

# CASE SUMMARY

**CASE SUMMARY**  
**Regular Agenda**

**PC Hearing Date:** April 9, 2025

**BCC Hearing Date:** May 6, 2025

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**24-131992RZ** Rezoning

**Case Name:** Bortles Residence Garages Official Development Plan

**Owner/Applicant:** Barton E Bortles Revocable Trust

**Location:** 74 S Pine Road, Golden  
Section 7, Township 4 South, Range 70 West

**Approximate Area:** 1.16 Acres

**Purpose:** **To Rezone from Mountain Residential - One (MR-1) to Planned Development (PD) to allow for a total accessory structure square footage of 1,870 square feet; and to modify the height of accessory structures**

**Case Manager:** Allie McGahee

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**Applicant Team Presenters:**

Christopher Mirto, cmirto@peharchitects.com, 303-442-0408 ext. 204, Applicant Representative  
Jon Bortles, jonbortles@gmail.com, 303-819-7225, Property Owner

**Issues:**

None

**Recommendations:**

- **Staff:** Recommends **Approval**

**Interested Parties:**

- Neighbors

**Level of Community Interest:** Low

**Representative for Applicant:** Christopher Mirto

**General Location:** Northeast of the intersection of Cody Park Road and S Pine Road

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

# COMMUNITY MEETING SUMMARY



Planning &  
Zoning Division

## COMMUNITY MEETING SUMMARY

<b>Case Number</b>	<b>Meeting Date</b>	<b>Approx. # of Citizens</b>	<b># Signed in</b>
24-124765 CMT	9.26.2024	9	13
<b>Meeting Location</b>			
Zoom (virtual)			
<b>Subject Property</b>			
74 S Pine Rd			
<b>Property Owner</b>		<b>Applicant/Representative</b>	
BARTON E BORTLES REVOCABLE TRUST		Jon Bortles / Chris	

### Summary of the Applicant's Presentation

Applicant representative talked about their proposal history and why they are rezoning, what they are rezoning from.

### Information Presented/Format of the Meeting

The applicant screen shared their proposal for the garage, which included a site plan and details about the proposed zoning.

### Overall Impression/Tone of Meeting

The applicants covered their application and respectfully answered all community questions. The tone was generally civil, however, tense at times.

### Main Points/Issues Raised by Citizens/Applicant's Response

Neighbor asked if it applied to the whole neighborhood - applicant stated that it would be just for their property

Neighbors asked how the zoning would effect them and their zoning and the Pine Road access easement.

Neighbor(s) asked about if townhouses will end up being allowed by the zoning in the future.

Concerns were brought up relating to Planned Developments and allowing for a different designation in the future that might not be supported by the neighborhood.

Immediate neighbors to east were concerned no one told them out of courtesy since it directly affects them. They are concerned that the project started without a permit in the first place. Applicant provided history on the contractor situation and the ownership of mistakes by the owner for not doing due diligence in regards to getting it permitted correctly in the first place. The neighbors indicated that they are uncomfortable because they did their own home additions correctly upfront and had to wait to get theirs done correctly. They are concerned about future rezoning with new owners and if in the future to be potentially rezoned to multi-family.

Neighbor is uncomfortable with any Planned Developments existing within the Cody Park Community.

Applicant sister asked planning staff if this makes it easier for other applicants to have a set precedent in rezoning in the future for multifamily.

Neighbors skeptical about rezoning in the area in general as a slippery slope for multifamily in the future and the safety of his elder parents in the neighborhood.

# STAFF REPORT

**Summary of Process**

- The Staff evaluation of an application will be presented at the required Planning Commission and Board of County Commissioners' Hearings.
- The Planning Commission will review the evidence and will make a recommendation to the Board of County Commissioners.
- The final decision on the request will be made by the Board of County Commissioners.

Case Number:

**22-118416RZ**

**Case Summary**

A Rezoning from Mountain Residential - One (MR-1) to Planned Development (PD) to allow for a total accessory structure square footage of 1,870 square feet; and to modify the height of accessory structures.

**Purpose**

Bortles Residence Garages Official Development Plan

Allie McGahee

12/16/2024

**Case Name**

Case Manager

Formal Submittal Date

09/05/2024

09/26/2024

04/09/2025

05/06/2025

Building Permit

Pre-Application → Community Meeting → PC Hearing → BCC Hearing → Next Process

Christopher Mirto

Barton E Bortles Revocable Trust

Applicant/Representative, check if same as owner:

Owner

74 S Pine Road

Golden

80401

1.16 acres

7

4S

70W

Property Address

City

Zip

Area ≈

Section

Township

Range

300141685

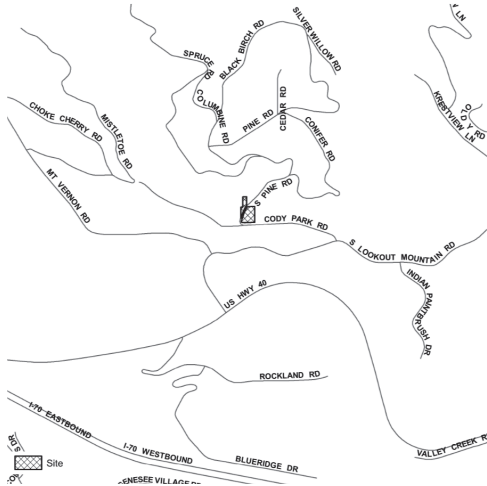
Northeast of the intersection of Cody Park Road and S Pine Road

Pin

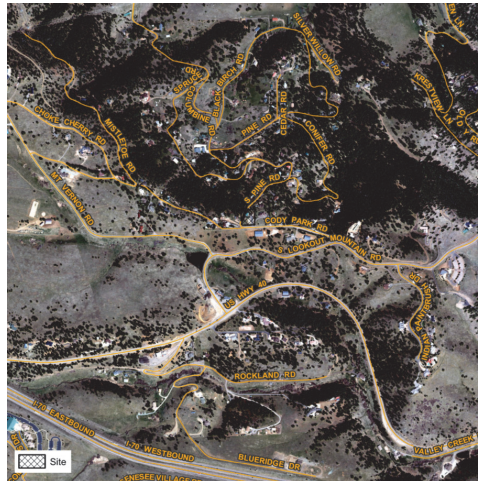
General Location

**Land Use and Zoning**

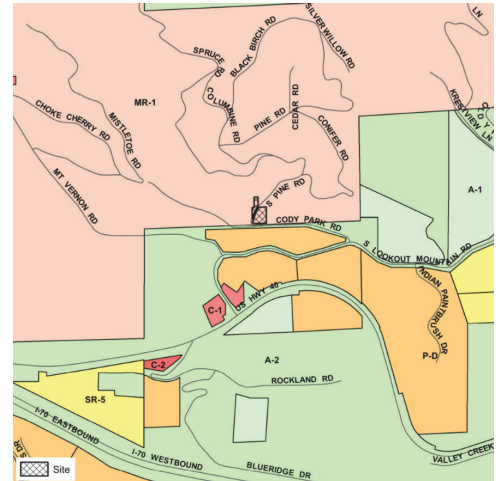
Vicinity



Detail



Surrounding Zoning



Existing Land Use:

Single-family residence

Existing Zoning:

Mountain Residential-One (MR-1)

CMP Recommended Land Use:

Requested Zoning: Planned Development (PD)

Plan Area: North Plains

Number of citizens at Community Meetings: 10

Key Issues: None

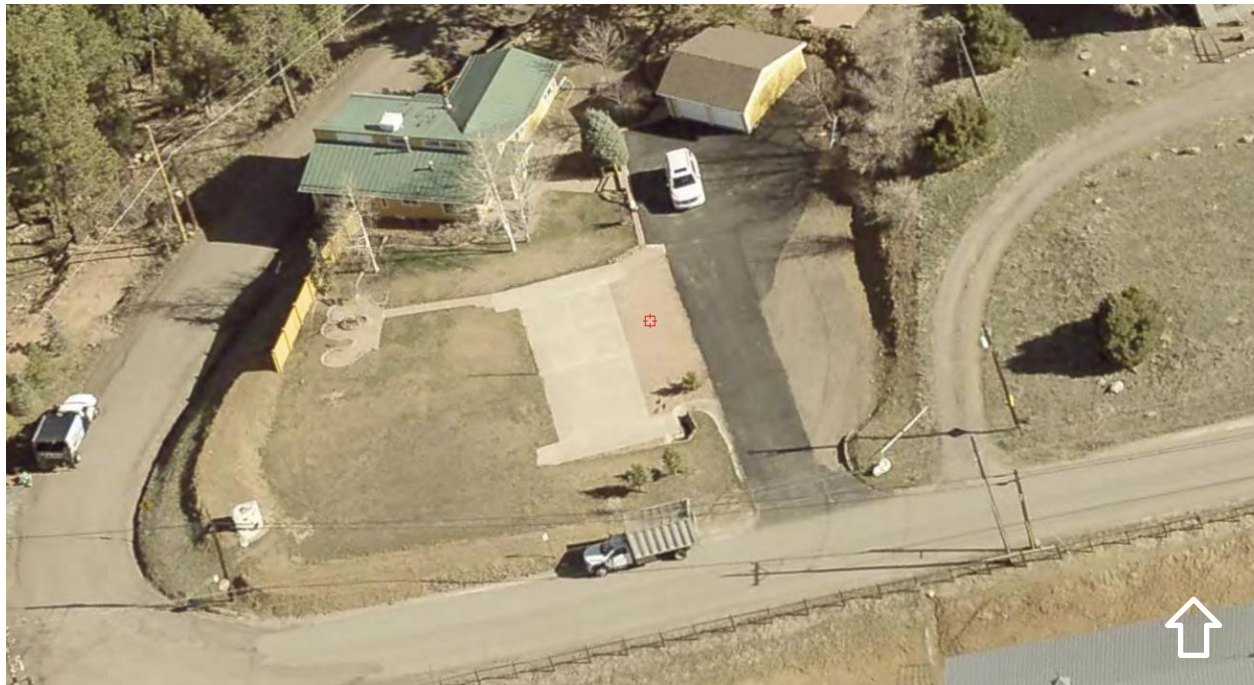
PC Recommendations: \_\_\_\_\_

Level of Community Interest: Moderate

**Criteria for Rezoning:**

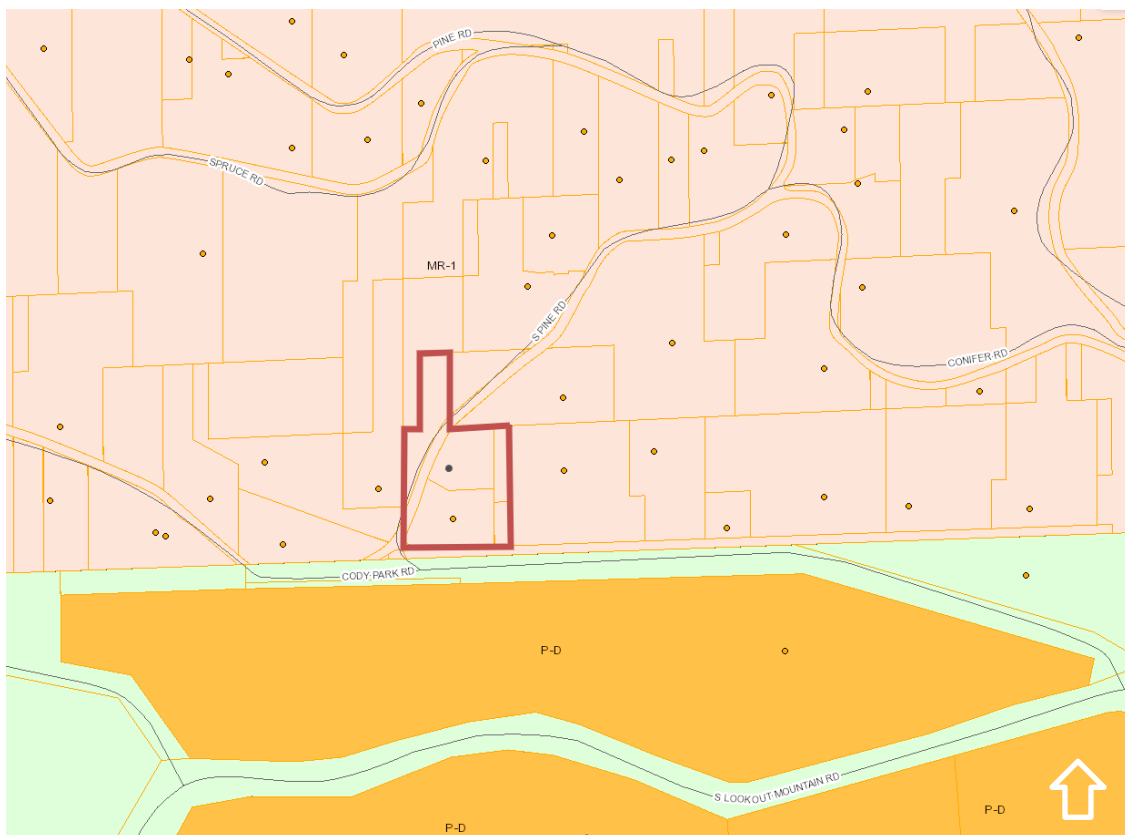
- The compatibility with existing and allowable land uses in the surrounding area.
- The degree of conformance with applicable land use plans.
- The ability to mitigate negative impacts upon the surrounding area.
- The availability of infrastructure and services.
- The effect upon the health, safety, and welfare of the residents and landowners in the surrounding area.

✓	○	✗
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## 1. SUBJECT REQUEST

The applicant is requesting to rezone the 1.16-acre subject property (74 S Pine Road) from Mountain Residential-One (MR-1) zone district to a Planned Development (PD) zone district. The proposed Bortles Residence Garages Official Development Plan (ODP) would allow all uses and provide for all restrictions defined by the Residential-One (R-1) zone district with specific modifications to the allowed size of accessory structures, and the maximum height and number of garages.



## 2. CONTEXT

The subject property is in west-central Jefferson County, northeast of the intersection of US Highway 40 and South Lookout Mountain Road. This parcel is adjacent to residential land uses to the north, south, east, and west. The lots to the north, east, and west are zoned Mountain Residential-One (MR-1), the lot to the south is zoned Planned Development (PD) and all vary in lot size. This area is primarily characterized by residential land uses. The subject property has been zoned MR-1 since 1955.

## 3. SURROUNDING ZONING/LAND USE

	<b>Adjacent Zoning</b>	<b>Land Use</b>
<b>North:</b>	Mountain Residential – One (MR-1)	Residential
<b>South:</b>	Planned Development (PD)	Agricultural
<b>East:</b>	Mountain Residential – One (MR-1)	Residential
<b>West:</b>	Mountain Residential – One (MR-1)	Residential

## 4. SUMMARY OF PROPOSED CHANGES

	<b>Current Zoning</b>	<b>Proposed Zoning</b>
<b>Setbacks</b>	Primary Structures/All Garages Front: 30'  All Structures Side: 20' Rear: 20'  Adjacent to Street/Road Side: 30'	Primary Structure/ Garages (attached or detached) Front: 20'  All Structures Side: 5' minimum (15' total - each side setback must be a minimum of 5 feet, and both side setbacks added together must equal 15 feet or more)  Single-Family Rear: 5'  Detached Garage or Other Accessory Structure Rear: 5'
<b>Minimum Lot Size</b>	17,400 sq ft	12,500 sq ft
<b>Maximum Building Height</b>	Primary 45'  Accessory 25'	Primary Structure 35'  Garages 18'



## 5. TRANSPORTATION

The proposed Rezoning to allow for an increased accessory square footage on the subject property to construct a garage would not change the uses allowed under the current MR-1 zoning. This is a request to change development standards only. For this reason, traffic information was not required with the Rezoning application. Both Transportation & Engineering and Planning Engineering did not express concerns related to potential traffic impacts as traffic is not anticipated to increase.

## 6. CRITERIA FOR DECISIONS FOR PLANNED DEVELOPMENT REZONING APPLICATIONS

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Section 6 of the Zoning Resolution states, *In reviewing Rezoning and Special Use applications, the Planning Commission and the Board of County Commissioners may consider the following criteria:*

- ✓ a. *The compatibility with existing and allowable land uses in the surrounding area.*
  - ✓ b. *The degree of conformance with applicable land use plans.*
  - ✓ c. *The ability to mitigate negative impacts upon the surrounding area.*
  - ✓ d. *The availability of infrastructure and services.*
  - ✓ e. *The effect upon the health, safety, and welfare of the residents and landowners in the surrounding area.*
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### *a. The compatibility with existing and allowable land uses in the surrounding area.*

The proposed single-family residential and accessory uses are compatible with the existing and allowable residential land uses in the area. The proposed Planned Development is based on the –R-1 zone district and is in keeping with the existing surrounding residential land uses. The proposal is to allow increased accessory structure square footage to accommodate the existing garage structure and a proposed garage. The existing single-family home does not currently meet the setback standards of the MR-1 zone district and would be brought into conformance because it meets the setbacks of the R-1 zone district. If the Rezoning is approved, the proposed impacts to the surrounding community would be minimal.




### *b. The degree of conformance with applicable land use plans.*

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The Comprehensive Master Plan (CMP), an advisory document required by State statute, contains Goals and Policies that are used to guide land use decisions. The Area Plans section of the CMP contains supplementary policies and land use recommendations for evaluation.

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	Summary	Conforms with CMP? ✓ ○ ✗
Land Use	The CMP discusses the need for a variety of uses to create a vibrant, enduring community. The Plan encourages diverse	✓

	communities in which to live, work, and enjoy outdoor recreation.	
<b>Physical Constraints</b>	The CMP describes physical constraints as those physical features that due to safety concerns may potentially restrict where and how development occurs. Physical Constraints include geologic hazards and constraints, floodplains, wetlands, wildfire, radiation, landfills, abandoned mines, and wildlife habitat	
<b>Community Resources</b>	The CMP contains policies that relate to historic structures or sites, scenic corridors, natural features, air quality, light, odor and noise pollution, open space and trails.	
<b>Infrastructure Water and Services</b>	The CMP describes the importance of new developments having adequate Transportation, Water and Wastewater, and Services.	

Staff concludes that the subject request is in general conformance with the applicable goals and policies of the Comprehensive Master Plan (CMP).

**Land Use:** The CMP recommends a land use of Area of Stability for the subject area, which has some additional policies for the Cody Park area. Areas of Stability are areas that have already been subdivided, in many cases under previous regulations that allowed for lot sizes smaller than what would currently be allowed. Any new development in these areas should be consistent with the character, scale, uses and typical lot sizes of the properties in the general vicinity of the proposed development. The proposal will not increase the density of the area. The proposed PD will allow the existing structures to remain while the residential use does not change. There are many other structures in this area that may have been constructed with reduced setbacks and the Rezoning is in keeping with the character of the area. The applicant provided additional information about the size of accessory structures and lot coverage in the Cody Park area, which shows that there are 23 similar properties with similar or greater lot coverage, 7 properties with carports and several properties with larger garage structures. With this information and the height and size limitations in the ODP, the proposed garage would not be out of character with the Cody Park neighborhood. Therefore, the request is consistent with the Land Use goals and policies of the CMP as it meets the Area of Stability recommendation.

**Physical Constraints:** The CMP describes physical constraints as those physical features that due to safety concerns may potentially restrict where and how development occurs. Physical Constraints include geologic hazards and constraints, floodplains, wetlands, wildfire, radiation, landfills, abandoned mines, and wildlife habitat. The property is not within any floodplains or known geologic hazard areas. The subject property is within the Wildland Urban Interface Overlay District, and any future Building Permits would require compliance with Defensible Space requirements. Therefore, the request is consistent with the Physical Constraints goals and policies of the CMP.

**Community Resources:** The Community Resources section contains policies that relate to historic structures or sites, scenic corridors, natural features, air quality, light, odor and noise pollution, open space and trails. No specific historic resources have been identified that would be negatively impacted by the proposed development. The proposed use does not have potential impacts to air quality, light, odor and noise pollution, or other environmental impacts. Therefore, the request is consistent with the Community Resources goals and policies of the CMP.

**Infrastructure, Water and Services:** Existing infrastructure and services are available and adequate to support the uses proposed by this Rezoning. If this request is approved, traffic to the site is

anticipated to have negligible impacts on traffic operations, as the current and existing residential use will remain the same. South Pine Road is an unpaved County maintained road, and Cody Park Road is a paved road maintained by the County. The property is within the Foothills Fire Protection District and the Jefferson County Sheriff's Office provides law enforcement to the area. Water services will be provided by Lookout Mountain Water and wastewater services are provided by an Onsite Wastewater Treatment System. The applicable agencies have reviewed the proposed zoning and there are no concerns. Therefore, the request is consistent with the Infrastructure, Water and Services goals and policies of the CMP.

#### *c. The ability to mitigate negative impacts upon the surrounding area.*

Staff has not identified potential negative impacts of the Rezoning to the surrounding area that could result in impacts to light, air, odor, or noise to the surrounding area. Visual impacts to surrounding area will remain similar, and the proposed garage is limited in height to a maximum of 18 feet to reduce visual impacts to the surrounding area. The proposed Rezoning is not anticipated to have negative impacts upon the surrounding area.

#### *d. The availability of infrastructure and services.*

The existing and proposed infrastructure and services are available and adequate to support the proposed Rezoning, as stated above.

#### *e. The effect upon health, safety, and welfare of the residents and landowners in the surrounding area.*

The proposed land use will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area. No unmitigated deleterious effects relating to the proposed Rezoning have been identified.

## 7. COMMERCIAL MINERAL DEPOSITS

No known commercial mineral deposits exist on the subject property.

## 8. COMMUNITY MEETING

A Community Meeting was held on September 26, 2024. There were 9 community members in attendance. Community members had concerns regarding setting precedent for Rezoning that would lead to allowing multi-family in the future. Please see the Community Meeting Summary included in this case packet for more details.

## 9. COMMUNITY/REFERRAL RESPONSES

During the processing of this Rezoning application, Staff received three community responses regarding this proposal. One response was in support of the application. The second response was related to negative visual impacts from the adjacent property to the east. In response to the comment received related to negative impacts on the property to the east, the applicant has proposed an accessory height of 18-feet where 25-feet would otherwise be allowed within the R-1 zone district to reduce visual impacts. The third response was in general opposition. Staff has not identified unresolved citizen comments.

## 10. AGENCY REFERRAL RESPONSES

This application was sent on referral to 9 Jefferson County Departments & Divisions, 11 external agencies, and 26 registered associations (please see the first referral matrix and HOA mailing list in the case packet for more information). The request was sent on one referral which resulted in modifications to the proposed written restrictions related to formatting, and lot and building standards. There are no known outstanding issues with the referral agencies.

## 11. NOTIFICATION

Notification of the proposed development was sent and posted in accordance with the Zoning Resolution. Please see the attached Notification Summary for more information.

## 12. POST HEARING REVIEW

If the Rezoning is approved, the post hearing review shall be in accordance with the Zoning Resolution as follows:

*The applicant shall have 28 days after Board of County Commissioner's approval to submit a 'clean' copy of the approved red-marked ODP and pay the recordation fees. The Case Manager will have 7 days to review the submitted ODP. If the revisions have been made in accordance with the approval conditions, Staff will affirm and record the ODP documents, as appropriate. If the submitted documents are not in conformance with the approved red-marked ODP, the red-marked ODP shall be recorded.*

## 13. SUBSEQUENT PROCESSES

If the Rezoning is approved, prior to construction of any buildings or additions on the site a Building Permit would be required. The Building Permit is an administrative approval process.

## SUMMARY OF STAFF ANALYSIS

Staff's analysis concludes that the proposed Rezoning is in conformance with specific land use goals and policies outlined within the CMP. All potential negative impacts to the surrounding community have been adequately addressed, infrastructure and services are available to support the proposed land use, and the proposed land use will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area. Staff has no unresolved issues with the proposed Rezoning and recommends APPROVAL of the request.

## FINDINGS:

**Based on the analysis included in this report, staff concludes that the proposal satisfactorily address all of the criteria below which the Planning Commission may consider, as detailed in subsection 6 in this staff report.**

- 1. The rezoning proposal to allow for the existing single-family residential land use with a total accessory structure square footage of 1,870 square feet; and to modify the height of accessory structures on the subject property is compatible with the existing and allowable residential land uses in the surrounding area.**
- 2. The proposal is in general conformance with the Comprehensive Master Plan (Plan). It meets the Plan's land use recommendations, and all other applicable sections of the Plan goals and**

policies are met. The Plan recommendation is for an Area of Stability which recommends that any redevelopment should be consistent with the character, scale, uses and typical lot sizes of the properties in the general vicinity of the proposed development. The proposal is for continued Residential land use and is consistent with the character of the area.

3. The ability to mitigate the negative impacts of the proposed land use upon the surrounding area has been considered. The negative impacts are found to be minimal and mitigated with the restrictions set forth in the proposed Official Development Plan (ODP) document. Restrictions to mitigate potential visual impacts are restrictions on building height for accessory structures.
4. The subject property is served by Foothills Fire Protection District and the Jefferson County Sheriff's Office for emergency response services. Water service will be provided by Lookout Mountain Water District. Wastewater services are provided by an Onsite Wastewater Treatment System. Infrastructure and services are available and adequate to service the proposed development.
5. The proposed land use will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area.

## PLANNING COMMISSION ACTION:

The Planning Commission is charged with reviewing the request and staff report, receiving testimony and evidence on the application, and recommending approval or denial of the request to the Board of County Commissioners.

COMMENTS PREPARED BY:

*Allie McGahee*

Allie McGahee, Planner III  
April 2, 2025

# CURRENT ZONING

## Section 31 - Mountain Residential District

(orig. 3-26-13)

### A. Intent and Purpose

1. The Mountain Residential Zone District is intended to provide for low to medium density residential development including both single-family and two-family dwellings, where allowed. Certain agricultural uses which are compatible with this development. (orig.3-26-13)
2. Contained in this section are the allowed land uses, building and lot standards (including minimum setbacks) and other general requirements for each specific mountain residential zone district. (orig.3-26-13)
3. The Mountain Residential zone districts are divided as follows: (orig.3-26-13)
  - a. Mountain Residential-One (MR-1)
  - b. Mountain Residential-Two (MR-2)
  - c. Mountain Residential-Three (MR-3)

### B. Permitted Uses (orig.3-26-13)

Uses	MR-1	MR-2	MR-3
Single-family dwelling	X	X	X
Two-family dwelling or duplexes		X	X
Group Home for up to 8 aged persons not located within 750 ft of another such group home; state licensed group home for up to 8 developmentally disabled persons not located within 750 ft of another such group home; state licensed group home for up to 8 mentally ill persons not located within 750 ft of another such group home or group home for the aged or developmentally disabled persons.	X	X	X
Public park, Class I public recreation facilities.	X	X	X
Telecommunication Land Uses shall comply with the provisions of the Telecommunication Uses Section of the Zoning Resolution.	X	X	X
Energy Conversion Systems (ECS) land uses shall comply with the provisions of the Alternative Energy Resources Section of the Zoning Resolution.	X	X	X

### C. Accessory Uses (orig.3-26-13; am.7-17-18)

Uses	MR-1	MR-2	MR-3
Private garage, mini-structure, storage shed.	X	X	X
Private greenhouse and nursery, non-commercial conservatory for plants and flowers.	X	X	
Private poultry house and pigeon coop max. 400 square feet of floor area, private rabbit or chinchilla hutch with no more than 100 square feet of floor area.	X	X	
Private building or kennel for housing dogs, cats and similar domesticated pets. <sup>1</sup>	X	X	X
Private stable and/or barn for keeping horses, cattle, sheep, goats or other similar domesticated animals. See general requirements below.	X	X	
Home occupations provided the requirements and conditions of the Board of Adjustment or the Home Occupations Section of this Zoning Resolution are met.	X	X	X
Accessory Uses per the Accessory Use Section of the Zoning Resolution.	X	X	X

<sup>1</sup> But not including horses, cattle, sheep, goats, chickens, ducks, geese or other fowl. The maximum total number of dogs, cats and similar domestic pets which may be kept shall be 3. Offspring of domestic pets may be kept until weaned.

**D. Special Uses**

The following uses shall be permitted only upon review by the Planning Commission and approval by the Board of County Commissioners: (orig. 3-26-13)

Uses	MR-1	MR-2	MR-3
Religious Assemblies and related uses, parish house and/or parsonage.	X	X	X
Private nonprofit museum	X	X	X
Cable television reception station	X	X	X
Water supply reservoir and irrigation canal	X	X	X
A group living facility, other than homes for social rehabilitation, or a home where up to 6 unrelated individuals are living together, that is occupied by more than one registered sex offender.	X	X	X
Group, foster or communal home, residential treatment center, community residential home, home for social rehabilitation, assisted living residence, personal care boarding home, specialized group facility, receiving home for more than 4 foster home residents, residential child care facility or shelter from domestic violence, licensed or certified by state if applicable, in which 7 or more residents who are not legally related live and cook together as a single housekeeper unit not located within 750 ft of another similar type home or shelter.	X	X	X
Group home for the aged, group home for the developmentally disabled, group home for the mentally ill persons, licensed or certified by the state if applicable, in which 9 or more residents who are not legally related live and cook together as a single housekeeper unit, where such home is not located within 750 ft of another similar type home, licensed or certified by the state if applicable.	X	X	X
Parochial and private schools. Not included are private vocational, trade or professional schools, schools of art, music or dance and schools for subnormal or mentally disturbed adults. Exceptions listed above shall not preclude those occupations authorized by the Board of Adjustment or the Home Occupations Section of this Zoning Resolution.	X	X	X
State licensed day-care center or preschool or nursery.	X	X	X
Oil and gas drilling operations. Such operations shall conform to the standards contained in the Drilling and Production of Oil and Gas Section of this Zoning Resolution, except as modified by the Board of County Commissioners in the resolution approving the Special Use.	X	X	X
Class I or II commercial recreational facility. Class II public recreational facility.	X	X	X

**E. Lot and Building Standards (orig.3-26-13; am. 7-17-18)**

District	Front Setback	
	Primary Structure/All Garages	All Other Accessory Structure
MR-1	30 ft.	Housing Livestock – 100 ft. All Other Accessory Structure – 50 ft.
MR-2	30 ft.	Housing Livestock – 100 ft. All Other Accessory structure – 50 ft.
MR-3	30 ft.	All Other Accessory Structure – 50 ft.

District	Side Setbacks <sup>1</sup>		Rear Setback
	All Structures	Adjacent to street/road	All Structures
MR-1	20ft.	30 ft.	20ft.
MR-2	15ft	30 ft.	20ft.
MR-3	15ft	30 ft.	20ft.

<sup>1</sup> For a two-family dwelling, no side setback shall be required where there is a common wall shared between buildings on adjacent lots.



District	Building Height		Lot Size		
	Primary	Accessory <sup>1</sup>	Single Family	Duplex	Two-Family
<b>MR-1</b>	45 ft.	25 ft.	17,400 s.f.	n/a	n/a
<b>MR-2</b>	45 ft.	25 ft.	17,400 s.f.	½ acre (21,780 s.f.)	½ acre (21,780 s.f.) with a minimum of 10,000 square feet per unit
<b>MR-3</b>	45 ft.	25 ft.	6,250 s.f.	9,000 s.f.	9,000 sf. with a minimum of 4,000 s.f. per unit

<sup>1</sup> No such building shall exceed the lesser of the height indicated or the height of the primary structure.

**F. Fences**

1. Maximum fence height: 6 feet. (orig.3-26-13)
2. No fence more than 42 inches in height of any type shall be permitted within the front setback line and the front lot line. (orig.3-26-13)
3. No barbed wire or electric fence shall be permitted in this zone district. (orig.3-26-13)
4. On adjacent lots where allowed fence heights differ, the lower height restriction shall govern. (orig.3-26-13)

**G. General Requirements**

1. Corner lots must comply with the vision clearance triangle requirements as specified in the Definitions Section of this Zoning Resolution. (orig.3-26-13)
2. No structure may be erected, placed upon or extend over any easement unless approved in writing by the agency or agencies having jurisdiction over such easement. (orig.3-26-13)

**H. Animals**

1. Manure shall not be allowed to accumulate so as to cause a hazard to the health, safety or welfare of humans and/or animals. The outside storage of manure in piles shall not be permitted within 100 feet of the front lot line and shall conform to the side and rear setback requirements for a dwelling. (orig.3-26-13)
2. Stallions or bulls shall be kept in a pen, corral or run area enclosed by a 6-foot chain link fence, or material equal or greater in strength, except when it is necessary to remove them for training, breeding or other similar purposes. (orig.3-26-13)
3. Where allowed the keeping of horses, cattle, sheep, goats, or other similar domesticated animals shall be kept in a fenced area. The total number of animals, listed above, is limited as follows. (orig.3-26-13)  
 The minimum square footage of open lot area, available to animals, shall be 9,000 square feet for the first animal and 6,000 square feet for each additional animal. The total number of such animals that may be kept shall not exceed 4 per 1 acre; except that offspring of animals on the property may be kept until weaned. (orig.3-26-13; am. 7-17-18)

# PROPOSED ZONING

**Bortles Residence Garages  
Rezoning Case # 24-131992RZ**

**A. Intent**

The purpose of this Rezoning is to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for a total accessory structure square footage of 1,870 SF.

**B. Written Restrictions**

All of the uses and standards of the Residential-One (R-1) Zone District and other applicable sections of the Zoning Resolution shall apply to the property as shown on the graphic attached hereto as Exhibit A and the legal description attached hereto as Exhibit B with the following modifications:

1. Accessory Use: Maximum combined size not to exceed 1,870 square feet
2. Garage
  - a. Maximum Height: 18 feet
  - b. Maximum Quantity: 2
3. Maximum Lots: 1

**APPROVED FOR RECORDING:**

This Official Development Plan, titled Bortles Residence Garages, was approved the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by the Board of County Commissioners, of the County of Jefferson, State of Colorado and is approved for recording.

The owner of the property, at the time of approval was: \_\_\_\_\_

By: Jefferson County Planning and Zoning Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

Case No. 24-131992RZ

Legal Description

Street Location of Property 74 South Pine Road

Is there an existing structure at this address?

Yes X No \_\_\_\_\_

Type the legal description and address below.

LOTS 418 AND 419, AND LOTS 514 TO 527 INCLUSIVE, BLOCK D, CODY PARK SUBDIVISION, COUNTY OF JEFFERSON, STATE OF COLORADO.

Section 7 Township 4 S. Range 70 W.

Calculated Acreage 1.16 Acres Checked by: Becky Daleske

Address Assigned (or verified) 74 South Pine Road

## Section 30 - Residential District

(orig. 3-26-13)

### A. Intent and Purpose

1. The Residential Districts are intended to provide areas for residential development and includes single-family dwellings, two-family dwellings, duplexes, townhomes and multi-family dwellings, where allowed. (orig. 3-26-13)
2. Contained in this section are the allowed land uses, building and lot standards (including minimum setbacks) and other general requirements for each specific residential zone district. (3-26-13)
3. The Residential Zone Districts are divided as follows: (orig. 3-26-13)
  - a. Residential-One (R-1)
  - b. Restricted Residential (RR)
    - (1) Restricted Residential Quarter Acre (RR-1/4)
    - (2) Restricted Residential One Half Acre (RR-1/2)
    - (3) Restricted Residential One Acre (RR-1)
    - (4) Restricted Residential Two Acre (RR-2)
    - (5) Restricted Residential Five Acre (RR-5)
    - (6) Restricted Residential Ten Acre (RR-10)
  - c. Residential-One A (R-1A)
  - d. Residential-One B (R-1B)
  - e. Residential-One C (R-1C)
  - f. Residential-Two (R-2)
  - g. Residential-Three (R-3)
  - h. Residential-Three A (R-3A)
  - i. Residential-Four (R-4)

### B. Permitted Uses (orig.3-26-13; am. 7-17-18)

Use	R-1	RR	R-1A	R-1B	R-1C	R-2	R-3	R-3A	R-4
Single-family dwelling	X	X	X	X	X	X	X		
Two-family dwelling or duplex						X	X	X	
Multi-family dwelling or townhome							X	X	
Multi-family dwelling (20 dwelling units to 50 dwelling units per acre).									X
Religious Assemblies and related uses, parish house and/or parsonage.							X	X	X
Private nonprofit museum							X	X	X
Parochial or private schools. Not included are private vocational, trade or professional schools, schools of art, music or dance and schools for subnormal or mentally disturbed adults.							X	X	X
Colleges; not included are private vocational, trade or professional schools, schools of art, music or dance and schools for subnormal or mentally disturbed adults.									X

Use	R-1	RR	R-1A	R-1B	R-1C	R-2	R-3	R-3A	R-4
State licensed daycare or large day –care home or preschool or nursery.							X	X	X
Group Home for up to 8 aged persons not located within 750 ft of another such group home; state licensed group home for up to 8 developmentally disabled persons not located within 750 ft of another such group home; state licensed group home for up to 8 mentally ill persons not located within 750 ft of another such group home or group home for the aged or developmentally disabled persons.	X	X	X	X	X	X	X	X	X
Public park, Class I public recreation facilities.	X	X	X	X	X	X	X	X	X
Class II public recreation facility							X	X	X
Homes for the aged and nursing homes							X	X	X
Hospital, nursing homes and clinics but not including institutions exclusively for the mentally disturbed, or for contagious or infectious diseases.									X
Telecommunications Land Uses shall comply with the provisions of the Telecommunications Uses Section of this Zoning Resolution.	X	X	X	X	X	X	X	X	X
Energy Conversion Systems (ECS) land uses shall comply with the provisions of the Alternative Energy Resources Section of the Zoning Resolution.	X	X	X	X	X	X	X	X	X

**C. Accessory Uses** (orig.3-26-13; am. 7-17-18)

Use	R-1	RR	R-1A	R-1B	R-1C	R-2	R-3	R-3A	R-4
Private garage, mini structure, storage shed	X	X	X	X	X	X	X	X	X
Private greenhouse and nursery, noncommercial conservatory for plants and flowers.	X								
Private poultry house and pigeon coop with no more than 400 square feet of floor area; private rabbit and chinchilla hut with no more than 100 square feet of floor area.	X								
Private building or kennel for housing dogs, cats and similar domestic pets. <sup>1</sup>	X	X	X	X	X	X	X	X	
Private stable and/or barn for keeping horses, cattle, sheep, goats or other similar domesticated animals. See general requirements below.	X								
Home Occupations provided the requirements and conditions of the Board of Adjustment or the Home Occupation Section of the Zoning Resolution have been met.	X	X	X	X	X	X	X		

Use	R-1	RR	R-1A	R-1B	R-1C	R-2	R-3	R-3A	R-4
Accessory Uses per the Accessory Use Section of the Zoning Resolution.	X	X	X	X	X	X	X	X	X
Commercial service activities, which are accessory to the main use of the building <sup>2</sup>									X

<sup>1</sup> But not including horses, cattle, sheep, goats, chickens, ducks, geese or other fowl. The maximum total number of dogs, cats and similar domestic pets which may be kept shall be 3. Offspring of domestic pets may be kept until weaned.

<sup>2</sup> May be conducted, provided said use is contained within the main building. Cafeterias, offices, studios and personal services such as beauty parlors, barber shops, laundry pick-up stations and pharmacies may be conducted. However, the sum total of commercial uses may not exceed more than 10 percent of the floor area of any single building or structure. The entrance to any such accessory business will be from inside the building. Such accessory use is one which:

- a. Is subordinate to and serves the principal building or principal use.
- b. Is subordinate in area, extent, or purpose to the principal building or principal use served.
- c. Contributes to the comfort, convenience, or necessity of occupants of the principal building or principal use served.
- d. Is located on the same lot as the principal building or principal use served.

**D. Special Uses (3-26-13)**

The following uses shall be permitted only upon review by the Planning Commission and approval by Board of County Commissioners: (orig. 3-26-13; am. 7-17-18)

Use	R-1	RR	R-1A	R-1B	R-1C	R-2	R-3	R-3A	R-4
Religious Assemblies and related uses, parish house and/or parsonage.	X	X	X	X		X			
Private nonprofit museum	X	X	X	X		X			
Cable Television reception station	X	X	X	X	X	X	X	X	X
Water supply reservoir and irrigation canal	X	X	X	X	X	X	X	X	
A group living facility, other than homes for social rehabilitation, or a home where up to 6 unrelated individuals are living together, that is occupied by more than one registered sex offender.	X	X	X	X	X	X	X	X	X
Group, foster or communal home, residential treatment center, community residential home, home for social rehabilitation, assisted living residence, personal case boarding home, specialized group facility, receiving home for more than 4 foster home residents, residential child care facility or shelter from domestic violence, licensed or certified by state if applicable, in which 7 or more residents who are not legally related live and cook together as a single housekeeper unit not located within 750 ft of another similar type home or shelter.	X	X	X	X	X	X	X	X	X

Use	R-1	RR	R-1A	R-1B	R-1C	R-2	R-3	R-3A	R-4
Group home for the aged, group home for the developmentally disabled, group home for the mentally ill persons, licensed or certified by the state if applicable, in which 9 or more residents who are not legally related live and cook together as a single housekeeper unit, where such home is not located within 750 ft of another similar type home, licensed or certified by the state if applicable.	X		X	X	X	X	X	X	X
State licensed daycare center or preschool or nursery	X	X	X	X	X	X			
Parochial or private schools. Not included are private vocational, trade or professional schools, schools of art, music or dance and schools for subnormal or mentally disturbed adults. Exceptions listed above shall not preclude home occupations authorized by the Board of Adjustment or the Home Occupations Section of this Zoning Resolution.	X	X	X	X	X	X			
Home for social rehabilitation or adjustment for up to 10 residents plus staff, not located within 750 ft. of another similar facility.							X		
Oil and gas drilling and production subject to the Drilling and Production of Oil and Gas Section of this Zoning Resolution, except where located within a subdivision platted and recorded in the records of the Clerk and Recorder.	X	X	X	X		X	X	X	X
Class I or II commercial recreational facility. Class II public recreational facility.	X	X	X	X		X	X	X	X

**E. Lot and Building Standards** (orig. 3-26-13; am. 7-17-18; am. 5-10-22)

Districts	Front Setback		
	Primary Structure/ Garages (attached or detached)	Adjacent to Arterial	All Other Accessory Structures
<b>R-1</b>	20 ft.	30 ft.	Housing Livestock – 100 ft. All Other Accessory Structure – 50 ft.
<b>R-1A</b>	20 ft.	30 ft.	50 ft.
<b>R-1B</b>	20 ft.	30 ft.	50 ft.
<b>R-1C</b>	12 ft. (living space) 20 ft. (garage)	18 ft. (living space) 30 ft. (garage)	30 ft.
<b>R-2</b>	20 ft.	30 ft.	20 ft.



Districts	Front Setback		
	Primary Structure/ Garages (attached or detached)	Adjacent to Arterial	All Other Accessory Structures
<b>R-3</b>	20 ft.	30 ft.	50 ft.
<b>R-3A</b>	20 ft.	30 ft.	50 ft.
<b>R-4</b>	40 ft.	40 ft.	40 ft.
<b>RR-1/4</b>	20 ft.	20 ft.	20 ft.
<b>RR-1/2</b>	30 ft.	30 ft.	30 ft.
<b>RR-1</b>	30 ft.	30 ft.	30 ft.
<b>RR-2</b>	30 ft.	30 ft.	30 ft.
<b>RR-5</b>	50 ft.	50 ft.	50 ft.
<b>RR-10</b>	75 ft.	75 ft.	75 ft.

Districts	Side Setback <sup>1</sup>		
	All Structures	Adjacent to local/collector	Adjacent to arterial
<b>R-1</b>	5 ft. min (15 ft. total) <sup>2</sup> Housing Livestock – 15 ft.	20 ft.	30 ft.
<b>R-1A</b>	5 ft. min (15 ft. total) <sup>2</sup>	20 ft.	30 ft.
<b>R-1B</b>	5 ft.	20 ft.	30 ft.
<b>R-1C</b>	5 ft.	15 ft.	20 ft.
<b>R-2</b>	5 ft. min (15 ft. total) <sup>2</sup>	20 ft.	30 ft.
<b>R-3</b>	5 ft. <sup>3</sup>	20 ft.	30 ft.
<b>R-3A</b>	5 ft. <sup>3</sup>	20 ft.	30 ft.
<b>R-4</b>	30 ft.	30 ft.	30ft.
<b>RR-1/4</b>	10 ft.	20 ft.	20 ft.
<b>RR-1/2</b>	20 ft.	30 ft.	30 ft.
<b>RR-1</b>	30 ft.	30 ft.	30 ft.
<b>RR-2</b>	30 ft.	30 ft.	30 ft.
<b>RR-5</b>	50 ft.	50 ft.	50 ft.
<b>RR-10</b>	50 ft.	75 ft.	75 ft.

<sup>1</sup>For a two-family dwelling, no side setback shall be required where there is a common wall shared between buildings on adjacent lots.

<sup>2</sup> Each side setback must be a minimum of 5 feet, and both side setbacks added together must equal 15 feet or more.

<sup>3</sup> The minimum side setback for a single-family dwelling, two-family dwelling, duplex, townhome, or multi-family dwelling with 1 story, shall be 5 feet on each side. The minimum side setback for any other main building shall be 10 feet on each side.

Districts	Rear Setback					
	Single-Family	Two-Family or Duplex	Townhome	Multi-Family	Other Main Building	Detached Garage or Other Accessory Structure
<b>R-1</b>	5 ft.	n/a	n/a	n/a	5 ft.	5 ft.
<b>R-1A</b>	10 ft.	n/a	n/a	n/a	10 ft.	5 ft.
<b>R-1B</b>	10 ft.	n/a	n/a	n/a	10 ft.	5 ft.
<b>R-1C</b>	10 ft.	n/a	n/a	n/a	10 ft.	5 ft.
<b>R-2</b>	5 ft.	5 ft.	n/a	n/a	5 ft.	5 ft.
<b>R-3</b>	5 ft.	5 ft.	10 ft	10 ft.	10 ft.	5 ft.
<b>R-3A</b>	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
<b>R-4</b>	n/a	n/a	n/a	30 ft.	30 ft.	30 ft.
<b>RR-1/4</b>	20 ft	n/a	n/a	n/a	20 ft	20 ft
<b>RR-1/2</b>	20 ft.	n/a	n/a	n/a	20 ft.	20 ft.
<b>RR-1</b>	20 ft.	n/a	n/a	n/a	20 ft.	20 ft.
<b>RR-2</b>	30 ft.	n/a	n/a	n/a	30 ft.	30 ft.
<b>RR-5</b>	50 ft.	n/a	n/a	n/a	50 ft.	50 ft.
<b>RR-10</b>	50 ft.	n/a	n/a	n/a	50 ft.	50 ft.

Districts	Building Separation		Building Height		
	Between Townhome or Multi-family Groups	From Building on Adjacent Lot	Primary Structure	Multi-Family Structure	All Other Accessory Structure <sup>1</sup>
<b>R-1</b>	n/a	n/a	35 ft.	n/a	25 ft.
<b>R-1A</b>	n/a	15 ft.	35 ft.	n/a	25 ft.
<b>R-1B</b>	n/a	n/a	35 ft.	n/a	25 ft.
<b>R-1C</b>	n/a	n/a	30 ft.	n/a	25 ft.
<b>R-2</b>	n/a	15 ft.	35 ft.	n/a	25 ft.
<b>R-3</b>	25 ft.	n/a	35 ft.	45 ft.	25 ft.
<b>R-3A</b>	25 ft.	n/a	35 ft.	45 ft.	25 ft.
<b>R-4</b>	30 ft. <sup>2</sup>	n/a	80 ft.	80 ft.	25 ft.
<b>RR-1/4</b>	n/a	n/a	35 ft.	n/a	25 ft.
<b>RR-1/2</b>	n/a	n/a	35ft	n/a	25 ft.
<b>RR-1</b>	n/a	n/a	35 ft.	n/a	25 ft.
<b>RR-2</b>	n/a	n/a	35 ft.	n/a	25 ft.
<b>RR-5</b>	n/a	n/a	35 ft.	n/a	25 ft.
<b>RR-10</b>	n/a	n/a	35 ft.	n/a	25 ft.

<sup>1</sup> No such building shall exceed the lesser of the height indicated or the height of the primary structure.

Districts	Lot Size				
	Single-Family Dwelling	Two-Family Dwelling	Duplex	Townhome	Multi-Family
<b>R-1</b>	12,500 s.f.	n/a	n/a	n/a	n/a
<b>R-1A</b>	9,000 s.f.	n/a	n/a	n/a	n/a
<b>R-1B</b>	7,500 s.f.	n/a	n/a	n/a	n/a
<b>R-1C</b>	4,500 s.f.	n/a	n/a	n/a	n/a
<b>R-2</b>	9,000 s.f.	12,500 s.f. min. develop area and 5,000 s.f. min lot area per unit	12,500 s.f.	n/a	n/a

Districts	Lot Size				
	Single-Family Dwelling	Two-Family Dwelling	Duplex	Townhome	Multi-Family
<b>R-3</b>	7,500 s.f.	3,000 s.f. min. develop area and 1,500 s.f. min lot area per unit	9,000 s.f.	12,500 s.f. min. develop area and 2,000 s.f. min lot area per unit	12,500 s.f. min. develop area and 2,000 s.f. min lot area per unit
<b>R-3A</b>	n/a	4,000 s.f. min. develop area and 2,000 s.f. Min lot area per unit	12,500 s.f.	4,000 s.f. min. develop area and 2,000 s.f. Min lot area per unit	12,500 s.f. min. develop area and 3,000 s.f. min lot area per unit
<b>R-4</b>	n/a	n/a	n/a	n/a	1 acre min develop area and 850 s.f. Min lot area per unit
<b>RR-1/4</b>	¼ acre (10,890 s.f.)	n/a	n/a	n/a	n/a
<b>RR-1/2</b>	½ acre (27,180 s.f.)	n/a	n/a	n/a	n/a
<b>RR-1</b>	1 acre (43,560 s.f.)	n/a	n/a	n/a	n/a
<b>RR-2</b>	2 acres (87,120 s.f.)	n/a	n/a	n/a	n/a
<b>RR-5</b>	5 acres (217,800 s.f.)	n/a	n/a	n/a	n/a
<b>RR-10</b>	10 acres (435,600 s.f.)	n/a	n/a	n/a	n/a

**F. Fences**

1. Maximum fence height: 6 feet. (orig. 3-26-13)
2. No fence more than 42 inches in height of any type shall be permitted within the front setback line and the front lot line. (orig. 3-26-13)
3. No barbed wired or electric fence shall be permitted in this zone district. (orig. 3-26-13)
4. On adjacent lots where allowed fence heights differ, the lower height restriction shall govern. (orig. 3-26-13)

**G. General Requirements**

1. Corner lots must comply with the vision clearance triangle requirements. (orig. 3-26-13; am.7-17-18)
2. No structure may be erected, placed upon or extend over any easement unless approved in writing by the agency or agencies having jurisdiction over such easement. (orig. 3-26-13)

**H. Animals**

1. Manure shall not be allowed to accumulate so as to cause a hazard to the health, safety or welfare of humans and/or animals. The outside storage of manure in piles shall not be permitted within 100 feet of the front lot line and shall conform to the side and rear setback requirements of a dwelling. (orig. 3-26-13)
2. Stallions and bulls shall be kept in a pen, corral or run area enclosed by a 6-foot chain link fence, or material equal or greater in strength, except when it is necessary to remove them for training, breeding or other similar purposes. (orig. 3-26-13)
3. Where allowed the keeping of horses, cattle, sheep, goats, or other similar domesticated animals shall be kept in a fenced area. The total number of animals, listed above, is limited as follows. (orig. 3-26-13)

The minimum square footage of open lot area available to the animals, shall be 9,000 square feet for the first animal and 6,000 square feet for each additional animal. The total number of such animals that may be kept shall not exceed 4 per 1 acre; except that offspring of animals on the property may be kept until weaned. (orig. 3-26-13; am. 7-17-18)

# **PUBLIC / HOA COMMENTS**

## Allie McGahee

---

**From:** Kimberly Smith <smithkimberly17@gmail.com>  
**Sent:** Thursday, December 19, 2024 1:49 PM  
**To:** Allie McGahee  
**Cc:** Chuck; Jonbortles@gmail.com  
**Subject:** --{EXTERNAL}-- Rezoning 24-131992RZ

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Hello Allie.

We live at 60 S. Pine Rd., directly behind 74 S. Pine Rd. - the property requesting rezoning.

We adamantly support this rezoning. Adding carports to the structure would increase all of Cody Park's property values. In addition, there would be no view obstruction from surrounding homes (ours included).

We would also like to add that the Bortles' landscaping is one of the prettiest and most well maintained lawns in Cody Park. No weeds in sight! Much care and cost have been given to their lawn which to us is an indicator of how the carports will look - upscale and visually pleasing.

We ask that the property owners' application for rezoning their property be approved.

Thank you,

Kimberly and Chuck Adams  
Adams Family Living Trust  
60 S. Pine Rd. / Golden 80401

# Shanna & Benjamin Bowen

23955 Cody Park Rd.  
Golden, Colorado 80401  
720♦846-3604

to: **Jefferson County, CO**  
**Licenses, Permits & Certificates**

[shanna.manross@gmail.com](mailto:shanna.manross@gmail.com)

date: February 12, 2025

subject: **Opposition to rezoning of property from MR-1 to PD**

Dear Allie,

The purpose of the present correspondence is to express our strong opposition to an application to rezone the property located at 74 S. Pine Road from MR-1 (Mountain Residential one) to PD (Planned Development). This property is located adjacent to our home at 23955 Cody Park Road. The application has been submitted to the County by Mr. Jon Bortles.

First, the 1,417-ft. structure presently under construction is within 5 feet of our property line when the setback is 20 feet.

Second, we are concerned about a threat to the integrity of our septic tank, which is located on the west side of our property near the proposed carport. The applicant has dug into the slope and displaced the soil, which can ultimately cause the tanks to move, resulting in costly repairs or even total replacement.

Third, the garage was originally started without Mr. Bortles securing the requisite permit(s).

Having just done a large remodel ourselves, we know the time and effort one must invest in order to get the requisite permits. In fact, we too, wanted to build an additional structure on the east side of the property; but, were not able to due to variance measures, which we entirely respected.

Rather than respecting the requisite process, Mr. Bortles is attempting to have the property rezoned from residential to being a planned development. Perhaps a clever tactic; but, highly misleading, perhaps even illegal. In any case, the structure is encroaching on our property.

Thus, we respectfully express our strong opposition to this rezoning permit.



## Allie McGahee

---

**From:** Kimberly Smith <smithkimberly17@gmail.com>  
**Sent:** Saturday, March 29, 2025 10:10 AM  
**To:** Allie McGahee  
**Cc:** Chuck Adams; Shanna.Manross@gmail.com  
**Subject:** --{EXTERNAL}-- Smith letter re: 24-131992RZ

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

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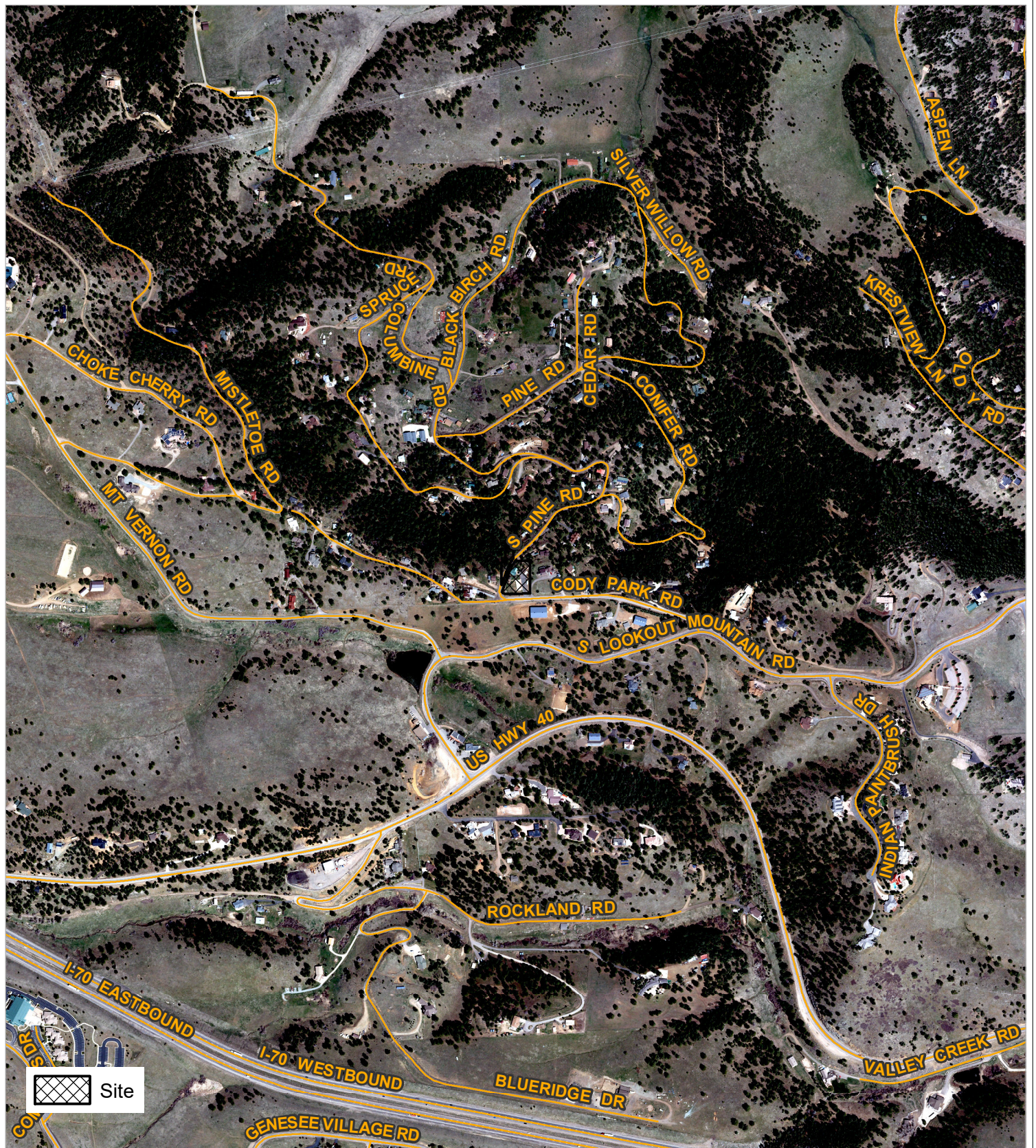
[Report Suspicious](#)

Allie, please withdraw our support letter for the above rezoning. We have reviewed all the facts in this situation and we oppose the rezoning.

Thank you.

*Kimberly Smith*

# MAPS

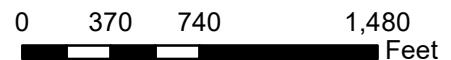


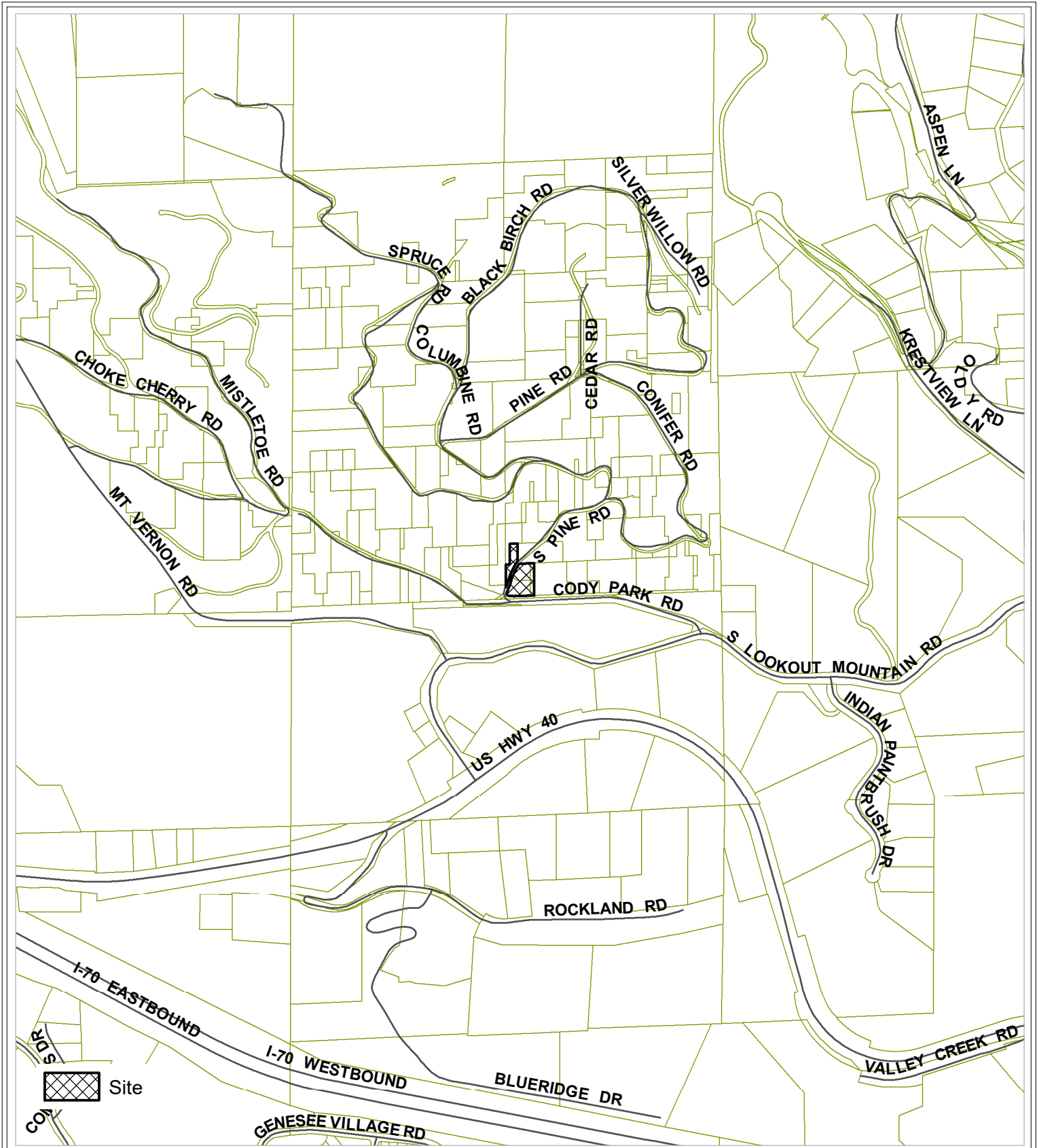
**Case Number: 24-131992RZ**  
**Location: Section 7, T4S, R70W**



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 COUNTY COLORADO

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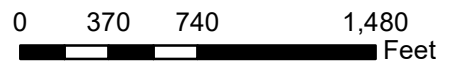


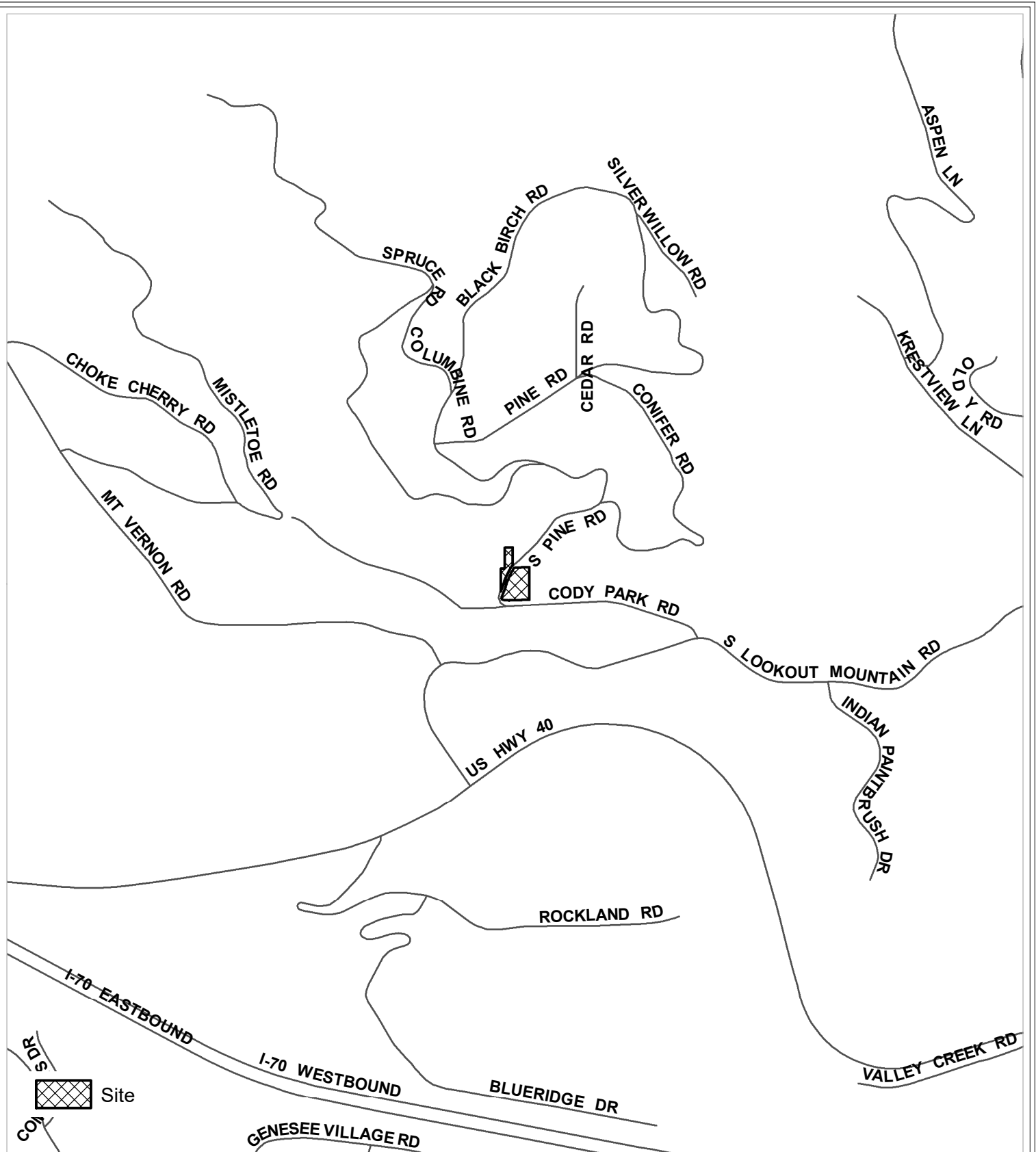
**Case Number: 24-131992RZ**  
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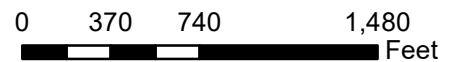


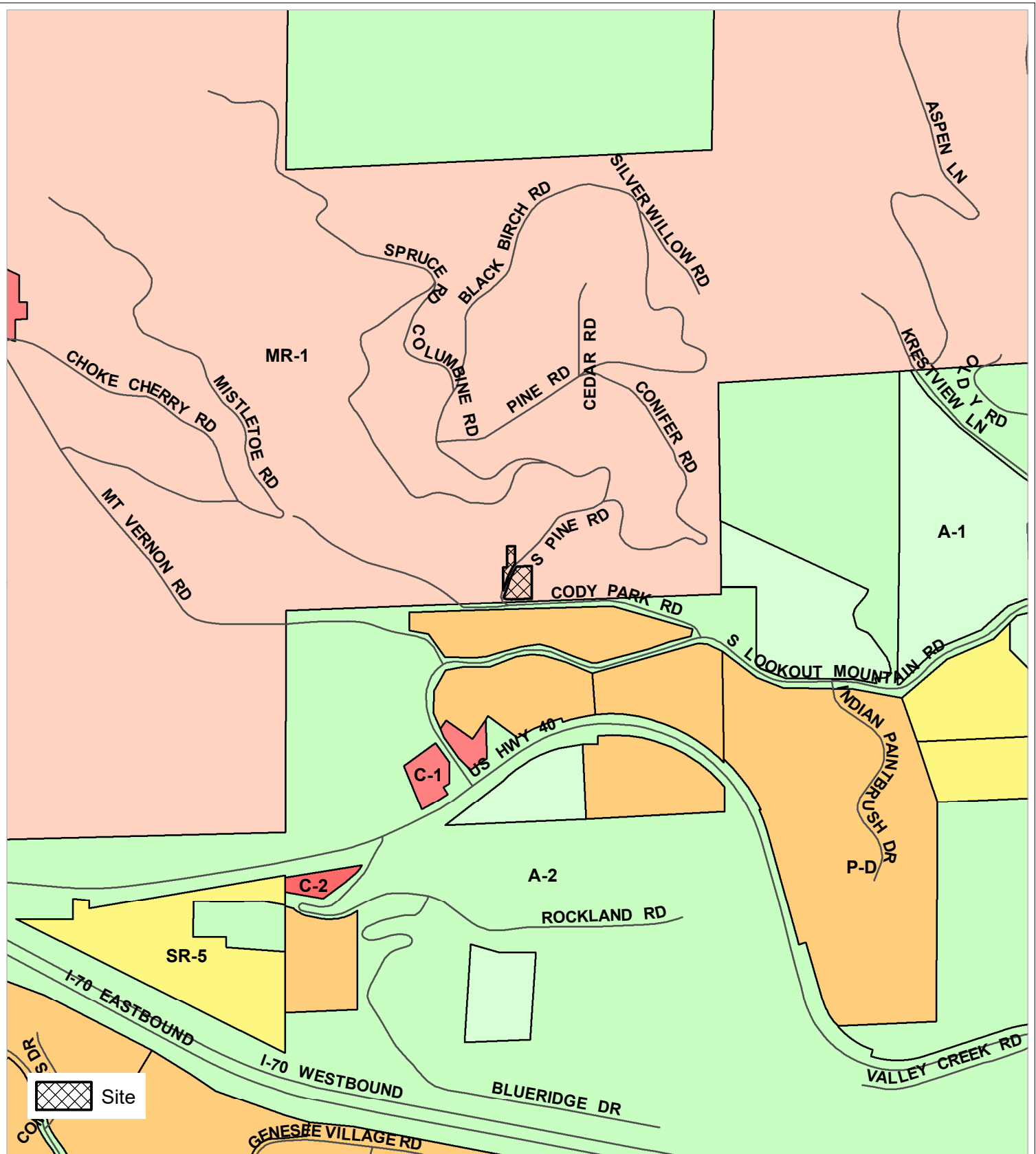


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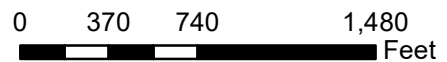


**Case Number: 24-131992RZ**  
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# REFERRAL COMMENTS

## Allie McGahee

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**From:** AUTOMAILER@JEFFCO.US  
**Sent:** Thursday, December 19, 2024 3:56 PM  
**To:** Allie McGahee  
**Cc:** Christine Derby  
**Subject:** 24 131992 RZ - Agency Response

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**Case Number: 24 131992 RZ**

Case Type: Rezoning

Case Name: 74 S Pine RD

Review: Addressing

**Results: Comments Sent (no further review)**

**Review Comments:**

**Scheduled End Date: 06-JAN-25**

**Reviewer: Christine Derby**

**Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.**



## Allie McGahee

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**From:** AUTOMAILER@JEFFCO.US  
**Sent:** Monday, January 6, 2025 9:12 AM  
**To:** Allie McGahee  
**Cc:** Rebecca Daleske  
**Subject:** 24 131992 RZ - Agency Response

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

---

**Case Number: 24 131992 RZ**

Case Type: Rezoning

Case Name: 74 S Pine RD

Review: Cartographic

**Results: Complete**

**Review Comments:**

**Scheduled End Date: 06-JAN-25**

**Reviewer: Rebecca Daleske**

**Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.**

## Allie McGahee

---

**From:** Moseley - DNR, Aaron <aaron.moseley@state.co.us>  
**Sent:** Monday, January 6, 2025 4:48 PM  
**To:** Allie McGahee  
**Cc:** Fuller - DNR, Kathleen  
**Subject:** --{EXTERNAL}-- 24-131992 RZ Comments

**This Message Is From an External Sender**

This message came from outside your organization.

Report Suspicious

Allie,

This referral, case no. 24-131992 RZ, located at 74 South Pine Road does not appear to qualify as a "subdivision" as defined in section 30-28-101(10)(a), C.R.S. Therefore, pursuant to the State Engineer's March 4, 2005 and March 11, 2011 memorandums to county planning directors, this office only performed a cursory review of the referral information. Upon review, it appears that the proposed water supply source for the property is service provided by the Lookout Mountain Water District. There are no permitted wells on the subject property. Therefore our office has no comments on this referral.

Thanks,

--

**Aaron Moseley P.E.**  
**Water Resource Engineer**



P 303-866-3581 x8254

1313 Sherman St, Suite 821, Denver, CO 80203

[Aaron.Moseley@state.co.us](mailto:Aaron.Moseley@state.co.us) | [DWR.Colorado.gov](http://DWR.Colorado.gov) [[dwr.colorado.gov](http://dwr.colorado.gov)]

## Allie McGahee

---

**From:** Brooks Kaufman <BKaufman@core.coop>  
**Sent:** Monday, January 6, 2025 10:55 AM  
**To:** Allie McGahee  
**Subject:** --{EXTERNAL}-- RE: 24-131992RZ - ELECTRONIC REFERRAL - EXTERNAL - Rezoning

### This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Good morning, Allie

We have received the above-referenced referral request. We have reviewed our records and find that this property is not in our service territory.

Respectfully

#### Brooks Kaufman

Lands and Rights of Way Manager

800.332.9540 MAIN  
720.733.5493 DIRECT  
303.912.0765 MOBILE


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 [\[outlook-sdf.office.com\]](https://outlook-sdf.office.com) Book time to meet with me [\[outlook-sdf.office.com\]](https://outlook-sdf.office.com)

---

**From:** TEMPMAILER@JEFFCO.US <TEMPMAILER@JEFFCO.US>  
**Sent:** Monday, December 16, 2024 10:53 AM  
**To:** JGUTIERREZ@SUMMITUTILITIESINC.COM; PLATREVIEW@LUMEN.COM; PLANNING@CITYOFGOLDEN.NET; REFERRALSXCELDISTRIBUTION@XCELENERGY.COM; ALFONZO\_MARTINEZ@CABLE.COMCAST.COM; ASUMMERS@DRCOG.ORG; GCHIAPELLA@DRCOG.ORG; JEFFVELASCO@FOOTHILLSFIRE.ORG; CHIEF1@HIGHLANDRESCUE.ORG; ADMIN@HIGHLANDRESCUE.ORG; SARAH.BRUCKER@STATE.CO.US; JOANNA.WILLIAMS@STATE.CO.US; PLATREFERRAL@UNITEDPOWER.COM; Brooks Kaufman <BKaufman@core.coop>; INFO@LOOKOUTMOUNTAINWATERDISTRICT.ORG; WILL.RAATZ@W2ENG.COM  
**Cc:** ALMCGAHE@JEFFCO.US; MSCHUSTE@JEFFCO.US; KMILLER@JEFFCO.US  
**Subject:** 24-131992RZ - ELECTRONIC REFERRAL - EXTERNAL - Rezoning

**[CAUTION:]** This email is from an external source. Avoid clicking links or opening attachments unless you trust the sender and verify the content's safety.



## **ELECTRONIC REFERRAL**

This e-mail is to inform you that the application referenced below is now beginning the 1st Referral. Please review and provide comments on the referral documents found in the [Case Folder \[jeffcogov.sharepoint.com\]](https://jeffcogov.sharepoint.com) in the **Current Referral Documents** sub-folder. Comments should be submitted electronically to the Case Manager by the due date below.

Case Number: 24-131992 RZ

Case Type: Rezoning

Case Name: 74 S Pine RD

Address: 74 Pine RD

Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.

Case Manager: Allie McGahee

Case Manager Contact Information: [almcgahe@co.jefferson.co.us](mailto:almcgahe@co.jefferson.co.us) 303-271-8736

Comments Due: **06-JAN-25**

If you have any questions related to the processing of this application, please contact the Case Manager.

**Allie McGahee**

---

**From:** AUTOMAILER@JEFFCO.US  
**Sent:** Monday, January 27, 2025 5:15 PM  
**To:** XALMCGAHE@JEFFCO.US  
**Cc:** Allie McGahee  
**Subject:** 24 131992 RZ - Agency Response

---

**Case Number: 24 131992 RZ**

Case Type: Rezoning

Case Name: 74 S Pine RD

Review: Planner (Development Review)

**Results: No Comment (no further review)**

**Review Comments:**

**Scheduled End Date: 06-JAN-25**

**Reviewer: Allie McGahee**

**Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.**

## Allie McGahee

---

**From:** AUTOMAILER@JEFFCO.US  
**Sent:** Friday, January 3, 2025 9:49 AM  
**To:** Allie McGahee  
**Cc:** Heather Gutherless  
**Subject:** 24 131992 RZ - Agency Response

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

**Case Number: 24 131992 RZ**

Case Type: Rezoning

Case Name: 74 S Pine RD

Review: Long Range

**Results: Comments Sent (no further review)**

**Review Comments: No further review from Long Range, however, this should be referred to the JCHC.**

**Scheduled End Date: 06-JAN-25**

**Reviewer: Heather Gutherless**

**Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.**

**Allie McGahee**

---

**From:** AUTOMAILER@JEFFCO.US  
**Sent:** Monday, January 27, 2025 5:37 PM  
**To:** XALMCGAHE@JEFFCO.US  
**Cc:** Allie McGahee; Allie McGahee  
**Subject:** 24 131992 RZ - Agency Response

---

**Case Number: 24 131992 RZ**

Case Type: Rezoning

Case Name: 74 S Pine RD

Review: Outside Agency

**Results: No Response (no further review)**

**Review Comments:**

**Scheduled End Date: 06-JAN-25**

**Reviewer: Allie McGahee**

**Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.**

## Allie McGahee

---

**From:** AUTOMAILER@JEFFCO.US  
**Sent:** Tuesday, December 17, 2024 10:46 AM  
**To:** Allie McGahee  
**Cc:** Elizabeth Stoner  
**Subject:** 24 131992 RZ - Agency Response

---

**Case Number: 24 131992 RZ**

Case Type: Rezoning

Case Name: 74 S Pine RD

Review: Open Space

**Results: No Comment (no further review)**

**Review Comments:**

**Scheduled End Date: 06-JAN-25**

**Reviewer: Elizabeth Stoner**

**Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.**



## Allie McGahee

---

**From:** AUTOMAILER@JEFFCO.US  
**Sent:** Thursday, January 2, 2025 9:32 AM  
**To:** Allie McGahee  
**Cc:** Lindsey Wire  
**Subject:** 24 131992 RZ - Agency Response

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

### **Case Number: 24 131992 RZ**

Case Type: Rezoning

Case Name: 74 S Pine RD

Review: Engineer (Development Review)

**Results: Comments Sent (no further review)**

**Review Comments: Planning Engineering has no concerns with this request. If any grading associated with the carport exceeds 1/2 acre, a land disturbance permit in accordance with the Zoning Resolution is required.**

**Scheduled End Date: 06-JAN-25**

**Reviewer: Lindsey Wire**

**Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.**

**MEMO**

**TO:** Allie McGahee  
 Jefferson County Planning and Zoning Division

**FROM:** Tracy Volkman  
 Jefferson County Environmental Health Services Division

**DATE:** December 31, 2024

**SUBJECT:** Case #24-131992 RZ  
 Jon Bortles  
 74 S Pine Rd

**The applicant has met the public health requirements for this rezoning proposal with the condition that the area reserved for a future onsite wastewater treatment system is protected from building any structure and that all setbacks as set forth in the current Onsite Wastewater Regulations can be met. Please note higher level treatment may be required when the OWTS is replaced.**

**PROPOSAL SUMMARY**

Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.

**COMMENTS**

Jefferson County Public Health (JCPH) reviewed the documents submitted by the applicant for a pre-application process on August 21, 2024 for this property. We reviewed the documents provided for this rezoning proposal and have the following comments:

The applicant must submit the following documents or take the following actions prior to a ruling on the proposed rezoning. NOTE: Items marked with a “✓” indicate that the document has been submitted or action has been taken. **Please read entire document for requirements and information. Please note additional documentation may be required. Failure to provide required documentation may delay the planning process.**

**REZONING REQUIREMENTS (Public Water & OWTS)**

✓	Date Reviewed	Required Documentation/Actions	Refer to Sections
✓	12/31/2024	Submit a notarized Environmental Questionnaire and Disclosure Statement in accordance with the Jefferson County Zoning Resolution and Land Development Regulation (LDR) Section 30.	Environmental Site Assessment

**WATER (LDR 21)**

According to JCPH records, the Lookout Mountain Water District provides the public water services for this property.

**WASTEWATER (LDR 22)**

It appears from the applicant's submitted site plan that the space reserved for the relocated soil treatment area and the as-built drawing on file, the onsite wastewater treatment system (OWTS) appears to meet setbacks from the proposed covered parking. As such, the Onsite Wastewater Report, Form 6001 will not be required.

**Please note: All minimum setbacks of the proposed structure from the existing OWTS components must comply with Table B-1 in the current Jefferson County Onsite Wastewater Regulations.**

OWTS Records

JCPH has records of an existing onsite wastewater treatment system that had a septic tank installed in 1994 to serve a 1-bedroom single family dwelling at (Permit # 15427, Folder #08-107470 Old OW)

A continued Use Permit which was received in August 2008 (Permit 08-113776 OW) with the following comments:

Check before issuing. Received 2 701's - one showing complete failure and one that is okay. Inspectors to go out and check which is right before issuing. Called Denny 8/18/08- Actually a failing system. Can't issue Use Permit. (SEE NOTES ON NEXT LINE!!!)

10/12/2010- Had our inspector go out one more time. Found that wrong tank had been pumped. Had been pumping tank to house across the street. The system for this property is NOT failing.

A continued Use Permit was issued in August 2022 (Permit 22-122065 OW) with the following comments:

**Inspector Comments: seepage pit**

**ENVIRONMENTAL ASSESSMENT (LDR 30)**

JCPH has reviewed the Environmental Questionnaire and Disclosure Statement. The applicant checked "No" on all categories of environmental concern on the cover sheet. From this information, it does not appear that any recognized environmental conditions exist which would negatively impact the property.

Should stained or discolored soil or contaminated groundwater be encountered during construction and excavation of this area, the contractor must cease operations and contact a professional engineer licensed in Colorado or equivalent expert to further evaluate the soil and/or groundwater conditions, the nature and extent of the contamination, and determine the proper remediation and disposal of the contaminated material. The contractor must contact the CDPHE, Hazardous Materials and Waste Management Division at 303.692.3320

**NOTE: These case comments are based solely upon the submitted application package. They are intended to make the applicant aware of regulatory requirements. Failure by Jefferson County Public Health to note any specific item does not relieve the applicant from conforming to all local, state, and federal regulations. Jefferson County Public Health reserves the right to modify these comments, request additional documentation, and or add appropriate additional comments.**

**Allie McGahee**

---

**From:** AUTOMAILER@JEFFCO.US  
**Sent:** Monday, January 27, 2025 5:42 PM  
**To:** XALMCGAHE@JEFFCO.US  
**Cc:** Allie McGahee; Andy Rohwer  
**Subject:** 24 131992 RZ - Agency Response

---

**Case Number: 24 131992 RZ**

Case Type: Rezoning

Case Name: 74 S Pine RD

Review: Road & Bridge

**Results: No Response (no further review)**

**Review Comments:**

**Scheduled End Date: 06-JAN-25**

**Reviewer: Allie McGahee**

**Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.**



Boards and Commissions  
Historical Commission

Tugce Ucar Maurer  
Planner II, Long Range Planning  
Jefferson County Planning and Zoning

January 20, 2024

Dear Tugce,

The Historical Preservation and Landmarks Committee of the Jefferson County Historical Commission (JCHC) has reviewed *Rezoning 74 S Pine RD (Case No. 24-131992 RZ) First Referral*. The attached memo contains more details about the review. JCHC has no recommendations and no further review is needed.

Please forward our review and recommendation to the case manager.

Sincerely Yours,

//s// Dan Haas, Richard Scudder

Co-Chairs, Historical Preservation and Landmarks Committee  
Jefferson County Historical Commission

Attachment: JCHC Memo

# JEFFERSON



## COUNTY COLORADO

### Boards and Commissions

#### Historical Commission

#### Memorandum

January 20, 2025

#### Rezoning 74 S Pine RD (Case No. 24-131992 RZ) First Referral

##### **Project:**

The proposal is to rezone from MR-1 to Planned Development for an existing developed parcel located at 74 S Pine Road, Golden CO 80401. The homeowners seek to build a covered carport on the property, which currently contains a house (primary structure) and a detached garage (accessory structure).

The design of the carport is a semi-open structure with a singular full height wall along the back (east) side. The carport footprint will be 1,870 sq ft. The applicant proposes that a two-toned earthtone palette color and small clerestory windows will create a barn aesthetic maintaining the agricultural aesthetic of the neighborhood.

##### **Resources near the Project Area:** (T4S, R70W Sec 7, SW ¼)

The Jefferson County Historic Commission (JCHC) reviewed the COMPASS database (The State of Colorado's Online Cultural Resources and Paleontological Database) and identified two historic resources; US Highway 40 and Rockland School (Genesee Grange Hall). The Lariat Loop Scenic and Historic Byway is farther away and not visible from the property.

##### **Resources in the Project Area:**

JCHC reviewed the COMPASS database (The State of Colorado's Online Cultural Resources and Paleontological Database) and did not identify any cultural surveys or cultural resources in the project area.

JCHC reviewed the County Assessors Property Records and found the following:

AIN/Parcel ID: 40-073-01-098

Single-family residential, frame, est. build 1917 (remodeled 1956, 1998 and alterations in 2008 and 2022) with remodeled detached garage (1917).

**Project Determination of Effect:** None provided.

**Mitigation Measures:** None provided.

**Other Information:**

A stone monument that is likely historic is located at the corner of Cody Park Road and S Pine Road. It isn't clear if the monument is the stone pillars shown in Norman (2002:77) marking the original entrance to the Mount Vernon Country Club near Cody Park.

Cody Park is a summer subdivision platted in 1921 by O. Ben Haley and near the Lariat Trail auto road. Lots usually contained a small log cabin or a wood frame cottage covered with wooden shingles, drop siding or board and batten. A stone fireplace and chimney were prominent features. Most small cabins have been demolished or obscured between series of additions. (Norman 2002: 76)

**Jefferson County Historical Commission Conclusion and Recommendation:**

JCHC identified a historic residence and detached garage in the project area that appear to have substantive modifications. The assessor records indicate about 40% remodeling with many updates. The property is predominantly developed and landscaped. It does not appear that carport construction will damage the integrity of the historic buildings and the likely historic monument is not located on the property. JCHC has no recommendations and no further review.

## Allie McGahee

---

**From:** Justin Gutierrez <JGutierrez@Summitutilitiesinc.com>  
**Sent:** Monday, December 16, 2024 11:22 AM  
**To:** Allie McGahee  
**Subject:** --{EXTERNAL}-- RE: [EXTERNAL EMAIL] 24-131992RZ - ELECTRONIC REFERRAL - EXTERNAL - Rezoning

### This Message Is From an External Sender

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Good morning Allie,

74 S Pine RD, Golden, CO is outside of Colorado Natural Gas certified service territory. Colorado Natural Gas does not own or operate any facilities or appurtenances at or near this location and has no objection to the Rezoning at 74 S Pine RD.

Thanks,

*Justin Gutierrez*

*Engineer*

Summit Utilities, Inc.

[jgutierrez@SummitUtilitiesInc.com](mailto:jgutierrez@SummitUtilitiesInc.com)

Direct: (720) 954-2804

Office: (720) 981-2123 [x11187]

---

**From:** TEMPMAILER@JEFFCO.US <TEMPMAILER@JEFFCO.US>  
**Sent:** Monday, December 16, 2024 10:53 AM  
**To:** Justin Gutierrez <JGutierrez@Summitutilitiesinc.com>; PLATREVIEW@LUMEN.COM; PLANNING@CITYOFGOLDEN.NET; REFERRALSXCELDISTRIBUTION@XCELENERGY.COM; ALFONZO\_MARTINEZ@CABLE.COMCAST.COM; ASUMMERS@DRCOG.ORG; GCHIAPELLA@DRCOG.ORG; JEFFVELASCO@FOOTHILLSFIRE.ORG; CHIEF1@HIGHLANDRESCUE.ORG; ADMIN@HIGHLANDRESCUE.ORG; SARAH.BRUCKER@STATE.CO.US; JOANNA.WILLIAMS@STATE.CO.US; PLATREFERRAL@UNITEDPOWER.COM; BKAUFMAN@IREA.COOP; INFO@LOOKOUTMOUNTAINWATERDISTRICT.ORG; WILL.RAATZ@W2ENG.COM  
**Cc:** ALMCGAHE@JEFFCO.US; MSCHUSTE@JEFFCO.US; KMILLER@JEFFCO.US  
**Subject:** [EXTERNAL EMAIL] 24-131992RZ - ELECTRONIC REFERRAL - EXTERNAL - Rezoning



## ELECTRONIC REFERRAL



This e-mail is to inform you that the application referenced below is now beginning the 1st Referral. Please review and provide comments on the referral documents found in the **Case Folder** [\[jeffcogov.sharepoint.com\]](http://jeffcogov.sharepoint.com) in the **Current Referral Documents** sub-folder. Comments should be submitted electronically to the Case Manager by the due date below.

Case Number: 24-131992 RZ

Case Type: Rezoning

Case Name: 74 S Pine RD

Address: 74 Pine RD

Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.

Case Manager: Allie McGahee

Case Manager Contact Information: [almcgahe@co.jefferson.co.us](mailto:almcgahe@co.jefferson.co.us) 303-271-8736

Comments Due: **06-JAN-25**

If you have any questions related to the processing of this application, please contact the Case Manager.

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## Allie McGahee

---

**From:** AUTOMAILER@JEFFCO.US  
**Sent:** Thursday, December 19, 2024 12:23 PM  
**To:** Allie McGahee  
**Cc:** Lindsay Townsend  
**Subject:** 24 131992 RZ - Agency Response

---

**Case Number: 24 131992 RZ**

Case Type: Rezoning

Case Name: 74 S Pine RD

Review: Transportation and Engineering

**Results: Comments Sent (no further review)**

**Review Comments:**

**Scheduled End Date: 30-DEC-24**

**Reviewer: Lindsay Townsend**

**Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.**

## P&Z REFERRAL T&E RESPONSE

To: Allie McGahee

Case #:24-131992 RZ

Case Name, Address, or PIN:

From: Transportation & Engineering

Due Date:December 30, 2024

74 S Pine Rd

**Amanda Attempt Result & Attachments:**

Comments Sent (no further review)

Comments Sent (request re-review)

No Comment (no further review)

### Drainage

T&E is currently working on a project in the area. See attached information.

No concerns.

Other Notes:

### Right-of-Way / Roadway Corridor Expansion Projects

Corridor Projects / ROW

Land owner will need to refund the county \$ \_\_\_\_\_ for ROW purchased in \_\_\_\_\_ for  
This amount **must** be paid before plat is recorded and / or plans are approved and released for construction.

Documentation attached in AMANDA.  Documentation to follow.

Additional ROW needed for upcoming T&E project. Plan sheet attached with required width / area.

Fee-in-lieu of adjacent roadway construction preferred, due to planned construction by the county. Please have the applicant submit a cost estimate.

No Concerns.

Other Notes:

Property square footage should exclude S Pine Rd for area calculations, as it is county maintained.

### Traffic Operations / Transportation Planning

	Included in referral	Reviewed		<input checked="" type="checkbox"/> Transportation Planning <input checked="" type="checkbox"/> Transportation Engineering
		No	Yes	
Traffic Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Signage & Striping Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Traffic Signal Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trails or Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Street / Road Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

No Concerns.

Other Notes:

No concerns under the condition that the use of the property is not to change and the zoning is being adjusted to construct a car port. If the use is to change under the proposed zoning, a trip generation table comparing the trips under the existing use compared to the trips under the most intense use under the proposed zoning will be required.

## Allie McGahee

---

**From:** United Power Plat Referral <platreferral@UnitedPower.com>  
**Sent:** Thursday, December 19, 2024 10:21 AM  
**To:** Allie McGahee  
**Subject:** --{EXTERNAL}-- FW: 24-131992RZ - ELECTRONIC REFERRAL - EXTERNAL - Rezoning

### This Message Is From an External Sender

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Report Suspicious

Good morning,

Thank you for inviting United Power, Inc. to review and comment on **24-131992 RZ-Rezoning-74 S Pine Rd.**

Unfortunately, this is outside our service territory, and we are unable to comment.

Sincerely,



Your Trusted Local Energy Cooperative [\[unitedpower.com\]](https://www.unitedpower.com)



[\[facebook.com\]](https://www.facebook.com)



[\[twitter.com\]](https://www.twitter.com)



[\[linkedin.com\]](https://www.linkedin.com)



[\[youtube.com\]](https://www.youtube.com)



[\[instagram.com\]](https://www.instagram.com)

### Zayda Vargas

Right of Way Administrative Assistant

Office: 303-637-1389 | [zvargas@unitedpower.com](mailto:zvargas@unitedpower.com)

Working Hours: Monday-Friday 8:00-4:30

United Power | [www.unitedpower.com](https://www.unitedpower.com)

[\[unitedpower.com\]](https://www.unitedpower.com)

500 Cooperative Way Brighton, CO 80603

*Powering Lives, Powering Change, Powering the Future—  
The Cooperative Way*

---

**From:** TEMPMAILER@JEFFCO.US <TEMPMAILER@JEFFCO.US>

**Sent:** Monday, December 16, 2024 10:53 AM

**To:** JGUTIERREZ@SUMMITUTILITIESINC.COM; PLATREVIEW@LUMEN.COM; PLANNING@CITYOFGOLDEN.NET; REFERRALSXCELDISTRIBUTION@XCELENERGY.COM; ALFONZO\_MARTINEZ@CABLE.COMCAST.COM; ASUMMERS@DRCOG.ORG; GCHIAPELLA@DRCOG.ORG; JEFFVELASCO@FOOTHILLSFIRE.ORG; CHIEF1@HIGHLANDRESCUE.ORG; ADMIN@HIGHLANDRESCUE.ORG; SARAH.BRUCKER@STATE.CO.US; JOANNA.WILLIAMS@STATE.CO.US; United Power Plat Referral <platreferral@UnitedPower.com>; BKAUFMAN@IREA.COOP; INFO@LOOKOUTMOUNTAINWATERDISTRICT.ORG; WILL.RAATZ@W2ENG.COM

**Cc:** ALMCGAHE@JEFFCO.US; MSCHUSTE@JEFFCO.US; KMILLER@JEFFCO.US

**Subject:** 24-131992RZ - ELECTRONIC REFERRAL - EXTERNAL - Rezoning



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## **ELECTRONIC REFERRAL**

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Case Number: 24-131992 RZ

Case Type: Rezoning

Case Name: 74 S Pine RD

Address: 74 Pine RD

Description: Request to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for reduced setbacks and increased accessory structure size.

Case Manager: Allie McGahee

Case Manager Contact Information: [almcgahe@co.jefferson.co.us](mailto:almcgahe@co.jefferson.co.us) 303-271-8736

Comments Due: **06-JAN-25**

**If you have any questions related to the processing of this application, please contact the Case Manager.**

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# ADDITIONAL CASE DOCUMENTS

# PEH ARCHITECTS

1600 38<sup>th</sup> Street, Suite 102  
Boulder, Colorado 80301  
303-442-0408  
[cmirto@peharchitects.com](mailto:cmirto@peharchitects.com)

## MEMORANDUM

Date: November 25, 2024

To: Jefferson County Planning & Zoning

From: Bart Bortles & Jon Bortles, Barton E Bortles Revocable Trust  
74 S Pine Road  
Golden, CO 80401  
(303) 819-7225  
[jonbortles@gmail.com](mailto:jonbortles@gmail.com)

Christopher Mirto AIA, LEED AP (appointed representative)  
PEH ARCHITECTS  
1600 38<sup>th</sup> Street, Suite 102  
Boulder, CO 80301  
(303) 442-0408, ext. 204

Re: Bortles Residence Carport  
74 S Pine Road  
Golden, CO 80401  
PEHARCH #2024.25

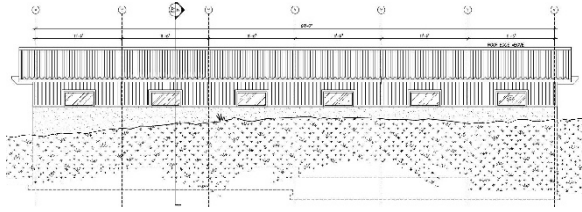
This Rezoning to Planned Development submittal is for an existing developed parcel located at 74 S Pine Road in the MR-1 zone district in unincorporated Jefferson County. The homeowners seek to build a covered carport on the property, which currently contains a house (primary structure) and a detached garage (accessory structure).

As the construction of the carport got underway, the homeowners self-identified an issue where the carport was being constructed within a sideyard setback. They immediately halted work and sought direction from Jefferson County. An initial path pursued by the homeowners was a variance request, but a first review by Jeffco staff determined that it would not be possible for staff to recommend approval of the variance request, due to the proposal not being able to meet the hardship criteria. During this initial review, it was also determined that the proposed carport exceeded the 75% maximum of the primary structure's footprint. Staff stated that although they could not recommend approval, it was still possible for the homeowners to seek a Board of Adjustment hearing and make their case. The homeowners chose not to further pursue the variance request.

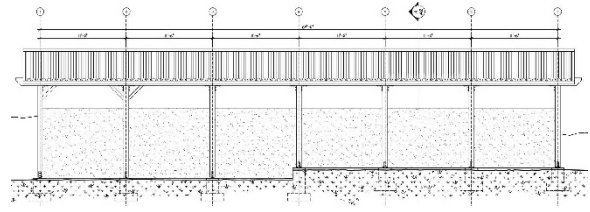
A subsequent meeting with staff identified that an alternate path forward could be a rezone of the property to PD, to allow for modification of one or more standards in the MR-1 zone district. As demonstrated on the attached "ODP and SU Life Template", two standards are requested to be modified as part of the PD rezone:

1. Primary Structure - Side setback from road (west), 30' to 5' for existing structure only. This modification covers existing conditions related to the primary structure and S. Pine Road that runs through the property, and is unrelated to the proposed carport. Future new structures will comply with MR-1 setback requirements.
2. Accessory carport – Side yard setback (east) decrease from 20' to 5' and allow for a maximum accessory structure footprint of 1,870 SF.

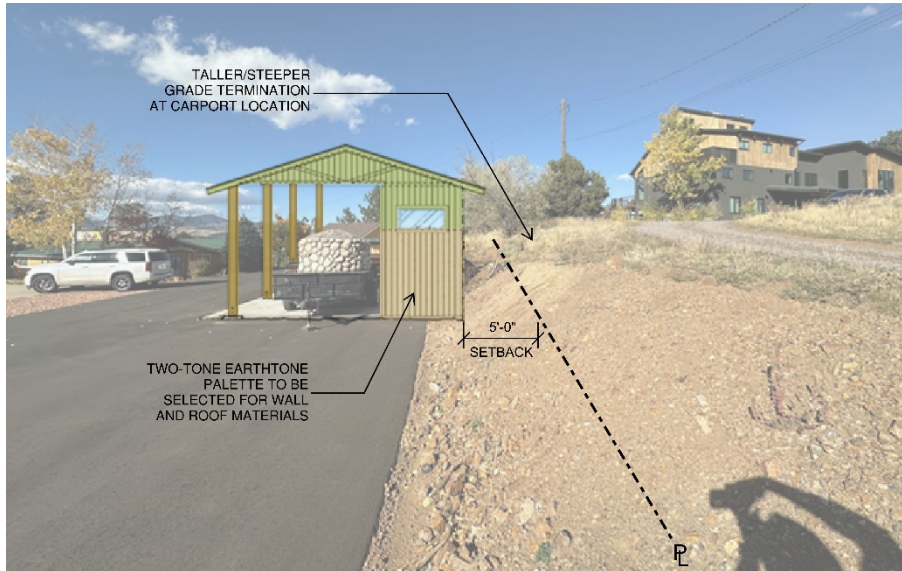
The design of the carport is a semi-open structure with a singular full height wall along the back (east) side. Small clerestory windows create a barn aesthetic maintaining the agricultural aesthetic of the neighborhood.



Proposed East Elevation



Proposed West Elevation



Proposed South Elevation/Perspective, North Elevation sim.

We acknowledge that the 1,870 SF accessory structure will bring the ratio of accessory structure to primary structure up to 92%, which is above the 75% maximum. Within the Cody Park neighborhood, there are at least 4 other properties with similar sized structures. However, when the total footprint of structures as a percentage of lot size is considered, there are several properties in the neighborhood with a similar ratio of coverage. Based on County Assessor data, of the developed properties within Cody Park that are zoned MR-1, there are 23 properties with a similar or greater lot coverage to the 9.11% of our property that would occur with the construction of the carport, ranging from 8.29% up to 19.69% lot coverage. Throughout the neighborhood there are 7 properties assessed with carport structures. Additionally, several properties throughout the neighborhood include large garage structures, similar in size to the designed semi-open carport, see examples below.



24045 Cody Park Rd.



135 Pine Rd.



91 Black Birch Rd.

In addition to lots with significant coverage, there are many other properties within the Cody Park community with structures built with similarly reduced setbacks. This would put this proposal within the established character of the neighborhood. We look forward to your review and comments.

Christopher Mirto AIA, LEED AP, Partner





**FOOTPRINT CALCULATION:**

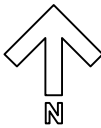
(N) CARPORT: 1,417 SF  
 (E) HOUSE: 1,542 SF

PROPOSED ACCESSORY TO PRIMARY %  
 1,417 SF/1,542 SF = 92%

**SQUARE FOOTAGE CALCULATION:**

(E) HOUSE 2,142 SF (1,542 MAIN + 600 BSMT)

(E) GARAGE 450 SF  
 (N) CARPORT 1,417 SF  
 TOTAL ACCESSORY: 1,867 SF



**SITE PLAN**

SCALE: 1" = 30'-0"

0 15 30

**RATIONALE FOR PROPOSED CARPORT LOCATION:**

1. ADJACENT TO (E) GARAGE AND DRIVEWAY
2. TUCKED INTO HILLSIDE TO MINIMIZE VISUAL IMPACT
3. SET BACK FROM THE STREET
4. CLOSE ACCESS FROM PRIMARY STRUCTURE
5. DOES NOT BLOCK VIEWS TO SOUTH

**BORTLES RESIDENCE**  
 74 S PINE RD GOLDEN, CO



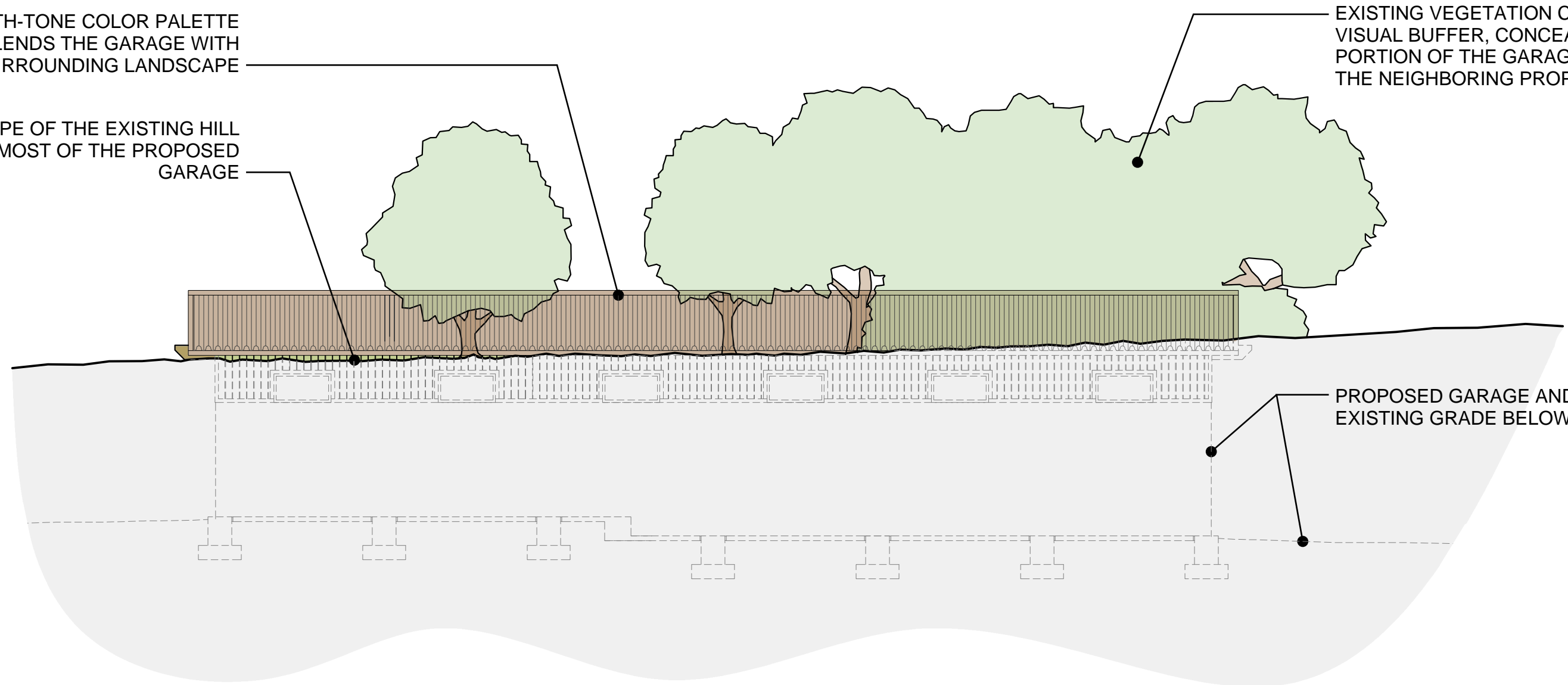
F:\2024\25\DWGs\Bortles Residence\Views\View-Elevation.dwg, 2/27/2025 2:29:18 PM

EARTH-TONE COLOR PALETTE  
VISUALLY BLENDS THE GARAGE WITH  
THE SURROUNDING LANDSCAPE

SLOPE OF THE EXISTING HILL  
CONCEALS MOST OF THE PROPOSED  
GARAGE

EXISTING VEGETATION CREATES A  
VISUAL BUFFER, CONCEALING A  
PORTION OF THE GARAGE FROM  
THE NEIGHBORING PROPERTY

PROPOSED GARAGE AND  
EXISTING GRADE BELOW HILL



**VIEW FROM NEIGHBORING PROPERTY, LOOKING WEST**

1/8" = 1'-0"

0 4 8

**SITE CONTEXT EXHIBIT**

**BORTLES RESIDENCE**



ARCHITECTS  
BOULDER, COLORADO

74 S PINE RD, GOLDEN, CO 80401

# Development Permit Application



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

Case Number (for Jeffco employee use only): \_\_\_\_\_

**Please select your application request below:**

- Rezoning from* MR-1 \_\_\_\_\_ *to* PD \_\_\_\_\_
- Special Use Item No.* \_\_\_\_\_ *of the* \_\_\_\_\_ *Zone District*  
*to permit* \_\_\_\_\_
- Exemption from Platting*       *Legalization of Property Division*       *Minor Division of Land*       *Minor Modification or Revision*
- Rezoning/Special Use*       *Rural Cluster*       *Site Approval*       *Site Development Plan Approval*
- Subdivision Platting*       *Superlot*       *Superlot Process*       *Vested Rights*

### Explanation of Application Request

The purpose of this Rezoning is to rezone from Mountain Residential-One (MR-1) to Planned Development (PD) to allow for a single side yard setback to be modified from 20' to 5', and an additional accessory structure of 1,417 SF for a total accessory structure square footage of 1,867 SF.

### Documents Submitted

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Architectural Elevations          | <input type="checkbox"/> Historical, Archaeological & Paleontological Report | <input checked="" type="checkbox"/> Proof of Ownership | <input type="checkbox"/> Wastewater Report                         |
| <input type="checkbox"/> Drainage Report                   | <input type="checkbox"/> Landscape Plan                                      | <input type="checkbox"/> Radiation Report              | <input checked="" type="checkbox"/> Water Supply Report            |
| <input type="checkbox"/> Exemption Survey                  | <input type="checkbox"/> Lighting Plan                                       | <input type="checkbox"/> Reduction of the Plat         | <input type="checkbox"/> Wildlife, Vegetation & Landscaping Report |
| <input checked="" type="checkbox"/> Fire Protection Report | <input type="checkbox"/> Parking Plan  | <input type="checkbox"/> Sensory Impact Report         | <input checked="" type="checkbox"/> Other: _____                   |
| <input type="checkbox"/> Geologic Report                   | <input type="checkbox"/> Proof of Access                                     | <input type="checkbox"/> Soils Report                  | <input type="checkbox"/> Site Plan & Environmental Que             |
|  |  | <input type="checkbox"/> Utility Report                |  |

### Instructions for Submittal

1. All applications and supporting documents must be submitted electronically to [pzpermits@jeffco.us](mailto:pzpermits@jeffco.us).
2. Original completed applications must be provided. Copies are not acceptable.
3. Incomplete applications will not be accepted and will delay processing.
4. Pre-Applications are encouraged prior to the formal submittal of a Development Permit Application.

### Special Districts

<i>Water</i>	<i>Post Office</i>	<i>Electricity</i>
<i>Sewage</i>	<i>Parks &amp; Rec</i>	<i>Fire</i>

### Jefferson County Staff Use Only

<i>Case Number</i>	<i>Date Filed</i>	<i>Current Zoning</i>	<i>Proposed Zoning/SU</i>
<i>Planner</i>	<i>Street Address</i>	<i>Acres</i>	<i>Map Sheet</i>
<i>Previous Cases</i>	<i>Community Plan</i>		

# Development Permit Application

Case Number: \_\_\_\_\_

## Project Team Contact Information

Barton E Bortles Revocable Trust	jonbortles@gmail.com	(303) 819-7225
<b>Property Owner 1</b>	<i>Email (required)</i>	<i>Phone Number</i>
74 S Pine Road	Golden	80401
<i>Address</i>	<i>City</i>	<i>Zip</i>
<b>Property Owner 2</b>	<i>Email (required)</i>	<i>Phone Number</i>
<i>Address</i>	<i>City</i>	<i>Zip</i>
<b>Developer / Subdivider</b>	<i>Email (required)</i>	<i>Phone Number</i>
<i>Address</i>	<i>City</i>	<i>Zip</i>
Christopher Mirto	cmirto@peharchitects.com	(303) 442-0408 ext. 204
<b>Authorized Representative</b>	<i>Email (required)</i>	<i>Phone Number</i>
1600 38th Street, Suite 102	Boulder	80301
<i>Address</i>	<i>City</i>	<i>Zip</i>
<b>Engineer</b>	<i>Email (required)</i>	<i>Phone Number</i>
<i>Address</i>	<i>City</i>	<i>Zip</i>

## Property Description

74 S Pine Road	Golden	80401
<i>Address of Subject Property and/or Parcel ID Number</i>	<i>City</i>	<i>Zip</i>
Cody Park Road	0.99	
<i>Access Via</i>	<i>Acreage</i>	<i>Map Sheet</i>

### Legal Description:

Lots 418, 419, and 54 through 527 inclusive, Block D, Cody Park as recorded in Plat Book 3 at page 53, Part of the southwest 1/4 Section 7, Township 4 south, Range 53 west, County of Jefferson, State of Colorado containing 0.99 acres (43,141 sq. ft) more or less

*Additional Information (to support or clarify this application):*

# Development Permit Application

Case Number: \_\_\_\_\_

## Disclosure of Property Ownership

- Owner is an individual. Indicate name exactly as it appears on the deed.
- Owner is a corporation, partnership, limited partnership, or other business entity. Name principals and/or managers on a separate page. Include the articles of organization, partnership agreement, resolution of managers, etc., as applicable to establish legal signatures.

Please provide the name(s), mailing address(es), street address(es), and phone number(s) for all owners.

## Property Owner Affidavit

I/We Barton Bortles, being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data, and all other supplementary matter attached hereto and made part of this application, are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize County staff to visit the site as necessary for proper review of this application.

If there are any special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site.

Barton Bortles  
Name  
74 S Pine Road, Golden, CO 80401  
Address  
(303) 819-7225      jonbortles@gmail.com  
Phone                      Email  
*BEBortles*  
Signature

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Phone                      Email  
\_\_\_\_\_  
Signature

County of Jefferson ]  
State of Colorado ]

SS

Sworn to and subscribed before me this 11<sup>TH</sup> day of November, 2024.  
(day)                      (month)                      (year)

By David Scott Patton  
(name printed)

Witness my hand and official seal.

*David Scott Patton*  
Notary Public

My Commission expires 25 JUL 2028  
(date)

DAVID SCOTT PATTON  
Notary Public  
State of Colorado  
Notary ID # 20084022919  
My Commission Expires 07-25-2028

# Development Permit Application

Case Number: \_\_\_\_\_

## Authorized Representative

I/We further permit Christopher Mirto to act as my/our representative in any manner regarding this application, to answer questions and to represent me/us at any meeting and public hearing(s) which may be held on this application.

*Note: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.*

Christopher Mirto

*Representative Name*

1600 38th Street, Suite 102, Boulder, CO 80301

*Address*

(303) 442-0408, ext. 204

*Phone*

cmirto@peharchitects.com

*Email*

Owner's Signature

11/25/24

*Date*



# Foothills Fire Prevention District

November 2, 2024

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

RE: Proof of fire protection for 74 S. Pine Rd.

This is to confirm that the property located at 74 S. Pine Road, Golden, CO, 80401 is within the boundaries of Foothills Fire Protection District (FFPD) and is served by FFPD. FFPD Lookout Mountain Fire Station is located approximately 0.9 miles +/- from the property access point. A water source is available from a Lookout Mountain Water District fire hydrant located near the intersection of Conifer Rd. and Pine Rd., approximately 910 feet +/- from the address. This location has an ISO PPC classification of 3.

#### **On and Off-Site Access:**

- Off-site access is comprised of Cody Park Rd. and S. Pine Rd. which are existing Jefferson County maintained roads.
- On-site access is via an existing private driveway. This access was not evaluated for compliance with current Jefferson County standards as part of this will-serve evaluation.

These comments are based on currently available information. If plans or conditions change in the future, additional comments may be necessary.

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

Respectfully,

Jeffrey Velasco  
Foothills Fire Protection District



# Foothills Fire Prevention District

November 2, 2024

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

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Respectfully,

Jeffrey Velasco

Foothills Fire Protection District



Environmental Health Services Division 645 Parfet Street, Lakewood, CO 80215  
(303) 232-6301 FAX (303) 271-5760 [jeffco.us/public-health](http://jeffco.us/public-health)

# Environmental Questionnaire and Disclosure

**USE THIS PACKET TO PROVIDE INFORMATION REGARDING THE PAST AND CURRENT ENVIRONMENTAL CONDITIONS ON YOUR PROPERTY AS PART OF THE LAND DEVELOPMENT PROCESS.**

## **PURPOSE**

To identify recognized environmental conditions that pose a threat to human health and/or the environment. To prevent the County from acquiring contaminated land and/or environmental liability.

## **BACKGROUND**

Jefferson County Public Health requires an Environmental Question and Disclosure Statement for all Zoning Resolution and Land Development Regulation cases or any action that has the potential to transfer or dedicate land to the County.

This form is the initial step in that process. In it you will be asked to provide specific and detailed information concerning any past or current activities that may have resulted in negative environmental impacts. It will often require some research by you to determine what these activities may have been. It also requires you to submit citations, surveys, analyses and test results, remediation reports and other documents that may have been generated relating to these activities. To avoid delays, please be sure that your submittal is thorough and accurate.

After evaluating this information and other resources that the Department has available, the Department will make recommendations regarding the need (if any) for further environmental assessments, which may include the preparation of a Phase I Environmental Site Assessment. Subsequent assessments and possibly even remediation may also be required if environmental contamination is found.

## **INSTRUCTIONS**

See page 1 for instructions to completing this form. This form has five (5) pages. Attach additional pages if necessary to completely respond to the questions.

**FEE:** There is no fee for processing this document.

## **PROCESSING TIME**

Please allow 7-10 business days for review of this form. Incomplete or missing documents will delay this process.

The contact person shown on this application must be able to answer questions concerning information reported on this form or on any attached documents. Please provide a phone number where they can be reached during normal working hours (M-F 8:00am – 5:00pm).

**DEPARTMENT CONTACT:** Tracy Volkman (303) 271-5763  
tvolkman@jeffco.us

REVISED 5/14/2018

**ENVIRONMENTAL QUESTIONNAIRE AND DISCLOSURE STATEMENT**

NAME OF PROJECT: Bortles Residence Carport

CONTACT PERSON: Jon Bortles PH (303) 819-7225

PROPERTY LOCATION: 74 S Pine Road, Golden, CO 80401


On this property, do any of the following conditions exist, or have any of the following conditions existed at any time in the past?

SECTION	CONDITION	NO	YES
<b>A</b>	Placement of earthen fill from an outside source, operation of a solid waste disposal site or landfill, whether private or commercial, legal or illegal	X	
<b>B</b>	Asbestos or asbestos-containing materials used or stored within any existing buildings or anywhere else onsite	X	
<b>C</b>	Storage or use of electrical equipment such as transformers or capacitors, other than in the provision of normal electrical service	X	
<b>D</b>	Above or underground storage tanks containing gasoline, diesel, fuel oil, waste oil or any other liquid chemical storage	X	
<b>E</b>	Storage or use of pesticides and herbicides or any other agricultural chemicals, other than for typical household or garden use	X	
<b>F</b>	Hazardous or dangerous chemicals stored, released or otherwise emitted anywhere on the property	X	
<b>G</b>	Storage or use of explosives, including dynamite, blasting caps, or unexploded ordinance such as bullets and bombs	X	
<b>H</b>	Radiation hazards such as radiation from uranium mine and mill tailings, nuclear reactors, and/or the processing, handling, disposal and/or deposition of radioactive materials.	X	

If you answered "NO" to ALL of the above, please sign below in the presence of a NOTARY PUBLIC and return this page only to the Department.

If you answered "YES" to ANY of the above, please complete Parts I and II on page 2 AND complete any SECTION on pages 3-5 to which you responded "YES" above. Then sign below in the presence of a NOTARY PUBLIC and return the entire packet (pages 1-5) to the Department.

As the present owner of the Property or as an officer or a general partner of the present owner of the Property (or duly authorized representative of such owner), I am familiar with all of the operations presently conducted on the Property. I have made a diligent inquiry into the former uses of the property; and hereby certify to and for the benefit of Jefferson County that to the best of my knowledge and belief the information disclosed on or attached to this form is true and correct.

NAME: 

DATE: 11/20/24

State of Colorado )  
County of BOULDER ) ss.

The above and foregoing Environmental Questionnaire and Disclosure Statement was acknowledged before me this 20 day of NOVEMBER, 2024, by MARI BLASER

WITNESS my hand and official seal.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 07/01/2027

MARI E BLASER  
Notary Public  
State of Colorado  
Notary ID # 20194024644  
My Commission Expires 07-01-2027

**PART I - NOTICES, COMPLAINTS AND REPORTS**

- **Attach** copies of all written governmental environmental reports, citations or complaints regarding this property that are in your possession or control.
- **Attach** copies of all non-governmental environmental reports regarding this property in your possession or control, except to the extent limited by confidentiality restrictions. For each such report so labeled confidential, state the name of the person or entity who rendered such report and the date thereof.

**PART II - CURRENT/FORMER USES OF THE PROPERTY FOR THE PREVIOUS 60 YEARS**

**Name** of current and former owner(s) – attach additional pages if necessary:

Current Owner: Barton E Bortles Revocable Trust

Former Owners: Jimmie Tetreault; Teresa Ann Tetreault; Theodore J. Garcia; Wilma M. Garcia

Bruce James Andrews; Dwain L. Gleason; Evelyne E. Gleason; James R. Keith; Rosie E. Keith

**Description** of current use(s) of the Property (provide name(s) of current occupant(s) and date(s) of occupancy) – attach additional pages if necessary:

Single Family Residential w/ vehicle parking

Current occupants: Barton Bortles

Occupancy date: 8/25/2022

**Date of completion** of original construction and any substantial renovations (including tenant improvements) – attach additional pages if necessary:

Original: 1917; Remodeled: 1956 & 1998

**Description** of previous use(s) of the Property– attach additional pages if necessary:

Single Family Residential

**Description** of uses of adjacent properties – attach additional pages if necessary:

Single Family Residential

**CONTINUE ONLY IF YOU ANSWERED “YES” TO ANY QUESTION IN THE TABLE ON Pg 1**

If you answered YES to Section A (Waste Disposal) on Page 1, complete the following (attach additional pages for your response, if needed):

1. Has any fill material been place on the site? **NO ( ) YES ( )**

*If YES, describe the fill (source, characteristics and chemicals lists and material safety data sheets for those chemicals, if contained in the fill material).*

2. Have any liquid wastes (other than waste water described in part F) and solid wastes been generated at the Property or currently located on the Property.

**NO ( ) YES ( )**

*If YES, describe those liquid and solid wastes and the manner in which they were generated at the Property are how they have been disposed.*

3. Has the Property ever been used for disposal of any liquid or solid waste?

**NO ( ) YES ( )**

*If YES, describe the location of all disposal sites, the type of wastes disposed of at each site, the results of any soil or groundwater samples taken in the vicinity of each site and the manner in which each site not presently in use was closed.*

4. Have landfills, evaporation or storage pits, ponds, lagoons or surface impoundments ever been located on the Property?

**NO ( ) YES ( )**

*If YES, describe the location of all units, the type of wastes placed in each, the results of any soil or groundwater samples taken in the vicinity of each and the manner in which each not presently in use was closed.*

5. Have wastewater treatment facilities, such as acid neutralization units, been located on (or are currently located on) the Property?

**NO ( ) YES ( )**

*If YES, describe the location of all facilities, the type of wastes treated in each facility, the results of any soil or groundwater samples taken in the vicinity of each facility and the manner in which each facility not presently in use was closed.*

6. Are there raw chemical or waste chemical storage areas on the Property?

**NO ( ) YES ( )**

*If YES, describe the location of all such areas, the type of products or wastes stored in each area, the amount of products or wastes stored in each area, the results of any soil or groundwater samples taken in the vicinity of each area and the manner in which each area not presently in use was closed.*

7. Attach copies of any waste disposal permits or licenses pertaining to operations on the Property.

**B**

If you answered YES to Section B on Page 1 (Asbestos), please complete the following (attach additional pages for your response if necessary):

1. Is there or has there been asbestos in any of the construction materials contained in the building(s)? **NO ( ) YES ( )**  
If YES, has it been removed? **NO ( ) YES ( )**  
If YES, when and by whom? \_\_\_\_\_
2. Was a survey conducted to assess the type, amount, location and condition of asbestos? **NO ( ) YES ( )**  
If YES, attach a copy of any survey report.
3. Have asbestos air samples been taken? **NO ( ) YES ( )**  
If YES, attach a copy of the results

**C**

If you answered YES to Section C on Page 1 (electrical equipment or transformers), please complete the following (attach additional pages for your response if necessary):

1. Have polychlorinated biphenyls ("PCBs") been used in electrical transformers, capacitors or other equipment at the Property? **NO ( ) YES ( )**  
If YES, describe the use and quantity of PCBs used on the Property.

**D**

If you answered YES to Section D on Page 1 (above or underground storage tanks), please complete the following (attach additional pages for your response if necessary):

1. Are there (or have there been) any above-ground or underground gasoline, diesel, fuel oil, waste or other chemical storage tanks on the Property? **NO ( ) YES ( )**  
If YES, describe location of tanks, substances stored and capacity of tank(s).
2. Have the tanks been inspected or tested for leakage? **NO ( ) YES ( )**  
If YES, provide the most recent test and results
3. Are the tanks registered? **NO ( ) YES ( )**  
If YES, provide registration numbers.
4. Are any other wastes or chemicals stored on the Property in drums or other containers? **NO ( ) YES ( )**  
If YES, describe the location, substances, quantities stored and types of containers.
5. Have there been any spills, leaks or other releases of wastes or chemicals on the Property? **NO ( ) YES ( )**  
If YES, describe the location of the substances and quantities released, any cleanup measures taken and the results of any soil or groundwater samples performed to detect the presence of the chemicals spilled, leaked or released on the Property.
6. Attach copies of any permits, licenses, and registration materials pertaining to the use, storage, handling or disposal of wastes, chemicals and underground storage tanks on the Property.

**E**

If you answered YES to Section E on Page 1 (herbicides and pesticides), please complete the following (attach additional pages for your response if necessary):

1. Have pesticides, herbicides or other agricultural chemicals been applied to the Property?  
NO ( ) YES ( )

If YES, describe the locations where such pesticides, herbicides or chemicals were applied, the type of pesticides, herbicides or chemicals applied in each area and the results of any soil or groundwater analyses performed to detect pesticides, herbicides or chemicals used at the site.

2. Have pesticides, herbicides or other agricultural chemicals been stored, mixed, formulated, rinsed or disposed of on the Property?  
NO ( ) YES ( )

If YES, describe the locations where such pesticides, herbicides or chemicals were stored, mixed, formulated, rinsed or disposed of-, the type of pesticides, herbicides or chemicals stored, mixed, formulated or disposed of at each location; and the results of any soil or groundwater analyses performed to detect pesticides, herbicides or chemicals stored, mixed, formulated, rinsed or disposed of at the site.

3. Has creosote been used on the property or have creosote coated materials such as railroad ties and telephone poles been stored on the property?  
NO ( ) YES ( )

If YES, describe the locations where creosote has been used or creosote-containing materials have been stored, and the results of any soil or groundwater analyses performed to detect the present of creosote.

**F**

If you answered YES to Section F on Page 1 (hazardous or dangerous materials), please complete the following (attach additional pages for your response if necessary):

1. Are any hazardous chemicals or dangerous released at the Property?  
NO ( ) YES ( )

If YES, provide copies of all toxic chemical release forms, inventory forms and material safety data sheets for those chemicals.

**G**

If you answered YES to Section G on Page 1 (hazardous ordinance and explosives), please complete the following (attach additional pages for your response if necessary):

1. Are there or have there been explosives, dynamite blasting caps, unexploded ordinance (bullets and bombs) stored or used on the property?  
NO ( ) YES ( )

If YES, provide information regarding the type, amount, location and use of such agents.

**H**

If you answered YES to Section H on Page 1 (radiation hazards), please complete the following (attach additional pages for your response if necessary):

2. Are there or have there been radiation hazards such as uranium mill tailings, nuclear reactors, processing, handling, disposal and/or deposition of radioactive materials on the property?  
NO ( ) YES ( )

If YES, provide information regarding the type, amount, location and use of these radiation materials and an evaluation of the public health impact related to the radiation hazards associated with these materials.



**Land Title Guarantee Company**  
**Customer Distribution**

Order Number: **OE1043347**

Date: **11/23/2022**

Property Address: **74 S PINE RD, GOLDEN, CO 80401**

**None**

BRADLEY DEVITT HAAS & WATKINS PC

Attention: TAMMY ERICKSON

2201 FORD ST

GOLDEN, CO 80401

(303) 384-9228 (Work)

tammy@goldenlawyers.com

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**For Assistance**

Land Title O&E Team

5975 GREENWOOD PLAZA BLVD

GREENWOOD VILLAGE, CO 80111

(303) 850-4190 (Work)

(303) 393-4823 (Work Fax)

[oe@ltgc.com](mailto:oe@ltgc.com)

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**Land Title Guarantee Company**  
**ONE Report**

Date Ordered: **11/22/2022**  
Order Number: **OE1043347**



**This ONE Report is based on a limited search of the county real property records and is intended for informational purposes only. The ONE Report does not constitute any form of warranty or guarantee of title or title insurance and should not be used by the recipient of the ONE Report as the basis for making any legal, investment or business decisions. The recipient of the ONE Report should consult legal, tax and other advisors before making any such decisions. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the ONE Report, and no other person, and (2) the amount paid for the ONE Report.**

**Effective Date:**

11/16/2022

**Address:**

74 S PINE RD, GOLDEN, CO 80401

**County:**

Jefferson

**Legal Description:**

LOTS 418 AND 419, AND LOTS 514 TO 527 INCLUSIVE, BLOCK D, CODY PARK SUBDIVISION, COUNTY OF JEFFERSON, STATE OF COLORADO.

**Ownership:**

BARTON E. BORTLES REVOCABLE TRUST DATED MARCH 22, 2019

**Vesting Deed(s):**

[Jefferson county recorded 08/29/2022 under reception no. 2022081559](#)

[Jefferson county recorded 08/29/2022 under reception no. 2022081558](#)

**Encumbrances and Other Documents**

DEED OF TRUST PAYABLE TO UNITED WHOLESALE MORTGAGE, LLC IN THE AMOUNT OF \$500,000.00 RECORDED AUGUST 29, 2022 UNDER RECEPTION NO. [2022081560](#).



GENERAL WARRANTY DEED

State Documentary Fee \$82.50

THIS DEED, made this 25 day of August, 2022, between JIMMIE TETREULT AND TERESA ANN TETREULT of the County of Jefferson, State of Colorado, grantor(s), and BARTON E. BORTLES REVOCABLE TRUST DATED MARCH 22, 2019 whose legal address is 74 South Pine Rd, Golden, Co 80401 of the County of Jefferson, State of Colorado, grantee(s)

WITNESS, that the grantor(s), for and in consideration of the sum of **Eight Hundred Twenty-Five Thousand and 00/100, (\$825,000.00)** 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:

**LOTS 418 AND 419, AND LOTS 514 TO 527 INCLUSIVE, BLOCK D, CODY PARK SUBDIVISION, COUNTY OF JEFFERSON, STATE OF COLORADO.**

Also known by street and number as **74 SOUTH PINE ROAD, GOLDEN, CO 80401**  
**APN: 300130885, 300195503, 300195886**

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises with all its appurtenances 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 subject to statutory exceptions as defined in CRS 38-30-113(5)(a).

IN WITNESS WHEREOF the grantor(s) executed this deed on the date set forth above.

[Signature]  
JIMMIE TETREULT  
[Signature]  
TERESA ANN TETREULT

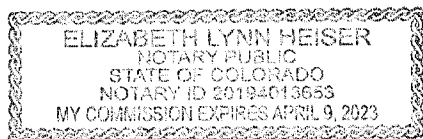
STATE OF COLORADO  
COUNTY OF JEFFERSON }ss.

The foregoing instrument was acknowledged before me on 8/25, 2022, by JIMMIE TETREULT AND TERESA ANN TETREULT.

Witness my hand and official seal.

My commission expires 4-9-23

[Signature]  
Notary Public



STATEMENT OF AUTHORITY

(' 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity<sup>1</sup> named BARTON E. BORTLES REVOCABLE TRUST DATED MARCH 22, 2019

2. The type of entity is a:

<input type="checkbox"/>	corporation	<input type="checkbox"/>	registered limited liability partnership
<input type="checkbox"/>	nonprofit corporation	<input type="checkbox"/>	registered limited liability limited partnership
<input type="checkbox"/>	limited liability company	<input type="checkbox"/>	limited partnership association
<input type="checkbox"/>	general partnership	<input type="checkbox"/>	government or governmental subdivision or agency
<input type="checkbox"/>	limited partnership	<input checked="" type="checkbox"/>	Trust

3. The entity is formed under the laws of COLORADO

4. The mailing address for the entity is:

74 S. Pine Rd, Golden Co 80401

5. The name and position of each person or entity authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

BARTON E. BORTLES, TRUSTEE OF THE BARTON E. BORTLES REVOCABLE TRUST DATED MARCH 22, 2019

6. The authority of the foregoing to bind the entity is  X  not limited   limited as follows:

7. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of ' 38-30-172, C.R.S.

Executed this 25 day of August, 2022.

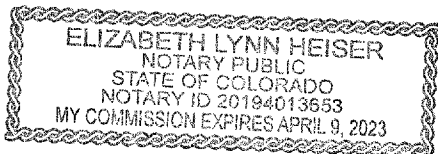
BARTON E. BORTLES REVOCABLE TRUST DATED MARCH 22, 2019

by: B.E. Bortles  
 BARTON E. BORTLES, TRUSTEE

by: \_\_\_\_\_  
 (Print name and title)

STATE OF COLORADO )  
 )ss  
 COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 25 day of August, 2022, by BARTON E. BORTLES, TRUSTEE OF THE BARTON E. BORTLES REVOCABLE TRUST DATED MARCH 22, 2019.



Witness my hand and official seal.

Elizabeth Heiser  
 Notary Public

My commission expires: 4-9-23

1 This form should not be used unless the entity is capable of holding title to real property.  
 2 Any authorized entity must also complete a Statement of Authority.  
 3 The absence of any limitation shall be prima facie evidence that no such limitation exists.  
 4 The statement of authority must be recorded to obtain the benefits of the statute.

After Recording Return To:  
UNITED WHOLESALE MORTGAGE, LLC  
585 SOUTH BOULEVARD E  
PONTIAC, MI 48341  
ATTN: POST CLOSING MANAGER  
Loan Number: 1222478273

[Space Above This Line For Recording Data]

## DEED OF TRUST

MIN: 100032412224782737

MERS Phone: 888-679-6377

### 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 August 25, 2022, together with all Riders to this document.

(B) "Borrower" is Barton E Bortles, as Trustee of the Barton E Bortles Revocable Trust, March 22, 2019

Borrower is the trustor under this Security Instrument.

(C) "Lender" is United Wholesale Mortgage, LLC

Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of MICHIGAN  
Lender's address is 585 South Boulevard E, Pontiac, Michigan 48341

(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 August 25, 2022. The Note states that Borrower owes Lender FIVE HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$ 500,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 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]:

- |  |  |
|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider                      |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Biweekly Payment Rider                              |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Second Home Rider                                   |
| <input type="checkbox"/> Condominium Rider     | <input checked="" type="checkbox"/> Other(s) [specify] Revocable Trust Rider |

115722-104770



(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. §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 Attached  
A.P.N.: 40-073-01-098;40-073-01-102;40-073-01-101

which currently has the address of 74 S PINE RD  
[Street]  
GOLDEN, Colorado 80401 ("Property Address");  
[City] [Zip Code]

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 seised 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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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 cancelled, 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



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.

  
\_\_\_\_\_(Seal)  
Barton E. Bortles, TRUSTEE OF -Borrower  
Barton E. Bortles Revocable Trust, under  
trust instrument dated March 22, 2019



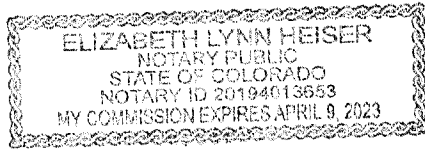
[Space Below This Line For Acknowledgment]

State of COLORADO

County of JEFFERSON

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2022  
(date)

by Barton E. Bortles, Trustee of the Barton E. Bortles  
Revocable Trust, under Trust Agreement dated  
March 22, 2019.  
(name of person acknowledged)



Elizabeth H.  
(Signature of Person Taking Acknowledgment)

Notary Public  
(Title or Rank)

(Seal)

(Serial Number, if any)

Loan Originator: Joseph A Lewis, NMLSR ID 262735  
Loan Originator Organization: JR Mortgage Corporation, NMLSR ID 197135  
Loan Originator Organization: UNITED WHOLESALE MORTGAGE, LLC, NMLSR ID 3038



LOTS 418 AND 419, AND LOTS 514 TO 527 INCLUSIVE, BLOCK D,  
CODY PARK SUBDIVISION, COUNTY OF JEFFERSON, STATE OF COLORADO.

## REVOCABLE TRUST RIDER

### DEFINITIONS USED IN THIS RIDER

(A) "Revocable Trust." Barton E. Bortles Revocable Trust, under trust instrument dated March 22, 2019

(B) "Revocable Trust Trustees." Barton E. Bortles trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." Barton E. Bortles settlor(s) of the Revocable Trust signing below.

(D) "Lender." UNITED WHOLESAL MORTGAGE, LLC

(E) "Security Instrument." The Deed of Trust/Mortgage and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

74 S PINE RD, GOLDEN, COLORADO 80401

[Property Address]

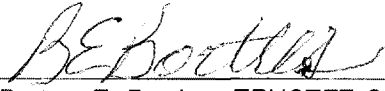
**THIS REVOCABLE TRUST RIDER** is made this 25th day of August, 2022, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Lender further covenant and agree as follows:


**ADDITIONAL BORROWER(S)** The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.



BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

  
\_\_\_\_\_(Seal)  
Barton E. Bortles, TRUSTEE OF -Borrower  
Barton E. Bortles Revocable Trust, under  
trust instrument dated March 22, 2019

BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound thereby.

  
\_\_\_\_\_(Seal)  
Barton E. Bortles                      Revocable Trust Settlor

\_\_\_\_\_(Seal)  
Revocable Trust Settlor

\_\_\_\_\_(Seal)  
Revocable Trust Settlor

\_\_\_\_\_(Seal)  
Revocable Trust Settlor

\_\_\_\_\_(Seal)  
Revocable Trust Settlor

\_\_\_\_\_(Seal)  
Revocable Trust Settlor





**MEMO**

**TO:** Allie McGahee  
 Jefferson County Planning and Zoning Division

**FROM:** Tracy Volkman  
 Jefferson County Environmental Health Services Division

**DATE:** August 21, 2024

**SUBJECT:** Case #24-121578 PA  
 Jon Bortles  
 74 S Pine Rd

**PROPOSAL SUMMARY**

Pre-application meeting submittal for a rezoning process to modify two standards for an existing developed lot in the MR-1 zone district.

**COMMENTS**

Jefferson County Public Health (JCPH) reviewed the documents submitted by the applicant for this pre-application process and has the following comments:

The applicant must submit the following documents or take the following actions prior to a ruling on the proposed rezoning. NOTE: Items marked with a “✓” indicate that the document has been submitted or action has been taken. **Please read entire document for requirements and information. Please note additional documentation may be required. Failure to provide required documentation may delay the planning process.**

**REZONING REQUIREMENTS (Public Water & OWTS)**

✓	Date Reviewed	Required Documentation/Actions	Refer to Sections
		Submit a notarized Environmental Questionnaire and Disclosure Statement in accordance with the Jefferson County Zoning Resolution and Land Development Regulation (LDR) Section 30.	Environmental Site Assessment

**WATER (LDR 21)**

According to JCPH records, the Lookout Mountain Water District provides the public water services for this property.

**WASTEWATER (LDR 22)**

It appears from the applicant’s submitted site plan that the space reserved for the relocated soil treatment area and the as-built drawing on file, the onsite wastewater treatment system (OWTS)

appears to meet setbacks from the proposed covered parking. As such, the Onsite Wastewater Report, Form 6001 will not be required.

**Please note: All minimum setbacks of the proposed structure from the existing OWTS components must comply with Table B-1 in the current Jefferson County Onsite Wastewater Regulations.**

#### OWTS Records

JCPH has records of an existing onsite wastewater treatment system that had a septic tank installed in 1994 to serve a 1-bedroom single family dwelling at (Permit # 15427, Folder #08-107470 Old OW)

A continued Use Permit which was received in August 2008 (Permit 08-113776 OW) with the following comments:

Check before issuing. Received 2 701's - one showing complete failure and one that is okay. Inspectors to go out and check which is right before issuing. Called Denny 8/18/08- Actually a failing system. Can't issue Use Permit. (SEE NOTES ON NEXT LINE!!!)

10/12/2010- Had our inspector go out one more time. Found that wrong tank had been pumped. Had been pumping tank to house across the street. The system for this property is NOT failing.

A continued Use Permit was issued in August 2022 (Permit 22-122065 OW) with the following comments:

**Inspector Comments: seepage pit**

#### **ENVIRONMENTAL ASSESSMENT (LDR 30)**

The Jefferson County Zoning Resolution and Land Development Regulation (LDR) Section 30 requires that an Environmental Questionnaire and Disclosure Statement (EQDS Form 6000) shall be completed. The purpose of the EQDS is to provide Staff with information to conduct a preliminary assessment of the land interest for the likely presence of recognized environmental conditions. Planning and Zoning will provide the Applicant with the Environmental Questionnaire and Disclosure Statement packet.

Should stained or discolored soil or contaminated groundwater be encountered during construction and excavation of this area, the contractor must cease operations and contact a professional engineer licensed in Colorado or equivalent expert to further evaluate the soil and/or groundwater conditions, the nature and extent of the contamination, and determine the proper remediation and disposal of the contaminated material. The contractor must contact the CDPHE, Hazardous Materials and Waste Management Division at 303.692.3320

**NOTE: These case comments are based solely upon the submitted application package. They are intended to make the applicant aware of regulatory requirements. Failure by Jefferson County Public Health to note any specific item does not relieve the applicant from conforming to all local, state, and federal regulations. Jefferson County Public Health reserves the right to modify these comments, request additional documentation, and or add appropriate additional comments.**

# JEFFERSON COUNTY COLORADO

## Planning & Zoning Division

Section 30-28-133(d) C.R.S. requires that the applicant submit to the county "Adequate evidence that a water supply, sufficient in terms of quantity, quality and dependability, will be available to ensure an adequate supply of water."

# WATER SUPPLY SUMMARY

1 Name of Development as Proposed  
Bortles Residence Carport

2 Land Use Action  
Rezoning

3 Location of Parcel  
\_\_\_\_\_ 1/4 of SW 1/4 Section 7 Township 4 \_\_\_\_\_  N  S Range 70 \_\_\_\_\_  E  W  
Principal Meridian:  6th  N.M.  UTE  Costilla

Subdivision  
Cody Park

Filing  
23-1304091MA

Block  
D

Lot  
522-527, 514-519, 521

4 Total acreage  
0.99

5 Number of lots proposed  
1 (existing, to remain)

6 Parcel History  
Was parcel recorded with county prior to June 1, 1972?  
 Yes  No  
Has the parcel ever been part of a division of land action since June 1, 1972?  Yes  No  
If yes, describe the previous action  
Property Merger Agreement - December 13, 2023

7 Estimated Water Requirements  
(gallons/day or acre feet/year)  
Household use 65 gpd \_\_\_\_\_ af/y  
Commercial use \_\_\_\_\_ gpd \_\_\_\_\_ af/y  
Irrigation 757 gpd \_\_\_\_\_ af/y  
Stock watering \_\_\_\_\_ gpd \_\_\_\_\_ af/y  
Other \_\_\_\_\_ gpd \_\_\_\_\_ af/y  
Total \_\_\_\_\_ gpd \_\_\_\_\_ af/y

8 Private Water Supply Source  
 Existing well(s)  
 Developed spring(s)  
Well permit numbers/depth to water in feet:  
\_\_\_\_\_/\_\_\_\_f \_\_\_\_\_/\_\_\_\_f  
\_\_\_\_\_/\_\_\_\_f \_\_\_\_\_/\_\_\_\_f  
Water court decree case numbers:  
\_\_\_\_\_  
\_\_\_\_\_  
 New wells  
Proposed aquifers  
(check one)  
 Fractured Rock  
 Alluvial  
 Upper Dawson  
 Lower Dawson  
 Denver  
 Upper Arapahoe  
 Lower Arapahoe  
 Laramie Fox Hills  
 Dakota  
 Other

9 Public Water Supply Source  
 Municipal  
 Association  
 Company  
 District  
Name:  
Lookout Mountain Water District

10 Type of Sewage Disposal System  
Private System:  
 Engineered Tank and Field System  
 Vault: location (sewage hauled to)  
\_\_\_\_\_  
Public System:  
district name  
\_\_\_\_\_  
Other System: (describe other system)  
\_\_\_\_\_

Attachment checklist (attach the following)

- Plat Map: Show all proposed lots.
- Parcel History: Provide deeds plats or other evidence or documentation.
- Well Locations: Show all wells on surveyors plat or scaled sketch plan.
- Project Area: Show project area tied to a section corner.
- Water Supply (if required):  
1. Provide a copy of well permit(s).  
2. Provide a letter from public water provider stating the commitment for service.

- Engineer's Water Supply Report (if not available it may be required at a later stage)
- Sewage disposal: if engineered system, provide design
- Contact the Colorado Department of Natural Resources, Division of Water Resources State Engineer's Office at 303-866-3587 for the following forms.**
- Water Well Permit Application (GWS-44)
- Well Construction and Test Report (GWS-31)
- Pump Installation and Test Report (GWS-32)