

No. 141

INCORPORATED UNDER THE LAWS OF COLORADO

Shares 50

The Deep Creek Reservoir Company

GRAND JUNCTION, COLORADO

CAPITAL STOCK FULLY PAID \$1,000.00

1,000 Shares at \$1.00 Each

This is to Certify, That The City of Grand Junction, Colorado

is the owner of Fifty Shares of One [\$1.00] Dollar each of the fully paid up Capital Stock of

THE DEEP CREEK RESERVOIR COMPANY,

Which are issued to and accepted by the stockholders, subject to the By-Laws of the Company, and, when all dues and assessments upon the same have been paid, will entitle the holder thereof, during the irrigation season of each and every year, to that amount of water of the Company which each share bears to the whole number of shares of the Company. Said water to be used only for irrigation and domestic purposes upon the lands of the holder thereof in Mesa County, Colorado. This stock is subject to an annual assessment for repairs on any of the property of the Company, and for the purposes of maintaining and operating the reservoirs, canals and property of the Company. Also for any and all construction work of the Company when and as determined upon; also further and additional emergency assessments for any of said purposes when found necessary at any time during the year. All assessments other than emergency assessments shall be due and payable at the office of the Company in Grand Junction, Colorado, on the first day of July of each year, beginning with the year 1900, and if said charges and assessments are not paid when due, then the Company shall not be required to deliver water to the holder hereof, and this stock shall be subject to forfeiture and sale as provided in the By-Laws of the Company. This stock is transferrable only upon the books of the Company, in person or by attorney, upon the surrender of this certificate properly endorsed, and then only on condition that there are no unpaid dues or assessments against the same.

In Witness Whereof, the said Company has caused this Certificate to be sealed with its corporate seal and signed by its President and Secretary at Grand Junction, Colorado, this 30th

day of July

A. D. 1958.

Richard Clark
SECRETARY

Wilbur J. Baker
PRESIDENT





CERTIFICATE

FOR

SHARES of the

Capital Stock of

**The Deep Creek
Reservoir Co.**

ISSUED TO

DATED

For Value Received, _____ hereby assign, transfer and set over all _____ right, title and interest in and to the _____ shares of the Capital Stock of The Deep Creek Reservoir Company within mentioned to _____

_____ and _____ hereby appoint and constitute _____ Attorneys for _____

and in _____ name, to transfer the same upon the Books of the Company.

Witness _____ hand and seal at _____ this _____ day of _____

Attest:

No. 170

INCORPORATED UNDER THE LAWS OF COLORADO

Shares Sixty

The Deep Creek Reservoir Company

GRAND JUNCTION, COLORADO

CAPITAL STOCK FULLY PAID \$1,000.00

1,000 Shares at \$1.00 Each

This is to Certify, That City of Grand Junction

is the owner of Sixty Shares of One [\$1.00] Dollar each of the fully paid up Capital Stock of

THE DEEP CREEK RESERVOIR COMPANY,

Which are issued to and accepted by the stockholders, subject to the By-Laws of the Company, and, when all dues and assessments upon the same have been paid, will entitle the holder thereof, during the irrigation season of each and every year, to that amount of water of the Company which each share bears to the whole number of shares of the Company. Said water to be used only for irrigation and domestic purposes upon the lands of the holder thereof in Mesa County, Colorado. This stock is subject to an annual assessment for repairs on any of the property of the Company, and for the purposes of maintaining and operating the reservoirs, canals and property of the Company. Also for any and all construction work of the Company when and as determined upon; also further and additional emergency assessments for any of said purposes when found necessary at any time during the year. All assessments other than emergency assessments shall be due and payable at the office of the Company in Grand Junction, Colorado, on the first day of July of each year, beginning with the year 1909, and if said charges and assessments are not paid when due, then the Company shall not be required to deliver water to the holder hereof, and this stock shall be subject to forfeiture and sale as provided in the By-Laws of the Company. This stock is transferrable only upon the books of the Company, in person or by attorney, upon the surrender of this certificate properly endorsed, and then only on condition that there are no unpaid dues or assessments against the same.

In Witness Whereof, the said Company has caused this Certificate to be sealed with its corporate seal and signed by its President and Secretary at Grand Junction, Colorado, this the

8th day of December

A. D. 1936.

Howard Brown
SECRETARY

Keith Clark
PRESIDENT

CERTIFICATE

FOR

Sixty

SHARES of the

Capital Stock of

The Deep Creek
Reservoir Co.

ISSUED TO

City of
Grand Junction

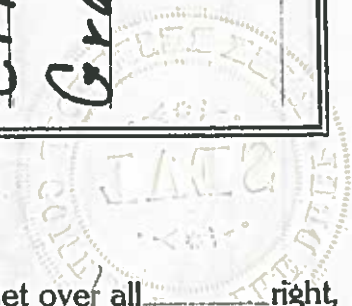
DATED

For Value Received, _____ hereby assign, transfer and set over all _____ right, title and interest in and to the _____ shares of the Capital Stock of The Deep Creek Reservoir Company within mentioned to _____

_____ and _____ hereby appoint and constitute _____ Attorneys for _____ and in _____ name, to transfer the same upon the Books of the Company.

Witness _____ hand and seal at _____ this _____ day of _____

Attest:



No. 172

INCORPORATED UNDER THE LAWS OF COLORADO

Shares 70

The Deep Creek Reservoir Company

GRAND JUNCTION, COLORADO

CAPITAL STOCK FULLY PAID \$1,000.00

1,000 Shares at \$1.00 Each

This is to Certify, That The City of Grand Junction

is the owner of seventy Shares of One [\$1.00] Dollar each of the fully paid up Capital Stock of

THE DEEP CREEK RESERVOIR COMPANY,

Which are issued to and accepted by the stockholders, subject to the By-Laws of the Company, and, when all dues and assessments upon the same have been paid, will entitle the holder thereof, during the irrigation season of each and every year, to that amount of water of the Company which each share bears to the whole number of shares of the Company. Said water to be used only for irrigation and domestic purposes upon the lands of the holder thereof in Mesa County, Colorado. This stock is subject to an annual assessment for repairs on any of the property of the Company, and for the purposes of maintaining and operating the reservoirs, canals and property of the Company. Also for any and all construction work of the Company when and as determined upon; also further and additional emergency assessments for any of said purposes when found necessary at any time during the year. All assessments other than emergency assessments shall be due and payable at the office of the Company in Grand Junction, Colorado, on the first day of July of each year, beginning with the year 1909, and if said charges and assessments are not paid when due, then the Company shall not be required to deliver water to the holder hereof, and this stock shall be subject to forfeiture and sale as provided in the By-Laws of the Company. This stock is transferrable only upon the books of the Company, in person or by attorney, upon the surrender of this certificate properly endorsed, and then only on condition that there are no unpaid dues or assessments against the same.

In Witness Whereof, the said Company has caused this Certificate to be sealed with its corporate seal and signed by its President and Secretary at Grand Junction, Colorado, this

twenty eighth day of November

A. D. 1927.

Mina Brouse
SECRETARY

John L. [Signature]
PRESIDENT

CERTIFICATE

FOR

SHARES of the
Capital Stock of
**The Deep Creek
Reservoir Co.**

ISSUED TO

DATED

For Value Received, _____ hereby assign, transfer and set over all _____ right, title and interest in and to the _____ shares of the Capital Stock of The Deep Creek Reservoir Company within mentioned to _____

_____ and _____ hereby appoint and constitute _____ Attorneys for _____ and in _____ name, to transfer the same upon the Books of the Company.

Witness _____ hand and seal at _____ this _____ day of _____

Attest: _____

No. _____

INCORPORATED UNDER THE LAWS OF COLORADO

Shares _____

The Deep Creek Reservoir Company

GRAND JUNCTION, COLORADO

CAPITAL STOCK FULLY PAID \$1,000.00

1,000 Shares at \$1.00 Each

This is to Certify, That Clifford V. & Judy L. Davis

is the owner of seventy Shares of One [\$1.00] Dollar each of the fully paid up Capital Stock of

THE DEEP CREEK RESERVOIR COMPANY,

Which are issued to and accepted by the stockholders, subject to the By-Laws of the Company, and, when all dues and assessments upon the same have been paid, will entitle the holder thereof, during the irrigation season of each and every year, to that amount of water of the Company which each share bears to the whole number of shares of the Company. Said water to be used only for irrigation and domestic purposes upon the lands of the holder thereof in Mesa County, Colorado. This stock is subject to an annual assessment for repairs on any of the property of the Company, and for the purposes of maintaining and operating the reservoirs, canals and property of the Company. Also for any and all construction work of the Company when and as determined upon; also further and additional emergency assessments for any of said purposes when found necessary at any time during the year. All assessments other than emergency assessments shall be due and payable at the office of the Company in Grand Junction, Colorado, on the first day of July of each year, beginning with the year 1909, and if said charges and assessments are not paid when due, then the Company shall not be required to deliver water to the holder hereof, and this stock shall be subject to forfeiture and sale as provided in the By-Laws of the Company. This stock is transferrable only upon the books of the Company, in person or by attorney, upon the surrender of this certificate properly endorsed, and then only on condition that there are no unpaid dues or assessments against the same.

In Witness Whereof, the said Company has caused this Certificate to be sealed with its corporate seal and signed by its President and Secretary at Grand Junction, Colorado, this _____

thirteenth day of March

A. D. 1907.

Mina Bruce
SECRETARY

John A. [Signature]
PRESIDENT

VALUE RECEIVED, CLIFFORD V. DAVIS AND JUDY L. DAVIS

ereby sell, assign and transfer unto THE CITY OF GRAND JUNCTION, a municipal corporation
Seventy 70 Shares of the

Capital Stock of the Deep Creek Reservoir Company

standing in our name on the books of said

corporation represented by Certificate No. 171

and do hereby irrevocably constitute and appoint XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX herewith
XXXXXXXXXXXX attorney to transfer the said stock on the books of the within named Company with

full power of substitution in the premises.

Dated November 20, 1987

In Presence of

Tim Madenness

Clifford V. Davis
CLIFFORD V. DAVIS
Judy L. Davis
JUDY L. DAVIS

1-14-88 Copy to: Finance Dept
Tim Woodmansee

AGREEMENT

AGREEMENT made at Grand Junction, Colorado on the 18 day of October, 1987 among CLIFFORD V. DAVIS and JUDY L. DAVIS ("Sellers") and the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation ("Purchaser").

A. Sellers are the owners of Certificate No. 171 representing 70 shares (the "Shares") of the capital stock of The Deep Creek Reservoir Company (the "Company"), a Colorado corporation, and have agreed to sell the Shares to Purchaser for the consideration specified below.

B. Sellers are indebted to Purchaser for the sum of \$4,500.00, which amount represents lease rental due by Sellers to Purchaser under the terms and provisions of a Lease Agreement (the "Lease") dated May 2, 1979 between Purchaser and the Seller, Clifford V. Davis, which rental is due for the lease year commencing May 15, 1987 and ending May 14, 1988.

C. Sellers are also indebted to Purchaser in the amount of \$500.00, which amount represents purchase of storage water by Sellers from Purchaser during the 1987 irrigation season.

D. Purchaser has agreed to extend the terms of the Lease to May 14, 1994, subject to the terms and conditions of this Agreement.

E. Sellers desire to purchase from Purchaser 200 acre feet of water during each of the irrigation seasons for the years 1988, 1989, 1990 and 1991 for a total purchase price of \$2,000.00.

F. Sellers and Purchaser agree that the Shares of the Company stock to be transferred to Purchaser pursuant to this Agreement have a value of \$26,830.00. The purchase price to be paid for such shares shall be paid in the manner specified in Section 1 of this Agreement.

IN CONSIDERATION OF their mutual promises and other considerations, Sellers and Purchaser agree:

1. The purchase price of \$26,830.00 shall be paid in the following manner:

1.1 The sum of \$4,500.00 shall be paid by Purchaser crediting Sellers with the lease rental payments for the lease year which ended May 14, 1988.

1.2 The sum of \$500.00 shall be paid by Purchaser crediting Sellers for the sum of \$500.00 representing payment due for irrigating water received by Sellers during the 1987 irrigation season.

CITY OF CRAND JUNCTION, COLORADO
MEMORANDUM

Reply Requested

Yes No

Date

12/17/86

To: (From:) Neva Lockhart From: (To:) Tim Woodmansee

THIS FOLDER CONTAINS CORRESPONDENCE AND
DOCUMENTATION CONCERNING THE PURCHASE OF
60 SHARES OF DEEP CREEK RESERVOIR STOCK
FROM G. KEITH CLARK.

Tim

DUFFORD, WALDECK, RULAND & MILBURN

ATTORNEYS AT LAW

900 VALLEY FEDERAL PLAZA

P. O. BOX 2188

GRAND JUNCTION, COLORADO 81502-2188

AREA CODE 303
TELEPHONE 242-4614

D. J. DUFFORD
WILLIAM G. WALDECK
EDWIN G. RULAND
LAIRD T. MILBURN
RICHARD H. KROHN
WILLIAM H. T. FREY
AMANDA D. BAILEY
BETTY C. BECHTEL

December 9, 1986

HAND DELIVERY

Mr. Greg Trainor
Grand Junction City Hall
250 North 5th Street
Grand Junction, CO 81501

Re: Our File No. 1430-088

Dear Greg:

With this letter we hand you Certificate No. 170 for 60 shares of the capital stock of The Deep Creek Reservoir Company, which the City recently acquired from G. Keith Clark.

Warm regards.

Sincerely,


D. J. DUFFORD

DJD/cgh
Enclosure

Excerpt from
City Council Minutes
November 19, 1986

The City Council of the City of Grand Junction, Colorado, convened in regular session the 19th day of November, 1986, at 7:30 p.m. in the City-County Auditorium at City Hall. Those present were Council members John Bennett, Loretta Harrison, LeRoy Kirkhart, Bill McCurry, Paul Nelson, Reford Theobald, and President of the Council O.F. Rags Ragsdale. Also present were City Manager Mark Achen, City Attorney Gerald Ashby, and City Clerk Neva Lockhart.

Among other business to come before the Council, the following was had and taken, to wit:

"The City Manager reviewed the Agreement between the City of Grand Junction, Colorado, and Anita and Keith Clark for 60 shares of the capital stock of Deep Creek Reservoir Company for the purchase price of \$23,000. The Council's Water Committee reviewed the proposal and recommended approval. Upon motion by Councilman Theobald, seconded by Councilwoman Harrison and carried, the Agreement for the purchase of 60 shares of capital stock in the Deep Creek Reservoir Company from Anita and Keith Clark for the purchase price of \$23,000 was approved and the City Manager was authorized to sign said Agreement."

After considering other business to come before the Council, the meeting was adjourned.



Neva B. Lockhart, CMC
City Clerk

I, Neva B. Lockhart, City Clerk of the City of Grand Junction, Colorado, do hereby certify that the City Council meeting November 19, 1986, was held in accordance with the Charter and Ordinances of the said City; that the foregoing is a true and correct copy of the action taken by the City Council as reflected in the Permanent Record on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Grand Junction, Colorado, this 21st day of November, 1986.

Neva B. Lockhart, CMC
City Clerk

AGREEMENT

AGREEMENT made at Grand Junction, Colorado on the 1st day of November, 1986 among G. KEITH CLARK and ANITA L. CLARK ("Sellers") and the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation ("City").

A. Sellers own 60 shares ("Shares") of the capital stock of Deep Creek Reservoir Company ("Reservoir Company").

B. Reservoir Company owns and operates the facility known as the Deep Creek Reservoir Number 2, located in Section 16 of Township ~~11~~¹² South, Range ~~95~~⁹⁶ West, 6th P.M.

C. Subject to the conditions and approval stated in Sections 4 and 5, Sellers have agreed to sell and City has agreed to purchase the Shares pursuant to the terms and conditions specified in this Agreement.

IN CONSIDERATION OF their mutual promises and other considerations, Sellers and City agree as follows:

1. Purchase Price: The purchase price of the Shares shall be \$23,000.00 payable in full at closing.

2. Closing: Closing of the transaction specified in this Agreement will be on the 21st day of November, 1986 at 2:00 o'clock p.m. in the offices of Dufford, Waldeck, Ruland and Milburn, Suite 900, Valley Federal Building, Grand Junction, Colorado. At closing the following will occur:

2.1 City will pay Sellers the sum of \$23,000.00 for the Shares.

2.2 Sellers will assign and transfer the Shares to the City free and clear of all liens, unpaid assessments and encumbrances of any kind.

2.3 Sellers will assign and transfer to City, by instrument in form and substance satisfactory to counsel for City, all of their right, title and interest in and to the Deep Creek Reservoir Number 2, all priorities allocated to the Reservoir by court decree or ruling and any rights of the Sellers to enlarge, modify or improve the Deep Creek Reservoir Number 2.

3. Sellers' Warranties: Sellers warrant and represent as follows:

3.1 Deep Creek Reservoir Company is a Colorado non-profit corporation in good standing as of the date of this



Agreement and all franchise and other taxes, assessments and fees due by the Reservoir Company to Mesa County, Colorado, the State of Colorado or the United States as of the closing date, will then have been paid.

3.2 Reservoir Company has only one class of stock and no more than 960 shares of such stock have been issued and are outstanding as of the date hereof.

3.3 Optionors are the owners of good and valid title to the Shares and, at closing, will transfer the Shares to City free and clear of any liens, encumbrances and/or restrictions, except the provisions of the Certificate of Incorporation and the By-Laws of Reservoir Company.

3.4 Prior to closing, Sellers will not create or permit any encumbrance, lien or other restriction against the Shares. The City acknowledges that it has been informed by Sellers that the Shares are pledged as security for payment of encumbrances due the Federal Land Bank Association and the Farmers Home Administration. The removal and release of the Shares by those lenders is a condition to Sellers' obligation to close the transaction specified in this Agreement.

4. Conditions to Closing: The obligation of Sellers to close this transaction is expressly subject to the condition that the Sellers shall be able to secure a release of the Shares from Federal Land Bank Association and Farmers Home Administration at or prior to closing, by the payment of an aggregate amount which does not exceed the total purchase price of the Shares.

5. City Council Approval: The obligation of the City to proceed with closing of this transaction is expressly subject to the Council of the City of Grand Junction approving and ratifying the execution of this Agreement by the City Manager on or before November 19, 1986. If such approval is not obtained by such date, then this Agreement shall be of no force and effect as of that date.

6. Binding Effect: The provisions of this Agreement are for the benefit of and binding upon the heirs, personal representatives and successors in interest of the parties.

Attest:

Neva B. Lockhart, CMC
City Clerk

CITY OF GRAND JUNCTION, COLORADO

BY: Mark Dechen
CITY MANAGER

Handwritten signature

G. Keith Clark
G. KEITH CLARK

Anita L. Clark
ANITA L. CLARK

QUIT CLAIM DEED

G. KEITH CLARK and ANITA L. CLARK ("Grantors"), in consideration of Ten Dollars and other considerations, quit claim and sell to THE CITY OF GRAND JUNCTION, COLORADO ("Grantee"), a municipal corporation, all of the Grantors' right, title and interest in and to the following:

The Deep Creek Reservoir No. 2 and any and all other reservoirs owned and operated by The Deep Creek Reservoir Company and all priorities for storage of water allocated to The Deep Creek Reservoir No. 2 or any other reservoirs owned or controlled by The Deep Creek Reservoir Company and any rights which the Grantors may have to enlarge, modify or improve The Deep Creek Reservoir No. 2 or any other reservoirs owned by The Deep Creek Reservoir Company.

Grantors executed this instrument on the 3rd day of December, 1986.


G. KEITH CLARK


ANITA L. CLARK

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 3rd day of December, 1986, by G. KEITH CLARK and ANITA L. CLARK.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: June 21, 1988.


Notary Public



DUFFORD, WALDECK, RULAND & MILBURN

ATTORNEYS AT LAW

900 VALLEY FEDERAL PLAZA

P. O. BOX 2188

GRAND JUNCTION, COLORADO 81502-2188

AREA CODE 303
TELEPHONE 242-4614

D. J. DUFFORD
WILLIAM G. WALDECK
EDWIN G. RULAND
LAIRD T. MILBURN
RICHARD H. KROHN
WILLIAM H. T. FREY
AMANDA D. BAILEY
BETTY C. BECHTEL

December 9, 1986

Mr. G. Keith Clark
Kannah Creek Area
Whitewater, CO 81527

Re: Our File No. 1430-088

Dear Keith:

Enclosed is the cancelled promissory note and deed of trust relating to your loan with Federal Land Bank of Wichita.

The release of the lien will be returned to me within the next week or so. I will send the release to you when we receive it.

Warm regards.

Sincerely,


D. J. DUFFORD

DJD/cgh
Enclosure

cc: Greg Trainor (w/enclosure) ✓

PROMISSORY NOTE
(Variable Interest Rate)

Loan No. 785977 5-0-564-0-C

Date February 22, 1984

DEC 5 1985

For value received, the undersigned, whether one or more, as principals, jointly and severally, promise to pay to THE FEDERAL LAND BANK OF WICHITA, at its office in Wichita, Kansas, or to its order, the following:

The principal sum of \$11,000.00 ^{JUSTICE}, with loan rate interest thereon at 11 1/2 % per annum from the date of disbursement thereof,

due in 15 consecutive Annual installments on the 1st day of each June as follows:

 installments of interest only, in the amount of \$ each, the first due 1, 19 ;

 installments of principal and interest, in the amount of \$ each, the first due 1, 19 ;

14 installments of principal and interest, in the amount of \$ 1,550.89 each, the first due June 1, 1984 ;

and a final installment of principal and interest, in the amount of \$ 1,550.89, due June 1, 1998 ;

PROVIDED, however, (1) if the period from the date of disbursement of the principal sum to the date of the initial installment hereunder is more or less than the regular installment period, the amount of the initial installment shall be increased or decreased, as the case may be, so as to reflect interest actually accruing for that period, and (2) as and when any different rate of interest is established as provided below, the amount of each subsequent installment shall be increased or decreased, as the case may be, in such a manner as to reflect the increase or decrease in such interest rate, but the due date of any installment so increased or decreased shall remain as provided above.

Default rate interest on all sums of principal and interest not paid when due, at 13 1/2 % per annum, from the due date thereof to the date of payment.

Hereafter, and from time to time, the Bank shall have the right to establish different rates of interest, either higher or lower than those stated above. Said rates shall thereupon apply to the debt evidenced hereby, and which shall remain in effect until different rates of interest are again established. Such different rates shall be established in accordance with the provision of the Farm Credit Act of 1971, as amended from time to time, and the then existing Regulations of the Farm Credit Administration and shall include a rate applicable to the unmatured principal sum and a higher default rate applicable to all sums of principal or interest not paid when due; but such rates shall not be applied retroactively. The interest rates specifically stated above, and any different rates hereafter established, shall not be limited by the laws of any state relating to a legal rate or other rate of interest, but shall be governed solely by applicable Federal laws.

All or any part of the principal sum may be paid in advance, without penalty, at any time. Any advance payment so made may be applied entirely upon principal, or the Bank, at its option, may apply a portion to interest accrued with respect to the payment and the balance of the payment upon principal. Any advance payment made shall operate to reduce the debt evidenced hereby and to sooner retire the same, but shall not change the amount or due date of any subsequent installment, except to the extent that advance payment results in elimination or reduction of the final installment or installments provided herein.

This note is secured by a deed of trust of even date herewith, covering certain real estate. Enforcement of this note and the deed of trust shall be governed by Federal laws to the extent applicable, and shall otherwise be governed by the laws of the state in which said real estate is located. The deed of trust provides that advances made by the Bank thereunder shall become a part of the debt evidenced by this note, and also states conditions under which the entire debt may be accelerated and become immediately due. All advances, or the entire debt when accelerated, shall bear interest at the default rate provided herein.

The undersigned, and any endorser, surety or guarantor of this note, severally waive presentment for payment, demand, notice of nonpayment, protest and notice of protest, and diligence in enforcing payment hereof. They also severally agree that the Bank may at any time, without notice, request the Public Trustee to release all or any part of the security for this note (including all or any part of the premises covered by said deed of trust); or grant extensions, deferments, renewals or reamortizations of the debt evidenced hereby or any part thereof; and release from personal liability any one or more of the parties who are or may become liable for such debt without affecting the personal liability of any other party. They also acknowledge receipt of duplicate copies of this note and of said deed of trust.

Gordon Keith Clark Anita Louise Clark
Gordon Keith Clark Anita Louise Clark

PAID
Date 12-3-86
THE FEDERAL LAND BANK
OF WICHITA
M. W. [Signature]

Form 8602
New 4-83

DEED OF TRUST
The Federal Land Bank of Wichita

Loan No. 785977 5-0

FLBA-Br. No. 564-0

CANCELLED

DATE.

DEC 5 1986

THIS DEED OF TRUST is made on this 22nd day of February, 19 84.

PARTIES.

MESA CO. PUBLIC TRUSTEE

The parties to this Deed of Trust are: Gordon Keith Clark and Anita Louise Clark, husband and wife

whose address is Kannah Creek, Whitewater, Colorado 81527

County of Mesa, State of Colorado, who throughout the deed of trust will be called GRANTOR, and the Public Trustee of Mesa County, State of Colorado, hereinafter referred to as the "Public Trustee".

AMOUNT AND TERMS.

The GRANTOR has made a promissory note payable to the order of the Federal Land Bank of Wichita, Wichita, Kansas, a corporation, as beneficiary of this deed of trust and which throughout this deed of trust will be called the BANK. This promissory note is dated the same day as this deed of trust and is in the principal sum of \$ 11,000.00 and is payable in installments, (the last installment is due June 1, 1998) with interest as shown in the promissory note. The promissory note states the interest rates on the principal sum, and it also provides for future changes in the interest rates.

PROPERTY CONVEYED.

The GRANTOR, to secure his promissory note, does by this deed of trust grant and convey to the said Public Trustee the following property situated in the County of Mesa, State of Colorado described as follows:

The West Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter in Section One, and the Northeast Quarter of the Northwest Quarter of Section Twelve, All in Township Thirteen South, Range Ninety-eight West of the Sixth Principal Meridian, Also a tract of land in the Northwest Quarter of the Northwest Quarter of Section Twelve, Township Thirteen South, Range Ninety-eight West of the Sixth Principal Meridian, described as follows: Beginning at the Southeast corner of said tract, thence North 1165 feet to the line established on the South bank of Kannah Creek, thence North 76°15' West 84 feet, thence South 39°45' West 105 feet, thence South 3°35' West 290 feet, thence South 14°45' West 160 feet, thence South 65°45' West 145 feet, thence South 72° West 100 feet, thence South 29°45' West 185 feet, thence South 52°15' West 186 feet, thence South 30°30' West 122 feet and South 31°15' West 118 feet, thence South 15°05' West 83 feet, thence South 88° East 800 feet to the place of beginning.

TOGETHER with 60 shares of capital stock in the Deep Creek Reservoir Company.

TOGETHER WITH 2.166 second feet of water allowed to flow in Florence Berry Ditch # 262 under priority number 340; 2.20 second feet of water allowed to flow in William H. Williams Ditch under priority number 407; 2.166 second feet of water allowed to flow in Black Ditch # 412 under priority number 580.

PAID
Date 12-3-86
THE FEDERAL LAND BANK
OF WICHITA
William H. Williams

Containing 171 acres, more or less, and including, whether or not owned by GRANTOR on the date of this deed of trust, or acquired by GRANTOR after the date of this deed of trust, or whether now or later located on or appurtenant to the real estate described above:

All improvements of any kind and character; all equipment, and fixtures; all easements, rights of way and reversionary rights; all privileges, hereditaments and appurtenances; all water, irrigation and drainage rights; and all abstracts or other evidence of title;

all of which shall be considered to be a part of the security under this deed of trust.

This conveyance is subject to any existing easements, rights of way, and mineral interests or mineral leases owned by third parties which were validly reserved or conveyed and are now of record.

DECLARING A VIOLATION AND TERMS OF SALE BY PUBLIC TRUSTEE.

The Public Trustee will have and hold all the property conveyed by this deed of trust in trust, so that in case there is a default in the payment of the promissory note, or any part of it, or of the interest due on it, or in case the promises and conditions set out later in this deed of trust are not performed, the BANK may declare a violation of such promise or condition and may file notice with the Public Trustee declaring such default or violation and that BANK elects and demands that the property be advertised for sale and sold in accordance with the laws of the State of Colorado. The Public Trustee will then sell the property, in the manner provided by law, at a public auction, for cash, to be held at the main entrance of the courthouse in the County where the property is located, or on the premises of the property, or any part of it, as may be specified in the notice of such sale, for the highest price obtainable. Four weeks notice will be given prior to the sale by advertisement once a week in some newspaper of general circulation which is at the time published in the County where the sale will be held. This notice will give the time and place of sale. Copies of this notice shall be mailed in accordance with the laws of Colorado governing sales of real estate by a public trustee. Out of the proceeds of the sale the Public Trustee shall first pay or retain all fees, charges and costs for the sale, then all amounts due for taxes or other assessments, and then pay to the BANK the principal and interest due on its note according to the terms of the note and all amounts advanced by the BANK for insurance, taxes and assessments, with interest on these advances at the rate provided in the note, and a reasonable attorney's fee, if any was incurred by the BANK in pursuing its rights under this deed of trust. Following the period of redemption, the Public Trustee shall issue to the holder of the Certificate of Purchase a deed to the property sold. The BANK may purchase any property sold under this deed of trust at the sale, and may use as its bid the amount due under the terms of its note and this deed of trust.

PROMISES BY GRANTOR. The GRANTOR promises as follows:

1. **TITLE.** To be the owner of fee simple title to the real estate described above and to be the owner of unconditional title to all other property conveyed by this deed of trust; to have a good right to convey said property; that all property is free and clear of all liens and encumbrances; and to guarantee and defend title to all property which is the subject of this deed of trust against the lawful claims or demands of all persons not parties to this agreement.
2. **USE OF LOAN PROCEEDS.** To use the proceeds from the loan secured by this deed of trust solely for the purposes stated by GRANTOR in GRANTOR'S loan application.
3. **PAYMENT.** To pay when due all payments as set out in the note secured by this deed of trust.
4. **TAXES AND ASSESSMENTS.** To pay when due all taxes and assessments lawfully levied or assessed against the property conveyed by this deed of trust, and also to pay all claims, liens, judgments or encumbrances which may be or become prior to this deed of trust.
5. **INSURANCE AND ITS PROCEEDS.** To insure the buildings and improvements now on, or which may be placed on, the real estate described above, and to keep such buildings and improvements insured against such hazards and in such amounts as the BANK may require. The policy of insurance shall contain a loss-payable clause in favor of the BANK, as its interest may appear. If there is a loss, and if the payments on the note secured by this deed of trust are current and if there is no violation of the terms of this deed of trust by the GRANTOR, any sums received by the BANK for loss under the policy may be used to pay for reconstruction of the destroyed buildings or improvement(s); if not so applied, or if there is a violation of the terms of this deed of trust by GRANTOR, then, at the BANK'S option, any sums received by the BANK may be applied in payment of matured debt, or as extra payments on unmatured debt in the manner provided for in the promissory note secured by this deed of trust.
6. **COMPLIANCE WITH LAWS; REPAIR, WASTE, REMOVAL.** To comply with all laws, ordinances, regulations, covenants, conditions and restrictions which affect the security; to keep the security in good condition and repair at all times; not to commit or permit waste of or nuisance on the security, nor to permit unreasonable depreciation of the physical condition or value of the security through erosion, insufficient water supply, inadequate or improper drainage or irrigation, or any other cause; or, unless written consent of the BANK is first obtained, not to cut or remove, or permit the cutting or removal of growing timber, except for domestic purposes; nor to remove or permit removal of any improvements, except for appropriate replacement.
7. **REIMBURSEMENT OF COSTS AND EXPENSES TO BANK.** To promptly reimburse the BANK for all costs and expenses which the BANK may incur in any suit to foreclose this deed of trust, or in any suit in which the BANK may be obliged to defend or protect its lien or any of the other rights it may have under this Deed of Trust, including all abstract fees, all court costs, a reasonable attorney's fee where allowed by law, and all other expenses. Any expenses so incurred by the BANK shall be secured by this deed of trust and shall be paid out of the proceeds of sale of the property, and may be added as advances to the loan balance when paid, as provided in the section labeled "ADVANCES", below.
8. **LIFE AND/OR DISABILITY INSURANCE; APPLICATION OF PROCEEDS.** To obtain and maintain life and/or disability insurance in an amount as the BANK may require in its loan commitment or in any later loan servicing agreement between GRANTOR and BANK. The insurance policy will provide that all insurance proceeds are to be fully payable to the BANK. All such proceeds shall be applied, first, to the payment of any matured indebtedness due the BANK, and, secondly, toward payment of the unmatured principal amount due the BANK. Any insurance proceeds remaining after full satisfaction of the BANK'S debt shall be forwarded to such person as GRANTOR may have designated in the insurance policy, or if a person is not designated, to GRANTOR or to GRANTOR'S successors in interest, and the BANK shall be held harmless in, and incur no liability for so doing.

ASSIGNMENT OF MINERAL INCOME AND DAMAGES.

To provide for payment of the debt secured by this deed of trust, GRANTOR hereby assigns to the BANK all sums of money which are now due or hereafter may become due to GRANTOR for claims, injury or damage to the security from any cause, and also all sums which are now due or hereafter may become due to GRANTOR as rents, royalties, bonuses or delay rentals under any oil, gas or other mineral lease now existing, or hereafter entered into by GRANTOR on the real estate described above. To assign payment of these sums to the BANK, GRANTOR agrees to execute and deliver to the BANK any further instruments which the BANK may require. At the BANK'S option, sums paid to it by virtue of this assignment may be released by the BANK to GRANTOR, and release of any such sums shall not prevent the BANK from receiving payment of any other sums under this assignment. If not released by the BANK to GRANTOR, such sums may be applied to pay any matured debt owing to the BANK, or, if no matured debt exists, such sums may be applied as advance payment of principal, according to the provisions of the promissory note described above. Release of this deed of trust shall automatically terminate the BANK'S right to receive any further sums under this assignment.

ADVANCES.

In the event GRANTOR does not pay when due any costs incurred for abstracting, surveys, title curative work and recording fees which are to be paid by GRANTOR as provided for in the application or commitment for this loan, or in the event GRANTOR does not pay when due any taxes, lawful liens, judgments, assessments or other charges which GRANTOR promises by the terms of this deed of trust to pay, or in the event GRANTOR does not maintain insurance as provided for in this deed of trust, the BANK may make such payments or provide such insurance, and each payment which the BANK makes on any of these items shall become a part of the debt secured by this deed of trust and be added onto GRANTOR'S loan; however, any sum so paid by the BANK shall immediately be payable by GRANTOR and shall bear interest from the date the BANK advances such sums until the date GRANTOR pays them, as provided for in the promissory note described above. The BANK shall be the sole judge of the legality, necessity or propriety of making any such payment or providing any such insurance, and shall be held harmless and incur no liability for so doing.

BREACH OF PROMISES IN THIS AGREEMENT; ACCELERATION OF DEBT.

In the event GRANTOR does not comply with any of the promises contained in this deed of trust, or does not do any of the acts which GRANTOR agrees to do under the terms of this deed of trust, or in the event GRANTOR makes an assignment for the benefit of his creditors, or if a receiver or trustee is appointed to take charge of the GRANTOR'S property, or if any proceedings are commenced which might result in loss or reduction of the use and enjoyment of the security for this loan, or if at any time the BANK shall deem itself insecure, then the BANK may declare a default and the debt secured by this deed of trust shall immediately become fully due and payable and bear interest as provided for in the promissory note described above and this deed of trust shall become immediately subject to foreclosure. The BANK may, however, at its sole option and without notice, waive such acceleration, but no waiver shall prevent the BANK from again accelerating the debt based upon a later breach of the promises contained in this deed of trust.

CHANGE OF OWNERSHIP.

In the event of a change of ownership the property conveyed by this deed of trust, the BANK may declare a default and the debt secured by this deed of trust shall become immediately due and payable and bear interest as provided for in the promissory note described above and this deed of trust shall become immediately subject to foreclosure, unless the BANK has given its written consent before such change, or unless the change was the direct result of the death of GRANTOR. "Change of Ownership" means a voluntary or involuntary transfer of title to the property conveyed by the deed of trust, or any part of it or interest in it, and includes any change in the entity structure, control, operation or ownership which would make GRANTOR ineligible to borrow from the BANK under the regulations of the Farm Credit Administration in effect at the time of such change. Regardless of whether a change of ownership appears as a matter of public record, the BANK will have 60 days from the date of receiving a written notice of change of ownership to accelerate the debt and if the BANK does not do so within this 60 days its right to accelerate the debt shall expire.

RIGHT TO ENTER UNOCCUPIED PREMISES IN TIME OF EMERGENCY AND MAKE REPAIRS; ADVANCES FOR REPAIR.

If this deed of trust is subject to foreclosure, and if the property conveyed by this deed of trust reasonably appears unoccupied to the BANK, and if the BANK determines that an emergency exists, the BANK may go upon the property for the sole purpose of repairing, preserving or protecting its security without becoming a mortgagee-in-possession. Any advances made for these purposes shall become a part of the debt secured by this deed of trust, and become immediately due and payable in the same way as other advances are dealt with, above. The BANK shall be held harmless in, and incur no liability for doing the things provided for in this paragraph, and shall be the sole judge of the necessity and propriety of so doing.

CONDEMNATION OR CONVEYANCE IN LIEU OF CONDEMNATION.

The proceeds of any award, compensation or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property conveyed herein, or any part of it, or for a conveyance in lieu of condemnation, are hereby assigned and shall be paid to the BANK. Any money so received may, at the option of the BANK, be applied, in part or in total, on the debt secured by this deed of trust, whether due or not, and any money not so applied will be returned to GRANTOR.

FORECLOSURE: ENTITLEMENT TO ABSTRACTS, RECEIVERSHIP, RENTS AND PROFITS.

In the event this deed of trust is foreclosed, the BANK shall be entitled to all abstracts and other evidences of title, to have a receiver appointed by the Court to take possession of the security to collect rents and profits, and all amounts so collected shall be applied, under the direction of the Court, to the expenses of the receivership, and to payment of any judgment rendered or any amount secured by this deed of trust. Any Court of competent jurisdiction may appoint a receiver upon ex parte application and without notice, and GRANTOR expressly waives such notice.

BANK'S RIGHTS IN LOAN SERVICING.

This deed of trust is subject to the Farm Credit Act of 1971, as amended, and the regulations of the Farm Credit Administration. The BANK shall have the right, at any time and without notice, to grant extensions, deferments, renewals, or reamortizations of all or any part of the debt secured by this deed of trust, to release from personal liability any party now or hereafter personally liable for repayment of the debt secured by this deed of trust, and to request the Public Trustee to release all or any part of the property conveyed by this deed of trust, all without affecting the provisions or priority of this deed of trust on the security which remain or the personal liability of any party not specifically released from liability.

WAIVER OF ELECTION, STAY, VALUATION AND HOMESTEAD, OF REDEMPTION RIGHTS WHERE ALLOWED BY LAW, AND OF THE BENEFIT OF ALL APPRAISEMENT LAWS.

GRANTOR, by signing this deed of trust, waives notice of election to declare the debt due, and also waives the benefit of all stay, valuation and homestead laws. Where permitted by law, GRANTOR also waives all rights of redemption as to any corporation or partnership which may succeed to GRANTOR'S interest in the property conveyed in this deed of trust, and, if GRANTOR is a corporation or partnership, waives its own rights of redemption. GRANTOR also waives, where permitted by law, the benefit of all appraisement laws at the option of the BANK, which option is to be exercised no later than at the time of judgment in foreclosure.

THE PROMISES AND AGREEMENT CONTAINED IN THIS DEED OF TRUST SHALL BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF ALL PARTIES TO THIS DEED OF TRUST.

Gordon Keith Clark
Gordon Keith Clark

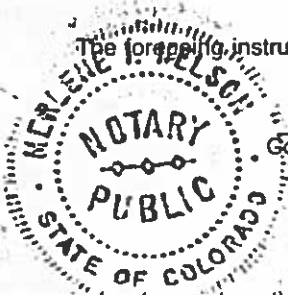
Anita Louise Clark
Anita Louise Clark

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 29th day of February, 19 84, by

Gordon Keith Clark and Anita Louise Clark, husband and wife



Myrlene J. Nelson
Notary Public

My commission (appointment) expires: November 17, 1984

Notary's Address: PO Box 1087

Grand Junction, CO 81502

Loan No. _____

DEED OF TRUST

STATE OF _____)
) ss.
COUNTY OF _____)
This instrument was filed for record on the _____ day
of _____, 19 _____ at _____ o'clock
_____ M., Reception No. _____
and duly recorded in Book _____ of
_____ at Page _____

County Clerk and Recorder

12.00
Federal Land Bank Assn.
P.O. Box 1037 1165 Bookcliff Ave.
Grand Junction, Colorado 81502

DUFFORD, WALDECK, RULAND & MILBURN

ATTORNEYS AT LAW

900 VALLEY FEDERAL PLAZA

P. O. BOX 2188

GRAND JUNCTION, COLORADO 81502-2188

AREA CODE 303
TELEPHONE 242-4614

D. J. DUFFORD
WILLIAM G. WALDECK
EDWIN G. RULAND
LAIRD T. MILBURN
RICHARD H. KROHN
WILLIAM H. T. FREY
AMANDA D. BAILEY
BETTY C. BECHTEL

December 4, 1986

Mr. Howard Brouse
Kannah Creek Area
Whitewater, CO 81527

Re: Our File NO. 1430-088

Dear Howard:

Enclosed is the original Certificate No. 169 representing 60 shares of The Deep Creek Reservoir Company, presently issued to Mr. and Mrs. Keith Clark and the Federal Land Bank. Attached to the certificate is the reassignment from the Land Bank to Clarks and an additional assignment from Keith and Anita Clark to the City of Grand Junction.

Would you please reissue this certificate in the name of the City of Grand Junction and return to us.

Please call me if you have any questions.

Sincerely,



D. J. DUFFORD

DJD/cgh
Enclosure

cc: Greg Trainor

CLOSING STATEMENT
CLARK, ETAL. and CITY OF GRAND JUNCTION

| | |
|---|-------------|
| Purchase Price - 60 Shares of The Deep Creek Reservoir Company | \$23,000.00 |
|---|-------------|

Purchasers Credits

| | |
|---|-------------|
| Release of Federal Land Bank encumbrance (See Retirement Statement attached) | \$10,441.26 |
|---|-------------|

| | |
|---|----------|
| Release Fee re: Federal Land Bank encumbrance | \$ 13.00 |
|---|----------|

| | |
|-------------------------------------|----------|
| Release Fee re: FmHA encumbrance | \$ 20.00 |
|-------------------------------------|----------|

| | |
|--------------------------------------|--------------------|
| Balance Due to Mr. and Mrs. Clark | <u>\$12,525.74</u> |
|--------------------------------------|--------------------|

| | |
|--------------|---------------------------|
| Total | <u><u>\$23,000.00</u></u> |
|--------------|---------------------------|

LOAN RETIREMENT STATEMENT

The Federal Land Bank of Wichita

Burdon Keith Clark

| | |
|----------|-------------------|
| DATE | <u>12/2/86</u> |
| LOAN NO. | <u>785977 5-0</u> |

To: *Jim Dufford*

Replying to your request of 12/2/86, the following is a statement of the amount necessary to retire this loan. Provided no advancements, subsequent transactions or rate changes occur, this payoff is good until 12/30/86; thereafter, you should request an updated payoff statement. If the remittance will not be received in the association office on the effective date of this statement, then the additional interest figure should be applied to include interest accruing after the effective date of this statement, down to and including the date of receipt of payment by the association.

EFFECTIVE DATE: 12/3/86

| | |
|---|------------------------|
| Balance of Unmatured Principal | \$ <u>10337.96</u> |
| Interest on principal (<u>182 days @ 12 1/2%</u>) | <u>653.30</u> |
| Items due on Statement of Account dated _____ | <u>- 0 -</u> |
| Penalty on Statement of Account items | <u>- 0 -</u> |
| Deduct balance of trust funds | <u>- 0 -</u> |
| Deduct interest credit on trust funds | <u>- 0 -</u> |
| TOTAL | <u>10991.26</u> |

NOTE: Additional interest at \$ 3.58956 per day after Effective Date (above).

Stock in this association with a value of \$ 550.00 is outstanding and credit for such amount can be given as a deduction from the TOTAL, shown above, on retirement of this loan, if evidence of stock ownership by the remitter is established at the time of payment.

Any remittance other than cash is accepted for collection only. If for any reason collection is not made on the item tendered, receipt of the item does not constitute a payment on the indebtedness.

*Payoff with stock credit is 10441.26
OK - Lelle*

77th District
FEDERAL LAND BANK ASSOCIATION

OF _____
Address 743 Hoverson Ct. Dtn 100
Grand Jct. Colo

By *Chris Burdson*

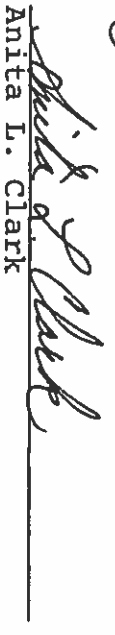
FOR VALUE RECEIVED, G. Keith Clark and Anita L. Clark
hereby sell, assign and transfer unto The City of Grand Junction, Colo., a municipal
corporation, sixty (60) Shares of the _____
Capital Stock of the Deep Creek Reservoir Company
standing in _____ our _____ name on the books of said _____ corporation _____
_____ represented by Certificate No. 169 _____ herewith
and do hereby irrevocably constitute and appoint _____
_____ attorney to transfer the said stock on the books of the within named Company with
full power of substitution in the premises.

Dated December 3, 1986

In Presence of




G. Keith Clark


Anita L. Clark

DUFFORD, WALDECK, RULAND & MILBURN

ATTORNEYS AT LAW

900 VALLEY FEDERAL PLAZA

P. O. BOX 2188

GRAND JUNCTION, COLORADO 81502-2188

AREA CODE 303
TELEPHONE 242-4614

D. J. DUFFORD
WILLIAM G. WALDECK
EDWIN G. RULAND
LAIRD T. MILBURN
RICHARD H. KROHN
WILLIAM H. T. FREY
AMANDA D. BAILEY
BETTY C. BECHTEL

December 12, 1986

Mr. and Mrs. G. Keith Clark
Kannah Creek Area
Whitewater, CO 81527

Re: Our File No. 1430-088

Dear Anita and Keith:

For your files we enclose two recorded partial releases which relate to your loans with the Farmers Home Administration, which release from the lien of those two loans, 60 shares of the capital stock of The Deep Creek Reservoir Company - Certificate No. 149. There is also enclosed the original recorded release of the indebtedness due Federal Land Bank of Wichita (now Farm Credit Services).

Sincerely,


D. J. DUFFORD

DJD/cgh
Enclosure

cc: Greg Trainor (w/enclosures)



RELEASE - DEED OF TRUST

The Federal Land Bank of Wichita

1438986 02:06 PM
DEC 05, 1986 E. SAWYER, CLK & REC MESA CTY, CO
BOOK 1616 PAGE 598

FLBA LOAN NO.
785977 5-0

KNOW ALL MEN BY THESE PRESENTS, That, Whereas, Gordon Keith Clark and Anita Louise Clark,
husband and wife

of the County of Mesa, in the State of Colorado, by DEED OF TRUST dated the 22nd
day of February, A.D. 19 84, and duly recorded in the office of the County Clerk and Recorder of the
County of Mesa, in the State of Colorado, on the 29th day of
February, A.D. 19 84, in book 1481 at page 77 or reception number 1354617
of the records, in said office conveyed to the Public Trustee in said County of Mesa certain real
estate in said Deed of Trust described, in trust to secure the payment of the indebtedness mentioned therein.

AND, WHEREAS, Said indebtedness has been paid and the purposes of said trust have been fully satisfied;

NOW, THEREFORE, At the request of the legal holder of the indebtedness secured by said Deed of Trust, and in consideration of
the premises, and in further consideration of the sum of Three Dollars, to me in hand paid, the receipt whereof is hereby acknowledged,
I, as Public Trustee in said County of Mesa, Seven, do hereby remise, release
and quit-claim unto the present owner or owners of said real estate and unto the heirs, successors and assigns of said owner or owners
forever, all the right, title and interest which I have under and by virtue of said Deed of Trust in and to the said real estate in said Deed
of Trust particularly described, reference to which is hereby made for greater certainty.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the priveleges and appurtenances thereunto belonging forever.
AND FURTHER, that the said Trust Deed is, by these presents, to be considered as fully and absolutely released, cancelled and forever
discharged.

Witness my hand and seal this 5th day of December, A.D. 19 86

Gena M. Harrison (SEAL)
As the Public Trustee in and for the County of
Mesa

STATE OF COLORADO,)
COUNTY OF Mesa) ss.

The foregoing instrument was Acknowledged before me this 5th day of December,
19 86, by Gena M. Harrison as the Public Trustee in said County of
Mesa, Colorado.

Witness my hand and Official Seal
My commission expires July 26, 1989
Gena M. Harrison
Notary Public

To the Public Trustee in said County of Mesa :

Please execute this release, the indebtedness secured by the above mentioned Deed of Trust having been fully paid.

The Federal Land Bank of Wichita, Wichita, Kansas,
a corporation

The legal holder if the indebtedness secured by
said Deed of Trust by The Ninth District Federal Land
Bank Association, Successor to the Federal Land Bank Association of Northwest Colorado
ASSOCIATION

ATTEST:



Miscella R. Basden
Assistant Secretary

a Corporation, Attorney-in-Fact for
The Federal Land Bank of Wichita,
a Corporation.

Malvin W. Thores
Administrative Assistant ~~President~~

No. _____

**Release of
Deed of Trust**

Public Trustee _____

FOR THE USE OF _____

TO _____

STATE OF COLORADO, }
County of _____ } ss.

I hereby certify that this instrument was
filed for record in my office at _____ o'clock
_____ M., _____, 19 _____

and is duly recorded in Book _____
Page _____

Clerk and Recorder _____
By _____ Deputy

Fees, \$ 3.00

D.J. DUFFORD
BOX 2188
81502

PARTIAL RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

BOOK 1616 PAGE 627

Know All Men by These Presents, That, Whereas,

BOOK 1616 PAGE 627

Gordon Keith Clark and Anita Louise Clark

of the County of Mesa, in the State of Colorado, by a certain DEED OF TRUST dated the 28th day of August, A. D. 1963, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 28th day of August, A. D. 1963, in book 854 of said County records, on page 94, conveyed to the Public Trustee in said County of Mesa, certain real estate in said Deed of Trust described in trust to secure to the order of The UNITED STATES OF AMERICA Acting Through The Farmers Home Administration.

the payment of the indebtedness mentioned therein.

AND WHEREAS the said Gordon Keith Clark and Anita Louise Clark by the payment of the sum of good and valuable consideration fully endorsed upon said note as of has partially paid and partially satisfied said note, together with all interest and charges thereon, according to its tenor;

NOW, THEREFORE, At the request of the legal holder of the indebtedness secured by said Deed of Trust, and in consideration of the premises, and in further consideration of the sum of \$700 Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, I, as the Public Trustee in said County of Mesa, do hereby remise, release and quit-claim unto the present owner or owners of said real estate and unto the heirs, successors and assigns of said owner or owners forever, all the right, title and interest which I have in and to the said real estate, as such Public Trustee, in said Deed of Trust mentioned; and more particularly described as follows, to-wit:

60 shares of the capital stock of the Deep Creek Reservoir Company, Certificate No. 149.

situate, lying and being in the County of Mesa and State of Colorado, as to the above described real estate only.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the privileges and appurtenances thereunto belonging forever. And further, that the said Trust Deed is, by these presents, to be considered as fully and absolutely released, cancelled and forever discharged as to the above described real estate only.

WITNESS my hand and seal, this 5th day of December, A. D. 1986.

Gena M. Harrison (Seal) As the Public Trustee in said County of Mesa

STATE OF COLORADO, ss. County of Mesa,

The foregoing instrument was acknowledged before me this 5th day of December, 1986,

by Gena M. Harrison as the Public Trustee in said County of Mesa, Colorado. Witness my hand and Official Seal.

My Commission expires July 26, 1989

Sherry Lipp Notary Public

The Public Trustee in said County of Mesa:

Please execute this release the indebtedness secured by the above mentioned Deed of Trust having been partially paid and partially satisfied.

Acting Through The UNITED STATES OF AMERICA-Farmers Home Administration The legal holder of the indebtedness secured by said Deed of Trust.

By Barbara A Rose BARBARA A. ROSE, County Supervisor

PARTIAL RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

Gordon Keith Clark and Anita Louise Clark

of the County of Mesa, in the State of Colorado, by a certain DEED OF TRUST dated the 25th. day of May, A. D. 19 73, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 25th. day of May, A. D. 19 73, in book 996 of said County records, on page 918, conveyed to the Public Trustee in said County of Mesa, certain real estate in said Deed of Trust described in trust to secure to the order of THE UNITED STATES OF AMERICA Acting Through The Farmers Home Administration

the payment of the indebtedness mentioned therein.

AND WHEREAS the said Gordon Keith Clark and Anita Louise Clark by the payment of the sum of good and valuable consideration ~~of~~ ^{has} partially paid and partially satisfied said note, together with all interest and charges thereon, according to its tenor;

NOW, THEREFORE, At the request of the legal holder of the indebtedness secured by said Deed of Trust, and in consideration of the premises, and in further consideration of the sum of ~~Two~~ ^{Seven} Dollars, to be considered as fully and absolutely released, cancelled and forever discharged as to the above described real estate only.

60 shares of the capital stock of the Deep Creek Reservoir Company, Certificate No. 149.

situate, lying and being in the County of Mesa and State of Colorado, as to the above described real estate only.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the privileges and appurtenances thereunto belonging forever. And further, that the said Trust Deed is, by these presents, to be considered as fully and absolutely released, cancelled and forever discharged as to the above described real estate only.

WITNESS my hand and seal, this 5th day of December, A. D. 1986.

Gena M. Harrison (Seal)
As the Public Trustee in said County of Mesa.

STATE OF COLORADO, } ss.
County of Mesa, }

The foregoing instrument was acknowledged before me this 5th day of December, 1986,

by Gena M. Harrison as the Public Trustee in said County of Mesa, Colorado. Witness my hand and Official Seal.

My Commission expires July 26, 1989

Gena M. Harrison
Notary Public

The Public Trustee in said County of Mesa:

Please execute this release the indebtedness secured by the above mentioned Deed of Trust having been partially paid and partially satisfied.

Acting Through The UNITED STATES OF AMERICA-Farmers Home Administration The legal holder of the indebtedness secured by said Deed of Trust.

By *Barbara A. Rose*
BARBARA A. ROSE, County Supervisor

11/17/83 1-18-83
DISTRICT COURT, WATER DIVISION NO. 4, COLORADO

Case No. 83CW174

NOV 17 1983

Kay Phillips, Clerk _____

FINDINGS AND RULING OF THE REFEREE

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF:

CITY OF GRAND JUNCTION, in Mesa County, Gunnison River
drainage

Applicant, City of Grand Junction, by Stephen B. Johnson, Department of Public Works and Utilities, 250 North 5th Street, Grand Junction, Colorado 81501, by application filed June 30, 1983, requests an ABSOLUTE water right.

FINDINGS OF FACT

1. All notices required by law of the filing of this application have been given.
2. The Referee has jurisdiction of this case.
3. The time for filing of statements of opposition has expired, and no such statements have been filed.
4. Applicant requests an Absolute Decree for .50 c.f.s. of water to be diverted through DUCK POND PARK PUMP, tributary of Deep Creek Ditch, a/k/a Orchard Mesa Drain, tributary to the Gunnison River, at the following point of diversion: Located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 1 South, Range 1 West, Ute Meridian, at a point whence the Southeast Corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23 bears South 78°49'33" East a distance of 747 feet.
5. Applicant has completed an appropriation of .50 c.f.s. of water at the point of diversion referenced above, and has applied the water to the beneficial use of irrigation of 4 acres.

RULING

Applicant is hereby granted an ABSOLUTE DECREE for .50 c.f.s. of water for irrigation of 4.0 acres described as

part of Blocks 7, 8, and 9, Orchard Mesa Heights Subdivision, from DUCK POND PARK DUMP, at the point of diversion stated above, tributary of Deep Creek Ditch, a/k/a Orchard Mesa Drain, and the Gunnison River, with appropriation date of April 30, 1962, adjudication date of December 31, 1983.

Dated this 17th day of November, 1983.

Aaron R. Clay
Aaron R. Clay, Water Referee
Division No. 4

No protest was filed in this matter.
The foregoing ruling is confirmed
and approved, and is made the
judgment and Decree of this court.

Dated: 12-22-83
Robert A. Fraw
Water Judge