

Docket AP-22-0001

Walker Appeal to Board of Adjustment
For Salina Properties, Section 18, T1N, R71W

By John R. Henderson and Alice E. Walker

January 7, 2026



APPELLANT
PRESENTATION IN
SUPPORT OF
APPEAL OF
COMMUNITY
PLANNING AND
PERMITTING
FINDING

- Process began in December 2021, with Boulder County Planning and Permitting Department's letter determining Walker property does not constitute legal building lot.
- We timely appealed that decision in January 2022.
- County held appeal in abeyance while we pursued subdivision exemption application, pursuant to Planning and Permitting staffs' direction.
- Subdivision exemption application filed in October 2023.

BACKGROUND

- Staff determined that the application meets ALL requirements for a subdivision exemption, except for two reasons:
 - Staff asserted that a building on the Walker property will increase density.
 - Staff asserted that Walker property may be subject to debris flow.
- County Commissioners denied subdivision exemption in April 2025, following substantial delay by Planning and Permitting staff, based upon last minute assertion that site would be subject to debris flow; County recognized that all other elements for subdivision exemption were met.
- This appeal to the Board of Adjustment resumed thereafter.

STAFF DENIED
SUBDIVISION
EXEMPTION
BASED ON 11TH
HOUR DEBRIS
FLOW
POSSIBILITY

- This appeal is about whether the combined Walker properties constitute a single legal building lot.
- The Walker properties at issue are the combined lots listed in the December 2021 Letter, Attachment A to the County's hearing materials.
- The County falsely asserts that its 2001 Decision was in error because the former Land Use Department failed to consider transactions involving the Bankrupt Lode.
- The County incorrectly implies that other transactions also prevent legal buildability; this implication is irrelevant since the legal building lot is for all combined properties.

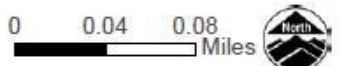
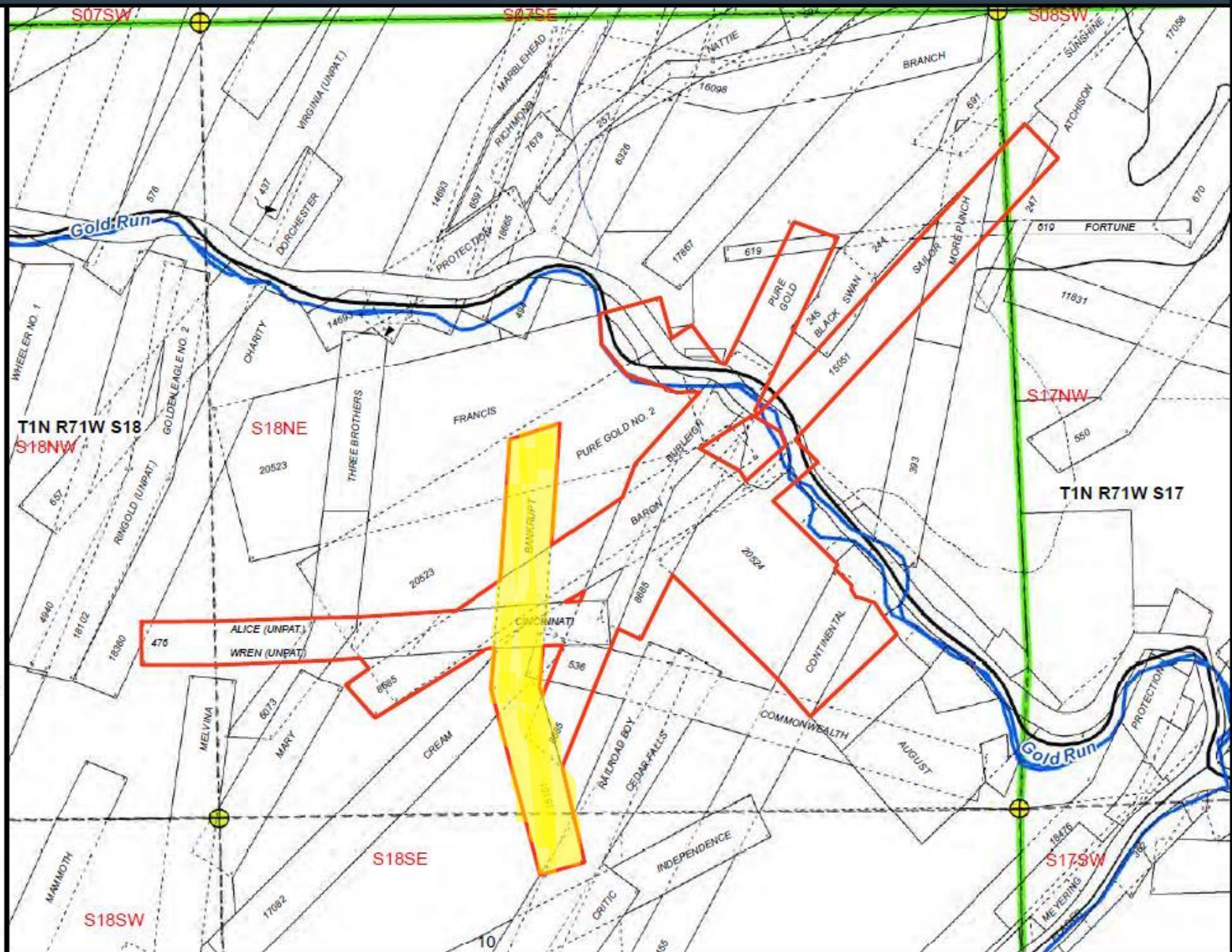
THE WALKER
SITE IS A
LEGAL
BUILDING LOT



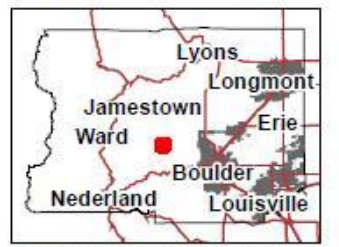
Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

— Subject Parcel



Area of Detail Date: 10/28/2025



The user agrees to all Terms of Use set forth by Boulder County. For Terms of Use, please visit: www.bouldercounty.org/mapdisclaimer

BM 735

Filed for record this

24th day of June

A. D. 1971

2:25 P.M.

HENRY C. PUTNAM

RECORDED

Receipt No. 990625

This Deed, Made this 24th day of June in the year of our Lord

one thousand nine hundred and Seventy-one between MARIE AUGUSTA MORRISE of the County of Los Angeles and State of CALIFORNIA, of the first part, and LARRY J. TAYLOR and MARGARET R. TAYLOR of the County of Boulder and State of Colorado, of the second part;

STATE RECORDED BY JUN 24 1971

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration to the said part Y of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, he do grant, bargain, sell and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate, lying and being in the County of Boulder and State of Colorado, to-wit:

The Baron Lode Mining Claim, the Burleigh Lode Mining Claim, the Pure Gold Mining Claim, all in U.S. Survey No. 8686, that the Bankrupt Lode Mining Claim, U. S. Survey No. 15151, that portion of the Continental Lode Mining Claim, U. S. Survey No. 455 lying northeasterly of Lines one and two of the August Lode Mining Claim, U. S. Survey No. 20524 and that portion of the August Lode Mining Claim belonging to Marie Augusta Morrise, all in the Gold Hill Mining District

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the revenues and revenues, royalties and minerals, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part Y of the first part, either in law or equity, in and to the above heretofore granted, with the hereditaments and appurtenances.

To Have and to hold the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said part Y of the first part, for her self, her heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the executing and delivery of these presents, she is well and lawfully seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in the simple, and he do good right, full power and lawful authority to grant, bargain, sell and convey the same in tenancy and joint tenancy, and that the same are free and clear from all former and other grants, mortgages, sales, liens, claims, encumbrances and incumbrances of whatever kind or nature soever, except the 1971 general taxes due January 1, 1972, which the parties of the second part assume and agree to pay, and except any right of access, way or easement which may be held by J. H. Langenberg, and the above described premises in the quiet and peaceful possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part Y of the first part shall and will WARRANT AND FOREVER DEFEND.

In Witness Whereof, The said part Y of the first part he do hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of Marie Augusta Morrise

- In 1971, prior owner of the Francis and Pure Gold No. 2 recorded a right of access in favor of the owners of the Bankrupt Lode.
- Morisse expressly stated that “Purchasers of the Bankrupt Lode Mining Claim, U.S. Survey No. 15151 are hereby granted the right of ingress and egress over the Francis Lode Mining Claim and the Pure Gold No. 2 Lode Mining Claim, both patented under U.S. Survey No. 20523.”
- Morisse recorded the same right of access document several times between 1971 and 1977.

THE BANKRUPT
LODE WAS
ALWAYS
CONSIDERED
AND TREATED
AS A
SEPARATE
PARCEL

- In 1973, Deward and Barbara Walker purchased everything Larry and Margaret Taylor owned in Salina and Wallstreet.
- This included patented mining claims, wells and non-contiguous parcels located in two different canyons and Townships.
- Conveyance by kitchen sink deed in 1973 did not result in combination of properties into a single building lot because there was no intent to combine.

THE KITCHEN SINK

THIS DEED, Made this 25th day of May, 1973, between

Larry Taylor and Margaret Taylor

of the County of Boulder and State of Colorado, of the first part, and

Deward E. Walker, Jr. and Barbara J. Walker

of the County of Boulder and State of Colorado, of the second part:

COUNTY OF BOULDER
STATE OF COLORADO
FILED IN THE OFFICE ON

JUN 4 8 47 AM '73

FILM 820

CLERK AND
RECORDER

HENRY C. JONES

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty Seven Thousand and no/100----- DOLLARS,

to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Boulder and State of Colorado, to-wit:

- Cincinnati Lode Mining Claim No. 476,
- Baron Lode Mining Claim No. 8685,
- Burleigh Lode Mining Claim No. 8685,
- Pure Gold Lode Mining Claim No. 8685,
- Bankrupt Lode Mining Claim No. 15151,
- Sailor Lode Mining Claim No. 15051,
- August Lode Mining Claim No. 20524,
- Francis Lode Mining Claim No. 20523,
- Pure Gold No. 2 Lode Mining Claim No. 20523,

together with all easements and rights of way appurtenant and all water rights appurtenant including but not limited to those water rights adjudicated in water case number W5483 to include: Baron well, Cincinnati well, Salina well, Baron Spring and August Adit Spring; but not to include first and second Superior wells, Moore's Subdivision well and Taylor-Sunset Spring; it being the intent hereof to convey all of grantors' property in Sec. 18, T1N, R71West of the 6th P. M. except as noted above; also, the Helvetia Lode Mining Claim No. 652 in Sec. 19, T1N, R71West of the 6th P. M. There is also conveyed hereby all rights of the grantors in and to the Helvetia well, Gold King well and Old Montreal well.

TO HAVE AND TO HOLD IN JOINT TENANCY

STATE DOCUMENTARY FEE

JUN 4 1973

2.20

Unofficial Copy

- Deward and Barbara used the Bankrupt Lode as collateral for loan, relying in part on its historic treatment as a separate parcel.
- Deward and Barbara lost the Bankrupt Lode to foreclosure in 1982 at the time of their divorce.
- Peter Brady purchased the Bankrupt Lode in 1983 at Public Trustee's sale.
- Loss by Walkers and acquisition by Brady of Bankrupt Lode did not increase the number of building lots in Salina, nor did it result from a nefarious intent to skirt Boulder County Land Use Code.

LOSS OF BANKRUPT

- A foreclosure typically changes ownership of the foreclosed parcel; it does not, by itself, “re-subdivide” the remaining land or reconfigure parcel boundaries, so it did not change whether the remaining parcels were lawfully created.
- Legal-lot status survives an owner’s loss of another parcel to foreclosure, even though total acreage owned falls below 35 acres.
- Legitimate foreclosure did not violate Boulder County Land Use Code because it did not split any building lot.

FORECLOSURE
DID NOT
CHANGE
BOUNDARY
LINES

FILM1221 PUBLIC TRUSTEE'S CERTIFICATE OF PURCHASE

DUPLICATE

NO. 3594

STATE OF COLORADO

COUNTY OF Boulder

} ss.

I, the undersigned Public Trustee, certify that pursuant to the power and authority vested in me by a Deed of Trust dated December 23, 1980, executed by Deward E. Walker, Jr. and Barbara J. *** of the County of Boulder and State of Colorado recorded in Book , Page , (Film No. 1148 , Reception No. 428448)* of the records in the office of the Clerk and Recorder so said Boulder County, and given to secure to Littleton 1st Industrial Bank the payment of the sum of \$--31,618.39--upon the terms and with the covenants contained in said Deed of Trust, upon notice of election and demand for sale in writing, filed with me as Public Trustee on July 20, 19 82 , and recorded in Book , Page , (Film No. 1214 , Reception No. 503579)* in the records of said Boulder County, I did on Tuesday, September 14 , 19 82 , at 10:00 o'clock A .M., **the date and time to which said sale was duly continued,** having first published a notice of sale and mailed a timely copy of the notice as it appeared in a newspaper of general circulation in this county to the grantor(s) of the Deed of Trust and to all persons appearing to have acquired a record interest in the property subsequent to the recording of said trust deed, and having mailed a timely notice of the right to cure a default to the grantor(s) of the Deed of Trust, and, also having mailed a timely notice of the right to redeem to the owner(s) of the property described below, all as provided by law and the said Deed of Trust, expose to public sale the following described property situated in said County of Boulder , Colorado, to wit:

Legal description attached hereto and made a part thereof.

At said sale Littleton 1st Industrial Bank

Purchaser(s) ***bid the sum of \$--13,954.08---for said property, being the highest and best bid received therefor, the said property was struck off to the said purchaser(s), and that unless the same be sooner redeemed, the said purchaser(s) will be entitled to a deed for said property upon the expiration of the period or periods of redemption allowed by law to the owner(s), all subsequent lienors and persons entitled to redeem.

Executed in duplicate, September 14 , 19 82 .

***Walker, Mr. Deward E. Walker, Jr.

Official Copy
CLERK AND RECORDER
SEP 15 10 20 AM '82
STATE OF COLORADO
COUNTY OF BOULDER
FILED FOR RECORDS
IN MY OFFICE ON

511533

- In 1999, Boulder County Land Use Department determined that alone, the Baron Mining Lode, consisting of .36 acres, did not constitute a legal building lot.
- Boulder County Land Use recommended combining all properties owned by Walker into a single lot.
- In 2001, Boulder County Land Use found that the combined approximately 18 acres constituted a single, legal building lot.
- In reliance on the 2001 determination, in 2008, Walker family members all conveyed property into DEW Family, LLC, thereby recombining all properties.

THE COUNTY
DETERMINED
THE
COMBINED
PROPERTIES
TO BE
BUILDABLE
DESPITE THE
LOSS OF THE
BANKRUPT

- County approved bridge reconstruction using public funds because the 2001 determination found that the Walker Properties constitute a legal building lot.
- 2017 flood restoration project was conducted in reliance upon legal buildability of Walker Properties.
- The Walker Properties remains functionally identical to what the County determined to be legally buildable in 2001.
- County allowed now-asserted-to-be error to remain on the books for two decades and allowed Walker to rely on the 2001 determination as valid during that two-decade period.

THE COUNTY
ACTED IN
RELIANCE
UPON LEGAL
BUILDABILITY
DECISION
FROM 2001

- Following 2013 flood, Boulder County agreed to construct a new bridge to access the Walker property.
- The new bridge meets all County construction and flood resistance requirements.
- Substantial investment by County and federal government.
- Substantial investment of time and resources by Walker to secure bridge reconstruction based upon 2001 determination of legal buildability.

DETRIMENTAL RELIANCE: BOULDER COUNTY INVESTMENT IN WALKER PROPERTY





- Substantial investment by County and federal government.
- Substantial investment of time and resources by Walker to secure bridge reconstruction based upon 2001 determination of legal buildability.
- Substantial action with respect to Walker Properties, including installation of home foundations, development of power to site, County approval of percolation test for homesite following 2001 determination, and of course construction of County regulation compliant access bridge.

DETRIMENTAL
RELIANCE BY
WALKER IN
BOULDER
COUNTY
RECOGNITION
OF LEGAL
BUILDABILITY









- Land for firehouse.
- Land for firehouse, schoolhouse and church parking.
- Land for flood restoration and creek rehabilitation.
- Water use for Four Mile Fire Protection District.
- Cooperation with neighbors to clear title.

DECADES LONG
HISTORY OF
CONTRIBUTIONS
TO SALINA
COMMUNITY AND
FOUR MILE
CANYON

- The Four Mile Fire Protection District wishes to purchase the Walker property in order to construct a single residence to house itinerant firefighters who come to Boulder County to assist with firefighting when fires erupt, such as just happened on December 22, 2025.
- Boulder County's rents are very high, and deter itinerant firefighters from coming to Boulder County.
- A residence for firefighters will assist the Salina and Boulder County communities, consistent with the pattern and history of the Walker family's beneficial actions.

FOUR MILE FIRE PROTECTION DISTRICT BENEFIT

- The Walker Property remains intact and is a legal building lot as stated in the Land Use Department's 2001 determination.
- The 2001 determination should be reaffirmed and restated in favor of Walker's legal building lot.
- The December 2017 decision should be rejected.

**CONCLUSION:
THE BOARD OF
ADJUSTMENT
SHOULD REJECT
THE 2021
DETERMINATION
AND REAFFIRM
THE 2001
DETERMINATION**