

**Special Board Minutes  
12/19/01 Meeting**

**Meeting Attendees:**

Calisse Browne  
Stephen Browne  
Bryan Collier  
Deb Hall  
Larry Hall  
Jane Spooner  
Wayne Spooner  
Rusty Thulin  
Greg Wambolt

**Meeting Purpose:** The meeting was requested by Wayne and Jane Spooner to discuss the pedestrian easement location on lot 19 that leads to the Douglass Ranch private open space known as Tract A.

**Meeting summary prepared by:** Calisse Browne

Rusty Thulin, Douglass Ranch Property Owners Association president, brought the meeting to order. He asked the Spooners to address any issues and history of the pedestrian easement located on their property. Wayne Spooner thanked the board for calling the meeting and explained that the main issue regarding the easement that crosses their property is the question of who owns the easement. A second issue is that the current easement on lot 19 is not very practical as it crosses their driveway and has an extremely steep access point. Wayne Spooner presented a copy of his plat and compared it to Larry Hall's, which had the same date. The two plats were found to be the same. The easement is addressed in the dedication.

Larry Hall felt that POA owns the easement because it is referenced in the covenants. It was pointed out that the covenants are not an official county document. The Douglass Ranch plat dedication indicates that Jefferson County owns the easement. Bryan Collier stated that the easement is not defined well in the dedication and asked if the Spooners had talked with Jefferson County. They indicated that they had and that the county felt that it owned the easement. No official documentation, showing any change in ownership of the easement, was presented at the meeting. Wayne Spooner expressed a preference for the POA to own the easement.

Jane Spooner pointed out that the easement, as defined in the dedication, allows access to the open space only for walking and that there can be no signs or no

construction. Wayne Spooner agreed with Greg Wambolt's statement that the easement should be clearly marked. The Brownes expressed concern that if the county owns the easement it can be used by anyone not just by Douglass Ranch residents. They too expressed a preference for the POA to own the easement. Based on the discussion, Rusty Thulin agreed that it is a reasonable request to get the ownership defined. If the county still owns the easement, then the appropriate legal process should be followed to move ownership to the POA.

It was decided that Bryan Collier would contact the Douglass Ranch Property Owners attorney to determine who owns the easement. If the easement is still owned by Jefferson County, the attorney will be requested to determine what steps are necessary to vacate the current easement and to grant a new easement, with easier and safer access. In response to Greg Wambolt's question about what would it take to assign the easement to the POA, Jane Spooner stated that they have to approve any change and that the legal fees are about \$500, based on her preliminary research. Jane offered that they would grant the POA a new easement if the old one is vacated to them and as long as it was done legally with the issue of who owns the easement being resolved. Rusty Thulin stated that this would get the POA the easement and would assure the Spooners that there will be no problems with their title.

There was discussion of the fact that the Board inappropriately had the easement and an alternative easement surveyed on the Spooner's property without securing their permission to come onto their land and while the Spooners were out of town. The Spooners informed the board that they felt compelled to hire an attorney to protect their property rights. Access to the proposed easement cuts across the Browne's driveway. Rusty Thulin apologized to the Spooners on behalf of the Board.

The question was asked whether the Board will do a risk analysis. Greg Wambolt stated there is a safety and liability issue for the easement as it is defined now because it crosses over the Spooner's driveway. Bryan Collier felt this also would limit the use of the easement. Wayne Spooner said that it would be best to locate the easement between the driveways. He said that the Board's proposed easement is right by the Browne's property and crosses their driveway, which did not exactly set well with the neighborly feelings. There was a consensus that the easement should be moved to a location between the driveways that allows easier access. It also was agreed that the new easement needs to have clearly defined restrictions. Some of the restrictions discussed included no motorized vehicles, no bikes, no smoking, no use after dark, no dogs, no signs, no construction and no campfires. Bryan Collier said that the easement and open space could endanger us all so the safety factor makes sense for all. The Spooners agreed to draft a list of restrictions for the Board's consideration as it moves forward in resolving the issues with the easement.

Insurance coverage covering the easement was discussed. The POA has liability insurance. Greg Wambolt felt that an umbrella policy would be a good idea because people could easily wander off the trail, depending on how well the path is marked. Wayne Spooner suggested that the POA attorney should be requested to look at liability, including liability associated with having the open space more accessible. Jane Spooner asked the Board how the POA will police the restrictions. This issue still must be resolved. Rusty Thulin said we don't want high school students making this a secret hideaway.

In summary, the Board needs to take the steps necessary to determine ownership. Then they will determine costs and risk prior to voting on whether to move forward. Rusty Thulin stated that even if they decide not to make any investment, they have to get the title issues properly addressed. Bryan Collier's first step is to get the POA attorney involved. Bryan Collier also suggested using the Road Committee to research the risks and costs associated with establishing and maintaining the pedestrian easement. Rusty Thulin and Bryan Collier will be the liaisons for getting the easement done. Once the POA attorney has drafted documents that make the changes or which instruct the Board on how to get the changes made, these will be shared with the Spooners prior to moving forward.



Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Reception No. \_\_\_\_\_

RECEPTION NO. 92005436  
1/16/92 9:45 9.2

RECORDED IN  
COUNTY OF JEFFERSON  
STATE OF COLORADO

**WARRANTY DEED**

THIS DEED, Made this 3rd day of December, 1991,

between DOUGLASS RANCH VENTURE, INC.,

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantor, and

WAYNE E. SPOONER AND T. JANE SPOONER

whose legal address is 6414 Lakewood Drive, Cary, Ill. 60013

of the \*County of Jefferson and State of Colorado, grantees:

WITNESSETH: That the grantor, for and in consideration of the sum of (\$42,000.00)

FORTY TWO THOUSAND DOLLARS AND NO/100 \_\_\_\_\_ DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the real property, together with improvements, if any, situate, lying and being in the \*County of Jefferson and State of Colorado, described as follows:

Lot 19,  
DOUGLASS RANCH,  
COUNTY OF JEFFERSON,  
STATE OF COLORADO.

also known by street and number as: Vacant Land

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargain premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, the survivor of them, their assigns, and the heirs and assigns of such survivor forever. And the grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantees, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the enrolling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature soever, except the general taxes and assessments for the current year and subsequent years and subject to the easements, restrictions, reservations, covenants & rights of way\*

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, the survivor of them, their heirs and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. \*of record, if any.

IN WITNESS WHEREOF, The said grantor has caused its corporate name to be hereunto subscribed by its \_\_\_\_\_ President and its corporate seal to be hereunto affixed, attested by its \_\_\_\_\_ Secretary, the day and year first above written.

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1-20  
Dec. 16  
27-119851  
JAN 16 1992  
STATE DOCUMENTS UNIT TEL

1-1



Dec 22-119851

grant, bargain, sell, convey and confirm unto the grantees, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the real property, together with improvements, if any, situate, lying and being in the \*County of Jefferson and State of Colorado, described as follows:

Lot 19,  
DOUGLASS RANCH,  
COUNTY OF JEFFERSON,  
STATE OF COLORADO.

also known by street and number as: Vacant Land

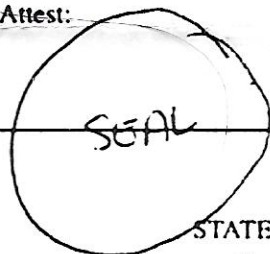
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargain premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, the survivor of them, their assigns, and the heirs and assigns of such survivor forever. And the grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantees, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature soever, except the general taxes and assessments for the current year and subsequent years and subject to the easements, restrictions, reservations, covenants & rights of way\*

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, the survivor of them, their heirs and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. \*of record, if any.

IN WITNESS WHEREOF, The said grantor has caused its corporate name to be hereunto subscribed by its Secretary, the day and year first above written. President

Attest:



Secretary

DOUGLASS RANCH VENTURE, INC.

By Joel Ehrlich  
President

STATE OF COLORADO,  
County of Jefferson } ss.

The foregoing instrument was acknowledged before me this  
by Joel Ehrlich

3<sup>rd</sup> day of December, 1991  
as President and  
as Secretary of  
, a corporation.

DOUGLASS RANCH VENTURE, INC.



Witness my hand and seal.  
My commission expires January 21, 1994

JAN 16 1992

9881-CTOC

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
Reception No. \_\_\_\_\_

RECEPTION NO. 90077085  
7/90 10:20 5.00  
RECORDED IN  
COUNTY OF JEFFERSON  
STATE OF COLORADO

**QUIT CLAIM DEED**

THIS DEED, Made this 30th day of August, 1990,  
between Douglass Ranch Venture, Inc.,  
A Subchapter Corporation

RECEPTION NO. 91029862  
4/10/91 14:20 5.00  
RECORDED IN  
COUNTY OF JEFFERSON  
STATE OF COLORADO

of the County of Jefferson and State of  
Colorado, grantor(s), and Douglass Ranch ~~Property~~ Property  
Owners Association

whose legal address is 143 Union Blvd., #505  
Lakewood, CO 80228  
of the County of Jefferson and State of Colorado, grantee(s).

WITNESSETH, That the grantor(s), for and in consideration of the sum of  
One & No/100-----DOLLARS  
the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by  
these presents do remise, release, sell, convey and QUIT CLAIM unto the grantee(s), heirs, successors and assigns,  
forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with  
improvements, if any, situate, lying and being in the County of Jefferson and State of  
Colorado, described as follows: Section 7 Township 7 Range 71 NE  
Sub-Division 2113 Block A,  
Douglass Ranch

Rerecorded to correct legal description

RECEPTION NO. 98892629  
10/31/90 10:30 5.00  
RECORDED IN  
COUNTY OF JEFFERSON  
STATE OF COLORADO

also known by street and number as: Open Space - Vacant Land, Colorado

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in  
anywise thereto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor(s), either in law or equity, to  
the only proper use, benefit and behoof of the grantee(s), heirs and assigns forever.

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

Douglass Ranch Venture, Inc.

by Joel Ehrlich, President

*Joel Ehrlich, President*

STATE OF COLORADO,

County of Jefferson

The foregoing instrument was acknowledged before me this 30th day of August, 1990,  
by Joel Ehrlich

My commission expires \_\_\_\_\_ My Commission Expires January 21, 1994, 19 \_\_\_\_\_ Witness my hand and official seal.



*Mary L. Buckley*  
Notary Public

\*If in Denver, insert "City and."

300  
2  
11  
OCT 31 1990  
APR 10 1991  
SEP 7 1991

4/8/91 - Rerecorded to correct the legal name of Grantor  
"Douglass Ranch Property Association" *DM*