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SPD19 Seller's Property Disclosure (Residential)

Adoption Date: August 5, 2025

Mandatory Use Date: January 1, 2026

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**SELLER'S PROPERTY DISCLOSURE
(RESIDENTIAL)**

THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to **Seller's CURRENT ACTUAL KNOWLEDGE** as of the date signed by Seller. If the Contract to Buy and Sell (Contract) requires Seller to complete this SPD, this form must be fully completed to **Seller's CURRENT ACTUAL KNOWLEDGE** as of the date of the Seller's Property Disclosure Deadline in the Contract. **Any changes to the disclosures herein must be disclosed by Seller to Buyer promptly after discovery. In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose in writing any such new adverse material fact to Buyer. Seller's failure to disclose a known adverse material fact affecting the Property or occupant may result in legal liability.** If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section P.

Broker is authorized to deliver a copy of this SPD to prospective buyers.

Seller and Buyer understand that this SPD is not a warranty or guarantee of any kind by the Seller or by any Broker or Agent representing the Seller. Property inspection services may be purchased and are advisable. This SPD is **not** intended as a substitute for an inspection of the Property. **Buyers are encouraged to obtain their own professional inspection(s).**

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Date SPD completed by Seller: **03/11/2026**

Property:

26209 Wild Flower Trail, Evergreen, CO 80439

Seller: **Benjamin Steven Ziemer and Jacquelyn Ann Ziemer**

Year Built: **1919**

Year Seller Acquired Property: **2017**

Seller ☒ is ☐ is not currently occupying the Property.

If Seller is not currently occupying the property, date Seller last occupied the Property:

During any period when Seller has not occupied the Property, the Property was ☐ vacant ☐ occupied by someone other than Seller.

I. IMPROVEMENTS

NOTE: The Contract, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

A.	BUILDING CONDITIONS (all aspects of the Property to include decks and patios) If you know of any of the following problems EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Structural problems with improvements	☐	
2	Structural supports or reinforcements added	☒	Support columns in garage and crawl space
3	Moisture and/or water, including but not limited to, leakage/seepage in the basement/crawl space	☐	
4	Damage due to termites, other insects, birds, animals, or rodents	☐	

5	Damage due to hail, wind, fire, flood, or other casualty	☒	Roof replaced from hail in 2017, shingles were replaced with hail resistant shingles. Hail event occurred in 2023 within the tolerance of the shingles (less than 1.5 inch) but contributed to some wear on the roof.
6	Any settling, movement, cracking, heaving or breakage of the following:	☐	
	a. Foundations	☐	
	b. Floors	☐	
	c. Interior Walls	☐	
	d. Exterior Walls	☐	
	e. Driveways	☒	Some cracking in driveway asphalt, sealed seasonally
	f. Sidewalks	☐	
	g. Patios	☐	
	h. Retaining Walls	☐	
	i. Other:	☐	
7	Window leaks	☐	
8	Exterior Artificial Stucco (EIFS)	☐	
9	Subfloors	☐	
10		☐	

B. ROOF – General Information Do you know of the following on the Property: If yes, provide the requested information in Comments		Yes	Comments
1	Indicate age of roof in Comments	☒	2017 replacement
2	Indicate roof material in Comments	☒	GAF hail resistant asphalt shingles
3	Roof is under warranty	☐	
	a. Date of warranty expiration	☐	
	b. Warranty is transferable	☐ Yes ☐ No ☒ Unknown	
4	Roof work done while under current roof warranty	☐	
	a. Date work completed	☐	
5		☐	
ROOF – If you know of any of the following problems EVER EXISTING, check the "Yes" column:		Yes	Comments
6	Roof leak	☐	
7	Damage to roof	☐	
8	Damage to skylight	☐	
9	Damage to gutter or downspout	☒	Front gutter was bent by heavy snow
10	Other roof problems, issues or concerns	☐	
11		☐	

C. APPLIANCES (if included in the sale) If you know of any problems NOW EXISTING with the following, check the "Yes" column:		Yes	Age, if known	Comments
1	Built-in vacuum system & accessories	☐		
2	Clothes dryer	☐	2023	☐ Gas ☒ Electric

3	Clothes washer	☐	2023	
4	Dishwasher	☐	2022	
5	Disposal	☐	2022	
6	Freezer	☐	2022	
7	Gas grill	☐		
8	Range ventilation system	☐		
9	Microwave oven	☐	2022	☐ Free standing ☐ Built in
10	Oven	☐	2022	☐ Gas ☐ Electric ☐ Single ☐ Double
11	Range/Stove	☐	2022	☐ Gas ☐ Electric ☐ Free Standing ☐ Drop-In
12	Refrigerator	☐	2022	
13	T.V. antenna:	☐		☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
14	Satellite system or DSS dish:	☐		☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
15	Trash compactor	☐		
16		☐		

D. ELECTRICAL & TELECOMMUNICATIONS – General Information				
Do you know of the following on the Property: If yes, provide the requested information in Comments		Yes	Age, if known	Comments
1	220 Volt service	☒	2010	
2	Electrical Service: Amps 300	☒	2010	Service panel was upgraded in 2010 to split to the garage. Garage power, hot tub, EV charger and heat pump are on a separate circuit from the house panel
3	Landscape lighting	☐		
4	Electric provider – provide name in Comments	☒		Xcel Energy
5	Cable/TV provider – provide name in Comments	☐		
6	Internet provider – provide name in Comments	☒		Xfinity, service options up to 2GBPS
7	Solar panels	☒	2018	☒ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
	a. Output	☒		11KW system
8	Wind generators	☐		☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
9	Security system	☐		☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from:
10	Doorbell	☐		☐ Wired ☐ Wireless ☐ Smart
11	Smoke/fire detector(s)	☒	2023	☒ Battery ☒ Hardwire
12	Carbon monoxide alarm(s)	☒	2023	☒ Battery ☒ Hardwire
13	Internet wiring	☒		☒ Cable ☐ DSL ☐ Satellite ☐ Fiber ☐ Other:
14	Built in sound system	☐		☐ Speakers - Built In ☐ Wiring - Built In ☐ Speakers - Wireless
15		☐		
ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following, check the "Yes" column:		Yes	Age, if known	Comments

16	Security system	☐		
17	Smoke/fire detector(s)	☐		
18	Carbon monoxide alarm	☐		
19	Light fixtures	☐		
20	Switches & outlets	☐		
21	Internet wiring	☐		
22	Inside telephone wiring & blocks/jacks	☐		
23	Cable TV wiring & jacks	☐		
24	Ceiling fans	☐		
25	Bathroom vent fan(s)	☒		Master bath vents into attic, not externally
26	Garage door opener & remote control # of remote/openers: 2	☐		
27	Garage door keyless entry	☐		
28	Built in intercom system	☐		
29	Doorbell	☐		
30	Built in sound system	☐		
31		☐		
	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems EVER EXISTING with the following, check the "Yes" column:	Yes	Age, if known	Comments
32	Electrical Service	☐		
33	Aluminum wiring at the outlets (110)	☐		
34	Solar panels	☐		
35	Wind generators	☐		
36	Electric wiring or panel	☐		
37		☐		

E. MECHANICAL If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age, if known	Comments
1	Overhead doors (including garage doors)	☐	
2	Entry gate system	☐	
3	Elevator	☐	
4	Sump pump(s): # of	☐	
5	Recycle pump	☐	
6		☐	

F. VENTILATION, AIR & HEAT – General Information Do you know of the following on the Property: If yes, provide the requested information in Comments	Yes	Age, if known	Comments
1	Furnace	☒	2023

	a. Furnace Type	☒	2023	☐ Forced Air Gas ☒ Forced Air Electric ☐ Forced Air Propane ☐ Radiant ☐ Gravity Flow ☐ Other (specify): New install in 2023 with MrCool condenser and air handler
	b. Number of Units	☒	2023	Mini split and whole house heat pump
	c. Zoned	☐		Location of zone 1: Location of zone 2: Location of zone 3:
2	Heating system (other than furnace)	☐		
	a. Type/Fuel	☐		
3	Fireplace	☐		
	a. Type	☐		☐ Masonry ☐ Insert ☐ Wood Burning ☐ Direct Vent ☐ Other (specify):
	b. Fireplace starter	☐		☐ Switch ☐ Remote
4	Free Standing Heating Stove	☒	2020	Chimney and stove installed by mountain man fireplace
	a. Fuel Source	☒	2020	☒ Wood ☐ Pellet ☐ Corn ☐ Gas ☐ Other (specify):
5	Date fireplace/wood stove, chimney/flue last cleaned: February 2026	☐		☐ Do not know
6	Fuel tanks If leased, provide the name and contact information of entity leased from in Comments	☐		☐ Owned ☐ Leased
7	Radiant heating system:	☐		☐ Interior ☐ Exterior
	a. Interior Type	☐		
	b. Exterior Type	☐		
8	Air Conditioning	☒	2023	
	a. Type	☒	2023	☐ Electric ☒ Central Air ☐ Other (specify): Same as heat pump system
	b. Number of Units	☒	2023	2
	c. Zoned	☐		Location of zone 1: Location of zone 2: Location of zone 3:
	VENTILATION, AIR & HEAT If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age, if known	Comments
9	Furnace	☐		
10	Heating System (other than Furnace)	☐		
11	Heat Pump	☐		
12	Evaporative cooler	☐		
13	Window air conditioning units	☐		
14	Central air conditioning	☐		
15	Attic ventilation system (attic only)	☐		
16	Whole house fan	☐		
17	Vent fans	☐		
18	Humidifier	☐		
19	Air purifier	☐		
20	Fireplace	☐		
21	Fireplace insert	☐		

22	Fireplace starter	☐		
23	Heating Stove	☐		
24	Fuel tanks	☐		
25		☐		

G. WATER – General Information:				
Do you know of the following on the Property: If yes, provide the requested information in Comments		Yes	Age, if known	Comments
1	Water heater	☒	2023	Heat pump hybrid pro Terra installed in 2033, 80 gallon
	a. Number of Water Heaters	☐		1
	b. Fuel Type	☐		Electric
	c. Capacity	☐		80 gallons
2	Water filter system	☒	2019	☒ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from: Reverse osmosis system under kitchen sink
3	Water softener	☒		☒ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from: Installed prior to move in
4	Indicate location of master water shutoff in Comments	☒		Above heat pump air handler, copper pipe with shutoff
5	Type of well:	☐		
	a. Exempt well (outside designated groundwater basin)	☐		☐ Household use only inside a single-family dwelling (typically less than 35 acres; no outdoor uses) Permit no: ☐ Domestic use (typically 35+ acres; indoor household use in up to 3 dwellings on the parcel, outdoor watering of personal livestock, irrigation of up to 1 acre) Permit no: ☐ Livestock (on farm/range/pasture) Permit no: ☐ Other (please explain): Permit #:
	b. Small capacity well (inside designated groundwater basin)	☐		☐ Domestic use (indoor household use in up to 3 dwellings on the parcel; watering of personal livestock, limited irrigation area, no more than 1 acre-foot per year) Permit no: ☐ Other (please explain): Permit #:
6	Well metered	☐		
7	Well Pump	☐		
	a. Brand name pump number	☒	2013	Franklin Electric
	b. Date installed	☒	2013	
	c. Date of last inspection	☒	2026	Inspected for well permit transfer 2/2026
	d. Date of last service	☐		
	e. Depth	☐		
	f. GPM and date last measured	☐		
8	Galvanized pipe	☐		
9	Polybutylene pipe	☐		
10	Cistern water storage	☐		
	a. Number of gallons	☐		
11	Supplemental water purchased in past 2 years	☐		None

	a. Name and contact information of entity from which supplemental water was purchased	☐		
12		☐		
	WATER If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age, if known	Comments
13	Water heater(s)	☐		
14	Water filter system	☐		
15	Water softener	☐		
16	Water system pump	☐		
17	Sauna	☐		
18	Hot tub or spa	☒	2025	Spa heating element replaced
19	Steam room/shower	☐		
20	Underground sprinkler system	☐		
21	Fire sprinkler system	☐		
22	Backflow prevention device	☐		
23	Irrigation pump	☐		
24		☐		
	WATER If you know of any problems EVER EXISTING with the following, check the "Yes" column:	Yes	Age, if known	Comments
25	Leaks, backups, or similar problems with any portion of the water or plumbing systems (including lines and water pressure) or damage therefrom	☐		
26	Well	☐		
27	Pool	☐		
28	Irrigation system	☐		
29	Water has been tested for potability	☒	2017	Inspected with move in, well sanitized at the time
	a. Indicate result of test in comments and provide the most recent records and reports pertaining to such testing	☐		
30		☐		

H.	SOURCE OF WATER & WATER SUPPLY Provide the following information regarding the Property:
1	Type of water supply: ☐ Public ☐ Community ☒ Well ☐ Shared Well ☐ Other ☐ None If the Property is served by a Well, a copy of the Well Permit ☐ Is ☐ Is Not provided. Well Permit #: _____ Drilling Records ☐ Are ☐ Are Not provided. Shared Well Agreement ☐ Yes ☐ No. The Water Provider for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ ☐ There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: _____ SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

I.	SEWER/SEPTIC – General Information: Do you know of the following on the Property: If yes, provide the requested information in Comments	Yes	Comments
1	Public sanitary sewer service	☐	

	a. Name and contact information of public sanitary sewer service provider	☐	
	b. Date the sewer line was last scoped	☐	
2	Community sanitary sewer service	☐	
	a. Name and contact information of community sanitary sewer service provider:	☐	
	b. Date the sewer line was last scoped	☐	
3	Septic System	☒	System designed as a 4 person/2 bedroom
	a. Type	☐	Tank ☐ Leach ☐ Lagoon ☐
	b. Date of issuance of latest Individual Use Permit	☒	2017
	c. Date of latest inspection	☒	2020
	d. Date of latest pumping	☒	2020
	e. System is under a maintenance agreement (pumped/inspected on a regular basis)	☐	☐ Maintenance agreement is mandated. Name and contact information of entity that mandates the maintenance agreement: ☐ Maintenance agreement is not mandated
4	Other sanitary sewer service	☐	Type:
5	Gray water storage/use	☐	
6		☐	
	SEWER/SEPTIC If you know of any problems EVER EXISTING with the following, check the "Yes" column:	Yes	Comments
7	Leaks, backups, or similar problems with any portion of the sewage systems or damage therefrom	☒	Crack/blockage of pipe from tank to leach field found in 2020, line was scoped and section replaced to fix the issue. Spot of repair had an inspection pipe added and is visible across road (green pipe sticking up from ground)
8	Lift station (sewage ejector pump)	☐	
9		☐	

J. FLOODING AND DRAINAGE If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1 Flooding	☐	
2 Drainage	☐	
3 Grading	☐	
4 Water intrusion in the basement, crawl space, or other parts of Property	☐	
5 Repairs made to control water intrusion in the basement, crawl space, or other parts of the Property	☒	Crawl space was sealed in 2017 to contain occasional soil moisture and radon
6	☐	
DRAINAGE AND RETENTION PONDS – Other Information Do you know of the following on the Property:	Yes	Comments
7 Drainage or retention ponds, dams, storm water detention basins, or other similar facilities	☐	
8	☐	

K. OTHER DISCLOSURES – IMPROVEMENTS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Comments
1 Included fixtures and equipment	☐	
2 Stains on carpet	☐	

3	Floors	☐	
4		☐	

II. GENERAL

L. USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING , check the "Yes" column:		Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use	☐	
2	Notice or threat of condemnation proceedings	☐	
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved	☐	
4	Notice of zoning action related to the Property	☐	
5	Building code, city, or county violations	☐	
6	Violation of restrictive covenants or owners' association rules or regulations	☐	
7	Any building or improvements constructed within the past one year before this Date without approval by the owner's association or its designated approving body	☐	
8	Any additions or alterations made with a Building Permit	☐	
9	Any additions or non-aesthetic alterations made without a Building Permit	☐	
10	Other legal action	☐	
11	Any part of the Property leased to others (written or oral)	☐	
12	Used for short-term rentals in the past year	☐	
13	Grandfathered conditions or uses	☐	
14		☐	

M. ACCESS & PARKING If you know of any of the following EVER EXISTING , check the "Yes" column:		Yes	Comments
1	Any access problems, issues or concerns	☐	
2	Roads, trails, paths, or driveways through the Property used by others	☒	Easement on paved road for two neighbors up the road
3	Public highway or county road bordering the Property	☐	
4	Any proposed or existing transportation project that affects or is expected to affect the Property	☐	
5	Encroachments, boundary disputes, or unrecorded easements	☐	
6	Shared or common areas with adjoining properties, including but not limited to, walls, fences and driveways	☐	
7	Requirements for curb, gravel/paving, or landscaping	☐	
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year	☐	
9		☐	

N. ENVIRONMENTAL CONDITIONS If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:		Yes	Comments
1	Hazardous materials on the Property, such as radioactive, toxic or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, methane, mill tailings, solvents, or petroleum products	☐	
2	Underground storage tanks	☐	

3	Aboveground storage tanks	☐	
4	Underground transmission lines	☐	
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill	☐	
6	Monitoring wells or test equipment	☐	
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property	☐	
8	Mine shafts, tunnels, or abandoned wells on the Property	☐	
9	Within a governmentally designated geological hazard or sensitive area	☐	
10	Within a governmentally designated floodplain or wetland area	☐	
11	Dead, diseased, or infested trees or shrubs	☒	2 trees removed due to mountain pine beetle, one in 2021, one in 2025
12	Environmental assessments, studies, or reports done involving the physical condition of the Property	☐	
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells	☐	
14	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property	☐	
15	Animals kept in the residence	☒	yes, dogs kept in house
16	Other environmental problems, issues or concerns	☐	
17	Odors	☐	
18		☐	

O. RADON If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1 Radon test(s) conducted on the Property. Provide copies of the most recent records and reports pertaining to radon concentrations within the Property.	☐	
2 Radon concentrations detected or mitigation or remediation performed. Provide a full description.	☒	Radon detected in 2017
3 Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.	☒	Mitigation system installed in 2017, craw space sealed, blower replaced in 2024
4	☐	

P. COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY If you know of any of the following NOW EXISTING , check the "Yes" column:	Yes	Comments
1 Property is part of an owners' association	☐	
2 Special assessments or increases in regular assessments approved by owners' association but not yet implemented	☐	
3 Problems or defects in the common elements or limited common elements of the Association Property	☐	
COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
4 Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)	☐	
5	☐	
COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information: Name of the Owner's Association(s) governing the Property:		Contact Information
6 Owners' Association #1	☐	
7 Owners' Association #2	☐	
8 Owners' Association #3	☐	

9	Owners' Association #4	☐
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Q. METROPOLITAN DISTRICT If you know of any of the following NOW EXISTING , check the "Yes" column:	Yes	Comments
1 Property is located within the boundaries of a Metropolitan District that was organized on or after January 1, 2000	☐	
METROPOLITAN DISTRICT – Information:		Comments
2 Name of Metropolitan District #1	☐	
3 Official website of the Metropolitan District #1	☐	
4 Name of Metropolitan District #2	☐	
5 Official website of Metropolitan District #2	☐	

R. GENERAL DISCLOSURES If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1 Written reports of any building, site, roofing, soils, water, sewer, mold, or engineering investigations or studies of the Property. Provide copies of all such reports in possession of Seller.	☒	Yes, mold found and mitigated in 2017
2 Any property insurance claim submitted (whether paid or not)	☒	Yes, claim filed on roof in 2023, received payout from company in 2023
3 Structural, architectural, and engineering plans and/or specifications for any existing improvements. Provide copies of all such reports in possession of Seller.	☐	
4 Property was previously used as a methamphetamine laboratory and not remediated to state standards	☐	
5 Government special improvements approved, but not yet installed, that may become a lien against the Property	☐	
6 Any litigation alleging negligent construction or defective building products	☐	
7 Any award or payment of money in lieu of repairs for defective building products or poor construction	☐	
8 Any release signed regarding defective products or poor construction that would limit a future owner from making a claim	☐	
9 Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property	☐	
10 Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions	☐	
11 Property is located in a historic district	☐	
12	☐	
GENERAL – Other Information:	Yes	Comments
13 U.S. Postal Service delivery available	☒	☐ Property ☐ Post Office ☒ Cluster Mailbox - Location and No.: Cluster at the bottom of wild flower trl ☐ Other (specify):
14	☐	

OTHER KNOWN ADVERSE MATERIAL FACTS: For purposes of this section, adverse material facts would include any non-observable or observable physical conditions existing on the Property. Describe any other known adverse material facts in or on the Property (attach additional pages as necessary):

The information contained in this SPD has been furnished by Seller(s), who certifies it was answered truthfully, based on **Seller's CURRENT ACTUAL KNOWLEDGE**.

Benjamin Steven Ziemer

Seller: **Benjamin Steven Ziemer**

Date Completed: **3/11/2026**

Jacquelyn Ann Ziemer

Seller: **Jacquelyn Ann Ziemer**

Date Completed: **3/11/2026**

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters are satisfactory to Buyer:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects, and vermin including termites;
- d. the legal use of the Property, including zoning and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer

decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to investigate or inspect the Property or inclusions when this SPD is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

BUYER(S) ACKNOWLEDGE RECEIPT OF THIS SPD. BUYER(S) SIGNATURE DOES NOT CONSTITUTE APPROVAL OF ANY DISCLOSED CONDITION AS REPRESENTED HEREIN BY SELLER.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SPD19 SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

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**PROPERTY ADDENDUM
26209 Wild Flower Trail
Evergreen, Colorado 80439**

- **Roads & Access:**

Buyers should investigate whether roads to the property are owned and/or maintained by the state or county. If roads are private, buyers should obtain all agreements that govern the use and maintenance of the roads and seek legal advice about how the agreements affect the property. **Buyers should investigate that there is legal ingress/egress to the property and that the actual access is where it is legally permitted.**

- **Well Information:**

On 1/27/26, the Colorado Division of Water Resources web site at <http://www.water.state.co.us/> provided the attached well permit/log information for this property.

Buyers are advised to obtain their own information regarding the well from the Colorado Division of Water Resources. Buyer is further advised to obtain an independent well inspection from any professional well company or inspector of Buyer's choosing.

- **Septic Information:**

On 1/27/26, the Jefferson County Department of Health and Environment at (303) 271-5700 provided the following septic system information for this property:

Septic permit number:	8900
# of bedrooms served by septic:	2
# of persons served by septic:	4
Tank size:	1000
Leach field size:	480
Date finalized:	9/30/1981

Buyers are advised to obtain their own information regarding the septic system from the County Department of Health. Buyer is further advised to obtain an independent septic system inspection from any professional septic company or inspector of Buyer's choosing and to consult an attorney if Buyer has any questions about the regulations.

Buyer signature

Date

Buyer signature

Date

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SWA35-8-10) (Mandatory 1-11)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**SOURCE OF WATER ADDENDUM
TO CONTRACT TO BUY AND SELL REAL ESTATE**

Date: 2/8/2026

1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Source of Water Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller and Buyer dated _____ (Contract), for the purchase and sale of the Property known as No. **26209 Wild Flower Trail, Evergreen, CO 80439**

2. SOURCE OF POTABLE WATER. Seller discloses the following information for the source of potable water for the Property:

[Select and complete 1, 2 or 3 as applicable.]

☒ **2.1** The Property's source of water is a Well. Well Permit #: 163020
If a well is the source of water for the Property, a copy of the current Well Permit
☐ Is ☐ Is Not attached.

☐ **2.2** The Water Provider for the Property can be contacted at:
Name:
Address:
Web Site:
Phone No.:

☐ **2.3** There is neither a Well nor a Water Provider for the Property. The source of water for the Property is [describe source]:

NOTE TO BUYER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

Benjamin Steven Ziemer

Seller: Benjamin Steven Ziemer

Date: 3/11/2026

Jacquelyn Ann Ziemer

Seller: Jacquelyn Ann Ziemer

Date: 3/11/2026

41

42 Buyer: _____ Date: _____

43

44

45 Buyer: _____ Date: _____

46

SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. CTM eContracts - ©2026 MRI Software LLC - All Rights Reserved

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SF94-5-18) (Mandatory 1-19)

SQUARE FOOTAGE DISCLOSURE
(Residential)

This disclosure is made to Buyer and Seller pursuant to the requirements of the Colorado Real Estate Commission and applies to improved residential real estate. Check applicable boxes below.

Property Address: **26209 Wild Flower Trail, Evergreen, CO 80439**

1. Licensee Measurement

Listing Licensee ☐ Has ☒ **Has Not** measured the square footage of the residence according to the following standard, methodology or manner:

Standard/Methodology/Manner	Date Measured	Square Footage
☐ Exterior measurement		
☐ FHA		
☐ ANSI		
☐ Local standard		
☐ Other		

2. Other Source of Measurement :

Listing Licensee ☒ **Is** ☐ **Is Not** providing information on square footage of the residence from another source(s) as indicated below:

Source of Square Footage Information	Date	Square Footage
☒ Prior appraisal (Date of document)	11/19/2010	2,865
☐ Building plans (Date of document)		
☐ Assessor's office (Date obtained)		
☐ Other		

Measurement may not be exact and is for the purpose of marketing ONLY. Measurement is not for loan, valuation or other purposes. **If exact square footage is a concern, the property should be independently measured.**

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed by Buyer on or before any applicable deadline in the contract.

Broker:  Date: **2/8/2026**
Matt Bachus

The undersigned acknowledge receipt of this disclosure.

 Date: **2/21/2026**
Seller: **Benjamin Steven Ziemer**

Jacquelyn Ann Ziemer

Date: 2/21/2026

Seller: Jacquelyn Ann Ziemer

Buyer: _____

Date: _____

(SF94-5-18) SQUARE FOOTAGE DISCLOSURE CTM eContracts • ©2026 MRI Software LLC - All Rights Reserved

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

LEAD-BASED PAINT DISCLOSURE (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

26209 Wild Flower Trail, Evergreen, CO 80439

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - ☒ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):
3. Records and reports available to Seller (check one box below):
 - ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.
6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".

7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
- ☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
 - ☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Benjamin Steven Ziemer

Date: 2/19/2026

Seller: **Benjamin Steven Ziemer**

Jacquelyn Ann Ziemer

Date: 2/19/2026

Seller: **Jacquelyn Ann Ziemer**

Listing Brokerage Firm's Name: **Madison & Company Properties**
Tupper's Team

Real Estate Licensee (Listing)

Matt Bachus

Broker: _____ Date: 2/8/2026

Listing Broker: **Matt Bachus**

Real Estate Licensee (Selling):

Selling Broker: _____

Date: 2/19/2026

(LP45-6-21) (Mandatory 1-22) LEAD-BASED PAINT DISCLOSURE (SALES)

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This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.

CL8 – Closing Instructions

Adoption Date: October 7, 2025

Mandatory Use Date: January 1, 2026

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT
LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

CLOSING INSTRUCTIONS

Date: 2/8/2026

1. PARTIES, PROPERTY. Benjamin Steven Ziemer and Jacquelyn Ann Ziemer, (Seller),
and ,
(Buyer), engage Land Title Guarantee Company, (Closing Company),
who agrees to provide closing and settlement services in connection with the closing of the transaction
for the sale and purchase of the Property known as No.

26209 Wild Flower Trail, Evergreen, CO 80439, and more fully described in the contract, dated
_____, including any counterproposals and amendments (Contract). All terms of the
Contract are incorporated herein by reference. In the event of any conflict between these Closing
Instructions and the Contract, these Closing Instructions control, subject to subsequent amendments
to the Contract or these Closing Instructions. The Buyer's lender may enter into separate closing
instructions with the Closing Company regarding the closing of the Buyer's loan.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company ☒ **Agrees** ☐ **Does Not**
agree that: upon completion of a satisfactory title search and examination, it will furnish a Title
Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have
been fulfilled. Closing Company ☒ **Agrees** ☐ **Does Not** agree to furnish copies of Exceptions.

3. INFORMATION, CLOSING, RECORDING. Closing Company is authorized to obtain any
information necessary for the closing. Closing Company agrees to deliver and record all documents
required or customarily recorded and disburse all funds pursuant to the Contract that are necessary
to carry out the terms and conditions of the Contract.

4. PREPARATION OF DOCUMENTS. The Closing Company will prepare the necessary documents
to carry out the terms and conditions of the Contract to include:

4.1 Deed. If the deed required in the Contract is a special warranty deed, general warranty
deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim
deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if
the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or
requires that the special warranty deed or general warranty deed list exceptions other than the
"statutory exceptions," as defined in § 38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the

36 deed or written instructions for preparation of the deed to the Closing Company for closing. For any
37 Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of
38 exceptions other than the "statutory exceptions," the Buyer and Seller will hold the Closing Company
39 harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the
40 real estate broker working with either the Buyer or the Seller is not responsible for reviewing or
41 approving any deed not prepared by the real estate broker.

42 **4.2 Bill of Sale.** If the transaction includes the sale of personal property (i.e., within the Contract
43 or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing
44 Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as
45 their scrivener. The Buyer and Seller understand that the bill of sale is a legal document, and it is
46 recommended that it be reviewed and approved by their respective attorneys.

47 **4.3 Closing Statement.** Closing Company will prepare and deliver accurate, complete and
48 detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller.
49 Closing Statements will be prepared in accordance with the Contract and written instructions from the
50 Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the
51 Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an
52 Agreement to Amend/Extend Contract.

53 **5. CLOSING FEE.** Closing Company will receive a fee of \$ 400.00 for providing closing and
54 settlement services (Closing Fee).

55 **6. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed
56 documents or things of value prior to receipt and disbursement of Good Funds, except as provided in
57 §§ 10, 11 and 12.

58 **7. DISBURSER.** Closing Company must disburse all funds, including real estate commissions,
59 except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company
60 or Buyer's lender on or before closing. All parties agree that no one other than the disbursing can
61 assure that the payoff of loans and other disbursements will actually be made.

62 **8. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of closing as indicated:
63 ☐ Cashier's Check, at Seller's expense ☒ Funds Electronically Transferred (wire transfer) to an
64 account specified by Seller, at Seller's expense ☐ Closing Company's trust account check.

65 **9. WIRE AND OTHER FRAUDS.** Caution: Wire and other frauds are a significant risk in real estate
66 transactions. Anytime Buyer or Seller is supplying confidential information, such as social security
67 numbers and bank account numbers, or transferring or receiving funds, Buyer and Seller should provide
68 the information in person or in another secure manner. Wire instructions should only be
69 sent by the Closing Company to the Buyer or Seller via encrypted e-mails or encrypted web
70 portals that require end-user authentication (i.e., password protected). If encrypted
71 e-mails or encrypted web portals are not available, wire instructions should be delivered by
72 hand, telephone, mail, or overnight courier. Buyers and Sellers should never reply to an
73 e-mail or call a telephone number included in an e-mail regarding wire instructions or trust
74 changes to wiring instructions received via email without verbal confirmation from a trusted
75 source. To protect against fraud, money should never be wired based on email instructions
76 alone, and wire transfer details and payment instructions should always be verified in
77 person or by telephone using a trusted and independently verified contact number.

Financial Crimes Enforcement Network (FinCEN) Anti-Money Laundering Notice for Residential Real Estate Transfers: FinCEN is an agency of the US Treasury Department and the primary enforcement agency for combating money laundering pursuant to the Bank Secrecy Act. Parties agree to cooperate with the Closing Company to provide all requested documents and information to meet the Closing Company's requirements for FinCEN reporting. Parties understand that failure to provide documents and information may result in a delay or failure to close.

10. FAILURE OF CLOSING. If closing or disbursement does not occur on or before Closing Date as set forth in the Contract, Closing Company, except as otherwise provided herein, is authorized and agrees to return all documents, monies and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

11. RETURN OF EARNEST MONEY. Except as otherwise provided in §12 (Earnest Money Dispute), if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company must release the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

12. EARNEST MONEY DISPUTE. In the event of any controversy regarding Earnest Money that is being held by Closing Company (notwithstanding any termination of the Contract), Closing Company is not required to take any action. In no event shall Closing Company be required to return Earnest Money deposits to Buyer until funds deposited are verified, credited to the Closing Company escrow or trust account, and available for immediate withdrawal as a matter of right. Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant to the Order of the Court.

13. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

14. CHANGE IN OWNERSHIP OF WATER WELL. Within sixty days after closing, Closing Company will submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available. Closing Company is not liable for delaying closing to ensure Buyer completes any required form.

15. FIRPTA AND COLORADO WITHHOLDING.

15.1 FIRPTA. Seller agrees to cooperate with Buyer and Closing Company to provide any

119 reasonably requested documents to determine Seller's foreign person status. If withholding is required,
120 Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit
121 it to the Internal Revenue Service. If withholding from Seller is not required, Closing Company
122 agrees to provide Buyer an executed Affidavit compliant with FIRPTA attesting to that.

123 **15.2 Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any
124 reasonably requested documents to determine Seller's status. If withholding is required under
125 Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's
126 proceeds and remit it to the Colorado Department of Revenue.

127 **16. ADDITIONAL PROVISIONS.** The following additional provisions have not been approved by
128 the Colorado Real Estate Commission:

129 **17. COUNTERPARTS.** This document may be executed by each party, separately, and when each
130 party has executed a copy, such copies taken together are deemed to be a full and complete contract
131 between the parties.

132 **18. BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this
133 transaction, copies of all signed documents that such real estate brokers are required to maintain
134 pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both
135 Buyer and Seller to deliver their respective Closing Statement to one or both real estate broker(s)
136 involved in the transaction.

137 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**

138 **19.1 Physical Delivery and Notice.** Any document, or notice to another party must be in
139 writing, except as provided in § 19.2 and § 19.3 and is effective when physically received by such party.

140 **19.2 Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
141 electronic form to another party at the electronic address of the recipient by facsimile, email or
142 .

143 **19.3 Electronic Delivery.** Electronic Delivery of documents may be delivered by:
144 (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the
145 recipient receives the information necessary to access the documents or (3) facsimile at the facsimile
146 number (Fax No.) of the recipient.

147 **19.4 Choice of Law.** These Closing Instructions and all disputes arising hereunder are
148 governed by and construed in accordance with the laws of the State of Colorado that would be
149 applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

150 BUYER(S) ACKNOWLEDGE RECEIPT OF THESE CLOSING INSTRUCTIONS

Buyer: _____ Date: _____

Address:

Phone No.:

Fax No.:

Email Address:

Buyer: _____ Date: _____

Address:

Phone No.:

Fax No.:

Email Address:

151 SELLER(S) ACKNOWLEDGE RECEIPT OF THESE CLOSING INSTRUCTIONS

Benjamin Steven Ziemer

Date: 2/19/2026

Seller: Benjamin Steven Ziemer

Address:

Phone No.:

Fax No.:

Email Address:

Jacquelyn Ann Ziemer

Date: 2/19/2026

Seller: Jacquelyn Ann Ziemer

Address:

Phone No.:

Fax No.:

Email Address:

152 CLOSING COMPANY ACKNOWLEDGES RECEIPT OF THESE CLOSING INSTRUCTIONS.

Closing Company's Name: Land Title Guarantee Company

Date: _____

By: **Paula Telles**

Authorized Signature Title:

Address: **3064 Whitman Dr Ste 201**

Evergreen, CO 80439

Phone No.: **303-674-4493**

Fax No.: **(303) 393-4902**

Email Address: **ptelles@ltgc.com; hshort@ltgc.com; mzouski@ltgc.com**

CL8 CLOSING INSTRUCTIONS

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COLORADO

Division of Water Resources

Department of Natural Resources

WELL PERMIT NUMBER 163020-

RECEIPT NUMBER 0335036

ORIGINAL PERMIT APPLICANT(S)

GARY SHEVELAND

APPROVED WELL LOCATION

Water Division: 1 Water District: 9

Designated Basin: N/A

Management District: N/A

County: JEFFERSON

Parcel Name: MOUNTAIN PARK HOME

Lot: 5

Block: 76 Filing:

Physical Address: N/A

NE 1/4 SE 1/4 Section 11 Township 5.0 S Range 71.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: 474362.8 Northing: 4386621.1

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: 2/26/1992

Expiration Date: N/A

Issued By _____

PERMIT HISTORY

12-11-2017 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO JACQUELYN MURPHY

12-11-2017 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO BENJAMIN ZIEMER

COLORADO DIVISION OF WATER RESOURCES
 818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

PERMIT APPLICATION FORM**RECEIVED****FEB 07 '92**

Application must be complete where applicable. Type or print in **BLACK INK**. No overstrikes or erasures unless initialed.

(X) A PERMIT TO USE GROUND WATER
 (X) A PERMIT TO CONSTRUCT A WELL
 FOR: (X) A PERMIT TO INSTALL A PUMP

() REPLACEMENT FOR NO. _____

() OTHER _____

WATER COURT CASE NO. _____

WATER RESOURCES
 STATE ENGINEER
 COLORADO

163020

(1) APPLICANT - mailing addressNAME GARY SHEVELANDSTREET 26209 WILDFLOWER TR.CITY EVERGREEN Colo. 80439
(State) (Zip)TELEPHONE NO. 674-7466**(2) LOCATION OF PROPOSED WELL**County JEFFERSONN.E. ¼ of the S.E. ¼, Section 11Twp. S S, Rng. 71 W, 6th P.M.
(N,S) (E,W)**(3) WATER USE AND WELL DATA**Proposed maximum pumping rate (gpm) 15Average annual amount of ground water to be appropriated (acre-feet): 1Number of acres to be irrigated: 0Proposed total depth (feet): 500'

Aquifer ground water is to be obtained from:

IN HOUSE USE

Owner's well designation _____

GROUND WATER TO BE USED FOR:

(X) HOUSEHOLD USE ONLY - no irrigation (0)

() DOMESTIC (1)

() LIVESTOCK (2)

() COMMERCIAL (4)

() INDUSTRIAL (5)

() IRRIGATION (6)

() MUNICIPAL (8)

() OTHER (9) _____

DETAIL THE USE ON BACK IN (11)

(4) DRILLERName LICENSED DRILLER

Street _____

City _____
(State) (Zip)

Telephone No. _____ Lic. No. _____

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 335036 / _____

Basin _____

Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

APPLICATION APPROVED

PERMIT NUMBER _____

DATE ISSUED _____

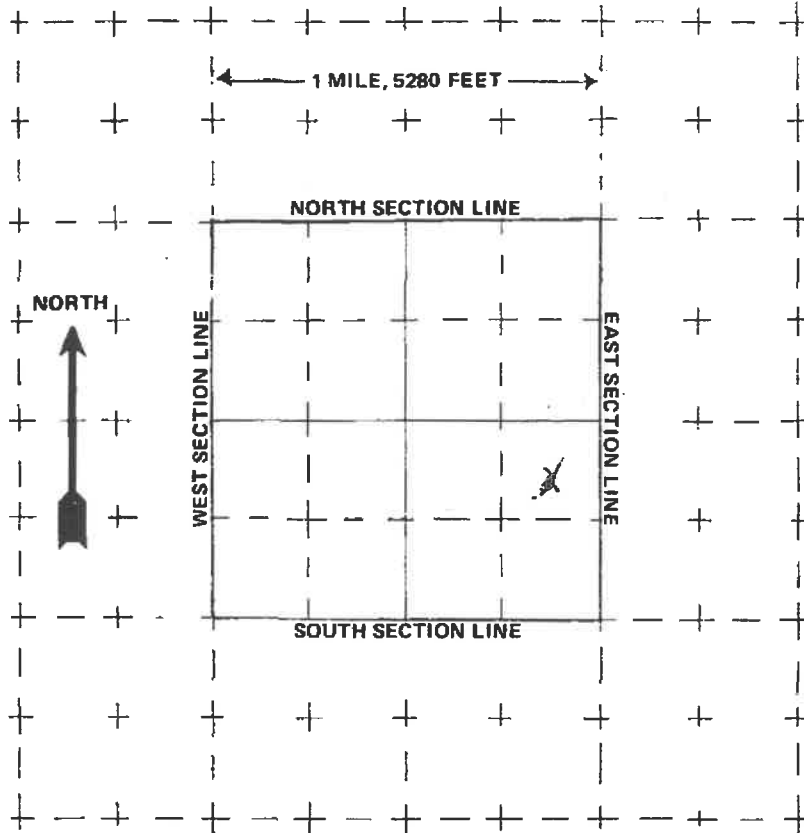
EXPIRATION DATE _____

(STATE ENGINEER)

BY _____

I.D. 1COUNTY 3009

(5) THE LOCATION OF THE PROPOSED WELL and the area on which the water will be used must be indicated on the diagram below. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

(6) THE WELL MUST BE LOCATED BELOW by distances from section lines.

2000 ft. from SOUTH sec. line
(north or south)
750 ft. from EAST sec. line
(east or west)

LOT 5,6,7,8 BLOCK 76 FILING #

SUBDIVISION Mountain Park Home

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner: GARY Shereclaw

No. of acres 1.5 Will this be the only well on this tract? yes

(8) PROPOSED CASING PROGRAM

Plain Casing

2 in. from 0 ft. to 20 ft.

4 in. from 20 ft. to 100 ft.

Perforated casing

4 in. from 100 ft. to 500 ft.

in. from ft. to ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it:

N/A

(10) LAND ON WHICH GROUND WATER WILL BE USED:

Owner(s): GARY Shereclaw No. of acres: 1.5 ACRES

Legal description: Lot 5,6,7,8 BLOCK 76 Mountain Park Home Subdivision

(11) DETAILED DESCRIPTION of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used.

single FAMILY Engineered Septic System.

(12) OTHER WATER RIGHTS used on this land, including wells. Give Registration and Water Court Case Numbers.

Type or right

Used for (purpose)

Description of land on which used

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

Gary Shereclaw
SIGNATURE OF APPLICANT(S)

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES

818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

LIC

WELL PERMIT NUMBER 163020

DIV. 1 CNTY. 30 WD 9 DES. BASIN MD

APPLICANT

Lot: 5 Block: 76 Filing: Subdiv: MOUNTAIN PARK HOMES
APPROVED WELL LOCATION

COUNTY JEFFERSON

NE 1/4 SE 1/4 Section 11
Twp 5 S, Range 71 W 6thP.M.

DISTANCES FROM SECTION LINES

2000 Ft. from South Section Line

750 Ft. from East Section Line

GARY SHEVELAND
26209 WILDFLOWER TR
EVERGREEN, CO 80439

674-7466

PERMIT TO CONSTRUCT A 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 the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction and Pump Installation Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 17.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a residential site of 0.5 acres described as lots 5-8, block 76, Mountain Park Homes Subdivision, Jefferson County.
- 4) The use of ground water from this well is limited to ordinary household purposes inside a single family dwelling and the watering of the user's noncommercial domestic animals. The ground water shall not be used for irrigation or other purposes.
- 5) The maximum pumping rate shall not exceed 15 GPM.
- 6) The return flow from the use of the 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.
- 7) This well shall be constructed not more than 200 feet from the location specified on this permit.

M.M. 2-25-92

APPROVED:
MAM

Hal D. Simpson

Acting State Engineer

Receipt No. 0335036

DATE ISSUED FEB 26 1992

M.A. Malley

By

EXPIRATION DATE FEB 26 1994

COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203

PERMIT APPLICATION FORM

RECEIVED

FEB 07 '92

Application must be complete where applicable. Type or print in **BLACK INK**. No overstrikes or erasures unless initialed.

(X) A PERMIT TO USE GROUND WATER
(X) A PERMIT TO CONSTRUCT A WELL
FOR: (X) A PERMIT TO INSTALL A PUMP

() REPLACEMENT FOR NO. _____

() OTHER _____

WATER COURT CASE NO. _____

WATER RESOURCES
STATE ENGINEER
C.D.

163020

(1) APPLICANT - mailing address

NAME GARY SHEVELAND
STREET 26209 WILDFLOWER TR.
CITY EVERGREEN Colo. 80439
(State) (Zip)
TELEPHONE NO. 674-7466

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 335036 / _____

Basin _____ Dist. _____

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(2) LOCATION OF PROPOSED WELL

County Jefferson
N.E. 1/4 of the S.E. 1/4, Section 11
Twp. S S, Rng. 71 W, 6th P.M.
(N,S) (E,W)

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 15

Average annual amount of ground water to be appropriated (acre-feet): 1

Number of acres to be irrigated: 0

Proposed total depth (feet): 500'

Aquifer ground water is to be obtained from:

IN House Use

Owner's well designation _____

GROUND WATER TO BE USED FOR:

(X) HOUSEHOLD USE ONLY - no irrigation (0)
() DOMESTIC (1) () INDUSTRIAL (5)
() LIVESTOCK (2) () IRRIGATION (6)
() COMMERCIAL (4) () MUNICIPAL (8)
() OTHER (9) _____

DETAIL THE USE ON BACK IN (11)

APPLICATION APPROVED

PERMIT NUMBER _____

DATE ISSUED _____

EXPIRATION DATE _____

(STATE ENGINEER)

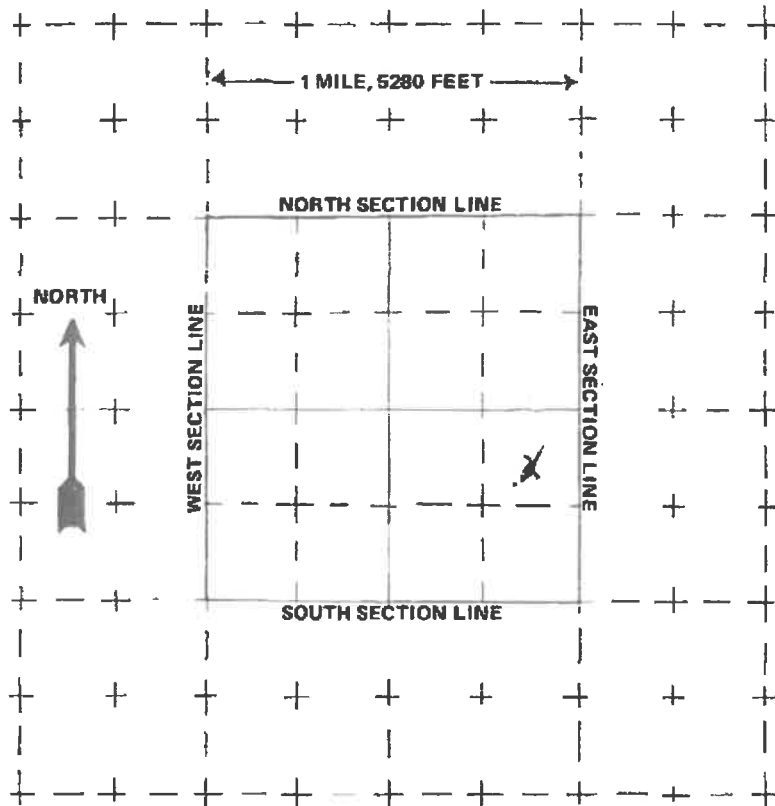
BY _____

I.D. 1 COUNTY 30 09

(4) DRILLER

Name LICENSED DRILLER
Street _____
City _____
(State) (Zip)
Telephone No. _____ Lic. No. _____

(5) THE LOCATION OF THE PROPOSED WELL and the area on which the water will be used must be indicated on the diagram below. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

(6) THE WELL MUST BE LOCATED BELOW by distances from section lines.

2000 ft. from South sec. line
(north or south)
750 ft. from EAST sec. line
(east or west)

LOT 5,6,7,8 BLOCK 76 FILING # _____
SUBDIVISION Mountain Park Home

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner: GARY SHERCLAND

No. of acres 142 .5 Will this be the only well on this tract? yes

(8) PROPOSED CASING PROGRAM

Plain Casing

2 6 in. from 0 ft. to 20 ft.
4 in. from 20 ft. to 100 ft.

Perforated casing

4 in. from 100 ft. to 500 ft.
_____ in. from _____ ft. to _____ ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it:

N/A

(10) LAND ON WHICH GROUND WATER WILL BE USED:

Owner(s): GARY SHERCLAND No. of acres: 142 .5 ACRES.

Legal description: lot 5,6,7,8 BLOCK 76 Mountain Park Home Subdivision

(11) DETAILED DESCRIPTION of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used. single FAMILY Engineered Septic System

(12) OTHER WATER RIGHTS used on this land, including wells. Give Registration and Water Court Case Numbers.

Type or right	Used for (purpose)	Description of land on which used

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

Gary Shercland
SIGNATURE OF APPLICANT(S)

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COLORADO DIVISION OF WATER RESOURCES

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EVERGREEN, CO 80439

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State Engineer

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DATE ISSUED FEB 26 1992

M.A. Malley
By
EXPIRATION DATE FEB 26 1994

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

**PERMIT FOR CONTINUED USE OF AN EXISTING
ONSITE WASTEWATER TREATMENT SYSTEM**

PERMIT NUMBER: **17-126078 OW**
DATE ISSUED: **September 28, 2017 - valid through March 28, 2018, or upon sale of the property or application for building permit, whichever comes first.**
PROPERTY ADDRESS: **26209 WILD FLOWER TRAIL, EVERGREEN**
INSPECTOR: **SHIRLEY SEPTIC PUMPING INC**
INSPECTION DATES: TANK: **September 22, 2017** SYSTEM: **September 22, 2017**

On the date(s) shown above, the onsite wastewater treatment system at this property was found to comply with the minimum requirements for existing systems as set forth in the Onsite Wastewater Treatment System Regulation of Jefferson County. If known, details on the system are provided below:

SYSTEM INFORMATION

Components:

- Tank Volume 1: **1000 gallons**
- Absorption System: **480 square feet**

System designed for: **2 Bedroom Single Family Dwelling**

System Records

Permit number: **8900** File number: **174 C11-C14** Date of installation: **September 30, 1981**

Operational Status (unless noted otherwise on page 2)

- The on-site inspection did not reveal any overflow or improper discharge from the system. All system components are present, operational and in good repair.
- The current owner reported no operational problems with the system for at least one year prior to the date of application for the use permit or the date the property was vacated.
- As of the date the permit was issued, there are no reports of current operational problems with the system.

Conditions for Issuance of Building Permit (if applicable):

This system complies with minimum standards for an onsite wastewater treatment system in Jefferson County and a building permit may be issued for remodeling the structure, regardless of the expiration date shown above. If bedrooms are to be added, the number may not exceed the number shown in 'System Capacity' above. If the Department has no records of the system, no additional bedrooms may be constructed.

See following page(s) for other observations regarding this onsite wastewater treatment system.

LIMITATIONS AND DISCLAIMER

Issuance of this Use Permit is based solely on the conditions observed on the date of inspection(s) and on Department records at the time of permitting. The issuance of this permit does not constitute a guarantee, warranty or representation by the Department that the system will operate properly or will not fail.

ADDITIONAL OBSERVATIONS

If known, the estimated capacity of the system has been listed on the permit and we recommend that you monitor water use to prevent overuse and possible failure. Although the onsite wastewater treatment system met the minimum approval criteria, the following other conditions were observed. By following the recommendations outlined below, you should be able to improve the performance and extend the operational life of your onsite wastewater treatment system:

1. The property was either unoccupied or had been vacant for at least one week proceeding the inspection. Although there were no obvious signs of failure, we recommend that the system be re-evaluated when it is operating under load.

RENEWALS: This permit may be renewed ONCE, provided that FORM 704 is submitted to the Department prior to March 28, 2018. After that date, you must submit a new application with the appropriate fee and provide updated inspection reports for the system.