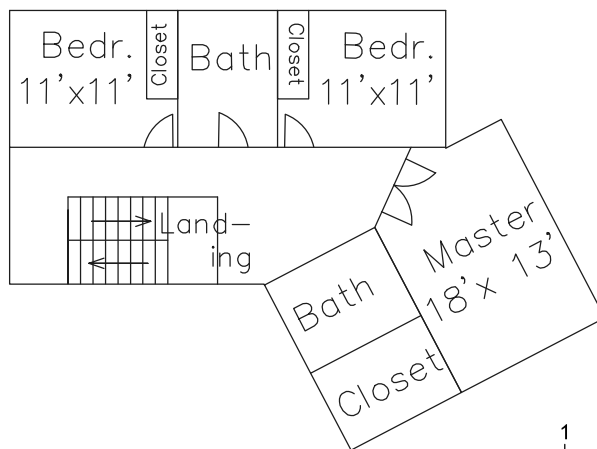
Jefferson county does not allow fires. Any fires by guests will result in immediate cancellation of your rental and no refunds will be given.

If there is anything urgent, please reach out to our property manager, Andrew, at 801-864-8868.

The trash day is on Tuesday. Please move it out to the curb on Tuesday morning before 9:30 AM. Please do not move trash cans out on Monday night. There is wildlife in the area such as bears and there is potential for wildlife to get into the trash if left overnight. There will be an additional \$100 cleaning fee if the cleaners have to pick up trash outside due to wildlife rummaging through the trash.

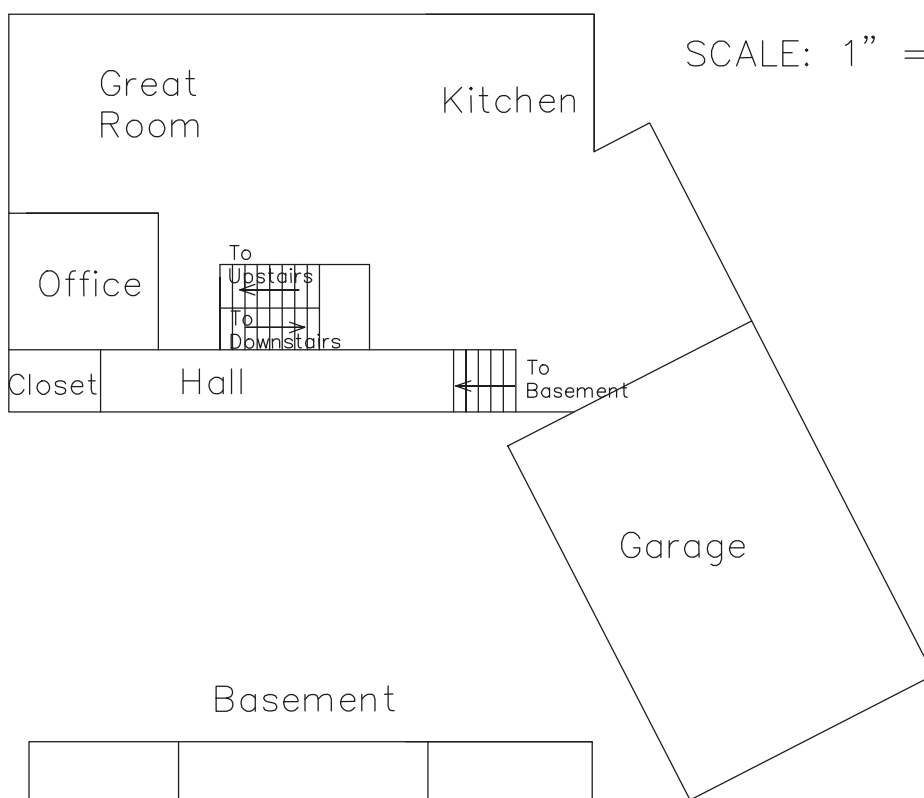
There is plenty of space to park your cars in the driveway or garage. All vehicles must be parked on the driveway or in the garage. Please do not park on the street.

Upper

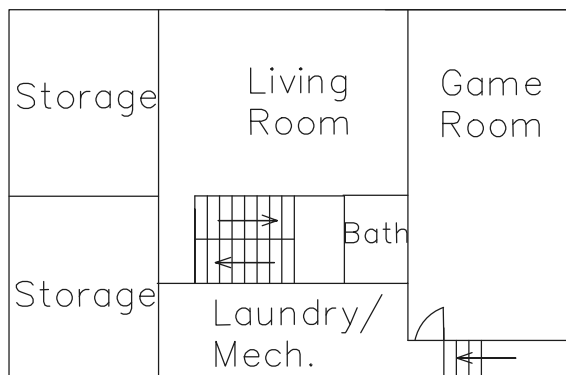


SCALE: 1" = 10'

Main



Basement



28646 SUMMIT RANCH RD
FLOOR PLAN.



43E7? 7@F 43F:



? 3;@ 8>AAD43F:



GBEF3;DE: 3>> 43F:



476DAA? #



476DAA? \$



6;@;@9 3D73



43E7? 7@F >;H;@9 DAA?



7@FD3@57



GAME ROOM



=;F5: 7@



? 3;@ >7H7> >;H:@9 DAA?



? 3EF7D43F:



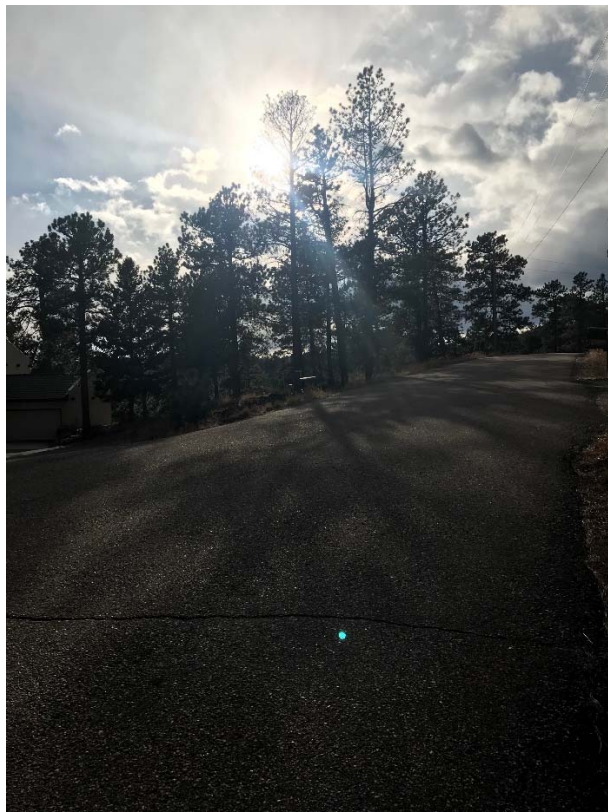
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--{EXTERNAL}-- Zoning hearing/28646 summit ranch dr. Golden.

Holly Fehr <hollykind@gmail.com>

Wed 12/14/2022 12:56 PM

To: Sara Kohles <skohles@co.jefferson.co.us>

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Sara:

We see that our new neighbor has applied for a short-term rental exception and the hearing is scheduled for Dec 21st. We, many of the neighbors, would like to attend to voice our concerns, however being that it is just a few days before Christmas, we can not attend on this date. Most of us are flying or driving to be with family. Can this hearing be rescheduled until after the holidays?

Thank you,

Holly Fehr

--

Thank you,

Holly Fehr

303-968-4519