



Huerfano County

401 Main Street,
Walsenburg, CO 81089

719-738-1220 Ext.103

BULK-23-0011

Bulk Water Application

SITE ADDRESS: CO RD 620 # 02765

PROJECT NAME: Albery- Water

EXPIRES: 05/19/2024

PARCEL: 147222

Permit Request:
Main Residence

APPLICANT: Albery, Wade
2765 CR 620
GARDNER, CO 81040
720-354-1642

OWNER: ARAGON, JASMINE
1321 STUART ST
DENVER, CO 80204-0000

PERMIT INFO:
User Type County Resident
Full-time resident Yes
Residence on property Yes
Electrical Service Yes

VALUATION:	Quantity	Value	FEES:	Paid	Due
			Administrative Fee	50.00	\$0.00
CONDITIONS				Total: \$50.00	\$0.00

Action by the Authorized Permitting Authority

Approved Conditional Approval Denial

Name _____

Signature _____ Date: _____

Comments _____

Title _____

**Huerfano County
Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, Ext. 117 (Bldg Department)**



December 7, 2023

This Letter is concerning Wade Alberty who has property located at 2765 County Road 620, lot 2 Turkey Creek Ranches, parcel number 147222 in Gardner. After investigating the property, there is an abandoned, boarded up structure that he is working on remodeling and has a building permit which allows him to camp on the property. He is dumping his black water at Dakota Campground. The place he was previously getting his water from no longer sells water. The applicant is making payments to CMJM until he pays off the property.

Please let us know if you have any further questions or concerns.

Best Regards,

Cheri Chamberlain

Huerfano County
Building and Code Enforcement
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 117 (Office)
(719) 248-6715 (Cell)
cchamberlain@huerfano.us

Ryan Sablich

Huerfano County
Building and Code Enforcement
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 118 (Office)
(719) 248-9019 (Cell)
rsablich@huerfano.us

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Account Name 147222 Flag R LEGAL DESCRIPTION Acres
 Name CMJM LTD LOT 2 TURKEY CREEK RANCHES
 Address 1 275-248 286-229 333-321
 Address 2
 Address 3 P.O.. BOX 2411 292-164 354-484
 Address 4 PARKER 347-467-353-751 340-452
 State/Zip CO 80134 0000 363-93 371-991
 Property CO RD 620 # 02765
 Map Num 28-4877-231-00-091
 Prev Name1 ARAGON, JASMINE
 Prev Name2 CMJM, LTD

Use 1212 City 00000 Subdv 0649
 Anlys AGR Tax/Dst 1GS Zone 00
 Exempt Late Filing Advrt Y Bnkrpt N TOTALS 7545
 ACRES: Master Legal Value Ignore PP \$ 14508 Exemption N.
 0000003817 000 3817 NOV # 2653 NOD #

CHANGES

Parcel On 06/22/2023	By COHUMBLA	CMD1-Value Change	CMD2-Legal Change
Name On 06/22/2023	By COHUMBLA	CMD3-Both Changes	CMD4-Sales Change
Values On 02/23/2021	By COHUMELI		
Legal On 04/29/2022	By COHUPTON	CMD22-Abort Entry	HELP-More Details

PERMIT AND AGREEMENT FOR BULK WATER USE

This permit and agreement for bulk water use ("Application") is entered into by and between the Gardner Water and Sewer Public Improvement District ("District") and:

Wade Alberty to become effective on _____
(Printed Name) ("Effective Date").

Applicant is requesting bulk water as a:

County Resident: X Non County Resident: _____

Licensed Contractor of Huerfano County _____

Physical address of property where water will be used:

2765 CR 650

In space provided please explain why you are requesting to open a bulk water account:

I am in 8040 Area Code which to get R/W water
From Pevichee location
Remainly house

Attach proof of ownership to this form. Accepted forms of ownership are a Property Deed, Treasurers Deed, or File Maintenance print out from county Assessor's Office.

Application was reviewed at the regularly scheduled Huerfano County Board of County Commissioners meeting of _____.

District approved: _____ District denied: _____

Finance staff to complete below information:

Date account opened: _____ Account # _____

Administrative Fee \$50.00 paid by: 11/17/23

Cash \$50.00 Check _____ Attach copy of check to agreement

Card Transaction _____ Attach receipt from Treasurers Office

Bulk Water fee collected: _____

Cash _____ Check _____ Attach copy of check to agreement

Card Transaction _____ Attach receipt from Treasurers Office

ACCOUNT FILE MAINTENANCE

'Account 147222 Flag R LEGAL DESCRIPTION Acres
 Name CMJM LTD, LOT 2 TURKEY CREEK RANCHES
 Address 1 275-248 286-229 333-321
 Address 2
 Address 3 P. O. BOX 2411, 292-164 354-484
 Address 4 PARKER 347-467-353-751 340-452
 State/Zip CO 80134 0000 363-93 371-991
 Property CO RD 620 # 02765, THIS ACCOUNT HAS COMMENTS
 Map Num 28-4877-231-00-091

Prev Name1 ARAGON, JASMINE
 Prev Name2 CMJM, LTD
 Use 1212, City 00000, Subdv 0649, VALUES-ASSD TAXABLE EXEMPT
 Anlys AGR Tax/Dst 1GS, Zone 00, LAND 3157
 Exempt Late Filing, Advrt Y Bnkrpt N IMPROVMENT 4388
 ACRES: Master Legal Value Ignore PP \$ 7545 Exemption N
 00000003817, 000 3817 NOV # 2653 NOD #

CHANGES

Parcel On 06/22/2023 By COHUMBLA CMD1-Value Change, CMD2-Legal Change,
 Name On 06/22/2023 By COHUMBLA CMD3-Both Changes, CMD4-Sales Change,
 Values On 02/23/2021 By COHUMELI CMD11-HOMESTEAD, CMD12-ID# CHANGE,
 Legal On 04/29/2022 By COHUPTON CMD22-Abort Entry, HELP-More Details,

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: 2-14-17

409157

Page 1 of 2

Grantor: CNTM, Ltd

Nancy C. Cruz, Clerk & Recorder

Huerfano County, CO RP \$0.00

Grantor's Mailing Address: P.O. Box 2469
Fraser, CO 80442

06-02-2017 01:30 PM Recording Fee \$18.00

Grantee: Jasmine Aragon

Grantee's Mailing Address: 1321 Stuart St.
Denver, CO 80204

Consideration: Ten and No/100 Dollars (\$10.00), other good and valuable consideration.

Property (including any improvements):
Tract #2 of the Turkey Creek Ranch, a subdivision in Huerfano Co., CO.

Reservations from and Exceptions to Conveyance and Warranty:

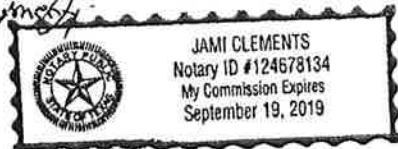
Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for 2017, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

Mobile homes are not permitted. A \$100.00 road maintenance fee is due Oct. 1st of each year.

John Mantgomery, General Partner
John Mantgomery

STATE OF Texas :
COUNTY OF Brown :



This instrument was acknowledged before me on this 14 day of February 2017
by John Mantgomery

Jami Clements
Notary Public, State of _____

Recorded at _____ o'clock _____ M.,
Reception No. _____ Recorder.

THIS DEED OF TRUST, Made this 23rd day of March 2017, between

Jasmine Aragon
the grantor herein whose address is 1321 Stewart St. Denver, CO 80202
City and County of Denver and State of Colorado,

and the PUBLIC TRUSTEE of the County or City and County in which the property described below is situated, in the State of Colorado,

Witnesseth: The Grantor to secure for promissory note(s) bearing even date herewith, for the total principal sum of \$116,000.00 One hundred sixteen thousand even dollars, payable to the order of CMJM, LTD.

the beneficiary herein whose address is P.O. Box 2469 Fraser, CO 80442
On or before 30 years from today's date after the date thereof, with interest thereon from the date thereof at the rate of 8.5 percent per annum, principal and interest payable

in monthly installments of not less than \$1000.00 beginning May 1st, 2017 until paid in full.

does hereby grant and convey unto said Public Trustee the following described property, situate in the County of Clear Creek State of Colorado, to wit: Tract # 2 in the Turkey Creek Ranch
Hustano

also known as street and number

TO HAVE AND TO HOLD the same together with all appurtenances, in trust nevertheless, that in case of default in the payment of said note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then upon the beneficiary (note holder) filing notice of election and demand for sale, said Public Trustee, after advertising notice of said sale weekly, for not less than four weeks, in some newspaper of general circulation in said county, shall sell said property in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale said Trustee shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on said note, rendering the overplus if any unto the grantor, and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed to the property sold. The beneficiary may purchase said property or any part thereof at such sale.
The grantor covenants that at the time of delivery of these presents, he is seized of said property in fee simple, and that said property is free of encumbrances, except those of record.

and that he will keep all buildings insured for fire and extended coverage in amount equal to the unpaid balance of said note with loss payable to the beneficiary, and will pay all taxes and assessments against said property and amounts due on prior encumbrances, and if he shall fail to pay insurance premiums, taxes or amounts due on prior encumbrance, the beneficiary may pay the same and all amounts so paid shall become additional indebtedness due hereunder; and in case of foreclosure, he will pay an attorney's fee of a reasonable sum.

Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said property, the grantor agrees that all court costs and a reasonable attorney's fee paid by the beneficiary shall become additional indebtedness due hereunder, and the grantor does hereby release and waive all claims in said property as a homestead exemption or other exemption now or hereafter provided by law.
It is agreed that in case of default in payment of said principal or interest or a breach of any of the covenants herein, then said principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said property will thereupon be delivered to the beneficiary, and on failure to deliver such possession the beneficiary shall be entitled to a receiver for said property, who may be appointed by any court of competent jurisdiction.
Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.
Should any provision of this Deed of Trust be found to violate the statutes or court decisions of the State of Colorado, or of the United States, such provisions shall be deemed to be amended to comply with and conform to such statutes and decisions.
Executed the day and year first above written.

Jasmine Aragon

Jasmine Aragon

STATE OF COLORADO,
County of Adams

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Jasmine Aragon

My Commission expires
with my hand and official seal
12/12/2019

23rd day of March
2017
[Signature]
Notary Public

AMY CATHERINE WAMBACH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164013457
MY COMMISSION EXPIRES 12/12/2019



Huerfano County
401 Main Street, Suite 201
Walsenburg, CO 81089

Receipt Number: RO23-00044

719-738-1220 Ext.103

Payer: ALBERTY, WADE
2765 CR 620
GARDNER CO 81040

Cashier: Kyla Witt

Date: 11/21/2023

BULK-23-0011 BULK WATER APPLICATION CO RD 620 # 02765

<u>Fee Description</u>	<u>Fee Amount</u>	<u>Amount Paid</u>	<u>Fee Balance</u>
Administrative Fee	\$50.00	\$50.00	\$0.00
	<u>\$50.00</u>	<u>\$50.00</u>	<u>\$0.00</u>
Total Paid:		\$50.00	

<u>Payment Method</u>	<u>Reference</u>	<u>Payment Amount</u>
CASH	112023	\$50.00
	Total Paid:	50.00