



Community Development Department

2255 West Berry Avenue
Littleton, Colorado 80120
303-795-3748

Amy and Kyle Reed
The Melting Pot
2707 W. Main Street
Littleton, CO 80120

November 14, 2018

Dear Mr. and Mrs. Reed:

This letter is notification of the department's decision that the tent structures on the east side of the Melting Pot restaurant located at 2707 W. Main Street are an impediment to the "uninterrupted visual enjoyment of the exterior and façade" of the historic building on the property and are therefore, not in compliance with the recorded "Conservation Easement in Gross" of January 7, 1983 (see attachment). The department requires the tent structures be removed by **February 18, 2019** unless a completed application is active and in process to amend the easement.

An application to amend the easement must include the following items:

1. A completed land development application form which may be found at <https://www.littletongov.org/building-development/planning-services/application-packets-development-process> ;
2. A notarized letter of authorization from the property owner; and
3. A proposed amended and restated Conservation Easement in Gross including updated site plans and elevations of proposed temporary or permanent structures.

Any such application will have the following anticipated process steps:

1. Internal review by staff and city attorney;
2. Review by the historic preservation board for recommendation;
3. Review and decision by the city council as a proposed ordinance (requires two readings, the first reading on consent and the second reading as a public hearing); and
4. If approved by city council, a subsequent certificate of appropriateness will be required through the historic preservation board along with any other necessary permits, each with separate application processes / fees, to construct the proposed structures.

All fees associated with public hearings shall be the applicant's responsibility. These include sign rentals, sign printing, and any costs associated with mailings. If you have any questions, please let me know.

Sincerely,

Michael Sutherland

Michael Sutherland, AICP
Planning Manager
Community Development Department
303.795.3763 (direct)
msutherland@littletongov.org

attachment: Conservation Easement in Gross (eight pages)

cc: Rebecca Thompson, Littleton Codes Specialist
Jocelyn Mills, Community Development Director
Mark Relph, Littleton City Manager

CONSERVATION EASEMENT IN GROSS

THIS INDENTURE, made this 7th day of January, 198³2, by and between Virginia A. Knowlton, Stephen P. Knowlton, Leruth G. Davis, and the Levin Family Partnership in total, also known as D.L.K., a General Partnership, hereinafter referred to as the "Grantor" and the City of Littleton, Colorado, a municipal corporation existing pursuant to laws of the State of Colorado, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, the Grantee is a municipal corporation existing and organized pursuant to the laws of the State of Colorado, and

WHEREAS, the Grantor is interested in the preservation of structures and sites significant to Littleton history and culture and desires to convey this easement in gross pursuant to Title 38, Chapter 30.5, C.R.S. 1973.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee to the Grantor, the receipt whereof the Grantor acknowledges, the Grantor hereby grants, sells, conveys, quit claims, remises, and releases unto the Grantee, its successors and assigns forever and in perpetuity the following described conservation easement in gross.

The Grantor agrees that the Grantee shall own a full and free right to the uninterrupted visual enjoyment and maintenance of the exterior and facade of the improvements presently existing at the date of this Indenture on the real property described in Exhibit A attached hereto and made a part hereof.

Said Easement shall be binding servitude on the described real property and improvements thereon and said burden shall be deemed to run with the land in perpetuity.

The Grantor for himself and successors in interest agree to maintain the exterior of said improvements in an architectural style equivalent to the architectural style of the exterior and facade of said improvements existing at the date of this instrument and agrees that he will not later, remodel, construct or construct any improvements or structure that does not conform to the architectural style of the presently existing improvements. Attached hereto as Exhibit B incorporated herein are four architect's drawings, sheet numbers P1, P2, P3 and C2, representing presently existing improvements which are the subject matter of this easement.

Included within the definition of "exterior" or facade but by no means intended to be a complete enumeration of the elements of the definition of "exterior" or facade are the following architectural matters:

Outside walls; cornice; stained or cut glass windows; location, shape and size of windows; style; coloration of building materials; paint colors; location; shape and size of doors, portals, stairs, pediments, towers, fences, and any other element of exterior or facade of any improvement or structure on the described real property including trees and landscaping.

The Grantor further grants the right to the Grantee to restrict building of any other structures or improvements on the described real property and grants the right to the Grantee to restrict the removal of any portion of the presently existing improvements. The Grantor and his successor in interest, if any, shall not affect any action contrary to the within agreements. The Grantee shall have the full and free right to enforce the foregoing restrictions and rights herein granted by any legal or equitable means including injunction against the Grantor, his heirs, successors or assigns including without limitation any successor in interest to the real property described herein who shall be deemed bound by these presents and who shall be deemed to have agreed to the same. In the event the Grantee should be required to enforce this Easement by legal action, the Grantors or their successors shall pay all costs and reasonable attorney's fees resulting from such legal action.

It is intended that this Easement shall be construed to protect the scenic appearance of the improvements presently existing on the described property and that such scenic appearance shall be preserved and shall be a burden against said land and said burden shall be deemed to run with the land.

Successors in interest to the above-described real property shall maintain such exterior and facade in accordance with the agreements contained herein. All maintenance, reconstruction, and repair or new construction shall conform to the architect's drawings incorporated herein. All deeds of the subject property described herein shall give notice of the restrictions contained herein by reference to this instrument but such notice shall not be a precondition to the enforcement of these restrictions against the Grantor's successors and interest.

This grant of easement shall not be construed to grant possessory right to the Grantee for the use of the property except as provided herein. The Grantor agrees to fully indemnify, save, protect and hold harmless the Grantee from any and all claims asserted by anyone on any basis whatsoever which may arise out of the grant of this easement or the use of the subject property. Grantor or his successors agree to pay all reasonable attorney's fees of the Grantee which may be incurred in defense of any claim as aforesaid.

In the event of violation of any covenant herein contained, the Grantee may, but is not required to, in addition to the remedies herein contained, declare a violation in writing and mail such declaration to the Grantor, his successors in interest, heirs or assigns, at his last known address. Thereafter, the Grantee may at its option enter such property to correct any such violation charging any expense thereof to the account of the Grantor which expense the Grantor agrees to pay, provided, however, if the Grantor should give written assurance to the Grantee, satisfactory to the Grantee, within seven (7) days of the

Grantee's mailing of such declaration of violation, that the Grantor shall remedy such violation, then, in such event, the Grantee shall abate its act of entry for a period of Forty-Five (45) days. The Grantee shall have as additional remedy the right to obtain specific performance of any written assurance to remedy a violation given by the Grantors hereunder. It is specifically recognized that the Grantee has made no representations of any kind in connection with the grant of the Easement.

In case of destruction of the improvements herein described to the extent of fifty-one percent (51%) or more, Grantor shall not be required to reconstruct said improvements according to the specifications of Exhibit B as attached hereto (four pages). In the event said improvements are damaged or destroyed to the extent of fifty percent (50%) or less, Grantor shall reconstruct said improvements according to the specifications of Exhibit B as attached hereto (four pages).

Acceptance of this grant by the Grantee shall be evidenced by the signature of an officer or executive administrator of the Grantee on this instrument or such other instrument which references this document.

The Grantee shall have and hold this Easement with all privileges thereunto belonging to in anywise thereunder appertaining forever.

This Easement expressly supersedes and replaces that prior Easement recorded June 29, 1979, in Book 3023 at Page 370 of the records of Arapahoe County, Colorado.

GRANTOR:

D.L.K., a General Partnership

By: Stephen P. Knowlton
Stephen P. General Partner
Knowlton,

STATE OF COLORADO }
COUNTY OF ARAPAHOE } ss,

Subscribed and sworn to before me this 7 day of January,
¹⁹⁸³
~~1982~~, by Stephen P. Knowlton.

Witness my hand and official seal.

My commission expires: Dec. 3, 1985.



Maisha Schwarz
Notary Public

ACCEPTED:

By: John D. Christy
Title:

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A.

A TRACT OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF RAPP STREET AND THE SOUTH LINE OF MAIN STREET EXTENDED WESTERLY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N 85 DEGREES 37 MINUTES 27 SECONDS W AND ALONG THE PROJECTED SOUTH LINE OF MAIN STREET A DISTANCE OF 85.00 FEET; THENCE N 04 DEGREES 12 MINUTES 51 SECONDS E AND PARALLEL WITH THE WEST LINE OF SAID SOUTH RAPP STREET A DISTANCE OF 68.27 FEET; THENCE ALONG THE ARC OF A CURVE RIGHT BEING 49.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE PHYSICAL LOCATION OF SOUTH SANTA FE DRIVE WHOSE CENTER BEARS S 72 DEGREES 51 MINUTES 04 SECONDS E HAVING A DELTA OF 03 DEGREES 03 MINUTES 01 SECONDS, A RADIUS OF 4557.35 FEET, A DISTANCE OF 242.73 FEET; THENCE S 69 DEGREES 48 MINUTES 03 SECONDS E A DISTANCE OF 65.00 FEET; THENCE ALONG THE ARC OF A CURVE LEFT ALSO BEING 114.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF THE PHYSICAL LOCATION OF SOUTH SANTA FE DRIVE WHOSE CENTER BEARS S 69 DEGREES 48 MINUTES 03 SECONDS E, HAVING A DELTA OF 00 DEGREES 45 MINUTES 22 SECONDS, A RADIUS OF 4494.35 FEET, A DISTANCE OF 59.31 FEET; THENCE S 04 DEGREES 22 MINUTES 33 SECONDS W AND ALONG THE WEST LINE OF LOT 28, BLOCK 1 OF THE PLAT OF LITTLETON A DISTANCE OF 153.56 FEET TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE N 85 DEGREES 37 MINUTES 27 SECONDS W AND ALONG THE NORTH LINE OF MAIN STREET A DISTANCE OF 21.70 FEET; THENCE S 04 DEGREES 12 MINUTES 51 SECONDS W A DISTANCE OF 75.00 FEET TO THE TRUE POINT OF BEGINNING.

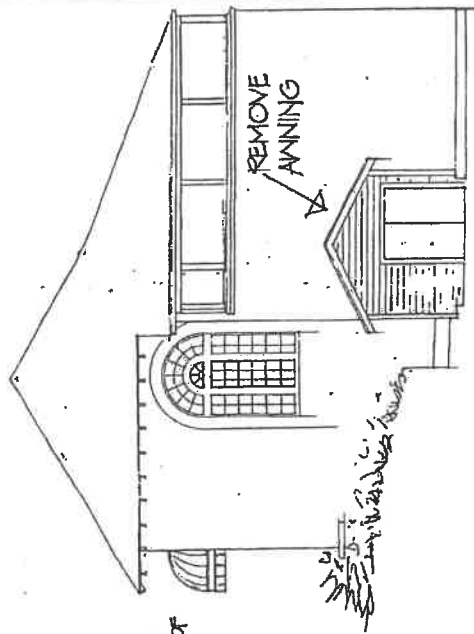
PARCEL B.

THAT PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 28, BLOCK 1, LITTLETON; THENCE WEST 21.70 FEET; THENCE SOUTH 75.00 FEET; THENCE WEST 85.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 68.27 FEET TO THE EASTERLY LINE OF U. S. HIGHWAY 85; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 70.89 FEET MORE OR LESS; THENCE EAST 17.2 FEET; THENCE NORTH 0.50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL C.

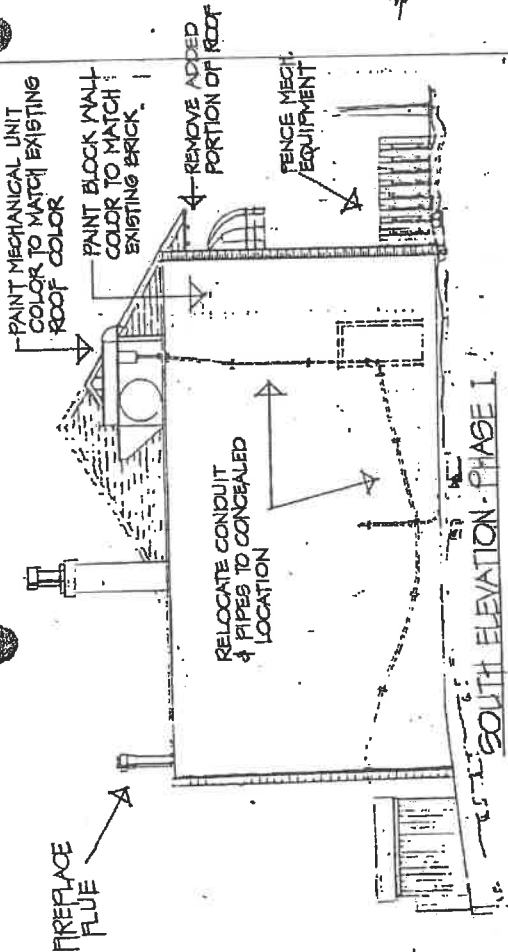
THAT PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 28, BLOCK 1, LITTLETON; THENCE WEST 21.70 FEET; THENCE SOUTH 75.00 FEET; THENCE WEST 85.00 FEET; THENCE NORTH 68.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 9.00 FEET; THENCE EAST 1.85 FEET TO THE EASTERLY LINE OF U. S. HIGHWAY 85; THENCE SOUTHWESTERLY 9.19 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.



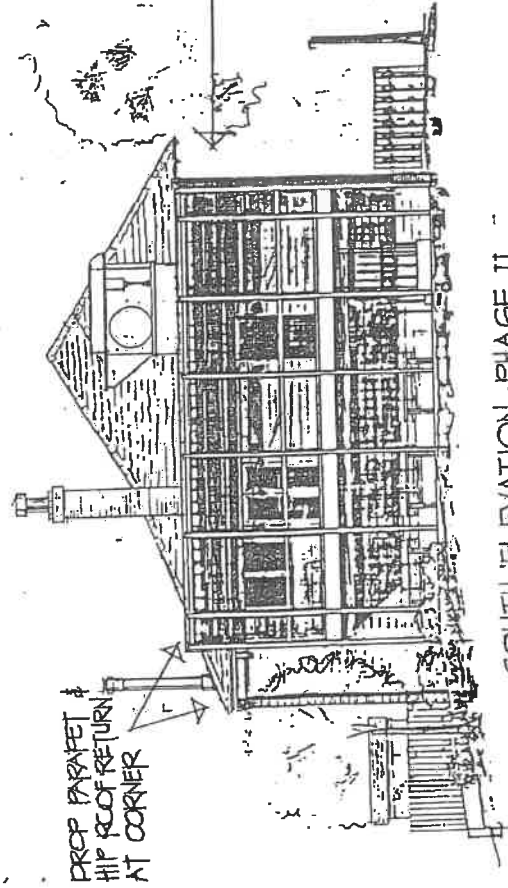


NORTH ELEVATION PHASE I

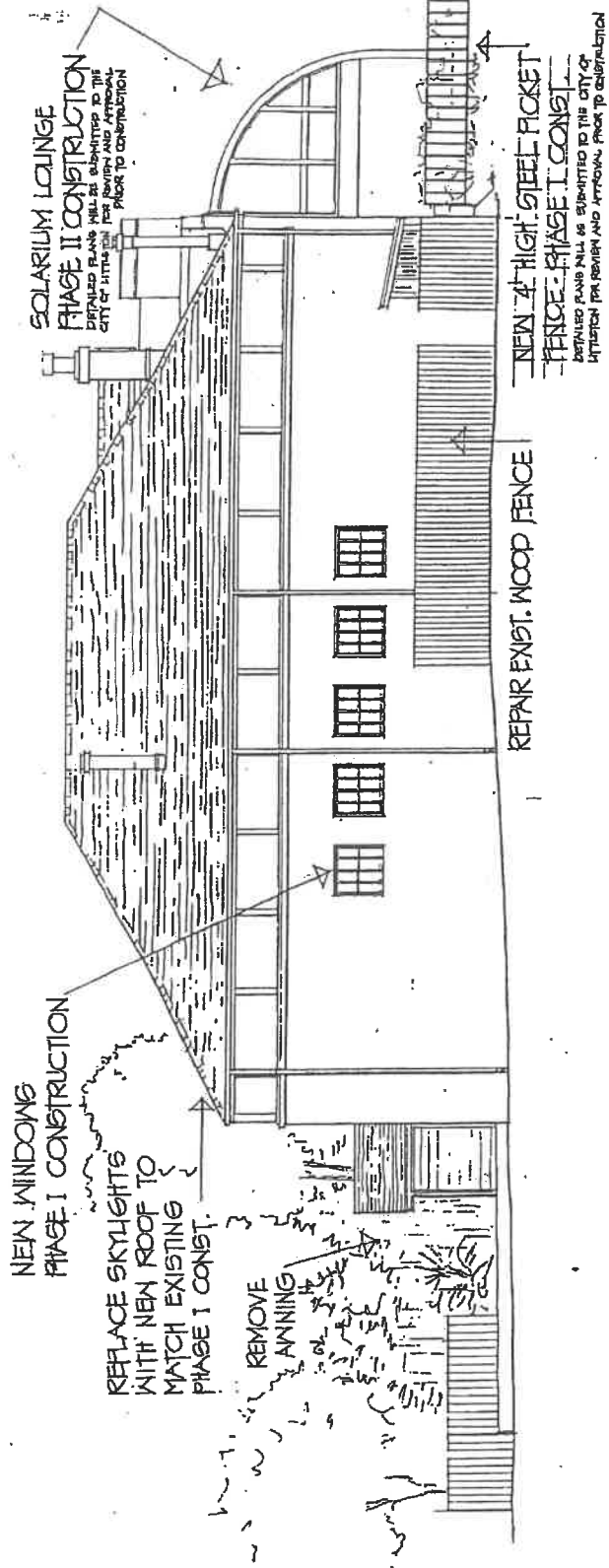
SOLARIUM LOUNGE



SOUTH ELEVATION PHASE I



SOUTH ELEVATION PHASE II



WEST ELEVATION

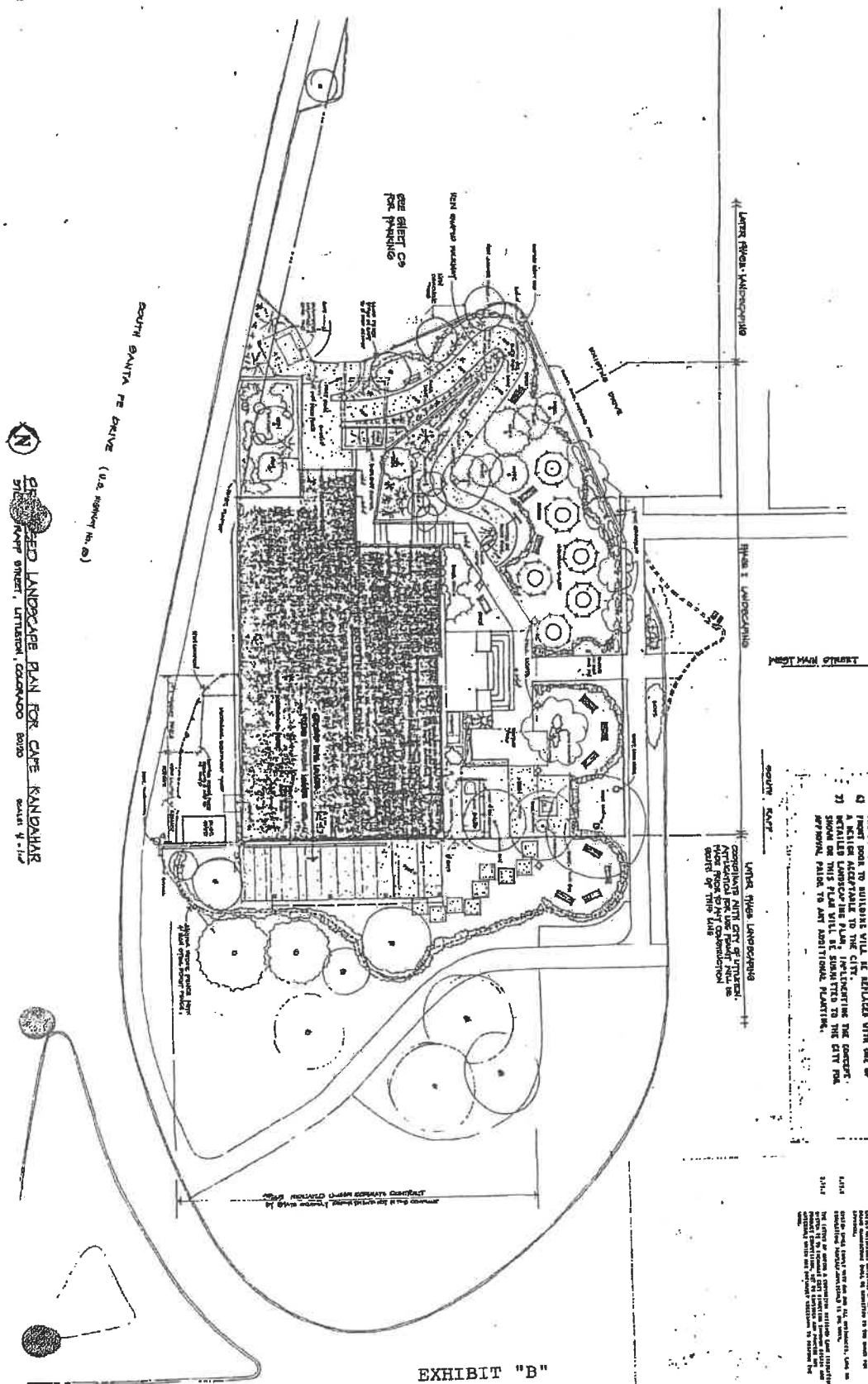


EXHIBIT "B"

21 TO THE CITY APPROVAL PRIOR TO INSTALLATION.
22 PAVING AND SIDEWALKS SHALL BE SUBMITTED TO THE
23 CITY FOR APPROVAL PRIOR TO INSTALLATION.
24 IF PAVED, IT CONSTRUCTION SHALL BE IN ACCORD WITH THE
25 CITY OF DENVER, COLORADO, STANDARD SPECIFICATIONS FOR
26 THE PAVEMENT OF THE STREETWORK. THIS SHALL BE
27 SPECIFIED BY 1-55.
28 MATERIALS SHALL BE MATCHED THE EXISTING DRIVEWAY.
29 THE DRIVEWAY SHALL BE MATCHED TO THE SIDEWALK.
30 THE DRIVEWAY SHALL BE SUBMITTED TO THE CITY FOR
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