

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

**BOA Hearing Date:** December 21, 2022

---

**22-120376VC**                      Special Exception

**Owner/Applicant:**              John R. Embry and Julie Embry

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

**Approximate Area:**              1.04 Acres

**Zoning:**                          Mountain Residential-One (MR-1)

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

**Case Manager:**                  Allie McGahee

---

**Issues:**

- None

**Recommendations:**

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

**Interested Parties:**

- None

**Level of Community Interest:** Low

**Case Manager Information:**    Phone: 303-271-8736    e-mail: [almcgahe@jeffco.us](mailto:almcgahe@jeffco.us)

## Staff Report

**BOA Hearing Date:** December 21, 2022

---

**22-120376VC** Special Exception

**Owner/Applicant:** John R. Embry and Julie Embry

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

**Approximate Area:** 1.04 Acres

**Zoning:** Mountain Residential-One (MR-1)

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

**Case Manager:** Allie McGahee

---

**Previous Actions:** None

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

**Existing Use:** Residential

**Existing Structures:** Single-Family Home

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

---

### BACKGROUND/DISCUSSION:

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

### SITE CHARACTERISTICS AND IMPACTS:

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

### ZONING REQUIREMENTS AND ANALYSIS:

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

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

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

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

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

(a-2) Fire hazards;

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

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

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

(a-4) Noise;

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

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

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

(a-6) Community character;

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

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

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

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

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

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

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

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

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

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

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

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

*The subject property is 1.04 acres.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

#### **NOTIFICATION:**

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

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

The Registered Associations that received notification are:

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

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

#### **ANALYSIS:**

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

#### **STAFF FINDINGS:**

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

COMMENTS PREPARED BY:

\_\_\_\_*Allie McGahee*\_\_\_\_

Allie McGahee, Planner

Jefferson County  
Board of Adjustment  
Application  
Variance • Special Exception • Appeal

JEFFERSON  
COUNTY COLORADO  
Planning and Zoning

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

Case Number (for staff use only): \_\_\_\_\_

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

Submit this application and all necessary documents electronically to [pzpermits@jeffco.us](mailto:pzpermits@jeffco.us).

Applicant and Site Details

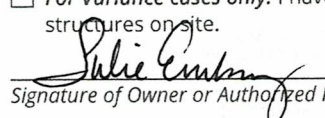
32392 Lodgepole Dr	Evergreen	80439
Address of Subject Property, Legal Description and/or Parcel ID Number	City	Zip
John & Julie Embry	divineenergyrn@gmail.com	720-570-6611
Property Owner	Email	Phone Number
32392 Lodgepole Dr	Evergreen	CO 80439
Mailing Address	City	State Zip
Contractor/Representative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

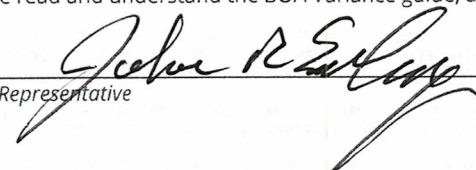
Specific Request

Short Term Rental

Applicant Acknowledgments

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

  
Signature of Owner or Authorized Representative



06/11/2022  
Date



# Jefferson County Board of Adjustment Application

Case Number (for staff use only): \_\_\_\_\_

## Submittal Requirements

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

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

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

## List of Submittal Requirements

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

A. Variance Addendum  
B. Home Occupation Addendum

C. Short Term Rental Addendum  
D. Commercial WECS/SECS Addendum

\* Fees are online at our website at [planning.jeffco.us](http://planning.jeffco.us). Make checks payable to Jefferson County Treasurer.

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

## Staff Use Only

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

## C. Short Term Rental Addendum

Case Number (for staff use only): \_\_\_\_\_

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

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

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

4. How many bedrooms are in the dwelling? 4

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

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

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

*You must attach a site plan with parking spaces marked.*

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

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

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

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

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

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

9. Are there floodplains on the property? ☐ Yes ☒ No

10. Water:

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

☐ b. Well. Well Permit Number, Well Type: \_\_\_\_\_

11. Wastewater:

☐ a. Public sewer. Name of Wastewater Provider: \_\_\_\_\_

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

Max number of bedrooms: 4

Max number of occupants: 8

12. Access:

a. Legal access

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

☒ County-maintained road

☐ Private, platted road. Plat Reception Number: \_\_\_\_\_

☐ Private easement. Easement Reception Number: \_\_\_\_\_

☐ Other. Explain: \_\_\_\_\_

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

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

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

If yes, please list the violation number: \_\_\_\_\_

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

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

a. Quiet hours

c. Rules regarding outdoor fires

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

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

6/11/22

Board of Adjustment:

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

Thank you,

John & Julie Embry

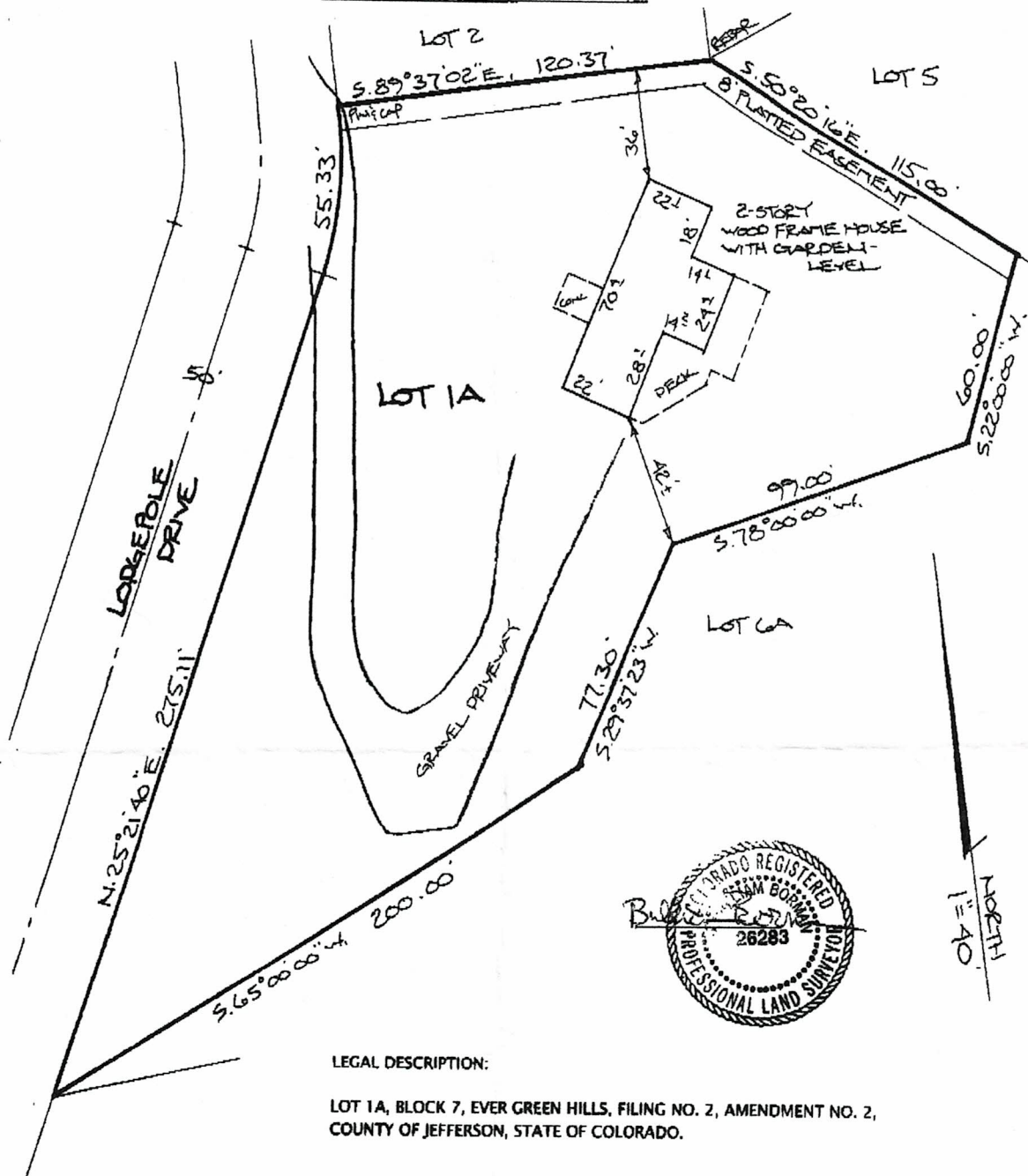
32392 Lodgepole Dr

Evergreen, CO 80439

720-570-6611



## IMPROVEMENT LOCATION CERTIFICATE

ORDERED BY: BONDURANT & ASSOCIATESJOB NO.: 05-0105BORROWER: HERMANN/RADICDATE: 1/14/2005TITLE COMM.: TRANSITION THE GONDOLISPROPERTY ADDRESS: 32392 LODGEPOLE DR.

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

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

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



BORMAN SURVEYING, INC.

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

*Handwritten signature/initials*



JEFFERSON COUNTY PUBLIC HEALTH  
645 Parfet Street, Lakewood CO 80215  
303 232-6301

FORM 1001

## CERTIFICATE OF WATER AND SEWER AVAILABILITY

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

32392 Lodgepole Drive  
**JOB ADDRESS**

October 7, 2022  
**DATE**

### LEGAL DESCRIPTION

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

**USE OF BUILDING** Residential

### SEWER SERVICE AVAILABILITY

( ) Onsite wastewater treatment system permit No: \_\_\_\_\_ for

\_\_\_\_\_ bedroom single family dwelling, or \_\_\_\_\_

\_\_\_\_\_  
**Jefferson County Public Health Date**

OR

( ) Public Sewer (District Name) \_\_\_\_\_

\_\_\_\_\_  
**Sewer Agency Representative Date**

### WATER SERVICE AVAILABILITY

( X ) **WATER SERVICE AVAILABLE** Name of  
District Brook Forest Water District

Nickie M Holder 10/7/22  
**Water District Representative or Authorized Agent Date**



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

INDIVIDUAL SEWAGE DISPOSAL SYSTEM SITE INSTALLATION PLAN

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

SEPTIC TANK SIZE (GAL): 1,250 ABSORPTION BED SIZE (ft<sup>2</sup>): 960

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

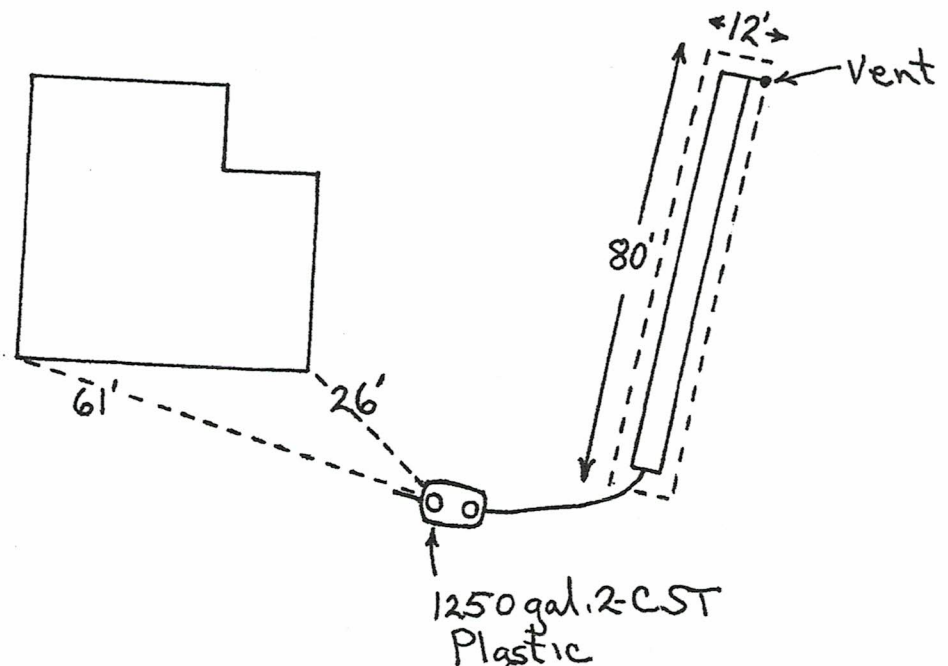
INSPECTOR

*[Signature]*

FINAL APPROVAL DATE:

9-17-97

N



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

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

**INDIVIDUAL SEWAGE DISPOSAL SYSTEM PERMIT NO 17279**

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

ISSUED TO: Jackie McQuaid  
32392 Lodgepole Drive  
Evergreen CO 80439

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

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

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

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

SIZE OF SEPTIC TANK (gal): 1,250 ABSORPTION AREA (ft<sup>2</sup>) 960

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

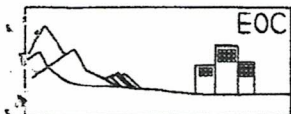
Maintain at least 10 feet between all system components and property lines.

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

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

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

INSPECTOR [Signature] DATE 9-17-97



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

---

March 26, 1997

Greg McQuaid  
32392 Lodgepole Drive  
Evergreen, Colorado 80439

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

Dear Mr. McQuaid,

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

#### **SITE CONDITIONS**

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

#### **EXISTING AND PROPOSED CONSTRUCTION**

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

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

#### **SUBSURFACE CONDITIONS**

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



## RECOMMENDATIONS

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

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

## OPERATION AND MAINTENANCE

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

## LIMITATIONS

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

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

E. O. CHURCH, INC.

Roger J. Shafer

RJS/mbr  
3 copies sent



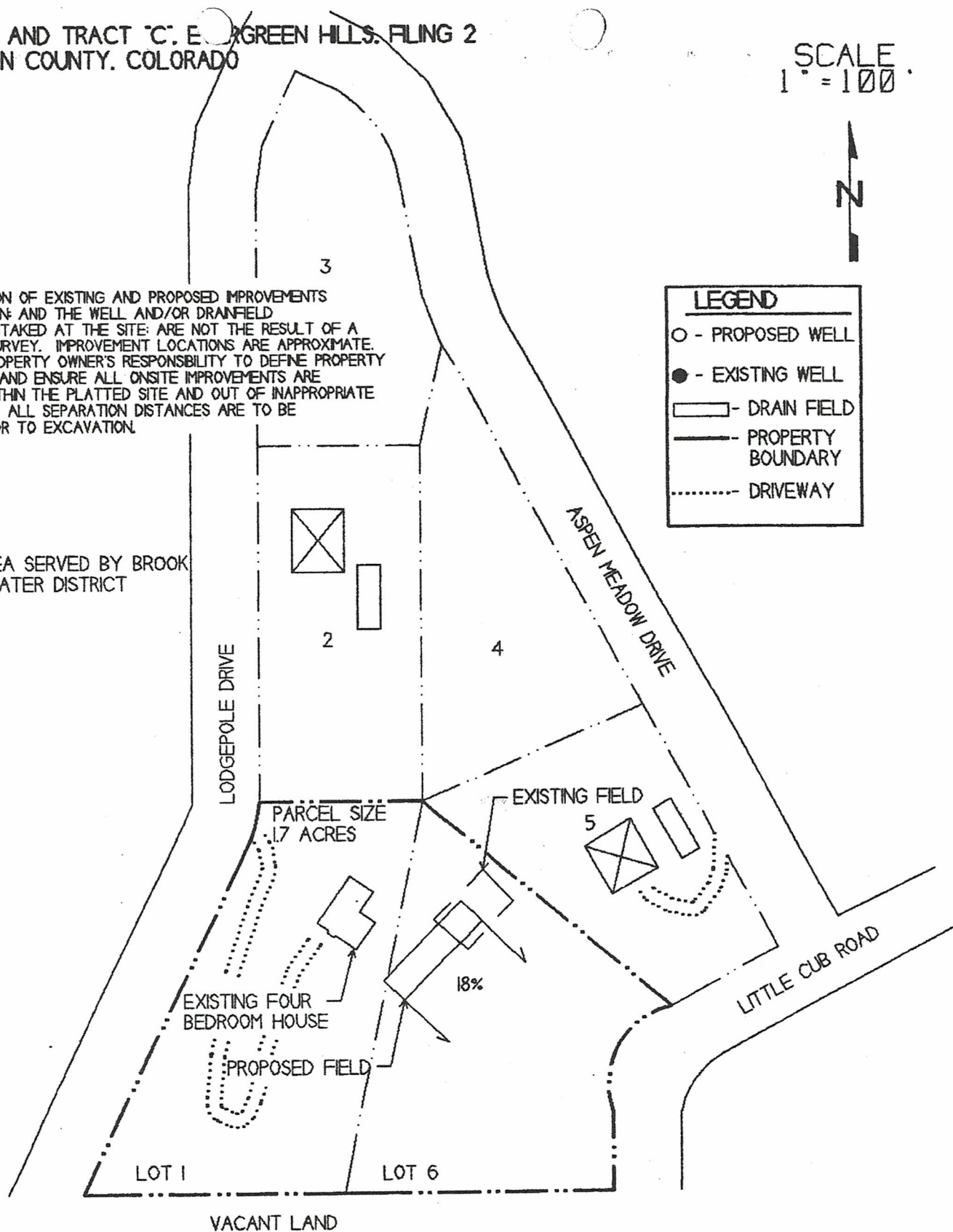
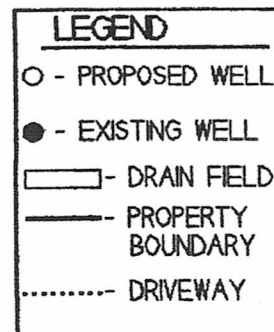
LOTS 1, 6, AND TRACT "C", E. GREEN HILLS, FILING 2  
JEFFERSON COUNTY, COLORADO

SCALE  
1" = 100'



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

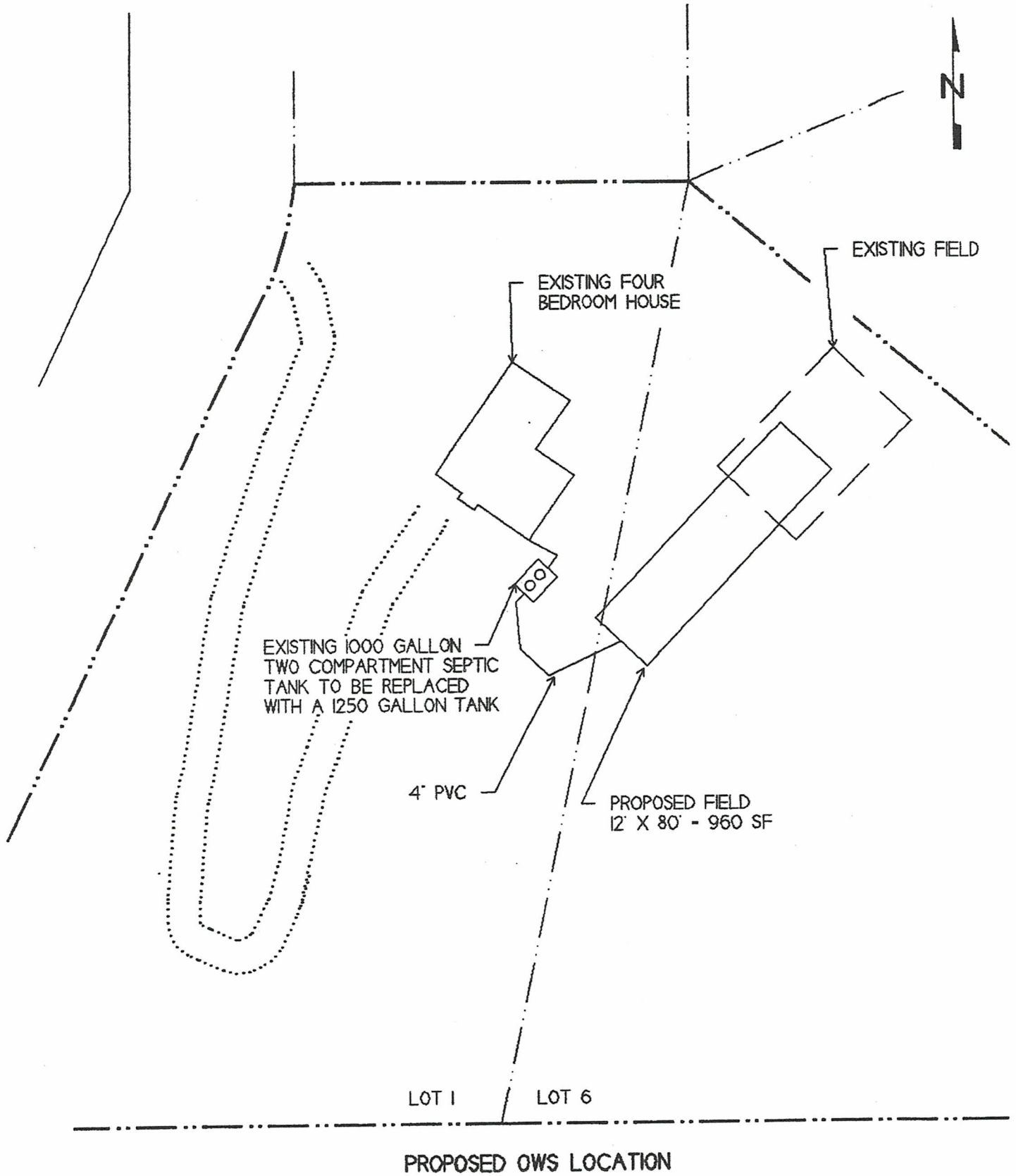
NOTE: AREA SERVED BY BROOK FOREST WATER DISTRICT



VICINITY SITE PLAN

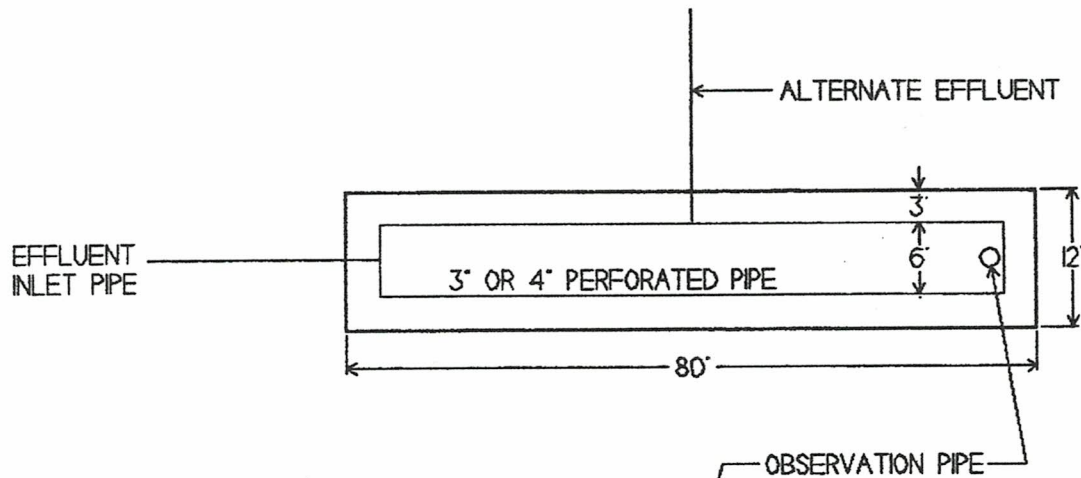
LOTS 1, 6, AND TRACT "C", EVERGREEN HILLS, FILING 2  
JEFFERSON COUNTY, COLORADO

SCALE  
1" = 40'

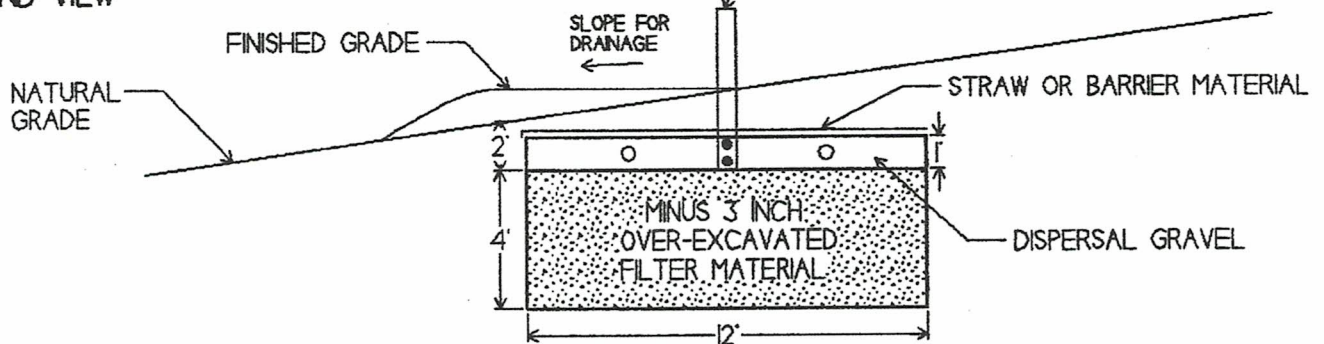




## PLAN VIEW



## END VIEW



## DESIGN CALCULATIONS

4 BEDROOM SINGLE FAMILY DWELLING

LOAD  $q$  - 600 GPD AVERAGE

SAND FILTER APPLICATION RATE - 0.95 GPD/SF

AREA -  $(1.5 \times 600) / 0.95$

AREA REQUIRED - 948 SQUARE FEET

FIELD LENGTH - 80 FEET

FIELD WIDTH - 12 FEET

AREA PROPOSED - 960 SQUARE FEET

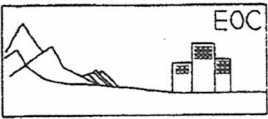
FILTER MATERIAL - EXCAVATED ONSITE

DISPERSAL GRAVEL - 1/2" - 2 1/2"

## FIELD DETAILS



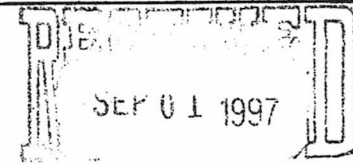




**E.O. CHURCH, INC.**  
**ENGINEERS & GEOLOGISTS**

August 27, 1997

Greg McQuaid  
32392 Lodgepole Drive  
Evergreen, Colorado 80439



Jefferson County Department of  
Health and Environment

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

17279

Dear Mr. McQuaid,

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

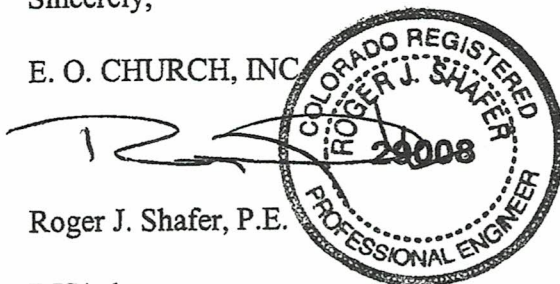
The system included the installation of a 1250-gallon, plastic, septic tank and a 12 feet by 80 feet "over-excavated" drain field, for 960 square feet of absorption area.

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

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

Sincerely,

E. O. CHURCH, INC.



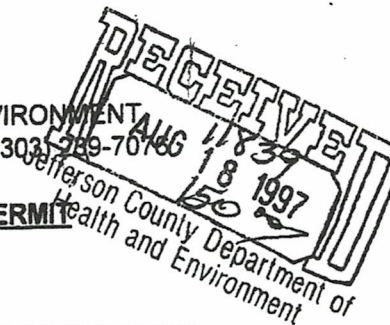
Roger J. Shafer, P.E.

RJS/mbr

xc: Jefferson County Health Department

JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT  
260 S Kipling St, Lakewood CO 80226 (303) 239-7075 FAX (303) 239-7076

**APPLICATION FOR INDIVIDUAL SEWAGE SYSTEM PERMIT**



PLEASE CIRCLE ONE

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

**I. PROPERTY INFORMATION**

COMPLETE PROPERTY ADDRESS: 32392 Lodgepole Dr.  
LEGAL DESCRIPTION: Lot 1, 6 and Tract C, Evergreen Hills, Flg 2.

SIZE OF PARCEL: 1.7 AC DATE SUBDIVIDED: \_\_\_\_\_

**II. APPLICANT/OWNER INFORMATION**

APPLICANT NAME: Jackie McQuaid  
MAIL. ADD: 32392 Lodgepole Dr CITY/ST/ZIP Evergreen, CO 80431  
PHONE (home): 674-6479 (work): 674-6479  
OWNER NAME, IF NOT APPLICANT: \_\_\_\_\_ Phone: \_\_\_\_\_

**III. STRUCTURE**

☒ 4 BEDROOM SINGLE FAMILY DWELLING

( ) \_\_\_\_\_

**IV. WATER SERVICE (specify one)**

☒ PUBLIC WATER (district name): Brookforest Water  
or  
( ) WELL (Colorado well permit number): \_\_\_\_\_ (attach copy)

**V. SANITATION DISTRICT**

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

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

Jackie McQuaid  
APPLICANT/OWNER/OR RESPONSIBLE PARTY

8-18-97  
DATE

MAIL (~~\*~~)

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

# RECORD OF INSPECTIONS

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

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

## ENGINEERING CHANGES

## APPLICANT/OWNER CALL

DATE	COMMENTS	DATE	COMMENTS



NA TECHNICAL REVIEW (staff use)

(X) LOT SIZE (X) P/L FORM (X) ADJ DEV (X) ENGR OK (X) GEO OK (X) SLOPE OK

1.7

PERMIT CONDITIONS

INSPECTIONS: (X) 01 OPEN EXCAVATION AT 6 FEET

INSPN DAYS: ( ) CE ( ) S ( ) N

TANK SIZE: 1250 GALS

ABSORPTION AREA: 960 SQ FT.

( ) 04 REDUCTIONS FROM ONSITE WELL: lot, distance: \_\_\_\_\_

( ) 08 REDUCTIONS FROM ONSITE ABS BED: lot, distance: \_\_\_\_\_

( ) 06 ALL WELLS 100 FEET FROM ON-SITE GREYWATER/ADVANCED TREATMENT ABS BED  
( ) 07 ALL WELLS 60 FEET FROM LINED ET BED

( ) 09 ABD ONSITE WELL	( ) 15 LINE-WELL	( ) 21 SUBMINIMUM DISTANCES
( ) 10 SLOPE CONDITIONS	( ) 16 OLD TANK	( ) 22 CONTAMINATED SOIL
( ) 11 ROADCUT SETBACK	( ) 17 DRY GULCH	( ) 23 ABANDON PRIVY
( ) 12 FRENCH DRAIN	( ) 18 TANK-WELL	(X) 24 NO BLASTING
( ) 13 WATER-SEWER	( ) 19 SURFACE WATER	( ) 25 BLASTING OK
( ) 20 ALARM INSTLN	(X) 27 PROPERTY	( ) 30 DWELLING

( ) \_\_\_\_\_  
( ) \_\_\_\_\_

ENGINEER CERTIFICATION(S)

( ) \_\_\_\_\_ ( ) \_\_\_\_\_

(X) 26 FILTER MATERIALS ( ) 29 BLASTING ( ) 28 PUMPS/SIPHONS/ALARMS

WATER AND SEWER CERTIFICATE - SPECIAL CONDITIONS

SEWER: \_\_\_\_\_  
\_\_\_\_\_

WATER: \_\_\_\_\_  
\_\_\_\_\_

INSPECTOR  
ISDS/vercon

[Signature]

DATE 8-22-97

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

CERTIFICATE OF WATER AND SEWER AVAILABILITY

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

SEWER SERVICE

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

ISDS PERMIT NUMBER 17279

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

SYSTEM IS DESIGNED FOR: 4 Bedroom Single Family Dwelling

SPECIAL CONDITIONS:

  
JEFFERSON COUNTY DEPARTMENT OF HEALTH & ENVIRONMENT

8-25-97  
DATE

WATER SERVICE

( ) WATER SERVICE AVAILABLE

( ) WATER SERVICE NOT AVAILABLE

DISTRICT:

WELL PERMIT:

SPECIAL CONDITIONS:

I hereby certify the availability of water service listed above:

\_\_\_\_\_  
AGENT FOR WATER DISTRICT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JEFFERSON COUNTY HEALTH AND ZONING REVIEW

\_\_\_\_\_  
DATE

# Embry Parking Plan: 5 spaces of 18'x9'

## IMPROVEMENT LOCATION CERTIFICATE

ORDERED BY: BONDURANT & ASSOCIATES

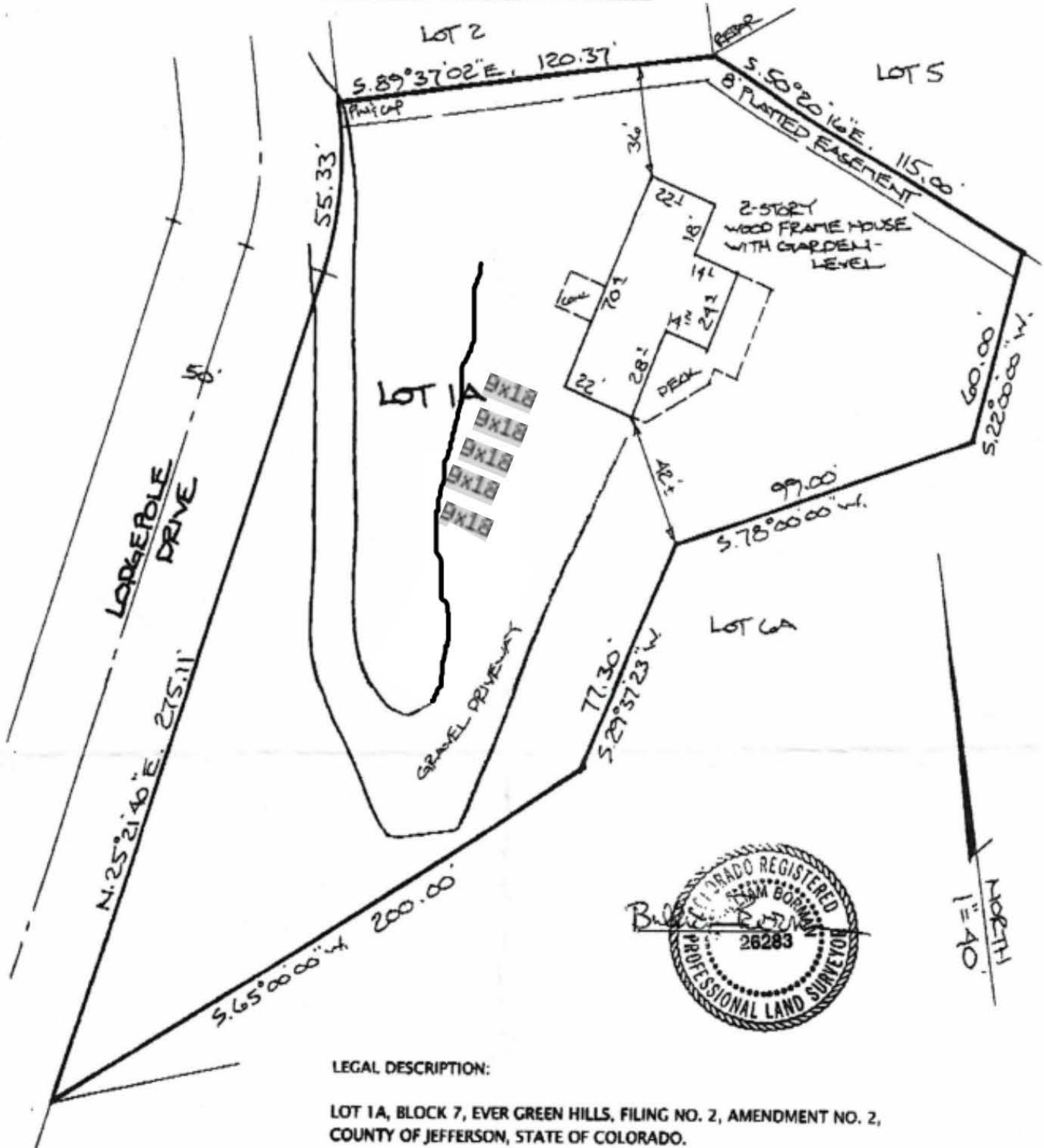
BORROWER: HERMANN/RADIC

TITLE COMM.: TRANSITION THE 60000115

PROPERTY ADDRESS: 32392 LODGEPOLE DR.

JOB NO.: 05-0105

DATE: 1/14/2005



### LEGAL DESCRIPTION:

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

## **Short Term Rental – Our House Rules**

Self-check-in with key pad after 3pm

Check out by 11am

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

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

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

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

Gas heaters and BBQ must be attended when in use.

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

Please use shoes or sandals on deck to avoid splinters.

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

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

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

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

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

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

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

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

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

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

Must climb stairs.

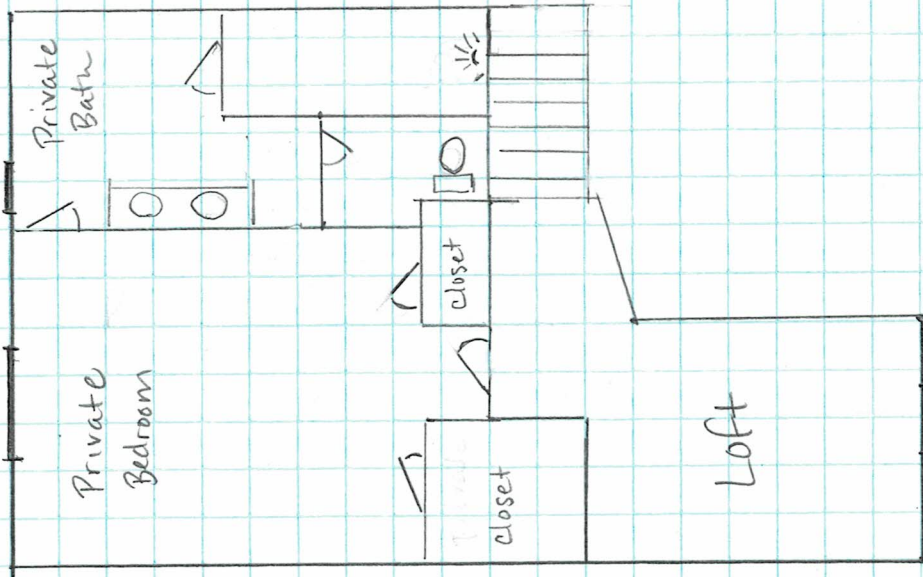
Security Deposit – if you damage home, you may be charged up to \$1000. Charges will apply for missing or taken items from home.

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

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

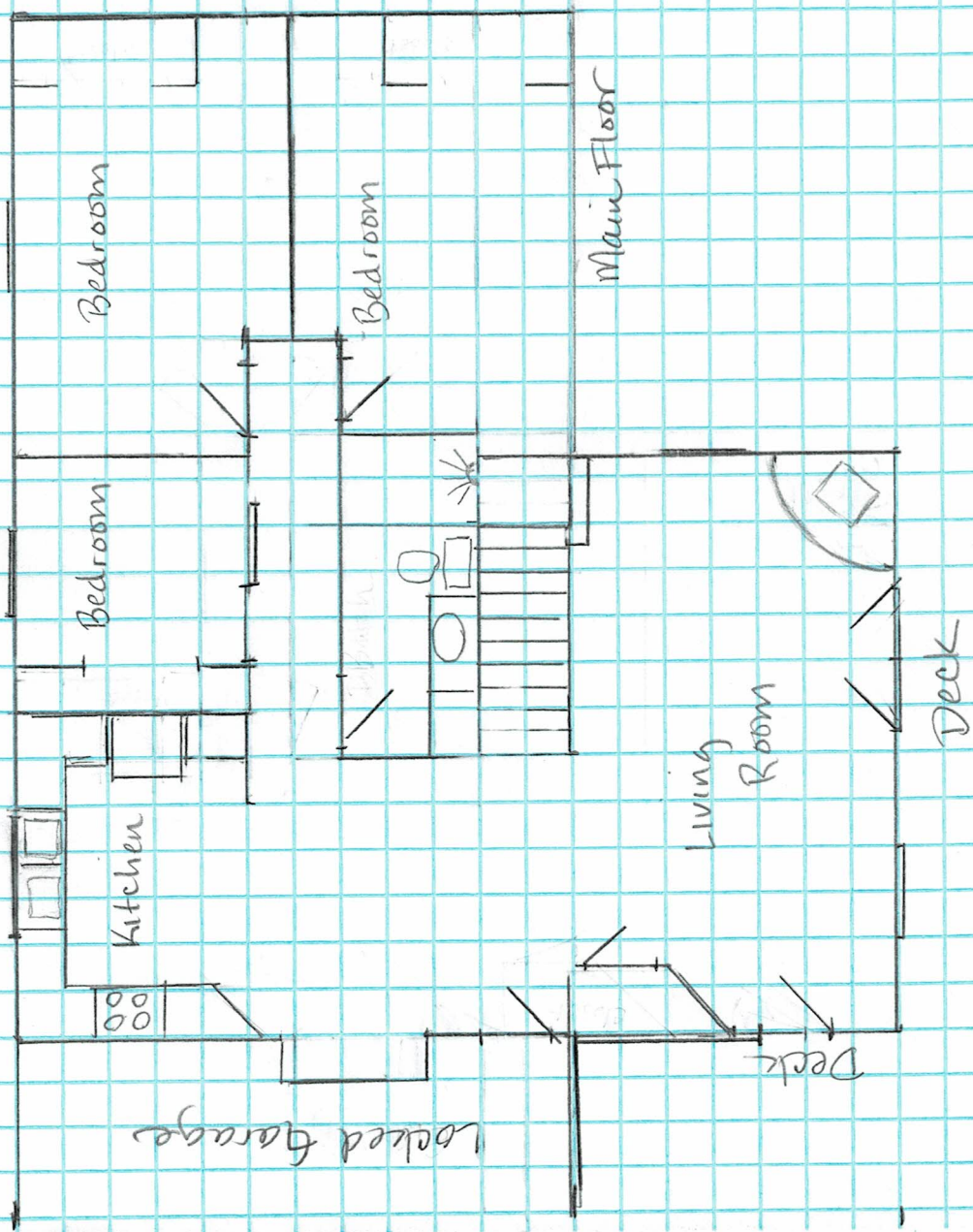


# TOP FLOOR



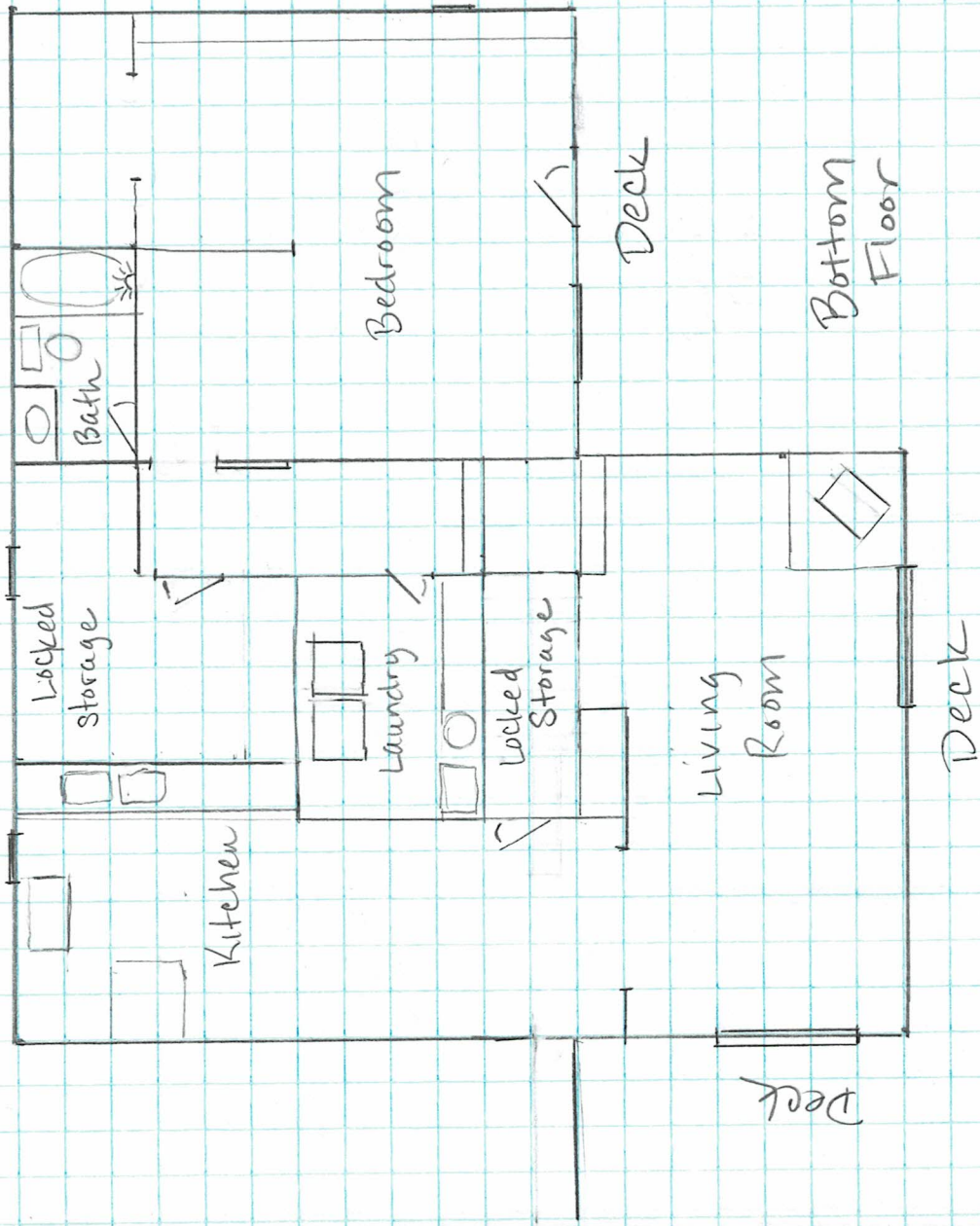
11

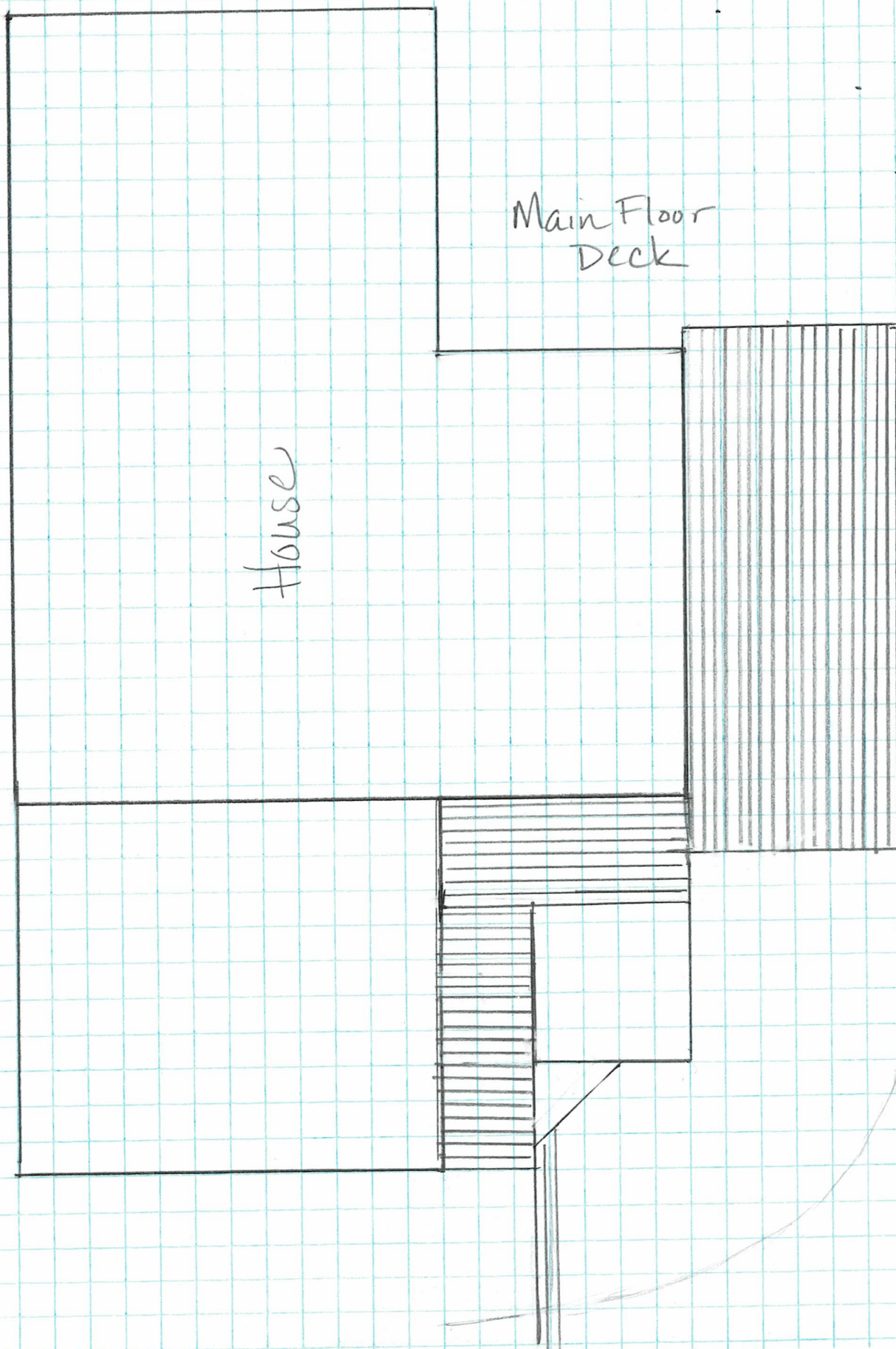
# Main Floor





Downstairs

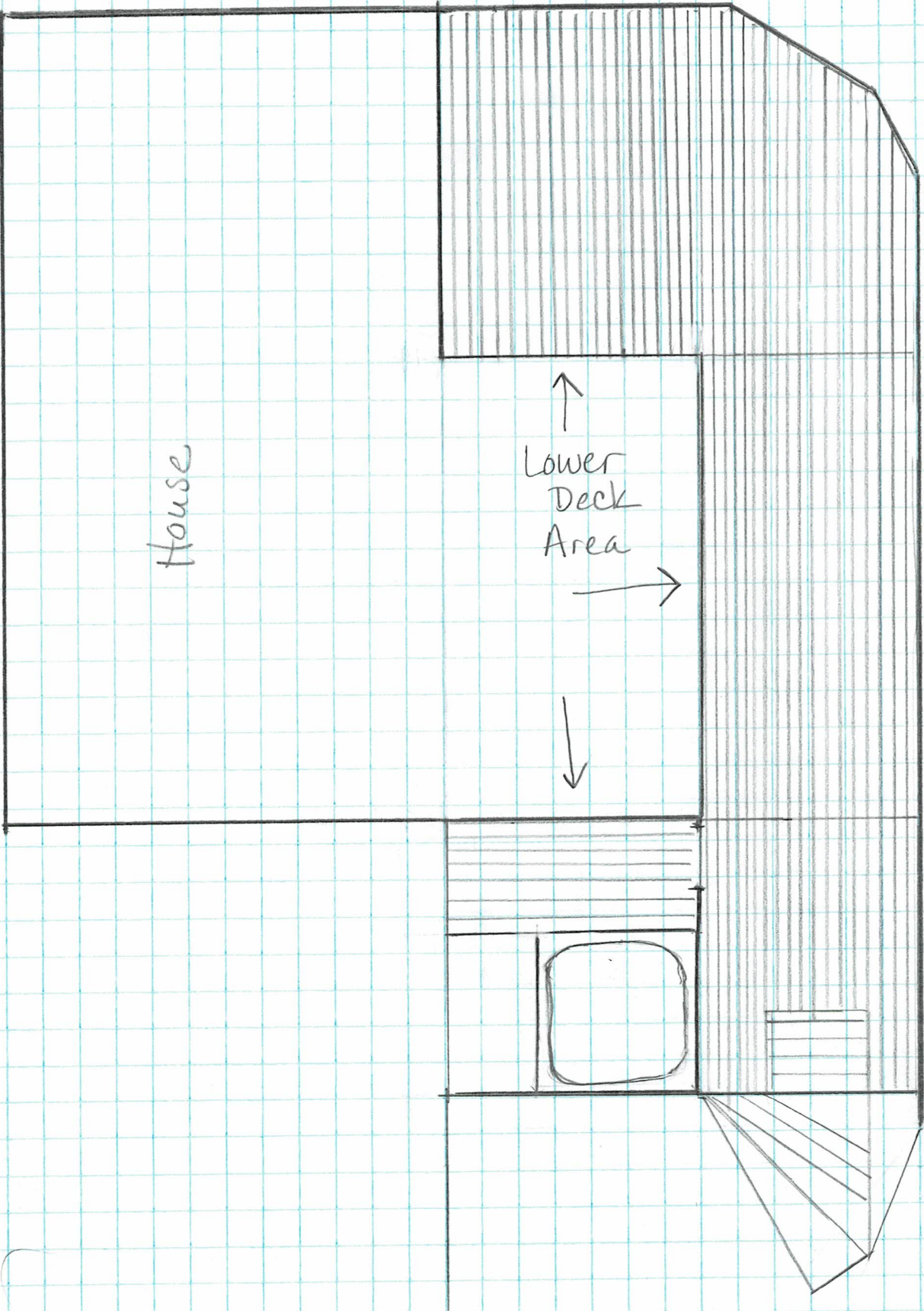




Main Floor  
Deck

House





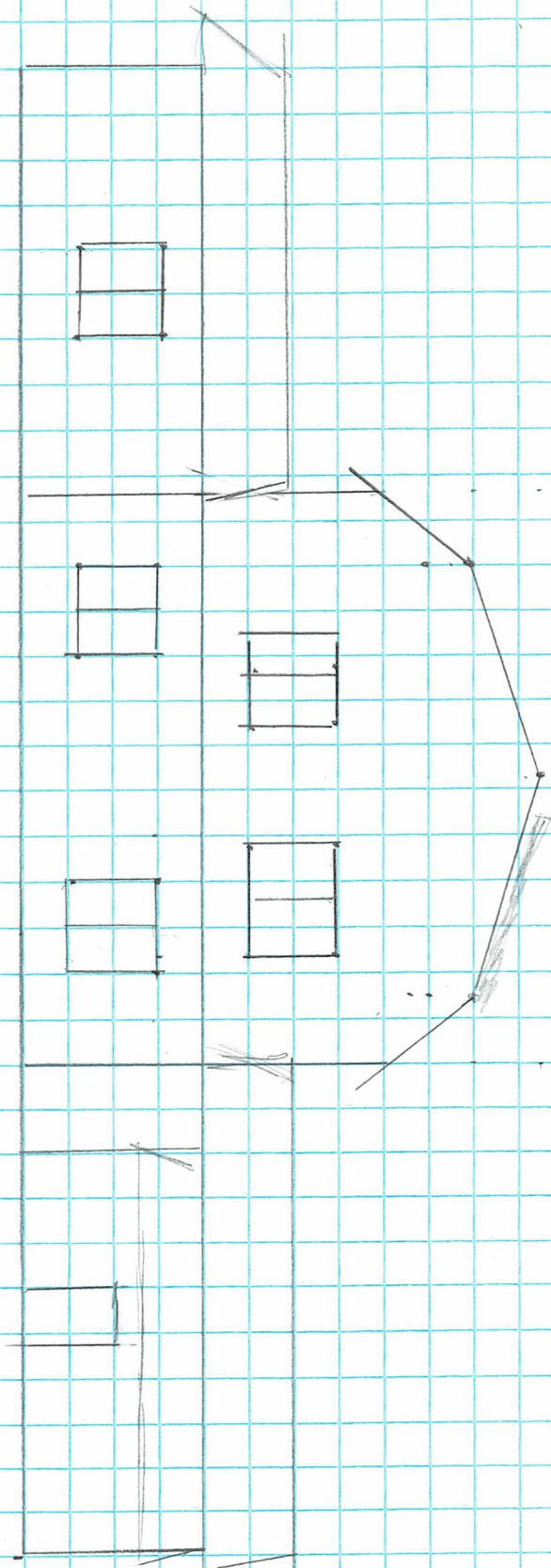
House

↑  
Lower  
Deck  
Area  
→



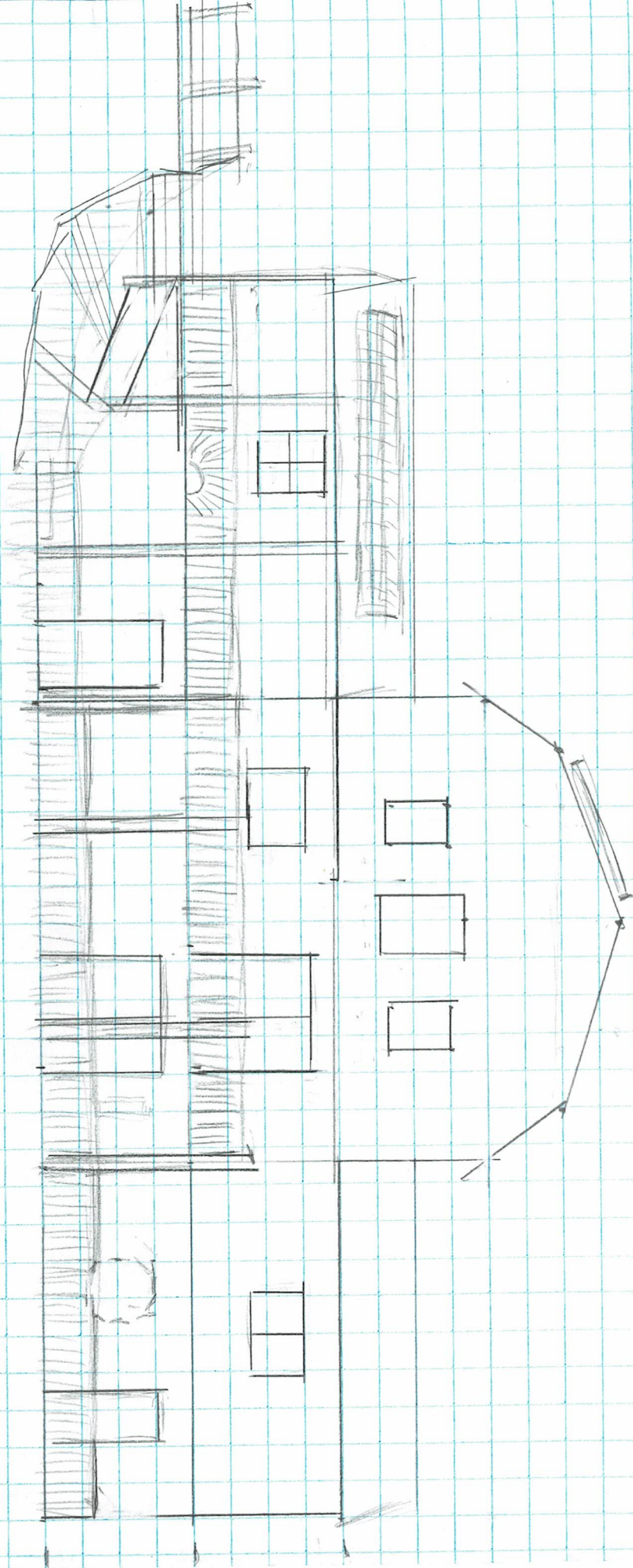


Streetview





Hillside View





# Evergreen Fire/Rescue

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

December 5<sup>th</sup> , 2022

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

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

**Fire Protection Requirements:**

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

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

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

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

Respectfully,

*Rachel Rush*

Rachel Rush  
Fire Marshal  
Evergreen Fire/Rescue



## **Wildland Resources**

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

### **Defensible Space Initial and Final Inspection Report Combined**

**Reference: Permit # 22-126973**

**Date:** October 12, 2022

**To:** Jefferson County, Colorado Planning and Zoning

**From:** Steven W. Deitemeyer, Defensible Space Technician

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

### **Initial and Final Inspection Report Combined**

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

Owners: John and Julie Embry

Address: 32392 Lodgepole Drive  
Evergreen, CO 80439

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

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

### **Fire and Fuel Mitigation Completed**

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

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

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

Respectfully submitted,

/S/ Steven W. Deitemeyer,  
Defensible Space Technician

Recording Requested By:  
Atlas Title Company

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

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

CO-2201-001521

[Space Above This Line For Recording Data]

## DEED OF TRUST

3498459173

MIN 100039034984591737  
VA Case Number: 39-3961419205

### DEFINITIONS

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

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

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Rocket Mortgage, LLC, FKA Quicken Loans, LLC

6634829078

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



q03498459173 0233 424 0117

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

Recording Requested By:  
Atlas Title Company

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

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

CO-22A-001521

[Space Above This Line For Recording Data]

## DEED OF TRUST

3498459173

MIN 100039034984591737  
VA Case Number: 39-3961419205

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated February 3, 2022 ,  
together with all Riders to this document.

(B) "Borrower" is John R. Embry and Julie Embry, as joint tenancy

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Rocket Mortgage, LLC, FKA Quicken Loans, LLC

6634829078

COLORADO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS  
Bankers Systems<sup>SM</sup> VMP<sup>®</sup>  
Wolters Kluwer Financial Services



q03498459173 0233 424 0117

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

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

- (D) "Trustee" is the Public Trustee of Jefferson County, Colorado.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated February 3, 2022. The Note states that Borrower owes Lender Two Hundred Ninety Three Thousand One Hundred Sixty Eight and 00/100 Dollars (U.S. \$ 293,168.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2052.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Items" means those items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.





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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

County  
[Type of Recording Jurisdiction]

of

Jefferson  
[Name of Recording Jurisdiction]

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

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



q03498459173 0233 424 0317

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. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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





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

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

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

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

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



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

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

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

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

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

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



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

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

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


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

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



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

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

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

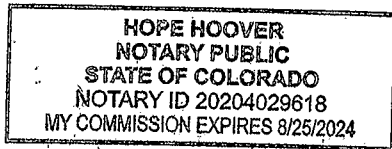
\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

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

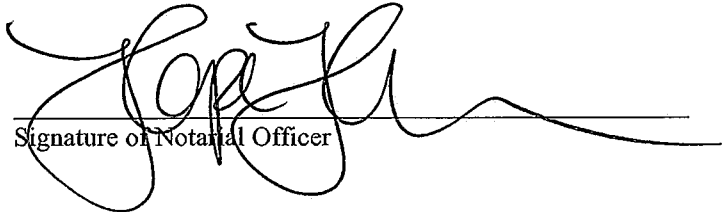
State of Colorado  
County of Jefferson

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



My Commission Expires:

8/25/2024

  
Signature of Notarial Officer

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





MERS MIN: 100039034984591737

3498459173

**VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER**

VA Case Number: 39-3961419205

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

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

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

32392 Lodgepole Dr  
Evergreen, CO 80439-6651  
[Property Address]

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

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



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

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

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

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

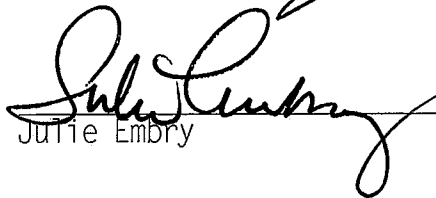
(a) **ASSUMPTION FUNDING FEE:** A fee equal to ( 0.50 %) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the VA. If the assumer fails to pay this fee at the time of transfer, the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

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

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

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

  
John R. Embry 02/03/2022  
-Borrower

  
Julie Embry 02/03/2022  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

*[Sign Original Only]*

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

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

**EXHIBIT A**  
**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

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

APN: 51-304-06-044























