

CASE SUMMARY

CASE SUMMARY
Consent Agenda

PC Hearing Date: April 10, 2024

BCC Hearing Date: April 30, 2024

23-138211 RZ Rezoning

Case Name: 9148 Black Mountain Dr ODP

Owner/Applicant: Bruce A. Casias & Angela J. Engel

Location: 9148 Black Mountain Dr, Conifer
Section 6, Township 6 South, Range 71 West

Approximate Area: 2.70 Acres

Purpose: To rezone from a Planned Development (PD) zone district to a new PD, to allow residential uses based on the Suburban Residential (SR-2) zone district and to allow a reduction in required setbacks.

Case Manager: Alexander Fowlkes

Issues:

- None

Recommendations:

- **Staff:** Recommends APPROVAL

Interested Parties:

- Neighbors

Level of Community Interest: Low

General Location: Northwest of the intersection of County Hwy 73 and Shadow Mountain Drive

Case Manager Information: Phone: 303-271-8719 e-mail: afowlkes@jeffco.us

PC RESOLUTION

It was moved by Commissioner **Carpenter** that the following Resolution be adopted:

BEFORE THE PLANNING COMMISSION
COUNTY OF JEFFERSON
STATE OF COLORADO

April 10, 2024

RESOLUTION

<u>23-138211RZ</u>	Rezoning
Case Name:	9148 Black Mountain Dr ODP
Owner/Applicant:	Bruce A. Casias & Angela J. Engel
Location:	9148 Black Mountain Dr, Conifer Section 6, Township 6 South, Range 71 West
Approximate Area:	2.70 Acres
Purpose:	To rezone from a Planned Development (PD) zone district to a new PD, to allow residential uses based on the Suburban Residential (SR-2) zone district and to allow a reduction in required setbacks.
Case Manager:	Alex Fowlkes

The Jefferson County Planning Commission hereby recommends **APPROVAL**, of the above application, on the basis of the following facts:

1. That the factors upon which this decision is based include evidence and testimony and staff findings presented in this case.
2. The Planning Commission finds that:
 - A. Case The proposed Rezoning from Planned Development (PD) to a PD based on the SR-2 zone district with modified setbacks, is compatible with the existing and allowable residential land uses in the surrounding area.
 - B. The proposal is in general conformance with the Comprehensive Master Plan (CMP). The subject property is within the Conifer/285 Area of the CMP, for which residential land uses are recommended as an Area of Stability. All other applicable goals and policies of the CMP have been met.
 - C. The ability to mitigate the negative impacts of the proposed land use upon the surrounding area have been considered and no negative impacts were identified.
 - D. The subject property is served by the Elk Creek Fire Protection District and the Jefferson County Sheriff's Office, and water and

sanitation services are provided by individual well and septic systems. Existing infrastructure and services are adequate and available to serve the proposed land use.

- E. The proposed Rezoning will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area.

Commissioner **Spencer** seconded the adoption of the foregoing Resolution, and upon a vote of the Planning Commission as follows:

Commissioner	Rogers	aye
Commissioner	Spencer	aye
Commissioner	Becker	aye
Commissioner	Duncan	aye
Commissioner	Bolin	aye
Commissioner	Liles	aye
Commissioner	Messner	aye

The Resolution was adopted by **unanimous** vote of the Planning Commission of the County of Jefferson, State of Colorado.

I, Kimi Schillinger, Executive Secretary for the Jefferson County Planning Commission, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Jefferson County Planning Commission at a regular hearing held in Jefferson County, Colorado, April 10, 2024.



Kimi Schillinger
Executive Secretary

STAFF REPORT

Staff Report Summary

Case Number:
23-138211RZ

Summary of Process

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

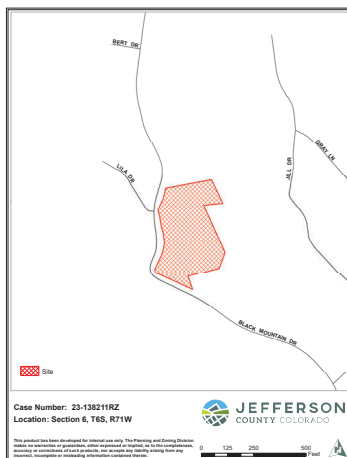
Case Summary

To rezone from a Planned Development (PD) to a Planned Development based on SR-2 to allow for residential usage with limited setbacks

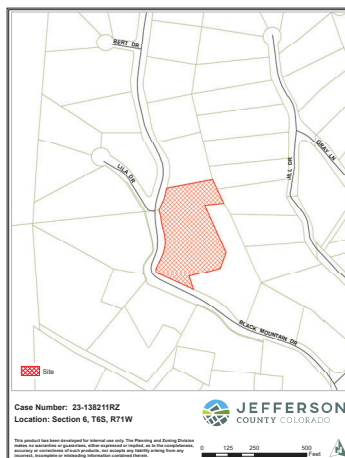
Purpose		9148 BLaack Mountain Dr ODP		Alexander Fowlkes	January 24, 2024
Case Name		Case Manager		Formal Submittal Date	
N/A	Waived	04/10/24	04/30/24	Building Permit	
Pre-Application Date → Community Meeting Date → PC Hearing Date → BCC Hearing Date → Next Process					
Bruce A. Casias & Angela J. Engel					
Applicant/Representative, check if same as owner: <input checked="" type="checkbox"/> Owner					
9148 Black Mountain Dr	Conifer	80433	2.7 Acres	6	6 71
Property Address	City	Zip	Area ≈	Section	Township Range
300211194	Northwest of the intersection of County Hwy 73 and Shadow Mountain Drive				
Pin	General Location				

Land Use and Zoning

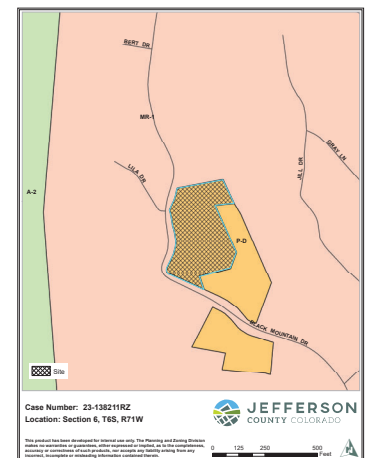
Vicinity



Detail



Surrounding Zoning



Existing Land Use:	Existing Zoning:	CMP Recommended Land Use:	Requested Zoning:
Single Family Residential	PD	Area of Stability	PD
Plan Area: Conifer/285 Corridor Area		Number of citizens at Community Meetings: N/A	
PC Recommendations:		Level of Community Interest: Low	
Key Issues: None			

Criteria for Rezoning:

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

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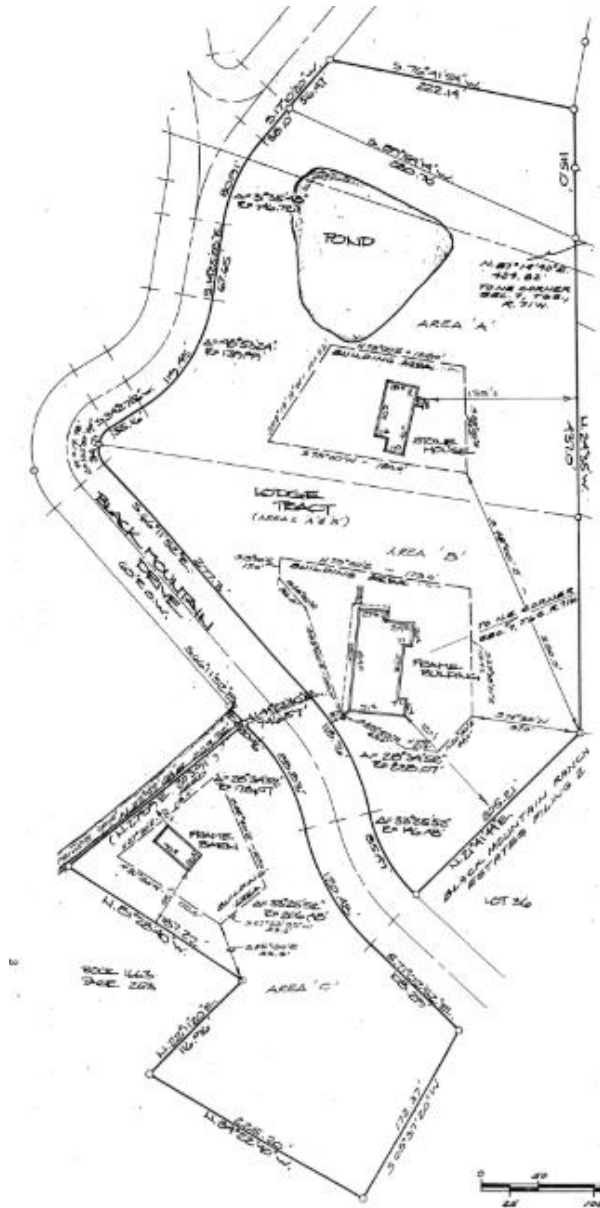
1. SUBJECT REQUEST

The applicant is requesting to Rezone from Planned Development (PD) to a new PD based on the Suburban Residential-Two (SR-2) Zone District. The property is currently Zoned PD and contains portions of Use Area A & B of the Black Mountain Ranch Official Development Plan (ODP). Use Area A allows for a single-family home, while Use Area B allows for multifamily development. Since approval of the current PD, the property has been divided so that the current parcel configuration does not follow the approved Use Area boundaries. This makes it difficult to determine lot and building standards (mainly setbacks), and nearly impossible to build any sort of outbuilding as the new property lines limit the buildable area. The applicant seeks to Rezone to a PD resembling the SR-2 zone district, which more closely matches the size and use of the property. The new PD proposes modified setbacks so that they may build a detached garage closer to where the property takes access from Black Mountain Drive.



Figure 1 Subject Property Boundaries (Approximate)

2. CONTEXT



The subject property is located on Black Mountain Drive, northwest of the intersection of County Hwy 73 and Shadow Mountain Drive. The only structure on the property is a single-family dwelling unit. However, the single-family home appears to have been historically used as a lodge, known as the Black Mountain Guest Ranch. While not officially designated as a historic resource, the Jefferson County Historic Commission states "The Black Mountain Guest Ranch is an important historic building in the Conifer area reflecting 20th century outdoor recreation in the mountains."

The subject property and two others nearby were Rezoned in 1994 to allow for a Single-Family home and accessory uses in the northern portion of the ODP boundary (Use Area A), multifamily development in the southern portion (Use Area B), and Single Family, Agricultural, limited commercial, and recreational uses in the portion across Black Mountain Drive (Use Area C).

The subject property's configuration came to be in 1999 as it was divided into two parcels via warranty deed. These new parcels separated the multifamily structure and the single-family home, but these new property boundaries do not reflect the Use Area boundaries set forth in the ODP. While it is a legal division of land, this division has significantly limited the buildable area on the subject property as the required setback from all property lines is 50 ft.

Figure 2 ODP Use Area Map

3. SURROUNDING ZONING/LAND USE

	Adjacent Zoning	Land Use
North:	Mountain Residential-One (MR-1)	Single-Family Residential
South:	Planned Development (PD) & Mountain Residential-One (MR-1)	ROW, Multi-Family Residential, Single-Family Residential
East:	Mountain Residential-One (MR-1)	Single-Family Residential
West:	Mountain Residential-One (MR-1)	ROW & Single-Family Residential

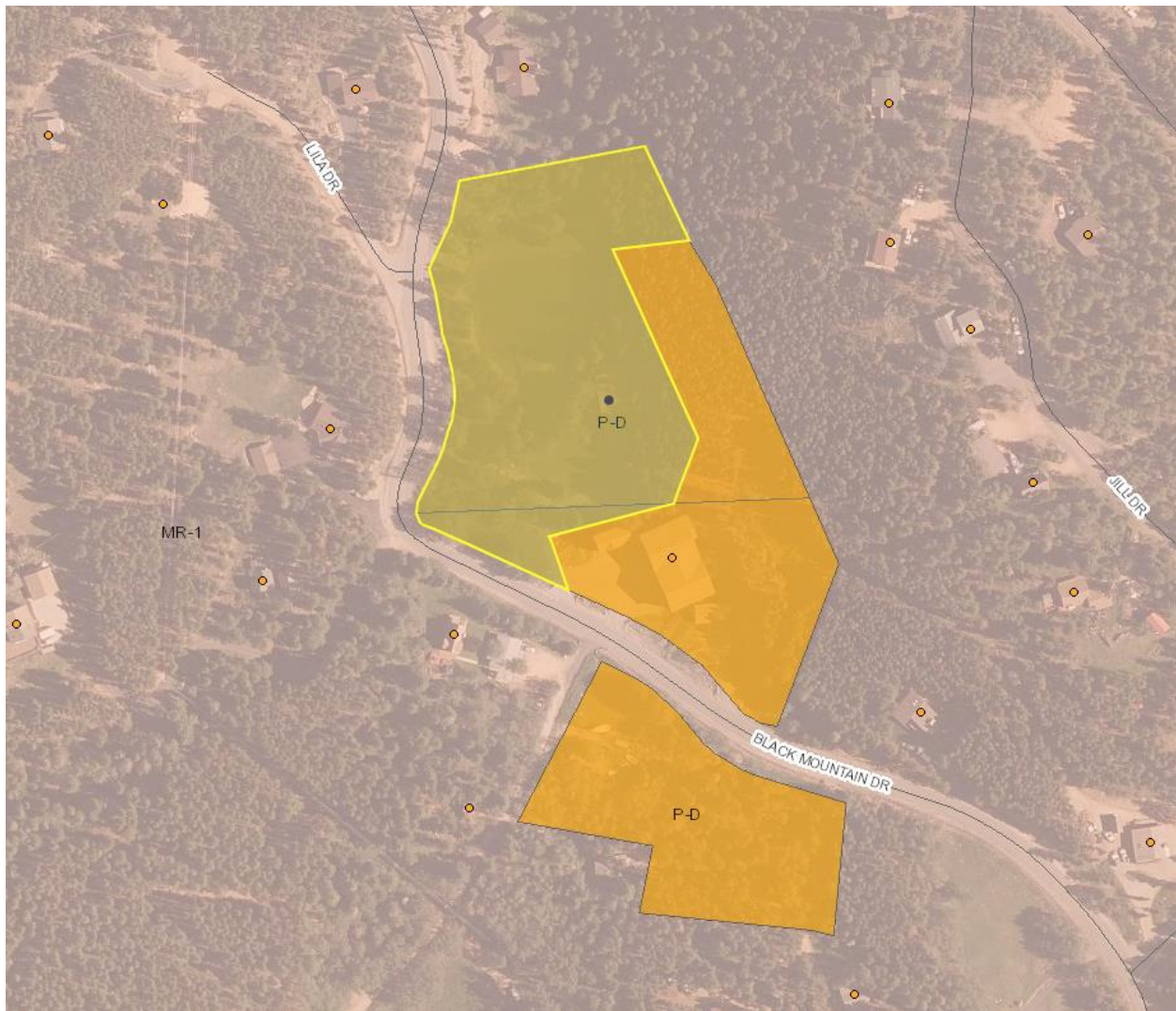


Figure 3 Surrounding Zone Districts

4. SUMMARY OF PROPOSED CHANGES

	Current Zoning	Proposed Zoning
Zone District	Planned Development (Use Areas A & B Black Mountain Ranch ODP)	Planned Development
Permitted Uses	Single-Family Residential, Private Garage, Private Greenhouse, Day Nursery	Single-Family
Setbacks	Front: 50 Ft Side: 50 Ft Rear: 50 Ft	Setbacks Shall follow those Set Forth in Exhibit C (See Figure 4 Below)
Architecture Standards	N/A	New Development must maintain Historic Character of the main building

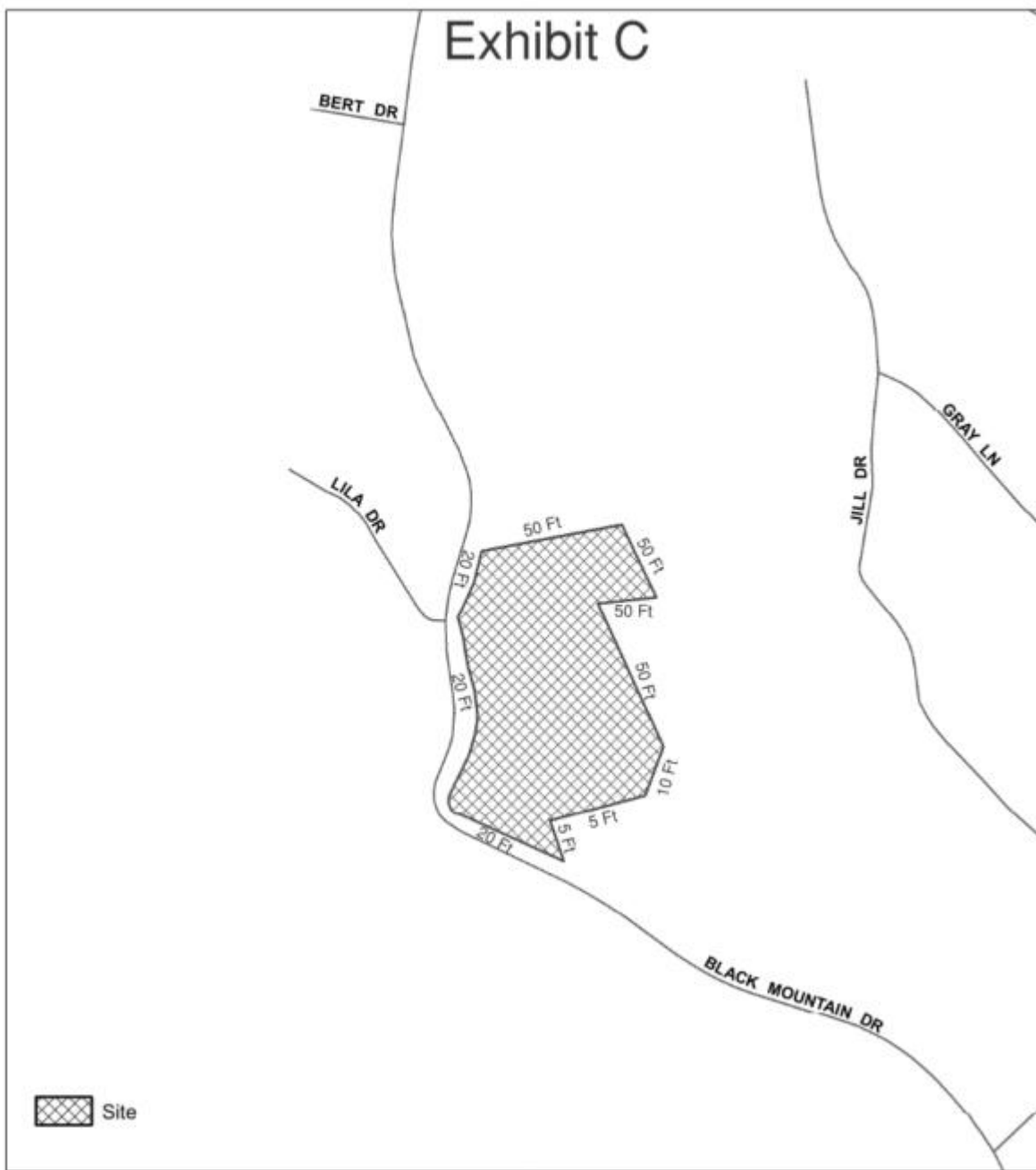


Figure 4 Setback Exhibit to be included in ODP

5. TRANSPORTATION

A transportation analysis was not required with this Rezoning application as it will not result in an increase in traffic. The threshold for a transportation analysis is an increase of at least 50 average daily trips, and this proposal would not allow an additional development that would increase traffic as this property could not be subdivided.

6. CRITERIA FOR DECISIONS FOR REZONING APPLICATIONS

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

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



a. The compatibility with existing and allowable land uses in the surrounding area.

Staff finds that the proposed Rezoning from PD to a new PD based on the SR-2 zone district is compatible with the surrounding area. All surrounding properties are developed with residential land uses on similarly sized lots, and the multifamily development directly to the south of the subject property was once part of the same development, which has operated in harmony since it was constructed in 2005. Furthermore, the applicant has agreed to add a written restriction to their ODP that would ensure any additional development on the property would be architecturally compatible with the historic Black Mountain Guest Ranch, thus helping to preserve community character in the area.

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

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

	Summary	Conforms with CMP? ✓ ○ ✗
Land Use	The CMP discusses the need for a variety of uses to create a vibrant, enduring community. The Plan encourages diverse communities in which to live, work, and enjoy outdoor recreation.	✓
Physical Constraints	The CMP describes physical constraints as those physical features that due to safety concerns may potentially restrict where and how development occurs. Physical Constraints include geologic hazards and constraints, floodplains, wetlands, wildfire, radiation, landfills, abandoned mines, and wildlife habitat	✓

Community Resources	The CMP contains policies that relate to historic structures or sites, scenic corridors, natural features, air quality, light, odor and noise pollution, open space and trails.	
Infrastructure Water and Services	The CMP describes the importance of new developments having adequate Transportation, Water and Wastewater, and Services.	

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

Land Use: This property is located in the Conifer/285 area of the Comprehensive Master Plan. The recommended land use is an Area of Stability, which is a recommendation for areas that are typically residential in nature that should not be further subdivided. The proposed Rezoning to a PD based on the County's SR-2 zone district would conform with this recommended land use because the proposed minimum lot size for a residential single-family unit would be two acres, which would prevent future subdivision of the subject property.

Physical Constraints: There are no concerns over physical restraints as this property does not fall into any geologic hazard districts, there are no floodplains present on the property, and the proposal will not have any added effects on wildlife or wildfire as this would not allow any further residential development. The subject property is within the Wildland Urban Interface Overlay District, and the owners will have to comply with Defensible Space requirements.

Community Resources: The proposal will not have major impacts to air, light, odor, or noise, and no trails or open space will be impacted by the proposal. Even though this is not a recognized historic landmark, the Jefferson County Historic Commission recommends the historic character of the Black Mountain Guest Ranch be preserved. The applicant is addressing this through the written restrictions in the ODP, requiring architectural compatibility with the Black Mountain Guest Ranch. The proposal is in conformance with the Community Resources section of the CMP.

Infrastructure, Water and Services: Existing infrastructure and services are adequate and available to support the proposed Rezoning. The subject property receives fire protection from Elk Creek Fire Protection District. Water and sanitation services are provided by individual well and septic systems. The Jefferson County Sheriff's Office provides law enforcement to the area.

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

Staff has not identified any unmitigated negative impacts that this request could have on the surrounding area. The approval of this Rezoning would not diminish the character or negatively affect the surrounding area because the proposed PD zone district is based on SR-2, a single-family residential zone district. Although the surrounding properties are primarily zoned MR-1, they are of comparable size to the subject property. Additionally, this will not change the existing land use on the property, which has operated in harmony with the surrounding area since it was developed. The requested PD zoning aligns with the character and existing uses of the surrounding properties.

d. The availability of infrastructure and services.

As discussed above, the most intensive possible use under the proposed PD zoning is the existing single-family residence. Staff has determined that adequate infrastructure and services are available to support this proposal. The property is served by Elk Creek Fire Protection District, individual well and septic systems, and Jefferson County Sheriff's Office. Through referral comments, Jefferson County Public Health explained that the existing septic system (a cesspool design) is no longer supported by Jefferson County. However, the applicant has an active Onsite Wastewater permit to upgrade their system to bring it to current Public Health standards. Therefore, Staff has no concerns over the availability of infrastructure and services.

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

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

7. COMMERCIAL MINERAL DEPOSITS

No known commercial mineral deposits exist on the subject property.

8. COMMUNITY MEETING

The Community Meeting requirement was waived by the Director of Planning and Zoning based on the conclusion that the proposal would have minimal impacts to the surrounding area and generate little to no public interest. The correspondence confirming the Community Meeting was waived can be found in the case packet.

9. COMMUNITY/REFERRAL RESPONSES

During the processing of this Rezoning application, Staff received no citizen comments. Several individuals reached out with questions about the Rezoning and were satisfied with the proposal.

10. AGENCY REFERRAL RESPONSES

This application was sent on one referral to 11 Jefferson County Departments & Divisions and 8 external agencies. No Referral agencies expressed concerns about this proposal, and **there are no known outstanding issues with the referral agencies.**

11. NOTIFICATION

Notification of the proposed development was provided in accordance with the Zoning Resolution. Postcards were mailed to all property owners within ¼ of a mile and all registered associations within 2 miles were sent e-mail notifications.

12. POST HEARING REVIEW

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

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

13. SUBSEQUENT PROCESSES

If the Rezoning is approved, prior to construction or alteration of any buildings on the site, the applicant will need to apply for a Building Permit. At which time Planning Staff will review the proposal for conformance with the approved ODP and other applicable sections of the Zoning Resolution.

SUMMARY OF STAFF ANALYSIS AND RECOMMENDATION

Staff's analysis concludes that the proposed Rezoning to a PD based on SR-2 zoning requirements will be compatible with the existing and allowable uses in the area, is in in general conformance with the CMP, will not create negative impacts to the surrounding area, will not negatively impact the health, safety, and welfare of residents or landowners in the surrounding area, and infrastructure and services are in place to support the proposed use. This application meets all Rezoning criteria specified in the Zoning Resolution. Staff has no unresolved issues related to this Rezoning application. Based upon this and the findings below, staff recommends APPROVAL of the proposed Rezoning.

FINDINGS:

Based on the analysis included in this report, staff concludes that the proposal satisfactorily addresses each of the criteria below which the Board of County Commissioners may consider, as detailed in subsection 6 of this staff report.

- 1. The proposed Rezoning from Planned Development (PD) to a PD based on the SR-2 zone district with modified setbacks, is compatible with the existing and allowable residential land uses in the surrounding area.**
- 2. The proposal is in general conformance with the Comprehensive Master Plan (CMP). The subject property is within the Conifer/285 Area of the CMP, for which residential land uses are recommended as an Area of Stability. All other applicable goals and policies of the CMP have been met.**
- 3. The ability to mitigate the negative impacts of the proposed land use upon the surrounding area have been considered and no negative impacts were identified.**
- 4. The subject property is served by the Elk Creek Fire Protection District and the Jefferson County Sheriff's Office, and water and sanitation services are provided by individual well and septic systems. Existing infrastructure and services are adequate and available to serve the proposed land use.**
- 5. The proposed Rezoning will not result in significant impacts to the health, safety, and welfare of the residents and landowners in the surrounding area.**

PLANNING COMMISSION:

Planning Commission Recommendation (Resolution dated April 10, 2024 attached):

Approval	X (7-0)
Approval with Conditions	_____
Denial	_____

The case was scheduled on the Consent agenda of the Planning Commission. As there was no public comments or concerns, the Planning Commission voted unanimously to recommend approval of the Rezoning.

BOARD of COUNTY COMMISSIONERS ACTION:

The Board of County Commissioners is charged with reviewing the request, staff report, and Planning Commission recommendation, receiving testimony and evidence on the application, and approving or denying the request.

COMMENTS PREPARED BY:

Alexander Fowlkes

Alexander Fowlkes

Planner

April 30th, 2024

PROPOSED ZONING

**9148 Black Mountain Dr. Official Development Plan
Rezoning Case #23-138211 RZ**

A. Intent

The purpose of this Rezoning is to rezone from a Planned Development (PD) to a Planned Development based on SR-2 to allow for residential usage with limited setbacks.

B. Written Restrictions

All of the uses and standards of the SR-2 and other applicable sections of the Zoning Resolution shall apply to the property as shown on the graphic attached hereto as Exhibit A and the legal description attached hereto as Exhibit B with the following exceptions:

1. Setbacks

- Setbacks shall follow those set forth in Exhibit C

2. Architecture

- Any additions or modifications to the main structure, and any new development shall be consistent with historic character of the building in terms of material, color, and architecture

APPROVED FOR RECORDING:

This Official Development Plan, titled 9148 Black Mountain Drive Official Development Plan, was approved the _____ day of _____ 2024, by the Board of County Commissioners, of the County of Jefferson, State of Colorado and is approved for recording.

The owner of the property, at the time of approval was: _____

By: Jefferson County Planning and Zoning Director

Signature: _____

Date: _____

Exhibit C

BERT DR

LILA DR

JILL DR

GRAY LN

BLACK MOUNTAIN DR

50 Ft

50 Ft

50 Ft

50 Ft

10 Ft

5 Ft

5 Ft

20 Ft

20 Ft

20 Ft



Site

MAPS

Legal DescriptionStreet Location of Property 9148 Black Mountain Drive

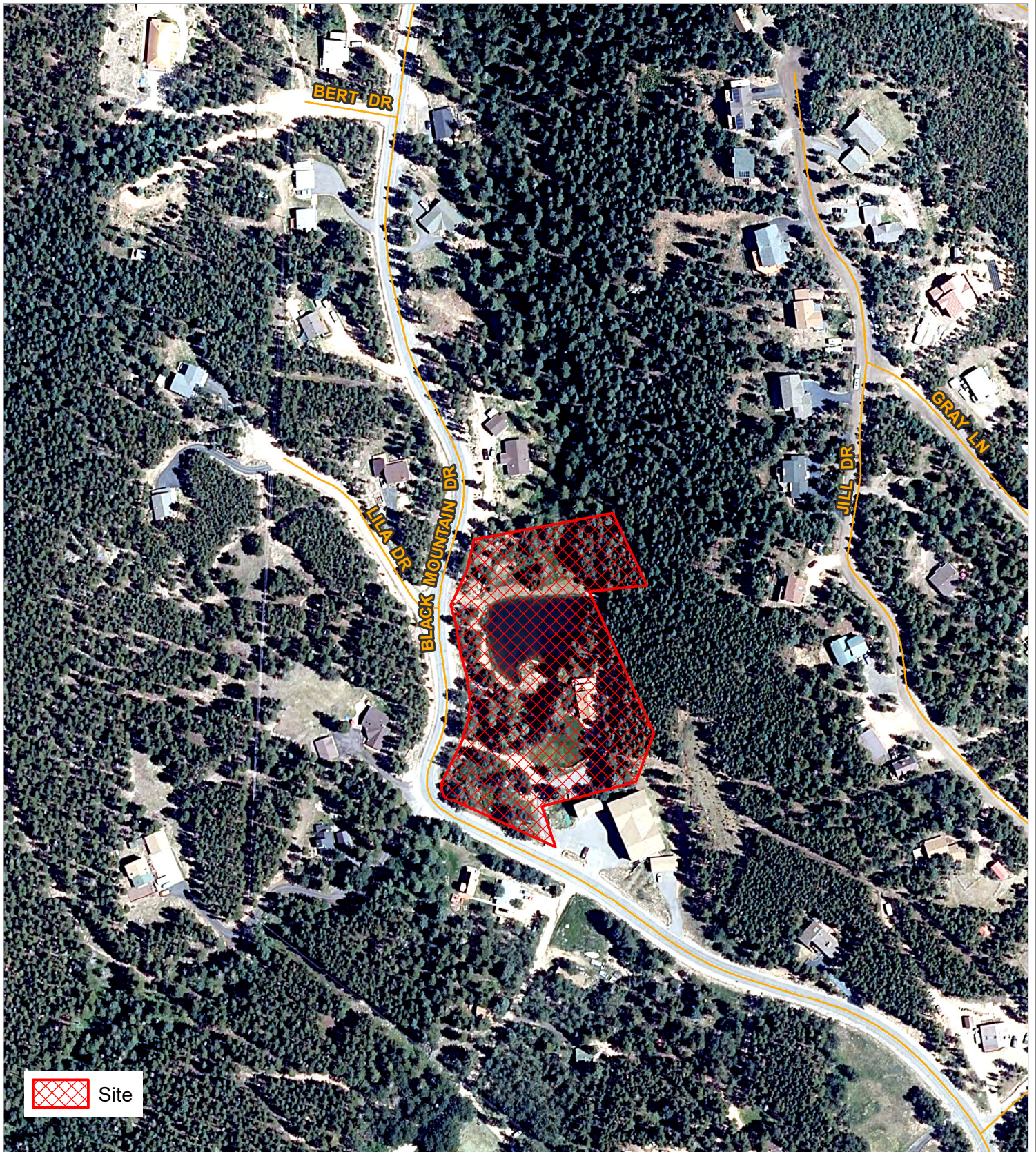
Is there an existing structure at this address?

Yes XNo

Type the legal description and address below.

THAT PORTION OF THE NE 1/4 NE 1/4 OF SECTION 7 AND THE SE1/4 SE1/4 OF SECTION 6 ALL IN TOWNSHIP 6 SOUTH, RANGE 71 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 14 SECONDS WEST, 280.7 FEET TO A POINT ON THE EASTERLY RIGHT AWAY LINE OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W. SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 38.0 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE 31 DEGREES 35 MINUTES 48 SECONDS - RADIUS 146.72 FEET) AN ARC DISTANCE OF 80.91 FEET; THENCE SOUTH 14 DEGREES 25 MINUTES 28 SECONDS EAST, 67.65 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 48 DEGREES 53 MINUTES 24 SECONDS - RADIUS 139.99 FEET) AN ARC DISTANCE OF 119.45 FEET; THENCE SOUTH 34 DEGREES 27 MINUTES 56 SECONDS WEST, 35.16 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 100 DEGREES 39 AND IT'S 48 SECONDS - RADIUS 19.76 FEET) AND ARC DISTANCE OF 34.71 FEET; THENCE SOUTH 66 DEGREES 11 MINUTES 52 SECONDS EAST, 277.3 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 28 DEGREES 34 SECONDS 52 SECONDS - RADIUS 238.07 FEET) AN ARC DISTANCE OF 118.76 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 33 DEGREES 25 MINUTES 52 SECONDS - RADIUS 146.48 FEET) AN ARC DISTANCE OF 85.47 FEET; THENCE LEAVING THE SAID R.O.W., NORTH 21 DEGREES 41 MINUTES 44 SECONDS E 205.21 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 437.00 FEET TO THE POINT OF BEGINNING TOGETHER WITH TRACT B OF BLACK MOUNTAIN RANCH ESTATES FILING NO. 2, BEING FURTHER DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF THE SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 115.0 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES 54 SECONDS W 222.14 FEET TO A POINT ON THE EASTERLY R.O.W. OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W., SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 56.47 FEET; THENCE LEAVING THE SAID R.O.W., NORTH 89 DEGREES 54 MINUTES 14 SECONDS EAST, 280.70 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF JEFFERSON, STATE OF COLORADO.

Section 6 Township 6 S. Range 71 WCalculated Acreage 2.70 Acres Checked by: Kendell CourtAddress Assigned (or verified): 9148 Black Mountain Drive



Case Number: 23-138211RZ
Location: Section 6, T6S, R71W

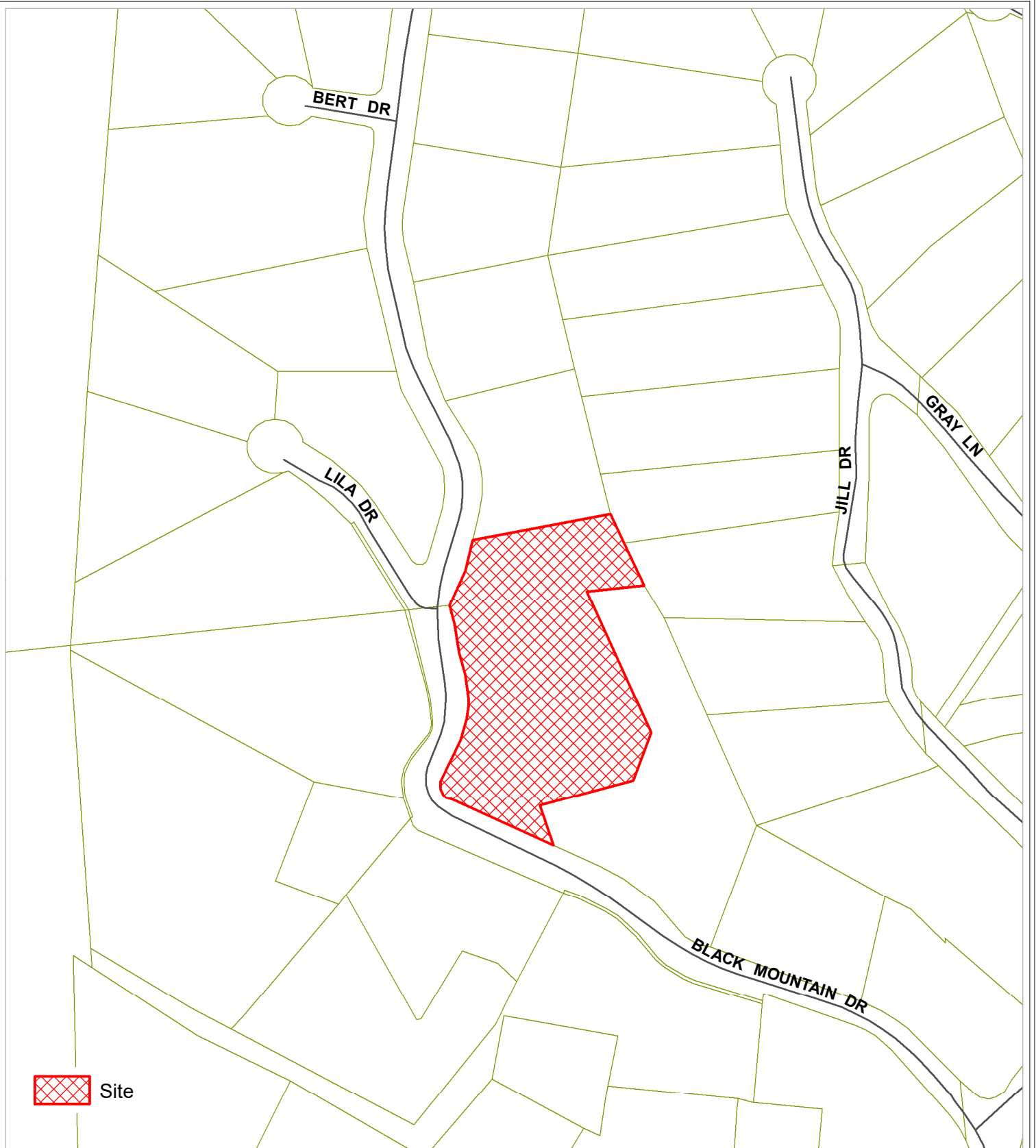


JEFFERSON
COUNTY COLORADO

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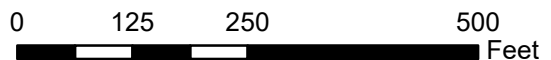


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BERT DR

LILA DR

JILL DR

GRAY LN

BLACK MOUNTAIN DR



Site

Case Number: 23-138211RZ

Location: Section 6, T6S, R71W

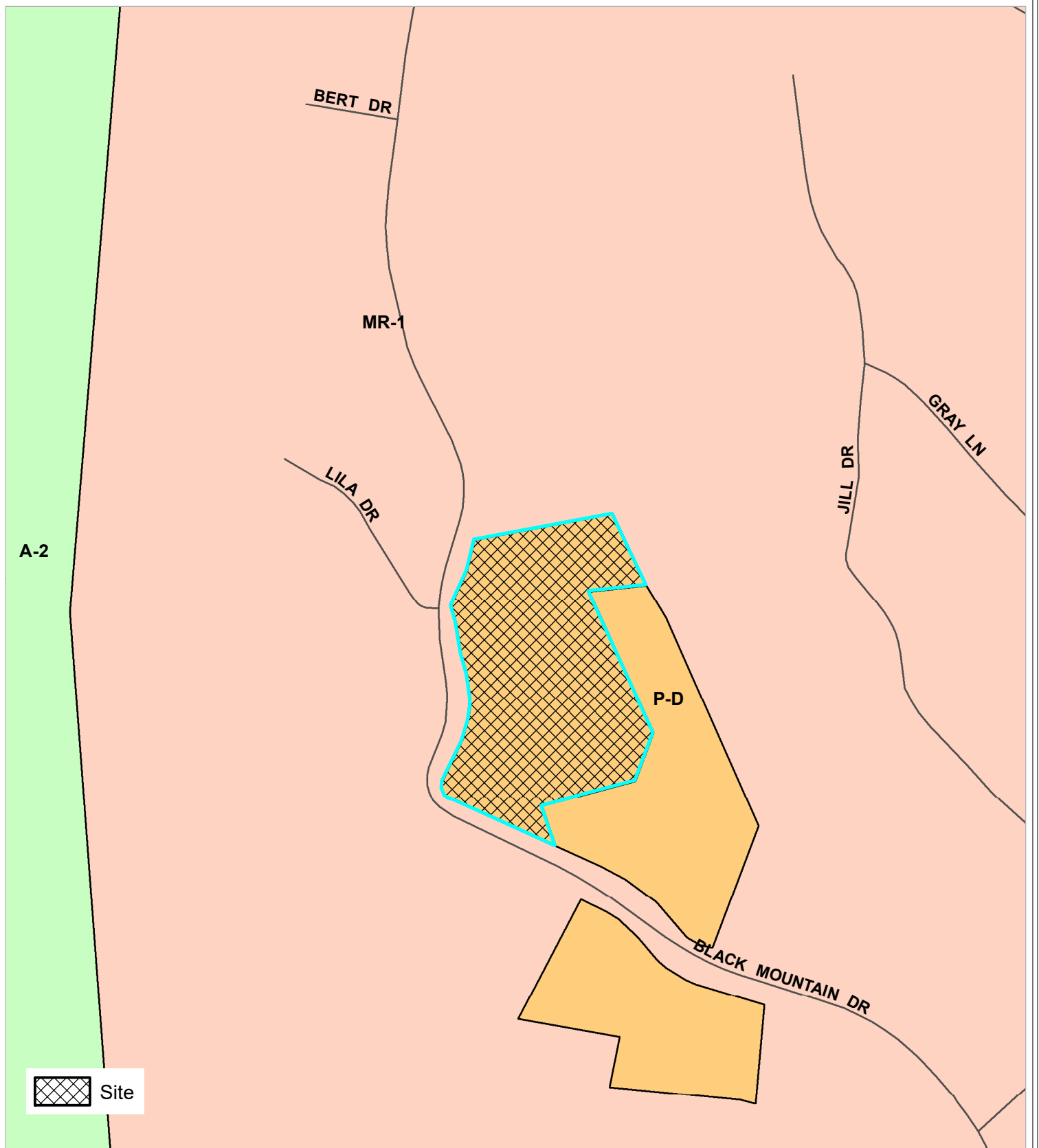


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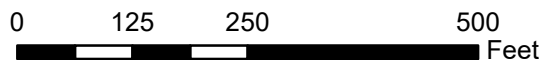


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Location: Section 6, T6S, R71W



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COMMUNITY MEETING SUMMARY

Alexander Fowlkes

From: Chris OKeefe
Sent: Tuesday, December 26, 2023 10:01 AM
To: Russell Clark
Cc: Alexander Fowlkes; Nick Nelson
Subject: RE: Request to waive CMT for 9148 Black Mountain Dr

Follow Up Flag: Follow up
Flag Status: Completed

Thanks for providing this background, Russ.

Based on the details of the request and the fact that the only differences between the requested PD and the SR-2 are with the setbacks and the neighbor has already agreed to the proposed setbacks, I hereby waive the community meeting requirement for this rezoning.

Let me know if you need additional information.

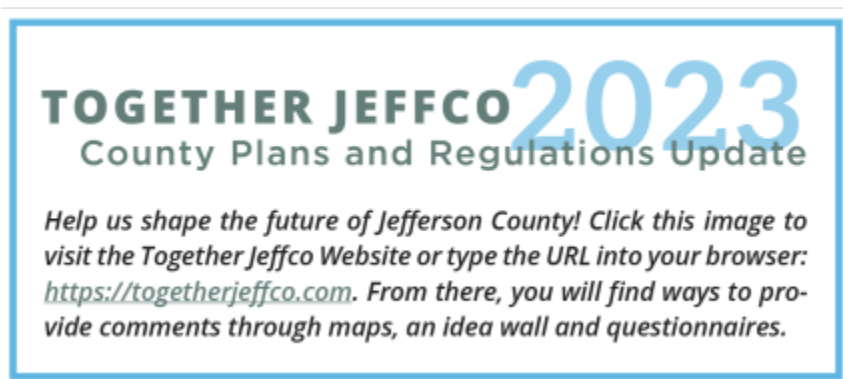
Thanks,
Chris

Chris O'Keefe, AICP
(he, him, his)

Planning and Zoning Director
Jefferson County

o 303-271-8713

cokeefe@jeffco.us | Find us on the web: planning.jeffco.us



We encourage scheduling an appointment to see staff during our office hours Monday - Thursday. Please schedule [appointments](#) and submit [applications](#) online. Go to planning.jeffco.us for more information.



From: Russell Clark <rclark@co.jefferson.co.us>
Sent: Tuesday, December 26, 2023 9:57 AM
To: Chris OKeefe <cokeefe@co.jefferson.co.us>
Cc: Alexander Fowlkes <afowlkes@co.jefferson.co.us>; Nick Nelson <nnelson@co.jefferson.co.us>
Subject: Request to waive CMT for 9148 Black Mountain Dr

Chris,

The owner of 9148 Black Mountain Dr is requesting to waive the CMT prior to applying for a rezoning. The rezoning would be from PD to a new PD. The current property is in two separate use areas of an ODP and the proposed ODP would follow SR-2 (2-acre min lot size, 35-foot height limit), with modified setbacks to accommodate the existing house and a future detached garage. The SR-2 zoning requires a 50-foot setback on all sides, but the proposed ODP would have a reduced side setback of 30-40 feet due to the location of the existing house and a 5-foot proposed setback on the southern side to allow a future detached garage.

The owner of the adjacent lot to which both proposed setbacks would impact has spoken to the owner of 9148 Black Mountain and signed a letter saying they are aware of the proposed rezoning, and the reduced setbacks (specifically stated in the letter as a 5-foot setback). Further, they are in support of the rezoning.

For context, the surrounding properties are all zoned MR-1, which has a 17,400 sf min lot size, a 45-foot height limit and setbacks of 30 ft (front), 20 ft (side and rear).

I support the request to waive the CMT, as the purpose of the CMT is to 'inform the public of a possible land use change', and this proposed rezoning will not change the base land use, only the setbacks for a future garage – which the applicant has submitted a letter of support from.

Please let Alex and I know if you would be inclined to waive the CMT for this rezoning.

-Russ

REFERRAL COMMENTS

Memorandum

To: Alex Fowlkes
Planner

From: Patrick O'Connell
Engineering Geologist

Date: February 12, 2024

Re: 9148 Black Mountain Drive, Case No. 23-138211RZ

I have reviewed the submitted documents for the subject project. I have the following comments:

1. The site is not located in a geologic hazard area, and geologic and geotechnical reports are not required at the time of the rezoning.
2. The property is located within the Mountain Ground Water Overlay District. However, since the structure is existing and this rezoning application would not change the amount of water used, or type of well permit, the restrictions of the MGWOD would not apply.

MEMO

TO: Alexander Fowlkes
Jefferson County Planning and Zoning Division

FROM: Tracy Volkman
Jefferson County Environmental Health Services Division

DATE: February 1, 2024

SUBJECT: Case #23-138211 RZ
Angela Engel
9148 Black Mountain Dr

Based on Jefferson County Public Health's review, we think the rezoning can be approved with the following conditions recorded in the Official Development Plan:

- A compliant OWTS must be installed.
- The proposed garage must meet all setback requirements from the compliant OWTS components in accordance with the Jefferson County Onsite Wastewater Regulations.

PROPOSAL SUMMARY

Rezoning from Planned Development (PD) to a new Planned Development (PD) Zoning.

COMMENTS

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

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

REZONING REQUIREMENTS (Private Well & OWTS)

✓	Date Reviewed	Required Documentation/Actions	Refer to Sections
✓	01/30/2024	Submit a notarized Environmental Questionnaire and Disclosure Statement in accordance with the Jefferson County Zoning Resolution and Land Development Regulation (LDR) Section 30.	Environmental Site Assessment

WATER SUPPLY (LDR 21)

The Jefferson County Zoning Resolution (Section 9 C.21) and the Land Development Regulation (LDR) Section 21.B.2.a (1) requires proof of legal water, such documentation may include, but is not limited to, a copy of the well permit or water court decree. The Colorado Division of Water

Resources (CDWR) is the governing authority for wells. As such, the applicant should contact the Colorado Division of Water Resources at 303.866.3581 who will determine if the applicant has a legal right to the water supply.

Water Dependability

JCPH advises all parties to note that the long-term dependability of any water supply in Colorado, be it surface water, ground water, or a combination of surface water and ground water, cannot be guaranteed. All ground water and surface water supplies are subject to fluctuations in precipitation. During periods of drought, it will be necessary to carefully manage all uses of water so that the basic water supply needs for human health can be met.

WASTEWATER

9148 Black Mountain Drive

According to our records, 9148 Black Mountain Drive does not currently have a compliant onsite wastewater treatment system installed that serves the 4-bedroom single-family dwelling. The single-family dwelling is served by a cesspool, which is prohibited in Jefferson County.

JCPH has records of a repair permit that was issued on November 7, 2023 for the installation of a higher-level treatment OWTS to serve a 4-bedroom single family dwelling (Permit # 23-130250 HLT OW). The OWTS repair permit expires on November 6, 2024, and has not been installed to date. As such we request the following:

The rezoning be approved with the following conditions recorded in the Official Development Plan:

- A compliant OWTS must be installed.
- The proposed garage must meet all setback requirements from the compliant OWTS components in accordance with the Jefferson County Onsite Wastewater Regulations.

NOISE

The Colorado Revised Statutes (Sections 25-12-101 through 108) stipulate that maximum residential noise levels must comply with the following 25 feet from the property line:

- 55dB(A) between 7:00 a.m. and 7:00 p.m.
- 50dB(A) at all other times.

Colorado Revised Statute 25-12-103 classifies noise that exceeds the maximum permissible noise level as a public nuisance, which is a civil matter between the property owner and the complainant. Please note: JCPH and the Colorado Department of Public Health and Environment do not enforce noise complaint nuisances.

ENVIRONMENTAL ASSESSMENT (LDR 31)

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

Should stained or discolored soil or contaminated groundwater be encountered during construction and excavation of this area, the contractor must cease operations and contact a professional engineer licensed in Colorado or equivalent expert to further evaluate the soil and/or

groundwater conditions, the nature and extent of the contamination, and determine the proper remediation and disposal of the contaminated material. The contractor must contact the CDPHE, Hazardous Materials and Waste Management Division at 303.692.3320.

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



Boards and Commissions
Historical Commission

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

February 14, 2024

Dear Tugce,

The Historical Preservation and Landmarks Committee of the Jefferson County Historical Commission (JCHC) has reviewed *Rezoning 9148 Black Mountain Dr (Case #23-138211 RZ)*. The attached memo contains more details about the review. No further review is needed. JCHC has the following recommendation:

Recommendation 1. The addition of a detached garage should be sensitive to the historic and architectural nature of the residence and its mountain landscape.

Please forward our review and recommendation to the case manager.

Sincerely Yours,

//s// Dan Haas, Richard Scudder

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

Attachment: JCHC Memo

JEFFERSON

COUNTY COLORADO

Boards and Commissions

Historical Commission

Memorandum

February 14, 2024

Rezoning 9148 Black Mountain Dr (Case #23-138211 RZ)

Project:

A rezoning from Planned Development (PD) to a new Planned Development (PD) to allow for the future addition of a detached garage.

Resources near the Project Area: (T6S, R71W Sec 6; SE1/4, Sec 7, NE1/4)

Numerous recreation cabins (1947-1955) associated with the Cub Creek Summer Home Group located on National Forest land are identified northwest of the project area in Section 6. These cabins are not considered eligible as a National Register District because the majority of the cabins were built outside of the period of historic significance for the recreation residence movement.

Resources in the Project Area:

No cultural resource sites are formally recorded in COMPASS (The State of Colorado's Online Cultural Resources and Paleontological Database). The Jefferson County Assessor Property Records identify a historic building:

AIN / Parcel ID: 61-064-99-003

Single Family, 2 story, built 1927: The realty advertisement describes it as an iconic piece of Conifer/Evergreen history known as Black Mountain Guest Ranch dating back to 1915 that offered relaxation to Denverites retreating to this rustic mountain landscape. The "Stone Lodge House" is built of pink granite and white quartz (For the Love of Old Houses Facebook, July 24, 2023). In the mid-1900s, the Evergreen Chamber of Commerce touted the towns outdoor recreation, including trail riding, rodeo, ice skating, and hiking. Resorts and small guest ranch hotels included the Black Mountain Guest Ranch..." (Norman 2002: 86)

Project Determination of Effect: None provided

Mitigation Measures: None provided

Other Information:

This property is within the Area of Stability (AOS) of the Conifer Area Plan of the Comprehensive Master Plan (CMP), and no historic resources are identified on this property.

Jefferson County Historical Commission Conclusion and Recommendation:

The Black Mountain Guest Ranch is an important historic building in the Conifer area reflecting 20th century outdoor recreation in the mountains. This building has not been formally recorded or evaluated for significance. The application does not include any changes to this building, but does allow for the future addition of a detached garage. No further review is needed. JCHC has the following recommendation:

Recommendation 1. The addition of a detached garage should be sensitive to the historic and architectural nature of the residence and its mountain landscape.

NOTIFICATION SUMMARY

+

PUBLIC / HOA COMMENTS

Case Number 23-138211RZ

As a requirement of the Jefferson County Zoning Resolution, the following Level 1 notification was provided for this proposal.

1. Notification of this proposed development was mailed to property owners within a 1/4 mile radius of the site and Registered Associations located within a two mile radius of the site.

These radii are shown on the maps below. The initial notification was mailed at the time of the first referral. Additional notification was mailed 14 days prior to the Planning Commission Hearing identifying the scheduled hearings dates for both the Planning Commission and the Board of County Commissioners.

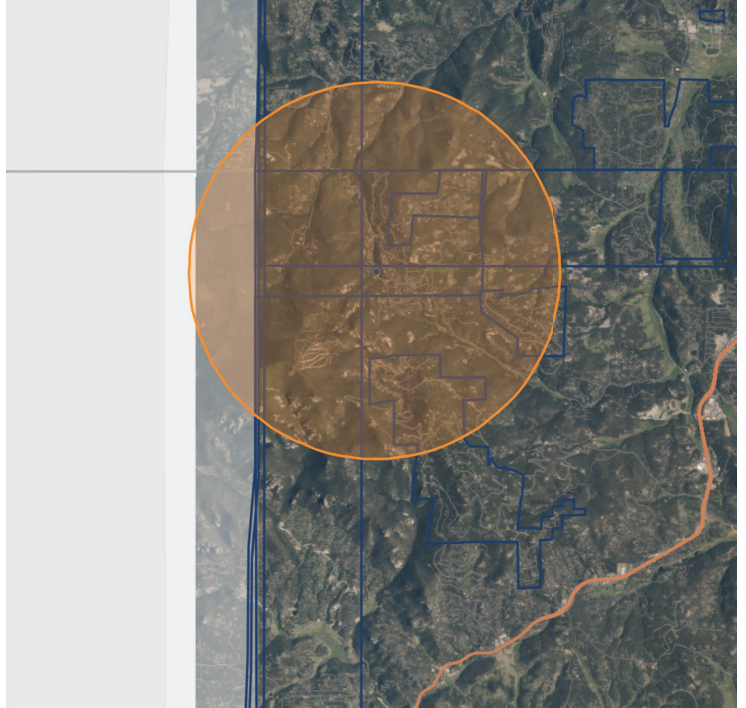
2. Sign(s), identifying the dates of the hearings before both the Planning Commission and the Board of County Commissioners, were provided to the applicant for posting on the site. The sign(s) were provided to the applicant with instructions that the site be posted 14 days prior to the Planning Commission Hearing.
3. Notification of the hearings before the Planning Commission and the Board of County Commissioners was published in the West Jeffco Hub.

Lists of the specific property owners and registered associations that received notification are attached to this summary.

Property Owners



Registered Associations



From the Jefferson County Assessor's Office
 Home Owners Associations within 2 miles of 61-064-99-003

Subject Properties

Owner AIN/Parcel PIN/Schedule Mail Address Property Address

CASIAS BR 61-064-99-03002111949148 BLAC 09148 BLACK MOUNTAIN DR , CONIFER, CO 80433

8 HOA within 2 miles of subject properties

HOA Name	Contact	Address	Phone 1	Phone 2	Email Address	License	Comments
BERRIEN R/ 815579	C/O RHEA S	28164 TRE	303674212	303674394	rjcs@att.ne		Last Update
CONIFER AI 757457	PETER BARI	19009 PLE	303697552		telebark@r	AOI	Last Update
Conifer & S 993103	c/o Chuck	18868 Willia	303674394		cosecc.co@		Updated 7/
Conifer Mo 991016		29281 Mar	303570799		tomjunker	HOA	Last Update
EVERGREEN 757321		PO Box 222	303674315	720484901	secretary@AOI		Last Update
JEFFERSON 757337			303817481		franevers@AOI		Last Update
PLAN JEFFC 984263	C/O MICHE	24396 COD	303526134	720839433	mpoolet@		Last update
RISE-UP 993008		31328 King	303145667	13303601420	sharon.m.w		Last Update

HOA	Hearing De	Board 1	Board 2	Board 3	Board 4	Board 5	Website	Area
N	Various-	deco-chair	Rhco-chair	An				EVERGREEN
Y	ALL BOARD	Shirley Johr		Kay Thelen	Suzy Nelson	Angela Bas	www.conif	S JEFFCO
N	Chuck New	Neil White	Joe Wienar	Charles F. (Anne Wilh	Neil White	https://ww	
Y	THOMAS JLD	Dave Jacks	Ed Vaclavic	Nancy Rich	Kent Wagn		www.conif	
Y	Peter Dunb	Peter Dunb	Simone Me	Sue Marine	Sue Shrade	Shanon Sq	emha.us	EVERGREEN
N	ANY BOAR	Don McDo	Barb Suggs	Andrea Ras	Andrea Ras	Terry Liekh	jeffcohorse	ALL AREAS
N	MICHELLE F	John Litz	Peter Mora	Michelle Pc	Peter Mora	John Litz, B	www.planj	
N	Sharon Wo	Gary Barret						

Owner	Mail Address	Mail Loc
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BLACK MOUNTAIN POWDER CLUB LLC	91 BUCKTHORN DR	LITTLETON, CO

From the Jefferson County Assessor's Office
 Home Owners Associations within 2 miles of 61-064-99-003

Subject Properties

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Y	THOMAS JLD	Dave Jacks	Ed Vaclavic	Nancy Rich	Kent Wagn		www.conif	
Y	Peter Dunb	Peter Dunb	Simone Me	Sue Marine	Sue Shrade	Shanon Sq	emha.us	EVERGREEN
N	ANY BOAR	Don McDo	Barb Suggs	Andrea Ras	Andrea Ras	Terry Liekh	jeffcohorse	ALL AREAS
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ARAPAHOE NATIONAL FOREST	PO BOX 3307	IDAHO SPRINGS, CO
BLACK MOUNTAIN POWDER CLUB LLC	91 BUCKTHORN DR	LITTLETON, CO

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

City and County of Denver)
State of Colorado)
)

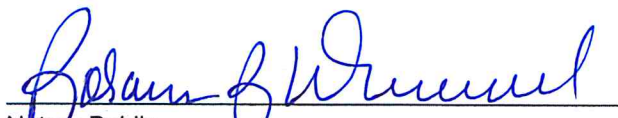
The undersigned **Nicole Maestas**
being first duly sworn under oath, states
and affirms as follows:

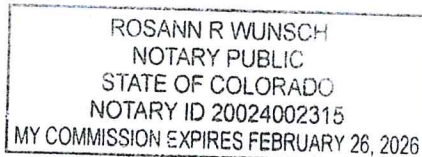
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without interruption for at least
fifty-two weeks in Denver County
and meet the legal requisites for a legal
newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto
is a true copy, published in Your Hub
for West Jeffco (including the counties
of Jefferson, Arapahoe, Arvada, Denver, Lakewood, Gilpin,
Clear Creek, and Westminster) on the following date(s):

____ April 11, 2024 ____


Signature

Subscribed and sworn to before me this
12 day of ____April____, 2024.


Notary Public



NOTICE OF PUBLIC HEARINGS FOR REZONING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of the County of Jefferson, State of Colorado will hold a hybrid (in-person and online virtual) public hearing on a proposed rezoning of certain property within Jefferson County, Colorado. The public hearing will be held at the Jefferson County Administration and Courts Facility, Hearing Room 1, at 100 Jefferson County Parkway, Golden, Colorado, on April 30, 2024 at 9:00 a.m. with the virtual hearing link being available on the County's website at <https://www.jeffco.us/meetings>.

FURTHER NOTICE IS HEREBY GIVEN that said public hearings may be continued from time to time without further notice.

Said proposed rezoning is Case No. 23-138211RZ/9148 Black Mountain Dr ODP, which proposes to rezone from a Planned Development (PD) zone district to a new PD, to allow residential uses based on the Suburban Residential (SR-2) zone district and to allow a reduction in required setbacks.

Said property is located at: 9148 Black Mountain Dr, which contains approximately 2.70 acres.

BE IT ALSO KNOWN that the text and/or maps relating to the above referenced rezoning and any text and/or maps so certified by the Jefferson County Planning Commission may be examined by contacting the Jefferson County Planning and Zoning Division during any working day. You can reach Planning & Zoning at 303-271-8700 or pzweb@jeffco.us.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF JEFFERSON
STATE OF COLORADO

(SEAL)

Published April 11, 2024

/s/ Lesley Dahlkemper, Chairman

Please note: The Denver Post will no longer be issuing paper tears. They will only be a digital copy.

CURRENT ZONING

ODP BOOK

76

PAGE

23

FEE

10⁰⁰

RECEPTION NO. 94139285

10.00

RECORDED IN COUNTY OF JEFFERSON

STATE OF COLORADO

8/22/94 14:40

Black Mountain Ranch ODP

Part of NE¹/₄ NE¹/₄ Sec 07 SE¹/₄ SE¹/₄ Sec 6
all in T6S R7W 6th PM

Jefferson County

OWNER(S) IF GIVEN: _____

Case # 284-44

Map # 252

Unofficial

NOTES

Re: Black Mountain Ranch Official Development Plan

TITLE AND NAMES:

The name, address and phone number of the firm preparing the ODP is Hayes & Soucie, Registered Land Surveyors, 4091 South Colorado Highway 74, Evergreen, Colorado, 80439, telephone number: 674-4794.

The name of the proposed development is the Black Mountain Ranch Official Development Plan.

LAND USE STANDARDS:

GENERAL STANDARDS

Maximum Building Height. No building shall exceed a height of 35 feet.

Minimum Distance Between Structures. The minimum distance between structures shall be 25 feet.

Visual Clearance. No fence, wall, hedge, shrub, structure or other obstruction to view which is over 42 inches in height shall be erected, placed or maintained within a triangle formed by the point of intersection of lot lines abutting a street and/or railroad right-of-way and the points located along the lot lines 55 feet from the point of intersection.

Lighting. Outdoor ground and building lighting shall not cause direct light or glare on adjacent properties or rights-of-way. Maximum height of freestanding lights shall be 18 feet. The maximum number of freestanding lights shall be six per area.

Storage/Trash. Materials stored outside shall be enclosed and concealed by a closed fence at least six feet in height. Such fence shall be wooden or masonry. No materials or waste shall be deposited upon the lot in such form or manner so that they may be transferred off the lot by natural causes or forces. All materials or wastes which might cause fumes or dust, or which constitute a fire hazard, shall be stored outdoors in closed containers. Outdoor storage of materials shall include, by way of example: equipment, vehicles, trailers, or other items, but shall not include employee parking. Materials stored outdoors shall not exceed the height of the fence, except for operable vehicles, trailers, or other equipment designed to be towed or lifted as a single component. The storage of such items will be limited. No outdoor storage shall be allowed within the required front setback. Trash containers shall be screened from public view and trash removal shall be provided once weekly at a minimum.

Landscaping. Existing landscaping consisting of native trees, shrubs, grasses and flowers shall be maintained.

AREA A

Permitted Uses.

1. One single-family dwelling.
2. One private garage.
3. One private greenhouse.
4. Day nursery for infants and children.

Minimum Lot Size.

Two acres. No building shall exceed a height of 35 feet.

Setbacks. The minimum front setback for a dwelling or other main building shall be 50 feet along Black Mountain Drive. The minimum side setback for any structure shall be 50 feet. The minimum rear setback for any structure shall be 50 feet.

Signs. One single face, unlighted, wooden sign of a maximum of eight square feet hanging from the porch ceiling of the existing residence shall be permitted.

Fences. A perimeter wooden fence not exceeding 42 inches in height shall be permitted.

AREA B

Permitted Uses.

1. One multiple-family dwelling with a maximum of eight dwelling units.
2. Day nursery for infants and children.
3. Home occupations, including craft work, garment work, and garage sales, not exceeding three sales per calendar year and which shall not be held for more than four consecutive days per sale. The total area used for home occupations shall not exceed 1,000 square feet of total floor area.

Minimum Lot Size.

Two acres. **Setbacks.** The minimum front setback for a dwelling or other main building shall be ten feet from Black Mountain Drive. The minimum side setback for any structure shall be 50 feet. The minimum rear setback for any structure shall be 50 feet.

Signs. One single faced, unlighted, wooden sign of a maximum of eight square feet hanging from the porch ceiling of the existing building shall be permitted.

AREA C

Permitted Uses.

1. One-family dwelling or living quarters for not more than one family in a commercial building not a dwelling.
2. Barn, stable and corral.
3. General farming including grasses, hay and the keeping and boarding of horses, sheep or goats.
4. Home occupations including craft work, garment work, an art studio, furniture refinishing, and garage sales, not exceeding three sales per calendar year and which shall not be held for more than four consecutive days per sale. The total area used for home occupations shall not exceed 2,000 square feet of floor area. Home occupations including furniture refinishing shall not involve the storage or usage of more than five gallons of flammable or toxic liquids on the premises. Any furniture refinishing shall be done with adequate ventilation in compliance with requirements of the National Fire Protection Association. Disposal of flammable or toxic liquids shall be in accordance with federal, state and county standards.
5. Low intensity specialty goods and services of less than 5,000 square feet gla, including but not limited to: art gallery, antiques, artisan shops, gift shop, plant store or nursery.
6. Private swimming pools, tennis courts and similar outside recreational facilities, provided that such facilities are not utilized between 10:00 p.m. and dawn.

Minimum Lot Size.

One acre.

Maximum Height.

35 feet.

Setbacks.

Minimal Structural Setbacks:

1. Front - 50 feet from Black Mountain Drive.
2. Western Side Along Existing Road - 26 feet.
3. South and East Sides - 30 feet.
4. Rear Setbacks - 30 feet.

Authorization of Multiple Building Per Lot: Multiple buildings per lot are allowed.

Parking Standards.

1. Minimum 5 spaces per 1000 square feet gla for retail goods and establishments.
2. One space for each horse stall.
3. Minimum 3.3 spaces for 1,000 square feet gla for home occupations.

Fences. A perimeter fence of barbless wire not exceeding five feet in height or a wooden fence not exceeding 48 inches in height shall be permitted.

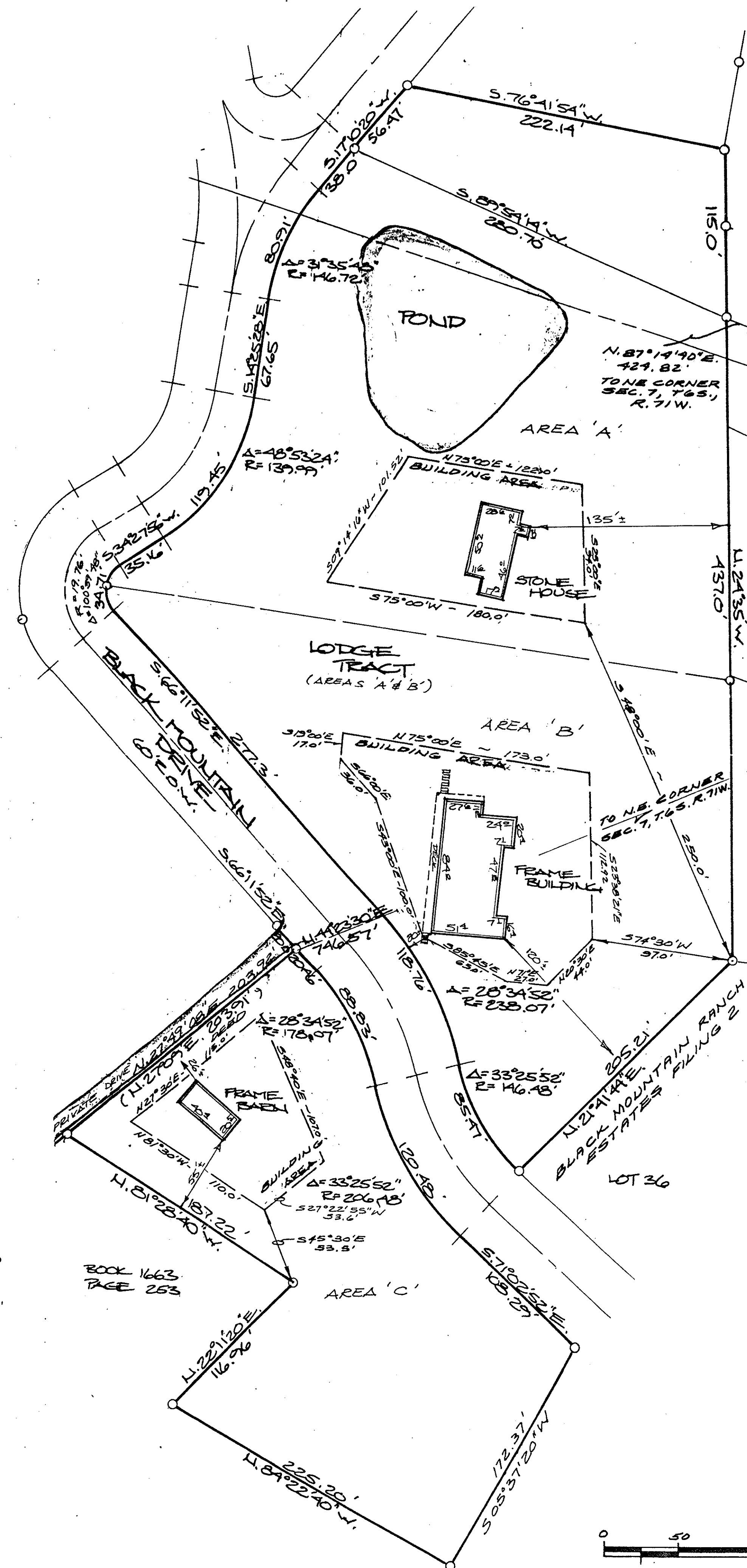
Open Space.

1. Minimum open space area - 75%.
2. In the event any portion of the property is developed for a commercial use referred to in paragraph 5 of the Permitted Uses for Area C, then a minimum average of ten feet landscaping strip shall be provided adjacent to roadways and residential zoned property abutting that portion of Area C used for commercial purposes.

Signs.

1. Maximum On-Premise Sign Area: 16 square feet; only one face of a double-faced sign shall be used to compute the total sign area.
2. Wall Sign: May not exceed 10% of the "signable" area.
3. Window Sign: May not occupy more than 25% of the total area of the window in which they are displayed.
4. Projecting Sign: 10 square feet.
5. Maximum Height Above Grade:
 - a. Wall, projecting and window signs shall not exceed the height of structures to which attached.
 - b. Projecting signs shall be at least eight feet above grade as measured to the lowest edge of the sign.
6. Setbacks:
 - a. Front and rear setbacks - twelve feet. Wall signs may project 18 inches from the building to which attached.
 - b. Side setbacks - eight feet. Wall signs may project 18 inches from the building to which attached.
7. Illumination: Signs or outdoor advertising may be illuminated, however, such illumination shall be only from a concealed source. Signs shall not be illuminated after 10:00 p.m. nor shall they cast glare on adjacent properties.

Storage/Trash. Manure shall not be allowed to accumulate so as to cause a hazard to the health, welfare or safety of humans and/or animals. The outside storage of manure in piles shall not be permitted within 100 feet of the front lot line and 50 feet of the side and rear lot lines.



LEGAL DESCRIPTION AREA 'A' & 'B'

Lodge Tract... That portion of the NE¼ NE¼ of Section 7, and the SE¼ SE¼ of Section 6 all in T. 6 S., R. 71 W. of the 6th P.M., Jefferson County, Colorado, described as BEGINNING at a point from which the NE corner of said Section 7 bears N.87°14'40"E., 424.82 feet; thence S.89°54'14"W., 280.7 feet to a point on the easterly R.O.W. line of Black Mountain Drive; thence along the said R.O.W. S.17°10'20"W., 38.0 feet; thence along a curve to the left (central angle 31°35'48" - radius 146.72 feet) an arc distance of 80.91 feet; thence S.14°25'28"E., 67.65 feet; thence along a curve to the right (central angle of 48°53'24" - radius 139.99 feet) an arc distance of 119.45 feet; thence S.34°27'56"W., 35.16 feet; thence along a curve to the left (central angle of 100°39'48" - radius 19.76 feet) an arc distance of 34.71 feet; thence S.66°11'52"E., 277.3 feet; thence along a curve to the right (central angle of 28°34'52" - radius 238.07 feet) an arc distance of 118.76 feet; thence along a curve to the left (central angle of 33°25'52" - radius 146.48 feet) an arc distance of 85.47 feet; thence leaving the said R.O.W. line, N.21°41'44"E., 206.21 feet; thence N.24°35"W., 437.0 feet to the Point of Beginning, TOGETHER WITH Tract B of BLACK MOUNTAIN RANCH ESTATES, FILING NO. 2 being further described as BEGINNING at a point from which the NE corner of the said Section 7 bears N.87°14'40"E., 424.82 feet; thence N.24°35"W., 115.0 feet; thence S.76°41'54"W., 222.14 feet to a point on the easterly R.O.W. line of Black Mountain Drive; thence along the said R.O.W., S.17°10'20"W., 56.47 feet; thence leaving the said R.O.W., N.89°54'14"E., 280.7 feet to the Point of Beginning.

AREA 'C'

Tracts and Road Easements Southwesterly of the Lodge Tract... That portion of the NE¼ NE¼ of Section 7, T. 6 S., R. 71 W. of the 6th P.M., Jefferson County, Colorado, described as BEGINNING at a point on the southwesterly R.O.W. line of Black Mountain Drive in BLACK MOUNTAIN RANCH ESTATES, FILING NO. 2 and from which point the NE corner of the said Section 7 bears N.44°23'30"E., 746.57 feet; thence along the said southwesterly R.O.W. line, S.66°11'52"E., 20.46 feet; thence along a curve to the right (central angle of 28°34'52" - radius 178.07 feet) an arc distance of 88.83 feet; thence along a curve to the left (central angle of 33°25'52" - radius 206.48 feet) an arc distance of 120.48 feet; thence S.71°02'52"E., 108.29 feet; thence leaving the said R.O.W. line, S.05°37'20"W., 172.37 feet to a point on the northerly line of a tract recorded in Book 1659 at Page 383; thence N.84°22'40"W. along the northerly line of Tracts recorded in Book 1659 at Pages 393 and 400 a distance of 225.20 feet; thence N.22°11'20"E., along the easterly line of a tract recorded in Book 1663 at Page 263 a distance of 116.96 feet to the NE corner of the said Book and Page; thence N.81°28'40"W., 187.22 feet to the NW corner of the tract recorded in Book 1663 at Page 253; thence N.27°09'E. (N.27°49'08"E.) along the easterly line of a road easement recorded in Book 1938 at Page 229 a distance of 203.91 (203.92) feet to the Point of Beginning, being subject to a 30 foot access road easement west of and adjacent to the east line of the above described SURVEYOR'S CERTIFICATE

This certifies that on the date shown hereon a survey was made under my supervision of the property hereon described and that to the best of my knowledge and belief the attached is a true and correct plat of said survey and that the corners shown were set or found as indicated

Roger E. Soucie
Roger E. Soucie, P.L.S.
Colorado Reg. No. 10388

The hereon plan of the Planned Development of Black Mountain Ranch Official Development Plan is approved and accepted by the Board of County Commissioners this 22nd day of August, 1994.

BOARD OF COUNTY COMMISSIONERS:

Chairman

Clerk

Reviewed by the Jefferson County Planning Commission this 17th day of August, 1994.

Sherry Weinstein
Chairman
Chris J. Vernon
Secretary

RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF JEFFERSON COUNTY AT GOLDEN, COLORADO ON THIS 22nd DAY OF August, 1994 AT 14:40 O'CLOCK P.M.

94139285
Reception Number

Jean Fitch-Snall
JEFFERSON COUNTY CLERK AND RECORDER

By: *Melanie Jacino*
DEPUTY CLERK

The graphic drawings contained within this Official Development Plan are intended to depict general locations and illustrate concepts of the textual provisions of this Official Development Plan. In granting plat approval, the Board of County Commissioners may allow minor variations for the purpose of establishing:

- a. Final road alignments
- b. Final configuration of lot and tract sizes and shapes
- c. Final building envelopes
- d. Final access and parking locations
- e. Landscaping adjustments

Reviewed by Public Works Department

Date: August 11th, 1994

By: *Jim McCall*

Except as expressly provided otherwise in this Official Development Plan, development of this property shall conform to the Jefferson County Zoning Resolution in effect at the time of platting and building permit application.

HAYES AND SOUCIE, INC.

PROFESSIONAL LAND SURVEYORS
PHONE: (303) 674-4794 FAX: (303) 674-1072
P.O. BOX 16433 EVERGREEN, CO 80432

SCALE: 1" = 50'

DATE: 6-29-94

ORDERED BY: JLG

DRAWN BY: RWS

REVISOR

TITLE: OFFICIAL DEVELOPMENT PLAN

DRAWING NUMBER: 6-8304-A

This is to Certify Ink smear on plat at time of recording
Joan Fitch-Snall, Clerk & Recorder
by Melanie Jacino, Deputy Clerk

ADDITIONAL CASE DOCUMENTS

Development Permit Application

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 Jeffco employee use only): _____

Please select your application request below:

- ☐ Rezoning from PD to PD
- ☐ Special Use Item No. _____ of the _____ Zone District
to permit _____
- | | | |
|---|--|---|
| <input type="checkbox"/> Exemption from Platting | <input type="checkbox"/> Legalization of Property Division | <input type="checkbox"/> Minor Division of Land |
| <input type="checkbox"/> Minor Modification or Revision | <input type="checkbox"/> Rezoning/Special Use | <input type="checkbox"/> Rural Cluster |
| <input type="checkbox"/> Location and Extent | <input type="checkbox"/> Site Development Plan Approval | <input type="checkbox"/> Subdivision Platting |
| <input type="checkbox"/> Superlot | <input type="checkbox"/> Superlot Process | <input type="checkbox"/> Vested Rights |

Explanation of Application Request

The property at 9148 Black Mountain Dr. has mixed zoning with two use areas. We are requesting rezoning to a single use area modeled after the SR2 zone, and allowing for reduced setbacks for a detached garage.

Documents Submitted

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

Instructions for Submittal

1. Rezoning and Site Development Plan applications and supporting documents must be submitted electronically to our [online portal](https://www.jeffco.us/4445) [https://www.jeffco.us/4445]. All other applications and documents on this form should be emailed to pzpermits@jeffco.us.
2. Incomplete applications will not be accepted and will delay processing.
3. A **Pre-Application** is encouraged prior to the formal submittal of a Development Permit Application.

Special Districts

<u>N/A</u>		<u>CORE Electric</u>
Water	Post Office	Electricity
<u>Sewage</u>	<u>Parks & Rec</u>	<u>Elk Creek</u>
		Fire

Jefferson County Staff Use Only

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

Development Permit Application

Case Number: _____

Project Team Contact Information

Property Owner 1 Angela Engel angela-engel@msn.com 303-908-1954
Email (required) Phone Number

9148 Black Mountain Dr. Conifer 80433
Address City Zip

Property Owner 2 Bruce Casias Bacasias@msn.com 720-940-9505
Email (required) Phone Number

9148 Black Mountain Dr. Conifer 80433
Address City Zip

Developer / Subdivider _____
Email (required) Phone Number

Address _____ City _____ Zip _____

Authorized Representative _____
Email (required) Phone Number

Address _____ City _____ Zip _____

Engineer _____
Email (required) Phone Number

Address _____ City _____ Zip _____

Property Description

9148 Black Mountain Dr. Conifer 80433
Address of Subject Property and/or Parcel ID Number City Zip

Black Mountain 2.70
Access Via Acreage Map Sheet

Legal Description:

See attached deed

Additional Information (to support or clarify this application):

Development Permit Application

Case Number: _____

Disclosure of Property Ownership

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

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

Property Owner Affidavit

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

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

Angela J Engel
Name

9148 Black Mountain Dr. Conifer
Address

303-908-1954 angela-engel@msn.com
Phone Email

[Signature]
Signature

Bruce A Casias
Name

9148 Black Mountain Dr. Conifer
Address

720-940-9505 BACasias@msn.com
Phone Email

[Signature]
Signature

County of Jefferson]
State of Colorado] SS

Sworn to and subscribed before me this 27 day of December, 2023.
(day) (month) (year)

By Angela J Engel & Bruce A Casias
(name printed)

Witness my hand and official seal.

Notary Public Robert Sato
My Commission expires 04/08/24.
(date)

ROBERT MASAOKI SATO
Notary Public
State of Colorado
Notary ID # 20204013105
My Commission Expires 04-08-2024

December 21, 2023

Dear Planning Commission and Board of Jefferson County Commissioners,

Please consider our re-zoning application for 9148 Black Mountain Dr. After purchasing the property on October 24th, 2023, we learned there are two use areas. We are requesting a re-zoning from a planned development to a planned development modeled after SR-2 with the exception of a reduced setback for a future detached garage.

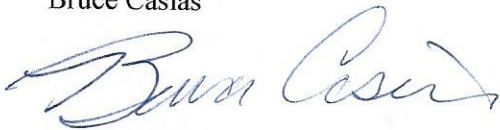
Currently there is no garage on the property. Because of the one-acre pond, elevation, and drainage areas, the property is limited in terms of feasible sites for building a detached garage. We have received written permission from the adjacent property owners, James and Martha Carter (9168 Black Mountain Dr.), for a reduced setback from the property line.

Current setbacks for the existing condo complex are within a dozen feet of the property line. The two properties were once part of the same lot and were both recently purchased separately from the Estate of Bruce Duck.

Our goal in this re-zoning process, is to re-zone to a single use area and to allow for the future addition of a detached garage.

Thank you for the consideration of our application,

Bruce Casias



Dated

12/21/23

Angela Engel



Dated

12/21/23

Ref: Re-zoning application #23-138211



ELK CREEK FIRE PROTECTION DISTRICT

11993 Blackfoot Road P.O. Box 607 Conifer, CO 80433

December 13, 2023

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

RE: 9148 BLACK MOUNTAIN DRIVE, CONIFER – REZONING

To Whom It May Concern:

Property owner, Angela Engel, is requesting to rezone the above listed property. On behalf of the Elk Creek Fire Protection District, I have the following comments regarding the above listed property:

1. The property is within the boundaries of the Elk Creek Fire Protection District. The Elk Creek Fire Protection District will provide emergency services to this property to the best of their ability.
2. The off-site fire apparatus access to the property is acceptable. We did not inspect it for compliance with County Standards.
3. The on-site fire apparatus access to the property is acceptable. We did not inspect it for compliance with County Standards.
4. These comments are based on currently available information. If plans or conditions change in the future, there may be additional requirements.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "RR Rush", written in a cursive style.

Rachel Rush
Fire Marshal
Elk Creek Fire Protection District

PERSONAL REPRESENTATIVE'S DEED

(Sale)

State Doc Fee \$131.00

THIS DEED is dated October ~~24~~ 2023, and is made between Michael Duck as Personal Representative of the Estate of Bruce Craig Duck, aka Bruce C. Duck and Bruce Duck, Deceased, Grantor, and BRUCE A. CASIAS and ANGELA J. ENGEL, AS JOINT TENANTS, Grantee, whose legal address is 9148 Black Mountain Drive, Conifer, CO 80433 of the County of Jefferson, State of Colorado.

WHEREAS, the decedent died on the date of September 23, 2022, and Grantor was duly appointed Personal Representative of said Estate by the Probate Court in and for the County of Jefferson and State of Colorado, Probate No. 2022PR31226, on the date of September 30, 2022, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey unto Grantee, for and in consideration of One Million Three Hundred Ten Thousand Dollars, (\$1,310,000), the following described real property situate in the County of Jefferson, State of Colorado:

SEE EXHIBIT "A"

also known by street and number as: 9148 Black Mountain Drive, Conifer, CO 80433

TOGETHER WITH all appurtenances, easements, restrictions, reservations, and rights of way of record, including but not limited to, those easements recorded in Jefferson County Clerk and Recorder at Reception Nos. 2023049215, 2023050276, and 2023050277.

As used herein, the singular includes the plural and the plural the singular.

GRANTOR



Michael Duck

as Personal Representative of the Estate of
Bruce Craig Duck, aka Bruce C. Duck and Bruce Duck,
Deceased

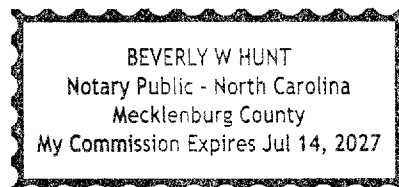
STATE OF North Carolina
COUNTY OF Mecklenburg ss.

The foregoing instrument was acknowledged before me this 24 day of October, 2023 by Michael Duck as Personal Representative of the Estate of Bruce Craig Duck, aka Bruce C. Duck and Bruce Duck, Deceased.

Witness my hand and official seal.


Notary Public

My commission expires: July 14, 2027



LEGAL DESCRIPTION - EXHIBIT 'A'

PARCEL A:

THAT PORTION OF THE NE 1/4 NE 1/4 OF SECTION 7 AND THE SE1/4 SE1/4 OF SECTION 6 ALL IN TOWNSHIP 6 SOUTH, RANGE 71 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 14 SECONDS WEST, 280.7 FEET TO A POINT ON THE EASTERLY RIGHT AWAY LINE OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W. SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 38.0 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE 31 DEGREES 35 MINUTES 48 SECONDS - RADIUS 146.72 FEET) AN ARC DISTANCE OF 80.91 FEET; THENCE SOUTH 14 DEGREES 25 MINUTES 28 SECONDS EAST, 67.65 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 48 DEGREES 53 MINUTES 24 SECONDS - RADIUS 139.99 FEET) AN ARC DISTANCE OF 119.45 FEET; THENCE SOUTH 34 DEGREES 27 MINUTES 56 SECONDS WEST, 35.16 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 100 DEGREES 39 AND IT'S 48 SECONDS - RADIUS 19.76 FEET) AND ARC DISTANCE OF 34.71 FEET; THENCE SOUTH 66 DEGREES 11 MINUTES 52 SECONDS EAST, 277.3 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 28 DEGREES 34 SECONDS 52 SECONDS - RADIUS 238.07 FEET) AN ARC DISTANCE OF 118.76 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 33 DEGREES 25 MINUTES 52 SECONDS - RADIUS 146.48 FEET) AN ARC DISTANCE OF 85.47 FEET; THENCE LEAVING THE SAID R.O.W, NORTH 21 DEGREES 41 MINUTES 44 SECONDS E 205.21 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 437.00 FEET TO THE POINT OF BEGINNING TOGETHER WITH TRACT B OF BLACK MOUNTAIN RANCH ESTATES FILING NO. 2, BEING FURTHER DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF THE SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 115.0 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES 54 SECONDS W 222.14 FEET TO A POINT ON THE EASTERLY R.O.W. OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W., SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 56.47 FEET; THENCE LEAVING THE SAID R.O.W., NORTH 89 DEGREES 54 MINUTES 14 SECONDS EAST, 280.70 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF JEFFERSON, STATE OF COLORADO.

also known by street and number as 9148 BLACK MOUNTAIN DRIVE, CONIFER, CO 80433
APN: 61-064-99-003
FILE NUMBER: 3116923-03132

When recorded, return to:
Indecomm Global Services
Mail Stop - FD-FW-9909
1427 Energy Park Drive
St. Paul, MN 55108

Title Order No.: 3116923-03132
Escrow No.: 3116923-03132
LOAN #: 9080503961

Guardian Title
3116923-03132

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1003924-1121317408-2

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is BRUCE A CASIAS AND ANGELA J ENGEL, JOINT TENANTS

currently residing at 85 S Allison St, Lakewood, CO 80226.

Borrower is the trustor under this Security Instrument.
(B) "Lender" is Fairway Independent Mortgage Corporation.

Lender is a Corporation,
under the laws of Texas.
75007.

organized and existing
Lender's address is 4201 Marsh Lane, Carrollton, TX

The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is the Public Trustee of Jefferson County, Colorado. The term "Trustee" includes any substitute/successor Trustee.

(D) "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.

Documents

(E) "Note" means the promissory note dated October 24, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink

LOAN #: 9080503961

signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **FIVE HUNDRED SIXTY THOUSAND AND NO/100********

***** Dollars (U.S. **\$560,000.00**) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **November 1, 2053**.

(F) **"Riders"** means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

(G) **"Security Instrument"** means this document, which is dated **October 24, 2023**, together with all Riders to this document.

Additional Definitions

(H) **"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.

(I) **"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.

(J) **"Default"** means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(K) **"Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) **"Electronic Signature"** means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(M) **"E-SIGN"** means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) **"Escrow Items"** means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(P) **"Loan Servicer"** means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) **"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.

(R) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(S) **"Partial Payment"** means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(T) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(U) **"Property"** means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(V) **"Rents"** means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

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

LOAN #: 9080503961

(X) "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.

(Y) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 61-064-66-003

which currently has the address of **9148 Black Mountain Dr, Conifer** [Street] [City]

Colorado **80433-9716** ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. 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 REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Colorado state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground

lease. Borrower will not, without the express written consent of the Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA 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.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will 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 (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

(d) Settlement of Claims. Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Colorado. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations;

and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. 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.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender 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 will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will give written notice to Trustee of the Default and of Lender's election to cause the Property to be sold. Lender will mail a copy of the notice to Borrower as

LOAN #: 9080503961

provided in Section 16. Trustee will record a copy of the notice in the county in which the Property is located. Trustee will publish a notice of sale for the time and in the manner provided by Applicable Law, and will mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other required recipients. At a time permitted and in accordance with Applicable Law, Trustee, without further demand on Borrower, will 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a 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 will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. Release. Upon payment of all sums secured by this Security Instrument, Lender will request that Trustee release this Security Instrument and will produce for Trustee, duly cancelled, all notes evidencing the debt secured by this Security Instrument. Trustee will release this Security Instrument without further inquiry or liability. Borrower will pay any recordation costs and the statutory Trustee's fees associated with such release.

28. 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 signed by Borrower and recorded with it.

Bruce A Casias 10/24/23 (Seal)
BRUCE A CASIAS DATE

Angela J Engel 10/24/23 (Seal)
ANGELA J ENGEL DATE

State of COLORADO
County of JEFFERSON

This record was acknowledged before me on this 24th day of OCT., 2023, (date) by BRUCE A CASIAS AND ANGELA J ENGEL.

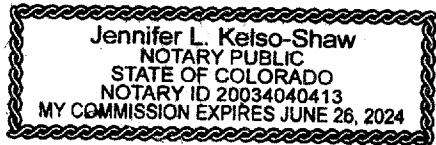
102624
(Commission Expiration)

JL
(Notary's official signature)

Notary Public
(Title of office)



Lender: Fairway Independent Mortgage Corporation
NMLS ID: 2289
Loan Originator: Christine Stirling
NMLS ID: 1260365



LEGAL DESCRIPTION - EXHIBIT 'A'

PARCEL A:

THAT PORTION OF THE NE 1/4 NE 1/4 OF SECTION 7 AND THE SE1/4 SE1/4 OF SECTION 6 ALL IN TOWNSHIP 6 SOUTH, RANGE 71 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 14 SECONDS WEST, 280.7 FEET TO A POINT ON THE EASTERLY RIGHT AWAY LINE OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W. SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 38.0 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE 31 DEGREES 35 MINUTES 48 SECONDS - RADIUS 146.72 FEET) AN ARC DISTANCE OF 80.91 FEET; THENCE SOUTH 14 DEGREES 25 MINUTES 28 SECONDS EAST, 67.65 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 48 DEGREES 53 MINUTES 24 SECONDS - RADIUS 139.99 FEET) AN ARC DISTANCE OF 119.45 FEET; THENCE SOUTH 34 DEGREES 27 MINUTES 56 SECONDS WEST, 35.16 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 100 DEGREES 39 AND IT'S 48 SECONDS - RADIUS 19.76 FEET) AND ARC DISTANCE OF 34.71 FEET; THENCE SOUTH 66 DEGREES 11 MINUTES 52 SECONDS EAST, 277.3 FEET; THENCE ALONG A CURVE TO THE RIGHT (CENTRAL ANGLE OF 28 DEGREES 34 SECONDS 52 SECONDS - RADIUS 238.07 FEET) AN ARC DISTANCE OF 118.76 FEET; THENCE ALONG A CURVE TO THE LEFT (CENTRAL ANGLE OF 33 DEGREES 25 MINUTES 52 SECONDS - RADIUS 146.48 FEET) AN ARC DISTANCE OF 85.47 FEET; THENCE LEAVING THE SAID R.O.W, NORTH 21 DEGREES 41 MINUTES 44 SECONDS E 205.21 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 437.00 FEET TO THE POINT OF BEGINNING TOGETHER WITH TRACT B OF BLACK MOUNTAIN RANCH ESTATES FILING NO. 2, BEING FURTHER DESCRIBED AS BEGINNING AT A POINT FROM WHICH THE NE CORNER OF THE SAID SECTION 7 BEARS NORTH 87 DEGREES 14 MINUTES 40 SECONDS EAST, 424.82 FEET; THENCE NORTH 24 DEGREES 35 MINUTES WEST, 115.0 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES 54 SECONDS W 222.14 FEET TO A POINT ON THE EASTERLY R.O.W. OF BLACK MOUNTAIN DRIVE; THENCE ALONG THE SAID R.O.W., SOUTH 17 DEGREES 10 MINUTES 20 SECONDS WEST, 56.47 FEET; THENCE LEAVING THE SAID R.O.W., NORTH 89 DEGREES 54 MINUTES 14 SECONDS EAST, 280.70 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF JEFFERSON, STATE OF COLORADO.

also known by street and number as 9148 BLACK MOUNTAIN DRIVE, CONIFER, CO 80433
APN: 61-064-99-003
FILE NUMBER: 3116923-03132

LOAN #: 9080503961
MIN: 1003924-1121317408-2

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this **24th** day of **October, 2023** and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Fairway Independent Mortgage Corporation, a Corporation**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **9148 Black Mountain Dr
Conifer, CO 80433-9716**

1-4 FAMILY COVENANTS. In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.

In addition to the Property described in the Security Instrument, the following items now or later attached to the Property, to the extent they are fixtures, are added to the Property description, and will also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or later located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, all of which, including replacements and additions, will be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower will not seek, agree to, or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower will comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

C. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

D. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender will have the right to modify, extend, or terminate the existing leases and to execute

LOAN #: 9080503961

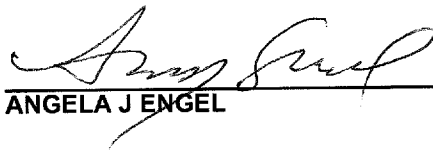
new leases, in Lender's sole discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

 10/24/23 (Seal)

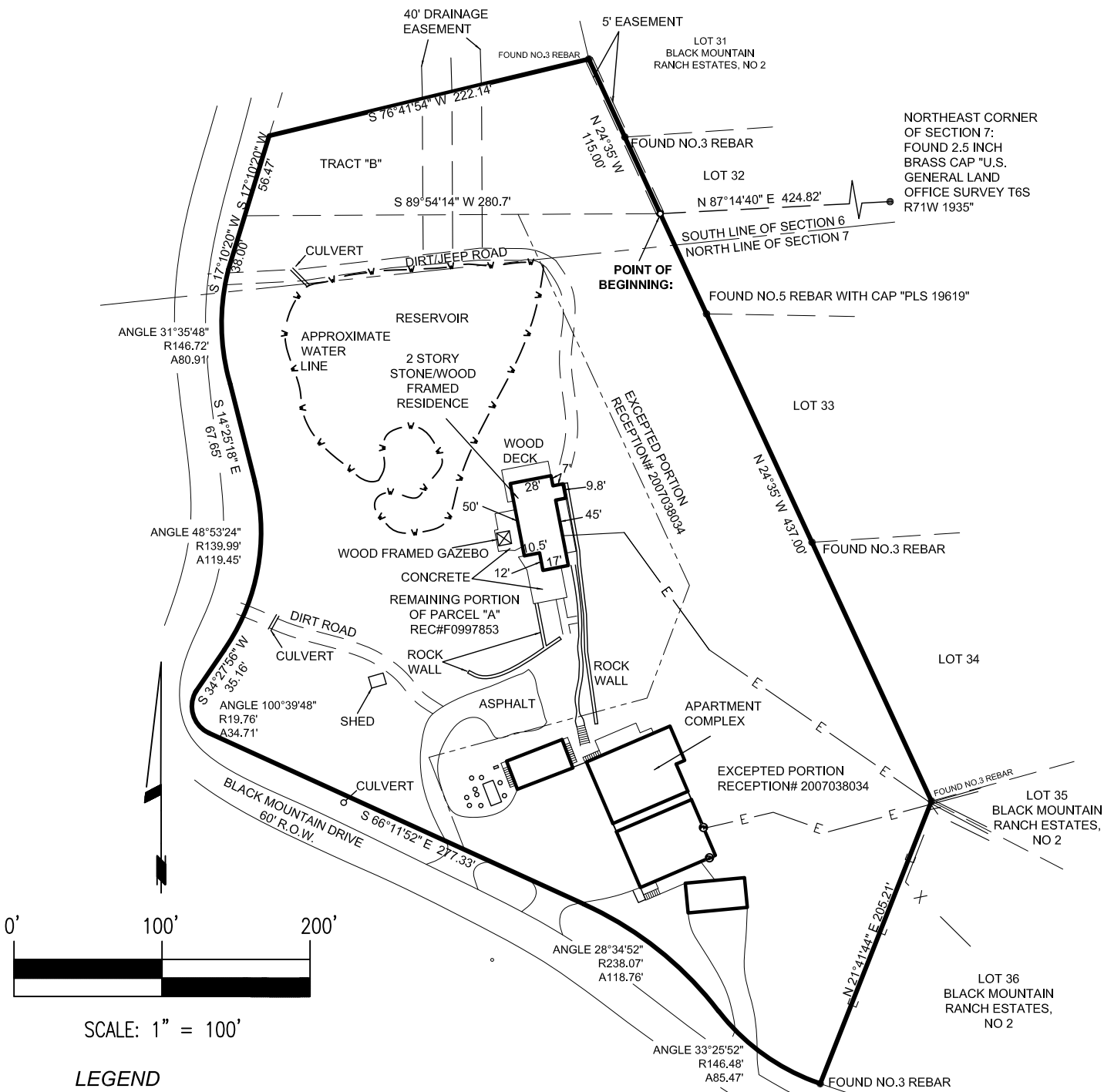
BRUCE A CASIAS DATE

 10/24/23 (Seal)

ANGELA J ENGEL DATE

IMPROVEMENT LOCATION CERTIFICATE

THIS IS NOT A LAND SURVEY
9148 BLACK MOUNTAIN DRIVE, CONIFER, CO 80433



LEGEND

	= FOUND MONUMENT AS NOTED
	= PROPERTY LINE
	= LOT LINE
	= EASEMENT (ESMT) LINE
	= EXCEPTED PORTION REC# 2007038034
	= BURIED TELCO LINE
	= OVERHEAD POWER LINE

PROPERTY DISTANCES AND EASEMENTS WERE NOT OBTAINED FROM A TITLE COMMITMENT. DISTANCES AND EASEMENTS WERE OBTAINED FROM THE DEED AT RECEPTION NUMBER F0997853, COUNTY OF JEFFERSON, STATE OF COLORADO. OWNERSHIP OF FENCES NOT DETERMINED BY THE SURVEYOR. ILC IS BASED ON LINES OF OCCUPATION. DRIVEWAY AND CONCRETE DRAWN NOT TO SCALE. ALL MEASURED DISTANCES ARE APPROXIMATE. A BOUNDARY SURVEY IS RECOMMENDED.

LEGAL DESCRIPTION:
SEE PAGE 2 OF 2

PROPERTY ADDRESS:
9148 BLACK MOUNTAIN DRIVE
CONIFER, CO 80433

PAGE 1 OF 2

ORDERED BY:

ESTATE OF BRUCE C. DUCK

Colorado ilc
LAND SURVEYING

DATE PREPARED:
05/25/2023

3000 Lawrence Street
Ste. 111, Denver, CO 80205
303.668.7540

REVISIONS

DRAWN BY:
CHRIS FRANKS
JOB# 23-4-287

IMPROVEMENT LOCATION CERTIFICATE

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR ESTATE OF BRUCE C. DUCK AND 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 IMPROVEMENT LINES. THIS CERTIFICATE IS VALID ONLY FOR USE BY ESTATE OF BRUCE C. DUCK AND DESCRIBES PARCEL'S APPEARANCE ON 05/11/2023. I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, 05/25/2023, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, 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.

Electronically Sealed, Signed & Dated
this 25TH Day of May 2023



SURVEYOR'S SEAL

ADAM CRAIG SAMPSON
COLORADO P.L.S# 38744
ELECTRONICALLY STAMPED

IMPROVEMENT LOCATION CERTIFICATE

THIS IS NOT A LAND SURVEY
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL A:

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PAGE 2 OF 2

ORDERED BY:

ESTATE OF BRUCE C. DUCK



REVISIONS

DATE PREPARED:
05/25/2023

3000 Lawrence Street
Ste. 111, Denver, CO 80205
303.668.7540

DRAWN BY:
CHRIS FRANKS
JOB# 23-4-287

ENVIRONMENTAL QUESTIONNAIRE AND DISCLOSURE STATEMENT

Page
1 of 5
FORM 6000

NAME OF PROJECT: Rezoning
CONTACT PERSON: Angela Engel PH 303-908-1954
PROPERTY LOCATION: 9148 Black Mountain Dr Conifer CO 80433

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

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

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

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

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

NAME: Angela Engel

DATE: 12-27-23

State of Colorado)
County of Arapahoe) ss.

The above and foregoing Environmental Questionnaire and Disclosure Statement was acknowledged before me this 27th day of December, 2023, by Angela Engel

WITNESS my hand and official seal.

Robert Masaki Sato
NOTARY PUBLIC

MY COMMISSION EXPIRES: 04-08-2024

ROBERT MASAACKI SATO
Notary Public
State of Colorado
Notary ID # 20204013105
My Commission Expires 04-08-2024

JEFFERSON COUNTY PUBLIC HEALTH
645 PARFET STREET, LAKEWOOD, CO 80215
(303) 232-6301 FAX: (303) 271-5760 INSPECTION LINE: (303) 239-7070
<http://jeffco.us/public-health/>

ONSITE WASTEWATER SYSTEM INSTALLATION PERMIT 23-130250 OW

SITE ADDRESS: **9148 BLACK MOUNTAIN DRIVE**
LEGAL DESCRIPTION: **Block 00B, Black Mountain Ranch Estates Flg No 2; Block B, Key 019 (7-6-71 NE) and Key 014 (6-6-71SE)**

SYSTEM DESIGNED FOR: **4 Bedroom Single Family Dwelling**
SECONDARY STRUCTURE: **N/A**
DATE OF ISSUANCE: **November 07, 2023** Permit expires one year after this date
(all inspections must be completed by then)

ISSUED TO: **BESS TAYLOR**
785 S MOORE ST
LAKEWOOD CO 80226
USA

INSTALLATION REQUIREMENTS

Installation shall be in accordance with the approved design prepared by

DREW SCHNEIDER.

Job Number: **E23-0099**

Engineering Date: **August 03, 2023**

Consult the design for specific installation requirements and see page 2 for site-specific conditions.

This permit is issued under the express condition that if this building site is composed of multiple, platted lots or parcels as identified in the legal description, that none of said lots or parcels shall be individually sold or otherwise transferred without the express permission of Jefferson County Public Health.

INSPECTIONS REQUIRED

TYPE OF INSPECTIONS: **OPEN EXCAVATION, FINAL, FINAL GRADE**
OPEN EXCAVATION DEPTH (ft.): **5**
TO SCHEDULE INSPECTIONS: **Call (303) 239-7070 by 3:00PM the day before**

REQUIRED ENGINEER CERTIFICATION(S)

SUITABILITY OF THE ON-SITE OR IMPORTED FILTER MATERIALS ACCEPTABILITY OF BLASTING
INSTALLATION OF PUMPS/ALARMS/SIPHONS OR OTHER MECHANICAL DEVICES FINAL INSPECTION

This on-site wastewater system was installed by _____, a licensed or approved contractor in Jefferson County and has been inspected and approved by Jefferson County Public Health. The current owner assumes all responsibility for proper operation and maintenance of the system and for repairs in case of failure or malfunction.

INSPECTOR _____

DATE _____

ONSITE WASTEWATER SYSTEM INSTALLATION PERMIT 23-130250 OW

The capacity and configuration(s) of the components to be installed have been specified in the attached engineered design that has been reviewed and approved by the Department.

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

The installation of this system is governed by the Onsite Wastewater Treatment System Regulation of Jefferson County in its entirety. Your attention is called to the following:

Tank: 1300 gal, 3 comp poly + 500 gal pump tank with biokinetic EF in the 3rd compartment.
Norweco singular green TNT 500/600.

STA: 600 SF- 6' x 100' x 4.5' deep. 50 chambers (2 rows of 25). 2" SCH effluent line, 1.5" SCH 40 manifold, 1.5" SCH 40 laterals (2). 1/8" orifices facing up at 3' center over 30" secondary sand, vacuum breaker at high point, liner on downhill side of bed.

A liner shall be provided on the downslope wall and both ends of the excavation; a berm shall be placed upslope from the absorption bed to divert surface drainage; and all disturbed areas shall be reseeded to prevent erosion.

Install a lined curtain drain per the engineer's design 30 mil on downhill side of excavation.

An audible and/or visible alarm shall be installed to indicate when the vault/pump chamber reaches 80% of capacity and/or to provide indication of failure for mechanical components.

Maintain at least 25 feet between any components of the system and surface waters. (HLT unit to meet or exceed existing OWTS distance)

BLASTING IS PERMITTED if performed in accordance with the engineering report.

This system includes components that require ongoing maintenance to assure proper operation. The current and future owners are required to maintain a contract with a responsible management entity to perform such maintenance in accordance with Department regulations and policies. Failure to maintain such a contract will be considered a violation of the conditions of this permit.

The system must be pressure dosed per the engineer's design.

The installer of the advanced / mechanical treatment system must provide a letter stating that all required components have been installed and that the system is ready for operation and, if required, remote monitoring in accordance with Department regulations and policies.

Onsite well.

Maintain a minimum separation of 100 feet between the on-site absorption bed and all wells; on or off site, existing or proposed.

The existing septic tank shall be pumped, then removed or backfilled.

Contaminated soil removed from the old absorption system shall be disposed in a manner which does not cause contamination of ground or surface waters.

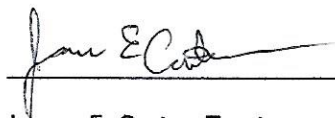
December 13, 2023

Dear Planning Commission and Board of Jefferson County Commissioners,

We are writing regarding the re-zoning application for Bruce Casias and Angela Engel of 9148 Black Mountain Dr. We are the property owners of the adjacent property at 9168 Black Mountain Dr., currently zoned for ten single family units. The two properties were once part of the same lot and were recently purchased from the Estate of Bruce Duck.

It is our understanding that Bruce and Angela have begun the re-zoning process from a Planned Development to a Planned Development modeled after the SR2 zoning with an exception for detached garage. We grant permission and consent for a five ft. setback from the property line, behind our existing Condo garage where the land elevation flattens.

We have no objections to the re-zoning application for 9148 Black Mountain Dr. as proposed above.

A handwritten signature in black ink, appearing to read "James E. Carter", is written over a horizontal line.

James E. Carter, Trustee

The Charles L. Carter and Sue E. Carter 1988 Inter vivos revocable trust

QUIT CLAIM DEED – WATER RIGHTS

THIS QUIT CLAIM DEED is made by ESTATE OF BRUCE C. DUCK, a Colorado Probate Court Estate (“GRANTOR”), whose legal address is 9148 Black Mountain Drive, Conifer, CO 80433, who for the consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby sells and quitclaims unto BRUCE A. CASIAS and ANGELA J. ENGEL (“GRANTEES”), as joint tenants with right of survivorship, the following real property consisting of certain specified water rights located in the County of Jefferson, State of Colorado:

A one hundred percent (100%) interest in the Black Mountain Ranch Reservoir and water right decreed for 1.6 acre-feet from Maxwell Creek, with priority dates of December 31, 1953, and October 9, 1995, decreed in Case No. 95CW281, District Court, Water Division 1, entered October 20, 1997 (“95CW281 Decree”) subject however, to the terms of the Augmentation Plan Sharing Agreement executed on August 9, 2023, and recorded in Jefferson County under reception number 2023050010; and

TOGETHER with an undivided twelve and three tenths percent (12.3%) interest in the Black Mountain Ranch Gallery water right for 0.11 cfs from groundwater tributary to Maxwell Creek, with a priority date of December 31, 1953, decreed by the 95CW281 Decree, and an additional well authorized in the 95CW281 Decree and currently assigned Colorado Division of Water Resources Permit No. 55409-F from groundwater tributary to Maxwell Creek, both as tenants in common with the owner of the property known as 9168 Black Mountain Drive, Conifer, Colorado 80433; and

TOGETHER with an undivided seventy-two percent (72%) interest in an appropriative right of exchange with a priority date of October 9, 1995, for 1.0 cfs up to 0.806 acre feet per year, as decreed by the 95CW281 Decree, together with an undivided seventy-two percent (72%) interest the plan for augmentation as decreed by the 95CW281 Decree, all as tenants in common with the owner of the property known as 9168 Black Mountain Drive, Conifer, Colorado 80433.

To have and to hold the same, with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the GRANTOR, either in law or in equity, to the only proper use, benefit and behoof of the GRANTEES, their heirs and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this deed on the date set forth below.

[Signature page follows]

Signed this 24 day of October, 2023.

GRANTOR:

ESTATE OF BRUCE C. DUCK

[Signature]

By: Michael Duck, as Personal Representative for the Estate of Bruce C. Duck

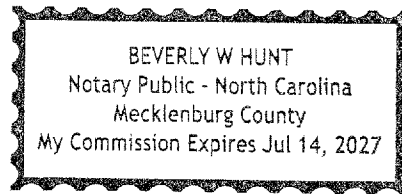
STATE of North Carolina
COUNTY of: Mecklenburg

The foregoing instrument was sworn to, affirmed, and acknowledged before me on this 24th day of October, 2023, by means of ☒ physical presence or ☐ [X] online notarization by Michael Duck, as Personal Representative for the Estate of Bruce C. Duck, who is/are ☐ [] personally known to me; or ☐ [X] produced a VALID GOVERNMENT ID as identification.

Notarized online using audio-video communication.

[Signature]
Notary Public (signature)

Print Name: Beverly W Hunt
My Commission Expires: July 14, 2027



(SEAL)

Form No.
GWS-25

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

EXST

WELL PERMIT NUMBER 055408 - F -
DIV. 1 WD 9 DES. BASIN MD

APPLICANT

BRUCE DUCK
PO BOX 826
CONIFER, CO 80433-

(303) 674-7821

APPROVED WELL LOCATION

JEFFERSON COUNTY
NE 1/4 NE 1/4 Section 7
Township 6 S Range 71 W Sixth P.M.

DISTANCES FROM SECTION LINES

1000 Ft. from North Section Line
1050 Ft. from East Section Line

UTM COORDINATES

Northing: Easting:

REGISTRATION OF EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) The Application Denial No. AD-13850 is reversed and pursuant to CRS 37-92-304(8), the State Engineer has entered into his records, under the above assigned well permit number, the determinations made by the Division 1 Water Court in case no. 95CW281, for the Black Mountain Ranch Gallery.
- 4) Approved on the condition that this well is operated in accordance with the Larry K. Ilg, North Fork Associates and the Mountain Mutual Reservoir Company Augmentation Plan approved by the Division 1 Water Court in case no. 95CW281. If this well is not operated in accordance with the terms of said decree, it will be subject to administration including orders to cease diverting water.
- 5) The use of ground water from this well is limited to fire protection, ordinary household purposes inside not more than one (1) single family dwelling and ten (10) apartments. This well is located at 9148 Black Mountain Drive, Conifer, Jefferson County, Colorado.
- 6) The maximum pumping rate of this well shall not exceed 50 GPM (0.11 cfs).
- 7) The combined average annual amount of ground water to be appropriated by this well and well permit no. 055409-F shall not exceed 2.55 acre-feet.
- 8) Totalizing flow meters must be installed on this well and well permit no. 055409-F, and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 9) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.
- 10) This well shall be located not more than 200 feet from the location decreed for Black Mountain Ranch Gallery in case no. 95CW281.
- 11) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type or a mechanical type of wastewater treatment system where the water is returned to the same stream system in which the well is located.

APPROVED
KLS

State Engineer

DATE ISSUED

FEB 28 2001

By

EXPIRATION DATE

FEB 28 2002

Receipt No. 0039345