



March 13, 2024

Mr. Mike Verhoogen, Counsel
Tebo Development Company
3111 28th Street
Boulder, Colorado 80301

**Re: Water Rights Report –Annexation Application for 4559 Ute Highway
and 4602 Highland Drive, Boulder County, CO**

Dear Mike:

Pursuant to your request, Summit Water Engineers, Inc. (Summit) has prepared this letter report to support the proposed annexation application of two adjacent properties owned by Stephen D. Tebo (hereinafter, “Tebo”) into the Town of Lyons, CO. The two properties subject to the annexation application (hereinafter, “Subject Properties”) are as follows:

- 4559 Ute Highway, Parcel No. 120320100024, and
- 4602 Highland Drive, Parcel No. 120320100018.

The location of the Subject Properties is shown in the attached **Figure 1**.

WATER RIGHTS

To prepare this report, Summit reviewed Colorado Division of Water Resource (DWR) records, materials provided by Tebo, and the Boulder County Assessor records. Based on our review of said materials, Summit prepared the following summary of the water rights appurtenant to and severed from the Subject Properties.

4559 UTE HIGHWAY

Surface Water

There are no surface water rights appurtenant to or severed from 4559 Ute Highway.

Subsurface Water

One (1) permitted exempt commercial well¹ (Well Permit No. 296008) exists with the property that has been historically used for “drinking and sanitary facilities” to the business and small apartment located on the property. The exempt commercial well is limited to a pumping rate of 15 gallons per minute (gpm) and a maximum annual withdrawal of 1 acre-foot. According to the well permit request, use of the well dates back to 1969. In 2017, Tebo requested and was issued a Change In Owner Name/Address by the Colorado Division of Water Resources. The original well permit, issued in 2014, along with the proof of ownership change are included in **Appendix A**.

4602 HIGHLAND DRIVE

Surface Water

Summit understands that Tebo purchased one-half (½) share of the Palmerton Consolidated Ditch Company with its purchase of 4602 Highland Drive (Certificate No. 708 attached hereto as **Appendix B**). The Palmerton Ditch runs through the property in a northeasterly direction along the property’s north and west boundaries. Based on review of historical aerial imagery, Summit believes the Palmerton Ditch water associated with the one-half share was used to irrigate pasture grass on the property and eventually a mix between pasture grass and commercial nursery and greenhouse activities. Tebo’s ownership of one-half Palmerton Ditch share represents a real property right that can be sold separately from the property (i.e., severed right).

Subsurface Water

Two (2) exempt domestic wells are located on the property. The well permits appear to have been issued when the property was two separate tracts. The well permits are as follows:

- **Well Permit No. 3463** - is an exempt domestic well permit issued in 1959 to Ralph and Lucy Ord. Historical use of the well appears to be domestic use associated with a domicile residing on the property. The yield of the 81-ft deep well was recorded as rather low (i.e., 60 gallons per hour or 1 gpm). In 2023, Tebo requested and was issued a Change In Owner Name/Address by the Colorado Division of Water Resources. The original well permit and proof of ownership change are included in **Appendix C**.

¹ “Exempt” refers to the use of the well being exempt from water rights administration and therefore not administered under the priority system. However, use of such exempt wells is limited specifically by the conditions of the approval stated on the well permit.

Mr. Mike Verhoogen
March 13, 2024
Page 3

- **Well Permit No. 4515** - is an exempt domestic well permit also issued in 1959 to Agnes Cumberfort. Historical use of the well appears to be domestic use associated with a domicile residing on the property. The yield of the 25-ft deep well was recorded as 10 gpm). In 2023, Tebo requested and was issued a Change In Owner Name/Address by the Colorado Division of Water Resources. The original well permit and proof of ownership change are included in **Appendix D**.

Summit's research indicates the Subject Properties do not overlie any of the defined Denver Basin nontributary aquifers (e.g., Laramie-Fox Hills aquifer, Arapahoe aquifer, etc.). That said, the Town of Lyons is likely to request Tebo transfer any and all nontributary and/or not-nontributary ground water underlying the Subject Properties (to the extent they exist) to the town as part of the annexation process.

Please do not hesitate to contact me if you have any questions or comments regarding this report.

Sincerely,

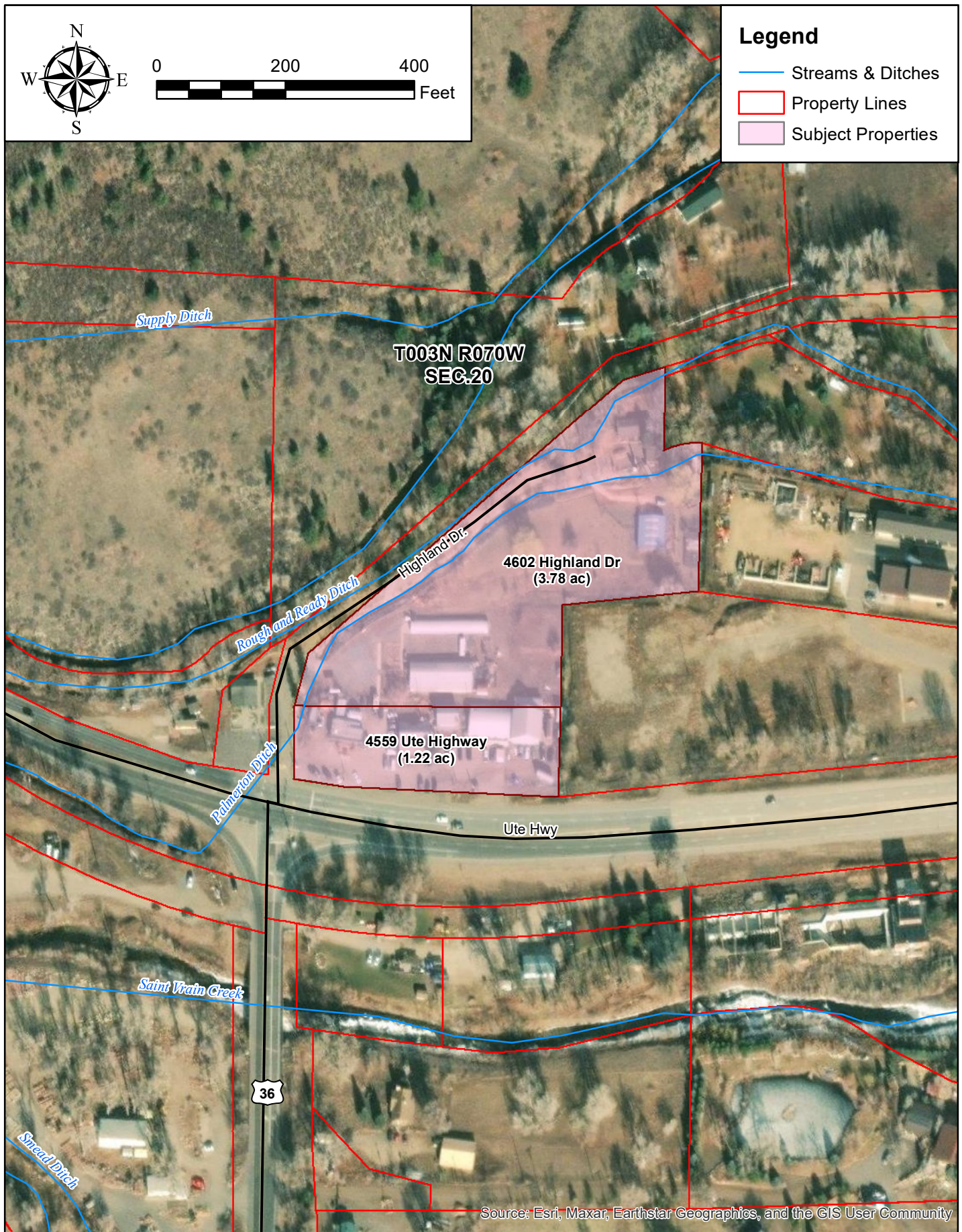
SUMMIT WATER ENGINEERS, INC.



Branden B. Effland, P.E.
Principal

Attachments

FIGURES



 SUMMIT WATER ENGINEERS INC.	Tebo Development Company Subject Properties		FIGURE: 1
	JOB NO: 0234.001.00	SCALE: 1 inch=200 feet	

APPENDIX A

WELL PERMIT NO. 296008

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

LR

WELL PERMIT NUMBER 296008
DIV. 1 WD 5 DES. BASIN MD

APPLICANT

JOHN & EILEEN WINANS
3244 9TH STREET
BOULDER, CO 80304-

(720) 272-3558

APPROVED WELL LOCATION

BOULDER COUNTY

SE 1/4 NE 1/4 Section 20
Township 3 N Range 70 W Sixth P.M.

DISTANCES FROM SECTION LINES

1951 Ft. from North Section Line
1089 Ft. from East Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: 478874 Northing: 4451387

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 ensure 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) Construction details for this existing well have not been provided to this office; therefore, it is not known if the construction of this well is in compliance with the Water Well Construction Rules, 2 CCR 402-2. The issuance of this permit does not relieve the well owner of responsibility or liability in the event contamination of the groundwater source results from the construction or use of this well, nor does the State Engineer assume any responsibility or liability should contamination occur.
- 3) Recorded pursuant to CRS 37-92-602(5), and the policy of the State Engineer, for historical use as indicated herein. This well produces 15 GPM, and is used for drinking and sanitary facilities as described in CRS 37-92-602(1)(c), in an individual commercial business and a residence. Water from this well shall not be used for lawn/landscape/greenhouse irrigation, domestic animal/livestock watering, or any other purpose outside the business building structure(s).
- 4) Approved as the only well providing water to this business, which is on a 1.2 acre parcel, described as that portion of the S 1/2 of the NE 1/4 of Section 20, Township 3 North, Range 70 West of the 6th P.M. more particularly described on the attached exhibit A, Boulder County.
- 5) The annual amount of ground water to be appropriated shall not exceed one (1) acre-foot (325,900 gallons).
- 6) The date of first beneficial use, as claimed by the applicant, is 1969.
- 7) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 8) A totalizing flow meter must be installed on this well 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.

NOTICE: This permit has been approved with an adjustment to the well location to place the well on the applicant's parcel. The well was registered without lawn and garden irrigation to be consistent with DWR policy. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

APPROVED
SMJ

State Engineer

DATE ISSUED 10-22-2014

By

EXPIRATION DATE N/A

Receipt No 3666652

21 AB

Form No. GWS-12 6/2012	STATE OF COLORADO OFFICE OF THE STATE ENGINEER 1333 Sherman St., Room 821, Denver, CO 80203 Main: (303) 866-3581 Fax (303) 866-3589 DWR Website: www.water.state.co.us Email to: dwrpermitsonline@state.co.us	For Office Use Only <div style="text-align: center; font-size: 1.2em; font-weight: bold;">RECEIVED</div> <div style="text-align: center; font-size: 1.1em;">SEP 18 2014</div> <div style="text-align: center;">WATER RESOURCES STATE ENGINEER COLO</div> <div style="text-align: right; font-size: 0.8em;">3666852. 3:17:33 PM \$100.00 \$100.00</div> <div style="text-align: right; font-size: 0.8em;">Transaction # Date: 9/18/2014 Transaction Total: CHECK #1040</div>
REGISTRATION OF EXISTING WELL Review form instructions prior to completing form		
NAME & CONTACT INFORMATION OF WELL OWNER:		
Name(s) <u>John Winans</u> <u>Eileen Winans</u>		
Mailing Address <u>3244 9TH ST</u>		
City: <u>Boulder</u> State: <u>Co</u> Zip Code: <u>80304</u>		
Phone No. with area code <u>720-272-3558</u>		Email <u>JDWINANS@comcast.net</u>
WELL LOCATION County: <u>Boulder</u> Well Name(optional): <u>Longmont</u>		
<u>4559 Ute Hwy</u> <u>Co</u> <u>80503</u> (Address) (City) (State) (Zip)		
<u>SE</u> 1/4 of the <u>NE</u> 1/4, Sec <u>20</u> Twp <u>3</u> <input checked="" type="checkbox"/> N. or <input type="checkbox"/> S., Range <u>70</u> <input type="checkbox"/> E. or <input checked="" type="checkbox"/> W., <u>6</u> P.M.		
Distance from Section Lines _____ Ft. <input type="checkbox"/> N. or <input type="checkbox"/> S. Line, _____ Ft. <input type="checkbox"/> E. or <input type="checkbox"/> W. Line.		
ATTACH A COPY OF A CURRENT DEED FOR THE SUBJECT PARCEL		
Subdivision Name _____ Lot _____ Block _____ Filing/Unit _____		
Optional: GPS well location information in UTM format. The following GPS settings are required: Format must be UTM. Units must be in meters. Datum must be NAD83. Unit must be set to true north. <input type="checkbox"/> Zone 12 or <input checked="" type="checkbox"/> Zone 13		
Was GPS unit checked for above items? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
The well has historically been used for the following purpose(s): <u>Retail Sales - Residential - contractors office, flower beds</u>		
Water first used beneficially by the original owner for the above described purposes on (mm/dd/yyyy) <u>1969</u>		
The total depth of this well is <u>11 1/2</u> feet.		
The pumping rate of this well is <u>15</u> gallons per minute.		
The average annual amount of water diverted is <u>1</u> acre-feet.		
The lawn and garden irrigated (watered) by water from this well is <u>640</u> <input type="checkbox"/> Acre or <input checked="" type="checkbox"/> Square feet. Number		
The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 23-3-104(13)(a). I have read the statements herein, know the contents thereof, and state that they are true to my knowledge.		
Sign or enter name of Well Owner(s) <u>John Winans Eileen Winans</u>		Print Name and Title of Well Owner(s) <u>John Winans</u> <u>EILEEN WINANS</u>
		Date (mm/dd/yyyy) <u>9-15-14</u>
<div style="display: flex; justify-content: space-between;"><div style="width: 30%;">WE <input checked="" type="checkbox"/> WR <input checked="" type="checkbox"/> CWCB <input checked="" type="checkbox"/> AQUA <input checked="" type="checkbox"/> MYLAR <input type="checkbox"/></div><div style="width: 40%; text-align: center;">For Office Use Only <u>UTM'S are not on the</u> <u>parcel -</u> <u>E 478874</u> <u>N 4451387</u> <u>1951N</u> <u>1089E</u></div><div style="width: 30%; text-align: right;"><u>Per Boulder County Assessor's</u> <u>office - Buildings for heat</u> <u>storage, retail sales with</u> <u>small apartment (above one</u> <u>of the buildings)</u></div></div> <div style="text-align: right; margin-top: 10px;">Div <u>1</u> WD <u>5</u> Basin _____ MD _____</div>		

MYLAR _____

EXHIBIT A

SCHEDULE A

RECEIVED
SEP 18 2014
WATER RESOURCES
STATE ENGINEER
COLO

A tract of land located in the South 1/2 of the Northeast 1/4 of Section 20, T3N, R70W of the 6th P.M., County of Boulder, Colorado; described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 20, T3N, R70W of the 6th P.M. from whence the Northeast corner of said Section 20 bears $N00^{\circ}27'00''W$; thence $N55^{\circ}29'47''W$, 1059.78 feet to a point on the North right-of-way line of Colorado State Highway No. 66 as described on Film 625 at Reception No. 869134, Boulder County Records, Colorado; said point also being the True Point of Beginning;

Thence $N86^{\circ}29'44''W$, 337.10 feet along the North right-of-way line of said Highway No. 66;

Thence $N81^{\circ}45'14''W$, 74.55 feet along the North right-of-way line of said Highway No. 66;

Thence North, 0.60 feet, leaving said Highway right-of-way;

Thence $N13^{\circ}14'02''E$, 107.89 feet;

Thence $N89^{\circ}56'41''E$, 386.40 feet;

Thence $S00^{\circ}21'20''W$, 137.30 feet more or less to the True Point of Beginning.

Best Copy Available

Form
No.
GWS-
12-A
10/2011

COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
1313 SHERMAN ST., Ste 821, DENVER, CO 80203
Phone: (303) 866-3581 Fax: (303) 866-3589

For Office Use Only

RECEIVED

SEP 18 2014

WATER RESOURCES
STATE ENGINEER
COLO

STATEMENT OF HISTORICAL USE

Review form instructions prior to completing form
This form is to be submitted with the Registration form, GWS-12

I, John Winans + Eileen Winans do state as follows: I am the owner of a well located in the
(print name of well owner)

SE 1/4 of the NE 1/4, Sec. 20, Township 3 ☒ N. or ☐ S., Range 70 ☐ E. or ☒ W., 6 P.M.

Water Court case no. _____ (if applicable), Owner's well designation (well name) _____

Location of well (street address - if applicable): 4559 Ute Hwy Longmont Co 80503

Location of well (subdivision name/lot/block/filing - if applicable): _____

Is historical use on same parcel as where well is located? ☒ Yes/ ☐ No. If no, provide location where well is used

(address/subdivision name/lot/block/filing): _____

Size of parcel where well is located 6.2 acres. Will this be the only well on the parcel? ☒ Yes/ ☐ No. If no, list permit number(s) or water court decree case number(s) for other well(s) _____

Will future use be on same parcel as historical? ☒ Yes/ ☐ No. If no, provide new location (address/subdivision name /lot/block/filing) _____

Existing well location and visual conditions: If stating no, must include an explanation of the circumstances.

Type of existing well (circle one): drilled; hand dug; spring well gallery well; gravel pit; other _____

Distance to nearest septic tank/sewer line (approximate) 40 feet. Distance to nearest leach field (approx.) 40 feet.

Is the well in a clean and sanitary location? yes - ultraviolet Purifier installed

Is the ground at the surface surrounding the well firm and stable and sloped away from the well for proper drainage? yes

Is the well situated in a well house or vault? NO If so, is the well house or vault in good repair and condition? _____

Existing well construction and materials: If stating no, must include an explanation of the circumstances.

Is the well equipped with a sanitary well seal/cap? yes

Is the well constructed with steel casing that extends at least one (1) foot above the ground surface? NO - PLASTIC CASING

Casing size (diameter) 10 inches.

Who constructed well? unknown Who installed pump? unknown

Historical use initiated prior to May 8, 1972

The well identified above has been used since prior to May 8, 1972 as the water supply for the following exempt uses listed in § 37-92-602, C.R.S. (or § 37-90-105, C.R.S., in a Designated Ground Water Basin):

- a) Ordinary household use inside _____ single-family dwelling(s) (maximum of 3 single family dwellings);
- b) The irrigation of _____ acre/square feet (circle one) of home gardens and lawns (maximum of one acre - one acre is equivalent to 43,560 square feet);

c) The watering of domestic animals/poultry ☐ yes/ ☐ no; livestock on a farm or ranch ☐ yes/ ☐ no

OR (above uses cannot be combined with commercial uses)

d) Drinking and sanitary facilities inside an individual commercial business ☒ yes/ ☐ no (If commercial use claimed, Form GWS-57, Commercial drinking and sanitary well worksheet, must also be completed and submitted.)

(Note: Commercial wells in a Designated Ground Water Basin may also include outside uses.)

Have the above claimed uses been in continuous use since May 8, 1972? ☒ Yes/ ☐ No. If no, for each claimed use, list dates when this well supplied the above claimed uses: _____

I understand that uses that were not initiated prior to May 8, 1972 are not eligible for registration and any expansion of use that occurred after May 8, 1972 is not eligible for registration. Additionally, I understand that if the well has not been operational or has not existed for a period of at least ten (10) years, the well is not eligible for registration.

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to § 23-3-104(13)(a), C.R.S. I have read the statements herein, know the contents thereof, and state they are true to my knowledge.

Print Name & Title (Well Owner(s))

John Winans
Eileen Winans

Signature of Well Owner(s)

[Signature]
Eik W

Date

9-15-14
9-15-14

Application Receipt No. _____

Applicant's Name: Winans

COMMERCIAL DRINKING AND SANITARY WELL WORKSHEET

Review instructions on reverse side prior to completing form. The form must be completed in black or blue ink or typed.

1. Name and Type of Business: The New Anchorage - boat sales & service

2. Is this application for a new well?

☐ Yes

☒ No If no, is this application for a change of use for an existing well?

☐ Yes Permit Number of well (if applicable) _____

☒ No For wells used for drinking and sanitary purposes prior to May 8, 1972, a field inspection of the well to verify historical uses may be required. See form GWS-12 Registration of Existing Well and form GWS-12A Statement of Historical Use for further information.

RECEIVED

SEP 18 2014

WATER RESOURCES
STATE ENGINEER
COLO

3. Is the parcel the well is located on (or will be located on) within the boundaries of a water service area (water district, municipality, water company, etc.) or is water available from another source (such as a well)?

☐ Yes If yes, indicate what this other source is _____

☒ No (name of water district/supplier, or well permit number)

4. Proposed type of disposal system to be used:

☒ Septic tank / absorption leach field

☐ Central System (district name:) _____

☐ Vault (location sewage hauled to:) _____

☐ Other (attach copy of engineering design)

5. Water Demand Calculations (for average factors for water demand see below)

Employees

Number of Employees	X	Number of Gallons per Employee per Day	X	Number of Days Employee Works per Year	=	Gallons per Year
<u>14</u>	X	<u>15</u>	X	<u>260</u>	=	<u>54,600</u> A

Customers

Number of Customers per Day	X	Number of Gallons per Customer	X	Number of Days Business is Open per Year	=	Gallons per Year
<u>20</u>	X	<u>5</u>	X	<u>260</u>	=	<u>26,000</u> B

Other Uses (Note: No uses outside of the building would be permitted for this type of well.)

Type of Use	X	Gallons per Use per Day	X	Days per Year	=	Gallons per Year
<u>-</u>	X	<u>-</u>	X	<u>-</u>	=	<u>-</u> C

Total amount of water required:

=	Gallons per Year (A + B + C)
=	<u>80,600</u>

For wells used for commercial drinking and sanitary purposes on or after May 8, 1972, the total water demand cannot exceed 108,600 gallons (1/3 of an acre-foot) per year.

For wells used for commercial drinking and sanitary purposes prior to May 8, 1972, the total water demand cannot exceed 325,900 gallons (1 acre-foot) per year.

General Guidelines for Water Demand in Gallons per Day

Day Workers at Offices – 15 gallons/person/day

Food Service Establishments (with toilet and kitchen wastes) – 10 gallons/patron/day

Churches (does not include food service) – 5 gallons/seat/day

Overnight Lodging – 50 gallons/customer/day

On-Site Proprietor of Overnight Lodging (i.e. on-site owner of a Bed & Breakfast) – 80 gallons/person/day

Additional water demand figures may be obtained from a private water consultant or from a technical reference on this subject.

The printed portions of this form approved by
the Colorado Real Estate Commission (TD 72-II-83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST
(Due on Transfer — Strict)

RECEIVED

SEP 18 2014

WATER RESOURCES
STATE ENGINEER
COLO

THIS DEED OF TRUST is made this 16th day of November, 19 93, between JOHN D. WINANS and EILEEN M. WINANS (Borrower),
whose address is _____;

and the Public Trustee of the County in which the Property (see paragraph I) is situated (Trustee); for the benefit of

Jean Liddle Peila, Personal Representative of the Estate of Agnes Cumberford, also known as Agnes Liddle Dirkes, and as Agnes L. Dirkes Cumberford and as Agnes Liddle Dirkes Cumberford, Deceased

(Lender), whose address is

2169 Apple Valley Road, Lyons, CO 80540

Borrower and Lender covenant and agree as follows:

I. Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property located in the _____ County of Boulder, State of Colorado:

See attached Schedule A

which has the address of 4559 Ute Road _____, _____

(Street)

Lyons

, Colorado

80540

(City)

(Zip Code)

(Property Address), together with all its appurtenances (Property).

2. Note; Other Obligations Secured. This Deed of Trust is given to secure to Lender:

A. the repayment of the indebtedness evidenced by Borrower's note (Note) dated November 16, 19 93, in the principal sum of EIGHTY-EIGHT THOUSAND AND NO/100ths (\$88,000.00)

U.S. Dollars, with interest on the unpaid principal balance from November 16, 19 93, until paid, at the rate of 8.5 percent per annum, with principal and interest payable at

2169 Apple Valley Road, Lyons, CO 80540

or such other place as the Lender may designate, in monthly

payments of

SIX HUNDRED SEVENTY-SIX AND 64/100ths

Dollars (U.S. \$ 676.64) due on the 16th day of each month

beginning December 16, 19 93; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on November 16, 19 99;

and Borrower is to pay to Lender a late charge of 5 % of any payment not received by the Lender within 10 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except

B. the payment of all other sums, with interest thereon at 18 % per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

C. the performance of the covenants and agreements of Borrower herein contained.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date and except none other

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to paragraph 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to paragraph 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

RECEIVED

SEP 18 2014

WATER RESOURCES
STATE ENGINEER

6. **Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set forth in paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this paragraph if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under paragraph 6 above, if the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

10. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. **Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

SEP 18 2014

WATER RESOURCES
STATE OF ARIZONA
COUNTY OF MARICOPA

18. Acceleration; Foreclosure; Other Remedies. Except as provided in paragraph 24 (Transfer of the Property), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice — notice being hereby expressly waived.

Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Escrow Funds for Taxes and Insurance. This paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to _____ of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus _____ of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Lender in trust for the benefit of the Borrower and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Borrower, (v) the reorganization, liquidation or dissolution of the Borrower. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:

- (a) All sums secured by this Deed of Trust shall become immediately due and payable (acceleration).
- (b) Borrowers shall notify the Lender in writing of any proposed Transfer at least 20 days before any Transfer.
- (c) If Acceleration occurs upon a Transfer, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of the Acceleration nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

26. Deletions. Paragraph 23 shall not be a part of this Deed of Trust.

Continued on reverse side.

27. Hazardous Substances. See attached Schedule B.

EXECUTED BY BORROWER.

RECEIVED

SEP 18 2014

WATER RESOURCES
STATE ENGINEER
COLO

IF BORROWER IS NATURAL PERSON(s):

John D. Winans

Eileen M. Winans

doing business as _____

IF BORROWER IS CORPORATION:

ATTEST:

Secretary

(SEAL)

Name of Corporation

by

President

IF BORROWER IS PARTNERSHIP:

Name of Partnership

by

A General Partner

STATE OF COLORADO

COUNTY OF

BOULDER

ss.

The foregoing instrument was acknowledged before me this 16th day of November,

19 93, by* John D. Winans and Eileen M. Winans

Witness my hand and official seal.

My commission expires: October 16, 1994.

Notary Public

Address

*If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith & Smith, a general partnership."

No

DEED OF TRUST

FROM

TO

THE PUBLIC TRUSTEE
FOR THE USE OF

STATE OF COLORADO,

County of

ss.

I hereby certify that this instrument was filed for record

in my office at _____ o'clock _____ M.,

_____, 19_____, and is duly

recorded in book _____, page _____

Film No. _____ Reception No. _____

Clerk and Recorder

By

Deputy

Fees, \$

BRADFORD PUBLISHING CO

Attachment

RECEIVED

LEGAL DESCRIPTION (AS SHOWN ON RECEPTION NO. 1429342):

THE WEST 1/2 OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., EXCEPT THE FOLLOWING:

SEP 18 2014
WATER RESOURCES
STATE ENGINEER
COLO

TRACT CONVEYED TO BOULDER COUNTY BY DEED RECORDED IN BOOK 624 AT PAGE 426

TRACT CONVEYED TO HUGH LEE HAMMONDS AND SUSIE CORNELIA HAMMONDS BY DEED RECORDED IN BOOK 642 AT PAGE 16

TRACT CONVEYED TO FRED DIRKS [SIC] BY DEED RECORDED IN BOOK 660 AT PAGE 162

TRACT CONVEYED TO FRED DAVID DIRKES AND DOROTHY BETH DIRKES BY DEED RECORDED SEPTEMBER 5, 1957 IN BOOK 1055 AT PAGE 197

TRACT CONVEYED TO CITY OF LONGMONT BY DEED RECORDED SEPTEMBER 5, 1957 IN BOOK 1055 AT PAGE 201

AND EXCEPT ANY PART OF THE LAND LYING NORTH OF THE BOULDER COUNTY HIGHWAY KNOWN AS THE OLD ESTES PARK HIGHWAY

AND EXCEPT A TRACT IN THE NORTHEAST CORNER, AS STATED TO HAVE BEEN CONVEYED BY DEED FROM WILLIAM L. PARSONS TO THOMAS MCCALL, AS EVIDENCED BY DEED RECORDED SEPTEMBER 5, 1957 IN BOOK 1055 AT PAGE 200

AND EXCEPT THAT PART TO THE DEPARTMENT OF HIGHWAYS BY INSTRUMENT RECORDED JANUARY 19, 1968 ON FILM 625 AS RECEPTION NO. 869134

AND EXCEPT ANY AND ALL IMPROVEMENTS LOCATED ON SUBJECT PROPERTY, COUNTY OF BOULDER, STATE OF COLORADO.

PROPERTY DESCRIBED BY METES AND BOUNDS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 20 FROM WHENCE THE NORTH SIXTEENTH CORNER OF SECTIONS 20 AND 21 LIES N00°15'23"E, 1315.54 FEET;

THENCE N54°44'07"W, 1,060.00 FEET TO THE NORTHEASTERLY CORNER OF DEPARTMENT OF HIGHWAYS PARCEL NO. 38 DESCRIBED IN A DEED RECORDED 01/19/1968 AT RECEPTION NO. 869134, BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL THE FOLLOWING TWO COURSES (BEING THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 66):

- 1) N85°43'37"W, 337.10 FEET;
- 2) N81°00'43"W, 78.08 FEET;

THENCE N02°57'52"E, 105.53 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE;

THENCE S89°17'24"E, 410.41 FEET ALONG A LINE DESCRIBED IN A DEED RECORDED 07/03/1959 IN BOOK 1113 AT PAGE 416;

THENCE S01°03'44"W, 137.64 FEET ALONG THE WESTERLY LINE OF A PARCEL DESCRIBED IN A DEED RECORDED 08/03/1966 AT RECEPTION NO. 822965 TO THE POINT OF BEGINNING, CONTAINING 1.18 ACRES, MORE OR LESS.

SECTION LINE: (BASIS OF BEARINGS)
N00°15'23"E 1315.54'

9/15/2014

Accela Citizens Request

03/03/1953 ~~BP-81-1095~~ 4559 UTE HW

03/03/1953 ~~BR-80-42204~~ 4559 UTE HW

03/05/1953 ~~BR-71-14715~~ 4559 UTE HW

Building/Accessory
Building/Agricultural/NA
Building/Commercial/New/NA
~~Building/Residential/New/NA~~

RECEIVED

SEP 18 2014

WATER RESOURCES
STATE ENGINEER
COLO

Boulder County

About Us
Departments
Elected Officials
Office Locations
Jobs & Volunteer

Stay Informed

News
Email Updates
Events
Elections
Job Alerts

Local Governments

City of Boulder
City of Lafayette
City of Longmont
City of Louisville
Unincorporated Towns and
Communities

Town of Erie
Town of Jamestown
Town of Lyons
Town of Nederland
Town of Superior
Town of Ward (no official
website)

Follow



Select Language ▼

Powered by Google Translate

Copyright 2014 Boulder County, CO | [Privacy Policy](#) | [Linkage Policy](#) | [Webmaster](#) | [Contact Us](#)

**Boulder County**
Colorado[2013 Flood](#) | [Home](#) | [Contact](#) | [Departments](#) | [Government](#) | [Elections](#) | [Jobs & Volunteer](#)

flickr

[Families & Adults](#)[Open Space & Recreation](#)[Property & Land](#)[Roads & Transportation](#)[Environment](#)[Safety & Law](#)[Licenses, Permits & Records](#)

Land Use Records Search

You can search Land Use records such as Building Permits, Planning Applications, and Code Enforcement cases.

A [Mobile Device Land Use Records Search](#) is available to registered users.

[Register for an Account](#) | [REPORTS AND STATISTICS \(5\)](#) | [Login](#)[Search All Records](#)

RECEIVED

SEP 18 2014

WATER RESOURCES
STATE ENGINEER
COLO[Home](#)[Building Permits](#)[Planning Applications](#)[Code Enforcement Cases](#)[Search Permits](#)

Record BP-71-14715:

3/3/53

New Residence

Work Location

4559 UTE HW

Record Details

For more information please [Ask a Building Official](#)

Project Description:

RES

Owner:

HONEYMAN, DON
BOX 415
LYONS 0

► More Details

[Inspection Results](#)

▼ Inspections

Upcoming

You have not added any inspections.

Click the link above to schedule or request one

Completed

There are no completed inspections on this record.

► Processing Status

► Documents

► Related Records

Attachment

SCHEDULE "A"
JOHN D. WINANS and EILEEN M. WINANS DEED OF TRUST
MAY 18, 1994

RECEIVED

SEP 18 2014

WATER RESOURCES
STATE ENGINEER
COLO

The West 1/2 of the Southeast Quarter of the Northeast Quarter of Section 20, Township 3 North, Range 70 West of the 6th P.M., Except the following:

Tract conveyed to Boulder County by Deed recorded in Book 624 at Page 426
Tract conveyed to Hugh Lee Hammonds and Susie Cornelia Hammonds by Deed recorded in Book 642 at Page 16

Tract conveyed to Fred Dirks by Deed recorded in Book 660 at Page 162

Tract conveyed to Fred David Dirkes and Dorothy Beth Dirkes by Deed recorded September 5, 1957 in Book 1055 at page 197

Tract conveyed to City of Longmont by Deed recorded September 5, 1957 in Book 1055 at Page 201 and except any part of the land lying North of the Boulder County Highway known as the Old Estes Park Highway and Except a Tract in the Northeast corner, as stated to have been conveyed by Deed from William L. Parsons to Thomas McCall, as evidenced by Deed recorded September 5, 1957 in Book 1055 at Page 200 and Except that part to the Department of Highways by instrument recorded January 19, 1968 on Film 625 as Reception No. 869134 and Except any and all improvements located on subject property, County of Boulder, State of Colorado



ORIGINAL PERMIT APPLICANT(S)

WINANS JOHN & EILEEN

APPROVED WELL LOCATION

Water Division: 1 Water District: 5
Designated Basin: N/A
Management District: N/A
County: BOULDER
Parcel Name: N/A
Physical Address: N/A

SE 1/4 NE 1/4 Section 20 Township 3.0 N Range 70.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 478944.3 Northing: 4451397.0

REGISTRATION OF EXISTING WELL

See the original well permit file for permit conditions of approval and additional details. The original permit file can be viewed using the Well Permit Search Tool at www.water.state.co.us

Date Issued: 10/22/2014

Expiration Date: N/A

Issued By

PERMIT HISTORY

10-26-2017 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO STEPHEN D TEBO
06-03-2016 PERMIT AMENDMENT (LOCATION)

APPENDIX B

PALMERTON DITCH CERTIFICATE

Capital Stock \$5,300.

Shares \$100 Each.

The

Palmerton Consolidated Ditch Company

Office: HYGIENE, COLORADO

Incorporated Under the Laws of the State of Colorado

This Certifies THAT Stephen D. Tebo d/b/a Tebo Development Co.
is the owner of one-half (1/2) shares of the Capital Stock of THE PALMERTON
CONSOLIDATED DITCH COMPANY, Transferable only on the books of the Company
on the surrender of this Certificate, with proper order of transfer.



A. A. M.

IN WITNESS WHEREOF, the President and Secretary of said
Company have hereunto set their hands, at the office of the com-
pany, this 11th day of September 2023

Secretary.

John A. Tebo President.

No shares shall be transferred to a shareholder so that he owns less than one eighth of one share of stock, without the express written approval of the board of directors. Plans of augmentation, exchanges, changes in nature of use, time of use, return flow patterns, purpose of use or changes in point of diversion or other extended uses or changes in the water rights appertaining to these shares are subject to the reasonable approval of the board of directors as provided in the by-laws of the company.

APPENDIX C

WELL PERMIT NO. 3463

Form E (Rev.)
 Index No. 44
 IDWD 1-3
 Use Domestic
 Registered 5/28/59
 Cards Typed 6/2/59

STATE OF COLORADO
 DIVISION OF WATER RESOURCES
 OFFICE OF THE STATE ENGINEER
 GROUND WATER SECTION

LOG AND HISTORY OF WELL
 PERMIT NO. 3463

RECEIVED

MAY 28 1959
 GROUND WATER SECT.
 COLORADO
 STATE ENGINEER

Lic.
 Drilled by Verlin E. Norris No. 246
Drilling Co.
 Owner Ralph J. & Lucy M. Ord

Address Box 947, Lyons, Colo.

Tenant Same

Used for Domestic

on or by SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 20, T-3N, Rge 70W

(description of site or land)
 Date Started May 13, 1959

Date Completed May 15, 1959

Date Tested May 15, 1959

1 gpm
 Yield 60 gph 80 cfs

Pump type _____ Outlet Size _____

Driven by _____ HP @ RPM _____

Depth to Water 25 Ft. Draw down 79 Ft.

Depth to Inlet _____ Ft.; Bowl _____ Ft.

Size and Kind of Casing:

From 00 to 12' Type 6" OD Wt. 9.84

From 12' to 81' Type Steel Open Hole Wt. _____

From _____ to _____ Type _____ Wt. _____

Perforations: Size and Type

From NONE to _____ Type _____ Size _____

From _____ to _____ Type _____ Size _____

From _____ to _____ Type _____ Size _____

Well description: Total Depth 81 Ft.

Hole (from 00 to 81', 6 in.
 Diam. (from _____ to _____, _____ in.
 (from _____ to _____, _____ in.

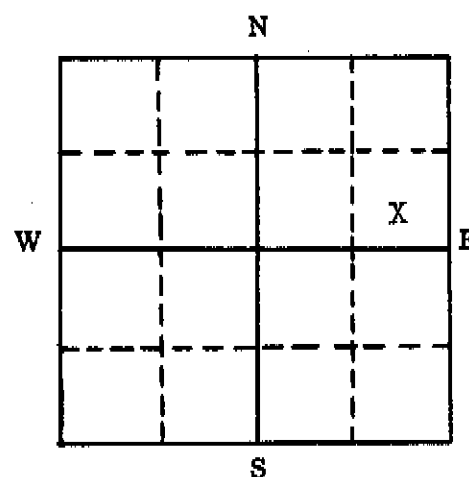
WELL LOCATION

Boulder 07 County

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sect. 20

Twp. 3-N, Rge. 70W, 6 PM

LOCATE WELL ACCURATELY
 IN THE SMALL SQUARES REP-
 PRESENTING 40 ACRES



If the above is not applicable
 fill in:

Town or Subdivision _____

Tract 2264-B

Street Address or Lot & Block _____

Ground elevation _____
 (if known)

How Drilled:

Cable tools

REMARKS

Cementing, Packing, Type of
 Shut-off, Depth to Shut-off, etc.
 PUT LOG OF WELL ON RE-
 VERSE SIDE

TO BE MADE OUT IN QUADRUPLICATE: Original Blue and Duplicate Green to
 State Engineer's Office, White copy to Owner, and Yellow copy to Driller

LOG OF WELL
(ADD SPACES AS NEEDED)

From	<u>00</u>	ft.	to	<u>2</u>	ft.	Top soil
	<u>2</u>	ft.	to	<u>11</u>	ft.	Fractured rock
	<u>11</u>	ft.	to	<u>81</u>	ft.	Hard shale & streaks of hard rock.
		ft.	to		ft.	
		ft.	to		ft.	

(Rev.)
M

STATE OF COLORADO
APPLICATION FOR USE OF GROUND WATER
(Use Indelible Pencil or Typewriter)

RECEIVED

MAY 22 1959
GROUND WATER SECT.

Applicant Ralph J. & Lucy M. Ord

P.O. Address Box 947, Lyons, Colo.
Quantity applied for 60 ~~gpm~~ or gph
AF Storage

Used for Domestic Purposes

on/at SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 20, T. 3N, Rge 70W
(legal description of land site) 6PM

Total acreage irrigated and other rts.

ESTIMATED DATA OF WELL

Hole size: 6 in. to 8 1/2 ft.
 in. to ft.

Casing Plain 6 in. ^{OD} from 0 to 12 ft.
 in. from 12 to 8 1/2 ft. Open hole
Perf 0 in. from to ft.
 in. from to ft.

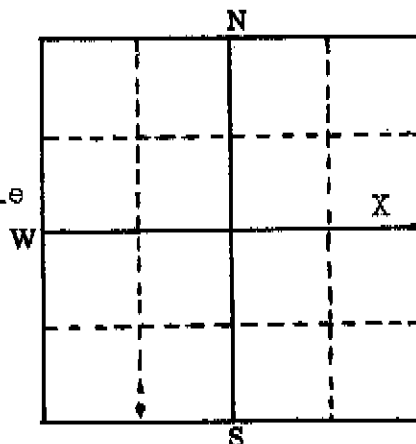
PUMP
DATA: Type HP Size Outlet

Use initiation date 19
(Use Supplemental pages for additional data)

LOCATION OF WELL
County Boulder STATE ENGINEER
SE, $\frac{1}{4}$ NE, $\frac{1}{4}$ Sect. 20, Twp. 3N
Rge. 70W, 6 P.M. OR

Tract 2264-B
Street Address or Lot & Block No.

Town or Subdivision



E
Locate
well in
40 acre
(small)
square
as near
as possible.

\$25.00 fee required for Industrial,
Commercial or Irrigation uses.

Applicant Ralph J. & Lucy M. Ord
Agent or
Driller Verlin E. Norris No. 246
Drilling Co.
Address 3056-8th St., Boulder, Colo.

THIS APPLICATION APPROVED

NO. 3463

DATE MAY 22 1959 19

NOTE — SATISFACTORY COMPLETION REQUIRED FOR APPROVAL OF APPLICATION



COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 3463-
RECEIPT NUMBER 9008433

ORIGINAL PERMIT APPLICANT(S)

GWYNNE L. OWEN

APPROVED WELL LOCATION

Water Division: 1 Water District: 5
Designated Basin: N/A
Management District: N/A
County: BOULDER
Parcel Name: N/A
Lot: 2264B Block: Filing:
Physical Address: N/A
SE 1/4 NE 1/4 Section 20 Township 3.0 N Range 70.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 479005.8 Northing: 4451385.8

See the original well permit file for permit conditions of approval and additional details. The original permit file can be viewed using the Well Permit Search Tool at <https://dwr.colorado.gov/>

[See Original Permit](#)

Date Issued: 5/22/1959

Issued By _____

Expiration Date: N/A

PERMIT HISTORY

10-13-2023 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO STEPHEN D. TEBO
08-24-2023 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO JAMES B. MCCANN
07-26-2018 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO PEACOCK FARM, LLC
07-06-2015 CHANGE IN OWNER NAME/MAILING ADDRESS

APPENDIX D

WELL PERMIT NO. 4515

STATE OF COLORADO
DIVISION OF WATER RESOURCES
OFFICE OF THE STATE ENGINEER
GROUND WATER SECTION

RECEIVED

SEP 25 1959
GROUND WATER SECTION

Index No. 62
IDWD 1-5
Use Correct
Registered 2/21/59
Cards Typed DCI-8-1959

LOG AND HISTORY OF WELL
PERMIT NO. 4515

Lic.

Drilled by Verlin E. Norris No. 246

WELL LOCATION

Drilling Co.

Owner Agnes Cumberfort

Address Rte 3, Box 168, Longmont, Colo.

Tenant Same

Used for Domestic

on or by SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 20, T-3N, Rge. 70W
(description of site or land)

Date Started Sept. 10, 19 59

Date Completed Sept. 11, 19 59

Date Tested Sept. 11, 19 59

Yield 10 \checkmark gpm cfs

Pump type Shallow well Outlet Size

Driven by HP @ RPM

Depth to Water 8 Ft. Draw down 24 Ft.

Depth to Inlet 22 Ft.; Bowl Ft.

Size and Kind of Casing:

From 0 to 25' Type 6" OD Wt. 9.84

From to Type Steel Wt.

From to Type Wt.

Perforations: Size and Type

From 16' to 24' Type Slotted Size 1/8"-3/16"

From to Type Size

From to Type Size

Well description: Total Depth 25 Ft.

Hole (from 00 to 25', 5-5/8 in.

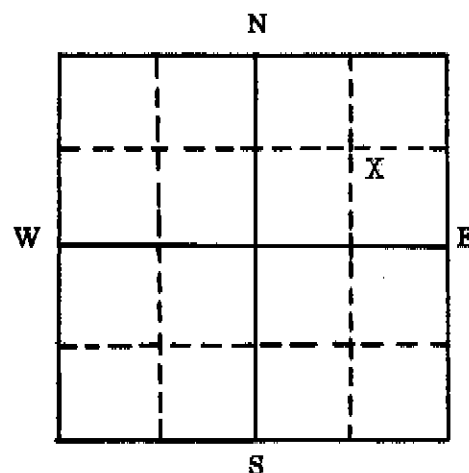
Diam. (from to , in.

(from to , in.

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sect 20

Twp. 3N, Rge. 70W, 6 PM

LOCATE WELL ACCURATELY
IN THE SMALL SQUARES REPRESENTING 40 ACRES



If the above is not applicable
fill in:

Town or Subdivision

Street Address or Lot & Block

Ground elevation
(if known)

How Drilled:
Cable tools

REMARKS

Cementing, Packing, Type of
Shut-off, Depth to Shut-off, etc.
PUT LOG OF WELL ON RE-
VERSE SIDE

TO BE MADE OUT IN QUADRUPLICATE: Original Blue and Duplicate Green to
State Engineer's Office, White copy to Owner, and Yellow copy to Driller

LOG OF WELL
(ADD SPACES AS NEEDED)

From 0 ft. to 1 ft. Top soil

1 ft. to 25 ft. Rocks, gravel and sand.

 ft. to ft.

 ft. to ft.

 ft. to ft.

Form C (Rev.)
7-58/5M

STATE OF COLORADO
APPLICATION FOR USE OF GROUND WATER
(Use Indelible Pencil or Typewriter)

RECEIVED

SEP 21 1959

GROUND WATER SECT
COLORADO

STATE ENGINEER

Applicant Agnes Cumberfort

P.O. Address Rte. 3; Box 168, Longmont, Colo.

Quantity applied for 10 gpm or
AF Storage

Used for Domestic Purposes

on/at SE 1/4 of NE 1/4, Sec. 20, T-3N, Rge 70W
(legal description of land site)

Total acreage irrigated and other rts.

ESTIMATED DATA OF WELL

Hole size 5-5/8 in. to 25 ft.
in. to ft.

Casing Plain 6 in. from 0 to 16 ft.

6 in. from 0 to ft.
Perf. 6 in. from 16 ft. to 24 ft.
in. from to ft.

PUMP _____ Outlet
DATA: Type Shallow well HP _____ Size _____

Use initiation date Sept. 11 1959
(Use Supplemental pages for additional data)

LOCATION OF WELL

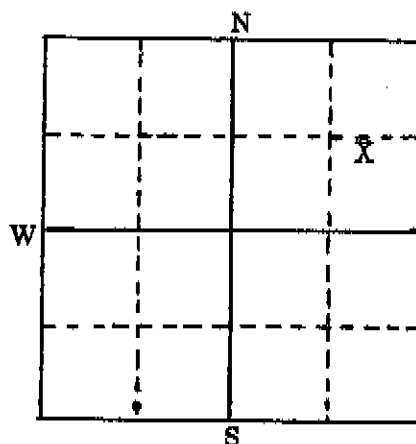
County Boulder

SE 1/4, NE 1/4 Sect. 20 Twp. 3N

Rge. 70W 6 P.M. OR

Street Address or Lot & Block No.

Town or Subdivision



Locate
well in
40 acre
(small)
square
as near
as possible.

\$25.00 fee required for Industrial,
Commercial or Irrigation uses.

Applicant Agnes Cumberfort

Agent or

Driller Verlin E. Norris No. 246

Drilling Co.

Address 3056-8th St; Boulder, Colo.

THIS APPLICATION APPROVED

NO. 4515

DATE SEP 21 1959 19

NOTE -- SATISFACTORY COMPLETION REQUIRED FOR APPROVAL OF APPLICATION



COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 4515-
RECEIPT NUMBER 9008506

ORIGINAL PERMIT APPLICANT(S)

GWYNNE L. OWEN

APPROVED WELL LOCATION

Water Division: 1 Water District: 5
Designated Basin: N/A
Management District: N/A
County: BOULDER
Parcel Name: N/A
Physical Address: 4602 HIGHLAND DRIVE LONGMONT, CO
80503-9114

SE 1/4 NE 1/4 Section 20 Township 3.0 N Range 70.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 479005.8 Northing: 4451385.8

See the original well permit file for permit conditions of approval and additional details. The original permit file can be viewed using the Well Permit Search Tool at <https://dwr.colorado.gov/>

[See Original Permit](#)

Date Issued: 9/21/1959

Expiration Date: N/A

Issued By _____

PERMIT HISTORY

10-13-2023 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO STEPHEN D. TEBO
08-24-2023 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO JAMES B. MCCANN
07-26-2018 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO PEACOCK FARM, LLC
07-06-2015 CHANGE IN OWNER NAME/MAILING ADDRESS