

Owner 73353

Address _____

Abstract of Title to

Tract of land lying in NE $\frac{1}{4}$ SE $\frac{1}{4}$ of
Section 26, Twp. 11N., R. 1W., 10th
Meridian, Mesa County, Colorado.

*Tract
A*

TRANSAMERICA TITLE INSURANCE COMPANY

OF COLORADO

531 ROOD AVE. • GRAND JUNCTION, COLORADO 81501

303-242-8234

Abstract of Title Service
for all properties in
ADAMS, ARAPAHOE, BOULDER, DENVER,
DOUGLAS, JEFFERSON and MESA COUNTIES

Mesa County



TRANSAMERICA TITLE INSURANCE COMPANY
OF COLORADO



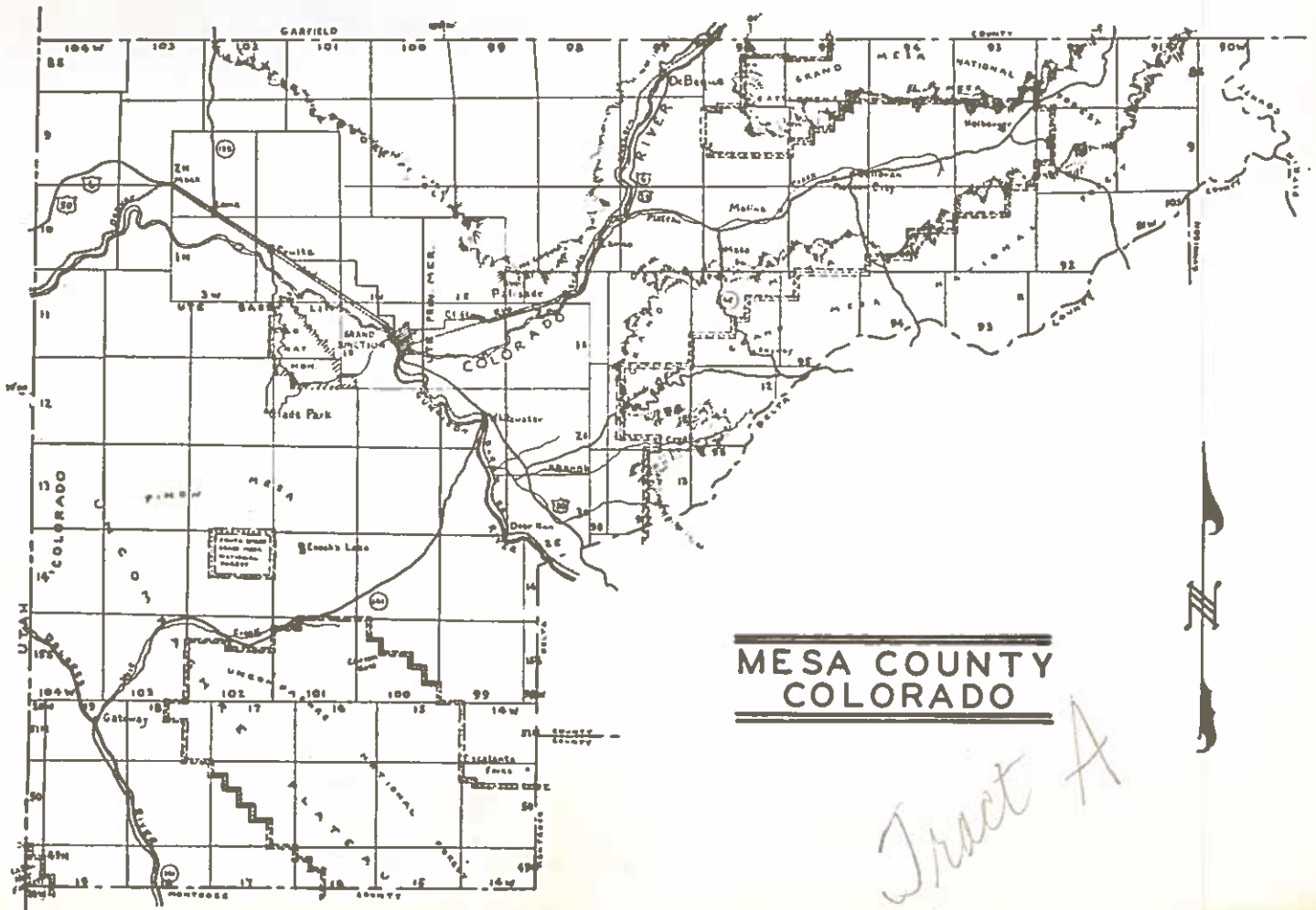
531 Rood Avenue

Grand Junction, Colo.

ABSTRACT OF TITLE
TO

Beginning at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Ute Meridian, Mesa County, Colorado, from which the Southeast Corner of said Section 36 bears South 1320.58 feet, thence North along the East line of said Northeast Quarter of the Southeast Quarter 514.33 feet to the Easterly right-of-way line of the U. S. Government Highline Canal; thence along said Easterly right-of-way line of said U. S. Government Highline Canal South 53°45' West 149.41 feet; thence along the arc of a curve to the right whose radius is 766.78 feet and whose long chord bears South 68°12'30" West 382.9 feet, thence South 82°40' West 276.58 feet; thence along the arc of a curve to the left whose radius is 360.28 feet and whose long chord bears South 54°30'30" West 340.04 feet, thence South 26°21' West 55.90 feet to the South line of said Northeast Quarter of the Southeast Quarter; thence leaving the Easterly right-of-way of said U. S. Government Highline Canal South 89°56'40" East along said South line of said Northeast Quarter of the Southeast Quarter 1052.02 feet to the Point of Beginning; EXCEPT road as described in Document recorded in Book 714 on Page 521 of the records of the Mesa County Clerk and Recorder.

1. For Plat showing the location of the property described in the caption hereof, see Entry No. 1. inside yellow cover sheet at the end of this Abstract, which by this reference and notation is hereby made a part hereof.



2 U. S. Receiver to Henry H. Dale
 RECEIVER'S RECEIPT \$200.00 #6079
 No. 1054 Ute Series Duplicate Book 13
 Dated July 5, 1888 Page 290
 Filed July 13, 1888
 At 4:45 o'clock P. M.
 Receiver's Office, Gunnison, Colo.
 In Full for SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25, E $\frac{1}{2}$
 NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1N., R. 1W., U. P. M. 160 acres
 /s/ M. L. Allison, Receiver By Arthur P. Cook Deputy

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3 United States to Henry H. Dale
 PATENT Ute Series Cert. #1054 #170372
 Dated April 17, 1891 Book 252
 Filed July 5, 1891 Page 400
 At 3:20 o'clock P. M.
 Grants:- the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25
 and the E $\frac{1}{2}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$
 Sec. 36, Twp. 1N., R. 1W., U. M. in Colorado containing 160 acres. Subject to
 any vested and accrued water rights for mining, agricultural, manufacturing,
 or other purposes, and rights to ditches and reservoirs used in connection with
 such water rights as may be recognized and acknowledged by the local customs,
 laws and decisions of courts. And also subject to the right of the proprietor
 of a vein or lode to extract and remove his ore therefrom, should the same be
 found to penetrate or intersect the premises hereby granted, as provided by law.
 /s/ By the President Benjamin Harrison, By M. McKean, Secretary J. M. Townsend,
 Recorder General Land Office
 (U.S.G.L.O. Seal)

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4 Henry H. Dale Lucia A. Dale to Joseph T. Bailey, Trustee for the use of Amy T. Bailey, Act. Sheriff Mesa County Successor in Trust
 TRUST DEED \$1.00 #7665
 Dated July 9, 1889 Book 17
 Filed July 10, 1889 Page 292
 At 11:50 o'clock A. M.
 Conveys: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25,
 E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36,
 Twp. 1 North R. 1W., U.P.M. to
 secure payment 1 note even date \$250.00 payable with interest at 12% per annum
 payable quarterly.
 Ack. July 9, 1889 before John W. Bridges, Clerk County Court, Mesa County
 (Seal)

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5 Milton Cramer Sheriff of Mesa County and Successor in Trust to Henry H. Dale and Lucia L. Dale
 RELEASE TRUST DEED \$1.00 #10056
 Dated August 6, 1890 Book 34
 Filed August 6, 1890 Page 11
 At 3:20 o'clock P. M.
 Conveys: Lots 16 and 20
 Block 138 Grand Junction,
 Colorado also SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25,
 E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1N.,
 R. 1W., U.P.M. Releases Deed of Trust dated July 9, 1889 recorded July 10, 1889
 Book 17 Page 291 Mesa County; given to secure Amy T. Bailey payment 1 note,
 NOTE PAID.
 Ack. Aug. 6, 1890 by Milton Cramer, Sheriff, Mesa County, acting for and in the
 absence of J. Trowbridge Bailey, Trustee before John W. Bridges, Notary Public,
 Mesa County. (Body of deed recites that same is released by Joseph T. Bailey,
 Trustee.)
 (Seal) Commission expires May 22, 1894

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6

Henry H. Dale
to

WARRANTY DEED \$500
Dated October 11, 1890
Filed October 14, 1890
At 8:30 o'clock A. M.
Conveys: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25
E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36

#10365
Book 33
Page 39

Twp. 1N., R. 1W., U. P. M. 160 acres

Ack. October 11, 1890 before Geo. A. McMillan, Notary Public Dickinson County
Kansas

(Seal)

Commission expires September 16, 1893

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7

Treasurer of Mesa County
to
C. C. Stein

TAX SALE \$38.55
Dated Dec. 14, 1896
Sale of: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25
E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36,
Twp. 1N., R. 1W., U. M.

#2346
Book G
Page 56

REDEEMED by American National Bank of Leadville Apr. 13, 1903

#3024

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8

Henry W. Ross
to
Frank W. Owers

WARRANTY DEED \$1000
Dated April 5, 1896
Filed August 7, 1897
At 2:15 o'clock P. M.
Conveys: SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$
of Sec. 29, Twp. 1N., R. 1W.,

#25921
Book 57
Page 516

Ute Meridian. SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 25, Twp. 1N., R. 1W of Ute Meridian. E $\frac{1}{2}$ NE $\frac{1}{4}$ and
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 36, Twp. 1N., R. 1W., Ute Meridian.

Ack. April 5, 1896 before Samuel G. McMullin, Notary Public, Mesa County, Colorado
(N. P. Seal) Commission expires May 7, 1896

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9

The American National Bank
of Leadville, Plaintiff
vs
Frank W. Owers, Defendant

CERTIFICATE OF LEVY
Dated Jan. 31, 1898
Filed Jan. 31, 1898
At 11:45 o'clock A. M.
By Virtue of a Writ of

#26795
Book 1 B
Page 298

Execution from District Court of Lake
County, Colorado in above cause, I did on Jan. 31, 1898 levy on following
real estate to-wit: Lots 23,26,27,28,29,30,31, 32 Block G Keith's Add. to
Grand Junction, Lots 21,22 Block 110 and Lots 11 & 12 Block 120, Grand Jun-
ction Also all right, title and interest in NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec. 8,
The SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 14, the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec. 23, all in T. 1S., R. 1E., Ute P.M.
Also all interest in E $\frac{1}{2}$ of SW $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$ Sec. 25, the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 25,
the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ & NW $\frac{1}{4}$ Sec. 29 and E $\frac{1}{2}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 36, all in T. 1N.,
R. 1W., Ute Principal Meridian.

/s/ Chas H. Wallis, Sheriff By L. H. Purnell, Undersheriff.

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10

The American National Bank
of Leadville
vs
Frank W. Owers

CERTIFICATE OF SALE
Dated Feb. 26, 1898
Filed March 5, 1898
At 8:25 o'clock A. M.

#27043
Book 1 B
Page 365

Certifies that by virtue of
Writ of Execution issued out
of District Court of 5th Judicial
District for County of Lake, dated Jan 27, 1898 upon a Judgment in favor of

continued on next sheet



No. 10 continued

above Plaintiff against above Defendant for \$2509.60 with interest thereon from September 20, 1897 the balance due in a certain Judgment, I levied upon and exposed for sale by public auction to highest bidder the following described property in said Mesa County, after having advertised the same according to law: All right, title and interest of said defendant in and to SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 25 and E $\frac{1}{2}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, All in T.1N., R.1W., Ute P. M. And Feb. 26th 1898 at 2:00 P. M. sold above property to the American National Bank of Leadville for \$480., it being the highest and best bidder.
/s/ Chas H. Wallis, Sheriff by L. H. Purnell, Deputy Sheriff.

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11	<p>Chas H. Wallis, Sheriff Mesa County to The American National Bank of Leadville, Colorado</p> <p>Frank W. Owers for \$2509.60 and costs upon which an execution was issued dated Jan. 27, 1898 and by virtue of such execution I levied upon the lands hereinafter described and the same were struck off and sold to the American National Bank of Leadville, Colorado, it being the highest and best bidder therefor and the time and place of such sale having been advertised according to law. CONVEYS: SE$\frac{1}{4}$ of SE$\frac{1}{4}$ Sec. 25 and E$\frac{1}{2}$ of NE$\frac{1}{4}$ and NE$\frac{1}{4}$ of SE$\frac{1}{4}$ Sec. 36, Twp. 1 N., R.1W., Ute Meridian. Ack. November 26, 1898 before Henry Nichols, County Clerk, Mesa County, Colorado. (Seal)</p>	<p>SHERIFF'S DEED Dated Nov. 26, 1898 Filed Nov. 26, 1898 At 11:35 o'clock A. M.</p> <p>Whereas The American National Bank of Leadville, Colorado at January Term 1898 of District Court of Lake County recovered Judgment against</p>	<p>#28382 Book 66 Page 23</p>
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12	<p>The American National Bank of Leadville</p> <p>advertising for sale according to law the following described lands: SE$\frac{1}{4}$ of SE$\frac{1}{4}$ Sec. 25 and E$\frac{1}{2}$ of NE$\frac{1}{4}$ and NE$\frac{1}{4}$ of SE$\frac{1}{4}$ Sec. 36, Twp. 1 N., R.1W., Ute Meridian (and other property) and at said sale John H. Blood bid \$500.00</p> <p>presented to the undersigned, it has been made to appear that "The American National Bank of Leadville," in the City of Leadville, in the County of Lake, and State of Colorado, has complied with all the provisions of the Statutes of the United States required to be complied with before an association shall be authorized to commence the business of Banking: Now therefore I, Jesse D. Abrahams, Deputy and Acting Comptroller of the Currency, do hereby certify that "The American National Bank of Leadville," in the City of Leadville, in the County of Lake, and State of Colorado is authorized to commence the business of Banking as provided in Sec. 5169 of the revised Statutes of the United States. /s/ J. D. Abrahams, Deputy and Acting Comptroller of the Currency. (Seal of the Comptroller of the Currency) Certificate of True copy attached April 12, 1922 by John Gregory, Clerk and Recorder, Lake County, Colorado. (Lake County Seal)</p>	<p>CERTIFICATE OF AUTHORITY Dated Dec. 18, 1888 Filed April 15, 1922 At 8:15 o'clock A. M.</p> <p>Whereas, by satisfactory evidence</p>	<p>#177673 Book 258 Page 345</p>
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13	<p>The American National Bank of Leadville</p> <p>presented to the undersigned, it has been made to appear that "The American National Bank of Leadville", in the City of Leadville, in the County of Lake,</p>	<p>EXTENSION CERTIFICATE OF AUTHORITY Dated Dec. 10, 1908 Filed April 15, 1922 At 8:20 o'clock A. M.</p> <p>Whereas, by satisfactory evidence</p>	<p>#177674 Book 258 Page 345</p>
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continued on next sheet



No13 continued:

and State of Colorado, has complied with all the provisions of the "Act of Congress to enable National Banking Associations to extend their corporate existence and for other purposes," approved July 12, 1882. Now therefor, I, Lawrence O. Murray, Comptroller of the Currency, do hereby certify that "The American National Bank of Leadville", in the City of Leadville, in the County of Lake, and State of Colorado, is authorized to have succession for the period specified in its amended articles of association, namely until close of business on Dec. 10, 1928. /s/ Lawrence O. Murray, Comptroller of the Currency. (Seal of the Comptroller of the Currency) Certificate of true copy attached April 11, 1922 by John Gregory, Clerk and Recorder Lake County, Colorado. (Lake County Seal)

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14 John H. Blood CERTIFICATE OF LEVY #28536
to Dated Dec. 23, 1898 Book 1 B
Frank W. Owers Filed Dec. 23, 1898 Page 301
At 11:45 o'clock A. M.
By virtue of execution from the District Court of Arapahoe County, Colorado in favor of John H. Blood against Frank W. Owers, dated Nov. 28, 1898, I did Dec. 23, 1898 levy upon all right, title and interest of said Frank W. Owers in and to The SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 8, Twp. 1S., R. 1E., Ute Meridian, Mesa County, Colorado, and W $\frac{1}{2}$ of SE $\frac{1}{4}$ and E $\frac{1}{2}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 25, T. 1N., R. 1W., Ute Meridian and E $\frac{1}{2}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 36, Twp. 1N., R. 1W., Ute Meridian (and other property).
/s/ Charles H. Wallis, Sheriff, by L. H. Purnell, Undersheriff.

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15 Charles H. Wallis, Sheriff by CERTIFICATE OF PURCHASE \$500.00 28767
L. H. Purnell, Under Sheriff Dated January 21, 1899 Book 1 B
to Filed Feb. 7, 1899 Page 381
John H. Blood At 10:20 o'clock A. M.
By virtue of writ of Execution dated Nov. 28, 1898 out of the District Court of Arapahoe County, Colorado, in favor of John H. Blood against Frank W. Owers for \$4502.80 and \$2.80 costs, I did on Jan. 14, 1899 after levying upon and advertising for sale according to law, expose to public sale the tracts of land described as follows: E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1 N., R. 1W., Ute Meridian (and other property), in Mesa County, Colorado, and at said sale John H. Blood bid \$500.00 which being the highest and best bid said tracts were struck off to him. Entitled to deed Oct. 15, 1899. Subject to all prior liens and encumbrances and sales heretofore made.
/s/ Charles H. Wallis, Sheriff by L. H. Purnell, Under Sheriff.

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16 Charles H. Wallis, Sheriff, by SHERIFF'S CERTIFICATE #28703
L. H. Purnell, Under Sheriff OF SALE \$500.00 Book 1 B
to Dated Jan. 22, 1899 Page 380
John H. Blood Filed Jan. 27, 1899
At 10:40 o'clock A. M.
By virtue of a writ of execution dated Nov. 28, 1898 issued out of the County Court of Mesa County, Colorado, in favor of John H. Blood against Frank W. Owers to make the sum of \$4502.80 and \$2.80 in costs, I did on January 14, 1899 after levying upon and advance for sale according to law, expose to Public Sale the following tracts of land: E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1N., R. 1W., U. M. (and other property) and at said sale John H. Blood bid the sum of \$500.00 which being the highest and best bid said tracts were struck off to him. Entitled to a deed October 15, 1899 sold subject to all prior liens and encumbrances and sales heretofore made.
/s/ Charles H. Wallis, by L. H. Purnell, Under Sheriff.

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17

The American National Bank
by Charles T. Limberg, President
Frank W. Owers
to Valley Water Users Assn.
The State

CONTRACT \$1.00
Dated March 28, 1907
NOTICE
Dated Nov. 7, 1899
Filed Nov. 23, 1899
At 3:40 o'clock P. M.

#30357
Book 64
Page 103

American National Bank of Leadville, Colorado, claim to be the owners of all right, title and interest of the undersigned in and to all described property: E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1N., R. 1W., U. M. in Mesa County, Colorado (and other property). That said American National Bank claims title by virtue of Sheriff's sale made upon pretended execution issued out of District Court of 5th Judicial District for Lake County, Colorado against Frank W. Owers and which sale took place Feb. 26, 1898 and upon which sale a deed was subsequently issued. Now Therefore, this is to notify all persons that said pretended Judgment is null and void and of no effect and that said sale and Sheriff's deed were and are null and void and that no title passed to or is vested in said American National Bank.

/s/ Frank W. Owers.

Take notice, Whereas that The American National Bank of Leadville, Colorado, claim to be the owners of all right, title and interest of the undersigned in and to all described property: E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1N., R. 1W., U. M. in Mesa County, Colorado (and other property). That said American National Bank claims title by virtue of Sheriff's sale made upon pretended execution issued out of District Court of 5th Judicial District for Lake County, Colorado against Frank W. Owers and which sale took place Feb. 26, 1898 and upon which sale a deed was subsequently issued. Now Therefore, this is to notify all persons that said pretended Judgment is null and void and of no effect and that said sale and Sheriff's deed were and are null and void and that no title passed to or is vested in said American National Bank.
before John L. Sadowski, Notary Public, Garfield County, Colorado
Commission expires March 13, 1907

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18

Frank W. Owers
to
The American National Bank
of Leadville

QUITCLAIM DEED \$1.00
Dated June 19, 1902
Filed July 10, 1902
At 2:30 o'clock P. M.

#41245
Book 80
Page 65

The American National Bank
of Leadville by Chas. T. Limberg,
President. H. D. Leonard, Secretary
(Corporate Seal)

QUITCLAIMS: E $\frac{1}{2}$ NE $\frac{1}{4}$ and
NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1N.,
R. 1W., Ute Meridian (and other
property)

#121021
Book 197
Page 165

Ack. June 20, 1902 before Jno. H. Dunn, Clerk of the District Court, Lake County, Colorado.
(District Court Seal)

of land in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 36, Twp. 1N., R. 1W., Ute Principal Meridian containing 4.3 acres more or less, said strip or parcel of land

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19

John H. Blood
to
The American National Bank
of Leadville

QUITCLAIM DEED \$1.00
Dated June 30, 1902
Filed July 10, 1902
At 2:32 o'clock P. M.

#41246
Book 80
Page 66

Quitclaims: E $\frac{1}{2}$ NE $\frac{1}{4}$ and
NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1N.,
R. 1 W., Ute Meridian (and other
property)

Quitclaims: E $\frac{1}{2}$ NE $\frac{1}{4}$ and
NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1N.,
R. 1 W., Ute Meridian (and other
property)

Ack. July 2, 1902 before John F. Dell, Notary Public, Cuyahoga County, Ohio
(N. P. Seal)

Commission expires Apr. 10, 1903

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of land being 140 feet in width extending parallel to the center line of the Main Canal Grand Valley Project and lying 50 feet wide on the right hand and 90 feet wide on the left hand side of the said center line, as now surveyed and stated out as follows: Beginning at a point on the East line of said Section lying 2970.50 feet North of the SE corner of Sec. 36, Twp. 1N., R. 1W., Ute Principal Meridian; thence North 40°10' West a distance of 613.80 feet; thence to the left along an arc of 1432.70 feet radius a distance of 711.25 feet, measured on 25 foot chords; thence North 88°17' West a distance of 377.77 feet to a point on the West boundary line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 36.

Ack. July 9, 1914 by Chas. T. Limberg President and H. D. Leonard Secretary of The American National Bank of Leadville, Colorado, a Corporation, before Joseph Lindsay Jr., Notary Public, Lake County, Colorado.
(N. P. Seal)
Commission expires January 27, 1916

KNOWS THE CONTENTS HEREOF ONLY

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The American National Bank
by Charles T. Limberg, President
to
The Grand Valley Water Users Assn.

CONTRACT \$1.00
Dated March 28, 1905
Filed March 3, 1908
At 8:18 o'clock A. M.
Conveys in Trust: NE $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 36, Twp. 1N., R. 1W.,

#73343
Book 129
Page 18

U. M., Mesa County, Colorado, and other property, for purpose of obtaining irrigation water from canal to be constructed. First party pay all taxes, charges and assessments that have or may accrue and become a lien against said land, but shall retain possession and receive the benefit of said land. Upon failure of first party to pay such charges, second party may sell said land. If first party, legal representative or assigns shall at any time during the existence of this trust qualify and become a legal subscriber for sufficient stock to secure water rights in conformity with articles of incorporation of said Association, and with the provisions of the Reclamation Act, then this Trust shall cease and determine and upon payment of costs and expenses of this trust the land herein described shall be conveyed by said Association to the party so qualifying (and other provisions).

Ack. March 4, 1905 before John L. Cochran, Notary Public, Garfield County, Colorado
(Seal) Commission expires March 13, 1907

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The American National Bank
of Leadville by Chas. T. Limberg,
President. H. D. Leonard, Secretary
(Corporate Seal)
to
United States

QUIT CLAIM DEED \$1.00
Dated July 9, 1914
Filed July 13, 1914
At 1:00 o'clock P. M.

#121021
Book 197
Page 165

Conveys: A certain strip or parcel of land in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 36, Twp. 1N., R. 1W., Ute Principal Meridian containing 4.3 acres more or less, said strip or parcel of land

being 140 feet in width extending parallel to the center line of the Main Canal Grand Valley Project and lying 50 feet wide on the right hand and 90 feet wide on the left hand side of the said center line, as now surveyed and staked out as follows: Beginning at a point on the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 36, lying 1317.70 feet North and 1108.35 feet West of the SE corner of Sec. 36, Twp. 1N., R. 1W., Ute Principal Meridian; thence North 26°21' East a distance of 84.54 feet; thence to the right along an arc of 410.28 feet radius a distance of 402.26 feet, as measured on 25 foot chords; thence North 82°40' East a distance of 276.58 feet; thence to the left along an arc of 716.78 feet radius a distance of 361.46 feet, measured on 25 foot chords; thence North 53°45' East a distance of 186.07 feet to a point on the East property line which bears due North from the SE corner of Sec. 26, Twp. 1N., R. 1W., Ute Principal Meridian, a distance of 1896.90 feet; and also a certain strip or parcel of land in the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec. 36, Twp. 1N., R. 1W., Ute Principal Meridian, containing 5.5 acres, more or less, said strip or parcel of land being 140 feet in width extending parallel to the center line of the Main Canal Grand Valley Project and lying 50 feet wide on the right hand and 90 feet wide on the left hand side of the said center line, as now surveyed and staked out as follows: Beginning at a point on the East line of said Section lying 2970.50 feet North of the SE Corner of Sec. 26, Twp. 1N., R. 1W., Ute Principal Meridian; thence North 40°10' West a distance of 613.80 feet; thence to the left along an arc of 1432.70 feet radius a distance of 711.25 feet, measured on 25 foot chords; thence North 68°37' West a distance of 377.77 feet to a point on the West boundary line of said E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec. 36.

Ack. July 9, 1914 by Chas. T. Limberg President and H. D. Leonard Secretary of The American National Bank of Leadville, Colorado, a Corporation, before Joseph Lindsay Jr., Notary Public, Lake County, Colorado.

(N. P. Seal)

Commission expires January 27, 1916

SHOWN FOR REFERENCE PURPOSES ONLY

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TRANSAMERICA TITLE INSURANCE COMPANY
OF COLORADO



22 The American National Bank of Leadville, Colorado, By Jesse F. McDonald, President, Attest: H. D. Leonard, Cashier. (Corporation Seal) to John A. Ewing and Jesse F. McDonald, as joint tenants and not tenants in common

QUITCLAIM DEED \$1.00 and other valuable considerations 362833 Book 383 Page 517
 Dated July 7, 1925
 Filed Jan. 22, 1940
 At 8:30 o'clock A. M.
 QUITCLAIMS: The $W\frac{1}{2} SE\frac{1}{4}$ and $E\frac{1}{2} SW\frac{1}{4}$ and $SE\frac{1}{4} SE\frac{1}{4}$ of Sec. 25, Twp. 1N., R. 1W., of the Ute Meridian, Mesa County, Colorado; And the $E\frac{1}{2} NE\frac{1}{4}$ and $NE\frac{1}{4} SE\frac{1}{4}$ of Sec. 36 Twp. 1N., R. 1W., of the Ute Meridian, Valley Mesa County, Colorado; Subject to the right of way of the High Line Canal. (Granting clause recited "The American National Bank of Leadville, Lake County, Colorado, a Corporation").
 Ack. July 7, 1925 by Jesse F. McDonald and H. D. Leonard, respectively, as President and Cashier of The American National Bank of Leadville, Colorado, a Corporation, before Althea E. Morris Crawford, Notary Public, County of Lake, State of Colorado. (50¢ IRS)
 (N. P. Seal) Commission expires September 21, 1925

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23 The Grand Valley Water Users Association, By W. S. Meek, President, Attest: C. E. Blumenshine, Secretary (Corporate Seal) to Bruce C. Currier

QUITCLAIM DEED \$1.00 and other valuable considerations #363287 Book 387 Page 188
 Dated January 26, 1940
 Filed January 31, 1940
 At 2:45 o'clock P. M.
 Quitclaims: The $W\frac{1}{2} SE\frac{1}{4}$, the $E\frac{1}{2} SW\frac{1}{4}$ and $SE\frac{1}{4} SE\frac{1}{4}$ of Sec. 25, the $E\frac{1}{2} NE\frac{1}{4}$ and $NE\frac{1}{4} SE\frac{1}{4}$ of Sec. 36, Twp. 1N., R. 1W., of the Ute Meridian, Mesa County, Colorado
 Together with all water rights, ditches and ditch rights appertaining thereto or used in connection therewith. The purpose of this deed is to convey all of the grantor's interest in and to that certain Contract, Agreement and Trust Deed given by The American National Bank of Leadville to the Grantor herein on March 28, 1905, filed for record March 3, 1908 and recorded in Book 129 at Page 18 of the Mesa County records.
 Ack. Jan. 26, 1940 by W. S. Meek and C. E. Blumenshine, respectively, as President and Secretary of The Grand Valley Water Users Association, before Elam B. Underhill, Notary Public, Mesa County, Colorado. (Consideration less than \$100.)
 (N. P. Seal) Commission expires September 14, 1941

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24 John Alvin Ewing

CERTIFICATE OF DEATH 363288
 Dated January 22, 1940 Book 383
 Filed January 31, 1940 Page 528
 Certificate of R. L. Cleere, M. D.
 State Registrar of Vital Statistics, K. C. Nachazel, Deputy State Registrar of Vital Statistics of the State of Colorado, at Denver, that John Alvin Ewing, male, white, widower, born March 26, 1856 according to certificate of John G. Ryan, M. D., Denver, Colorado attending physician, died at 700 Lafayette, City and County of Denver, Colorado, on March 12, 1935, age 78 years, 11 months and 16 days. Date of burial, March 14, 1935. Certificate of true copy attached January 22, 1940 by R. L. Cleere, M. D., State Registrar of Vital Statistics, K. C. Nachazel, Deputy State Registrar of Vital Statistics.
 (State of Colorado Health Seal)

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25

Jesse F. McDonald
to
Bruce C. Currier

WARRANTY DEED \$1050.00
Dated January 20, 1940
Filed January 31, 1940
At 2:47 o'clock P. M.

#363289
Book 387
Page 187

Conveys: The $W\frac{1}{2} SE\frac{1}{4}$, the $E\frac{1}{2} SW\frac{1}{4}$ and $SE\frac{1}{4} SE\frac{1}{4}$ of Sec. 25, the $E\frac{1}{2} NE\frac{1}{4}$ and $NE\frac{1}{4} SE\frac{1}{4}$ of Sec. 36, Twp. 1 N., R. 1 W., of the Ute Meridian, Mesa County, Colorado; Together with all water rights, ditches and ditch rights thereto appertaining or used in connection therewith; Except a strip of land 140 feet wide occupied by the main canal of the Grand Valley Reclamation Project; and except also a strip of land occupied by a lateral from said canal, as described in the Quitclaim Deed recorded in Book 197 at Page 291 of the Mesa County records; Subject to obligations to the United States Government for payment of construction and maintenance costs of Main canal and irrigation system, as shown in contract recorded in Book 175 at Page 532 of the Mesa County records.

Ack. January 20, 1940 before Dorothy U. Simmons, Notary Public, City and County of Denver, Colorado. (\$1.50 IRS)
(N. P. Seal)

Commission expires February 17, 1941

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26

Bruce C. Currier
to
Public Trustee

TRUST DEED \$650.00
Dated January 24, 1940
Filed February 1, 1940
At 11:54 o'clock A. M.

#363328
Book 384
Page 144

R-27
Conveys: The $W\frac{1}{2} SE\frac{1}{4}$, $E\frac{1}{2} SW\frac{1}{4}$ and $SE\frac{1}{4} SE\frac{1}{4}$ Sec. 25, the $E\frac{1}{2} NE\frac{1}{4}$ and $NE\frac{1}{4} SE\frac{1}{4}$ Sec. 36, Twp. 1N., R. 1W., of the Ute Meridian in Mesa County, Colorado. Except a strip of land 140 feet wide occupied by the main canal of the Grand Valley Reclamation Project, and except also a strip of land occupied by a lateral from said canal as described in Quitclaim Deed recorded in Book 197 at Page 291 of the Mesa County records. IN TRUST to secure one note bearing even date herewith, for the principal sum of \$650.00 payable to the order of C. D. Coe, January 24, 1942, after the date thereof, with interest thereon from the date thereof at the rate of 6% per annum, payable semi-annually.

Ack. January 25, 1940 before Erwin Snively, Notary Public, County of Boulder, State of Colorado. (RC & AF)
(N. P. Seal)

Commission expires February 21, 1942

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27

Burrell C. Reynolds, Public Trustee
to
Bruce C. Currier

RELEASE DEED \$2.00
Dated January 21, 1942
Filed January 21, 1942
At 10:07 o'clock A. M.

#393792
Book 401
Page 542

Releases: The $W\frac{1}{2} SE\frac{1}{4}$, the $E\frac{1}{2} SW\frac{1}{4}$ and $SE\frac{1}{4} SE\frac{1}{4}$ of Sec. 25, the $E\frac{1}{2} NE\frac{1}{4}$ and $NE\frac{1}{4} SE\frac{1}{4}$ of Sec. 36, Twp. 1N., R. 1W., of the Ute Meridian, in Mesa County, Colorado. Except a strip of land 140 feet wide occupied by the main canal of the Grand Valley Reclamation Project, and except also a strip of land occupied by a lateral from said canal as described in Quit Claim Deed recorded in Book 197 Page 291 of the Mesa County records. FROM DEED OF TRUST dated January 24, 1940 and recorded Feb. 1, 1940 in Book 384 on Page 144 of said Mesa County records. Given to secure to C. D. Coe, the payment of one certain note.

NOTE PAID.

Ack. January 21, 1942 before Virginia O. Wallace, Notary Public, Mesa County, Colorado.
(N. P. Seal)

Commission expires March 14, 1942.

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Dated Feb. 7, 1905

Filed Feb. 23, 1905

At 9:30 o'clock A. M.

NAME: - - - - - The Grand Valley Water Users' Association

INCORPORATORS: - - - - - Lawrence M. Miller, S. P. Green, H. H. Beach, John T. Deaman, James B. Hunter, George Smith, Marion O. Delaplain, William S. Wallace, James H. Smith and Merrill W. Blakeslee.

PRINCIPAL PLACE OF BUSINESS: -Grand Junction, Mesa County, Colorado.

PURPOSES: - - - - - To provide and distribute water for irrigation purposes, etc., and to construct, purchase, lease, condemn, or acquire in any manner whatsoever, and to own, sell, transfer, control, maintain and operate any irrigation works, etc., and property both real and personal necessary for the accomplishment of any of the purposes of this organization. To have power to enter into any contract with the United States, individual, or corporation for the accomplishment of any of the aforesaid purposes. And to enter into any agreement with the United States with reference to the collection of all charges made under the federal statutes for the works and providing water for the lands of shareholders and to comply with the provisions of any federal statute applicable to the work done by the United States in connection with such system of water supply and any rules and regulations established thereunder.

The territory within which the lands to be irrigated are situated, to be known as the Grand Valley Irrigation District, includes all lands within the boundaries as follows: That portion of Grand Valley lying between the east boundary line of Range 98 W. 6th P. M. and the west boundary line of Range 104 W. 6th P. M., irrigable by diversion of water from the Grand River in Colorado.

CAPITAL STOCK: - - - - - \$75,000; 75000 shares: \$1.00 each. Assessable by the Board of Directors.

PROVIDES: - - - - - Only owners of lands within the area above described, or extensions duly made, shall be qualified to own shares and not more than 1 share for each acre. Each subscriber shall make application for water right to U. S. for the land represented by his shares as soon as water is available. Upon failure so to do his shares shall be forfeited and shall have no rights thereunder. Ownership of stock shall carry right to water for irrigation of the lands to which such share is appurtenant. Provides for equal distribution of water proportionate to number of shares held. Subscribers agree that water heretofore appropriated for irrigation of lands described in subscription shall become appurtenant to such lands, etc.

Has power to assess for revenue equally against all shareholders in proportion to the number of shares held

Provides for duties of officers.

POWERS: - - - - - In Board of Directors, who have power to make by-laws.

(Continued on next page)

THE TITLE GUARANTY COMPANY

MESA COUNTY BRANCH,
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

ELECTORS: - - - - - Must be the owner of at least one share, and be 21 years of age, and each holder entitled to one vote for each share, but not to exceed in the aggregate 160 votes.

OBJECTS: - - - - - To acquire a canal to be constructed by the U. S. to furnish water to unwatered land lying within district for irrigation and domestic purposes. The Headgate of said Canal is to tap the water of the Grand River in T. 10 S., R. 98 W., 6th P. M., at the most feasible point, thence Southwesterly along the bank of Grand River 6 or 7 miles, thence in a general westerly and northwesterly course between 50 and 60 miles to a point at or near the Excelsior Divide so-called. Also provides for lateral canal upon South side of Grand River known as Orchard Mesa and Red Mesa.

CORPORATE INDEBTEDNESS - - - - - shall not exceed two-thirds of stock.
EXISTENCE: - - - - - 20 years.

Provides for amendment of articles, etc. etc.

By subscribing to these Articles of Incorporation or to a copy thereof, each shareholder grants lands and rights of way to the Association or to the United States as the case may be necessary for canals, tunnels, telephone and transmission lines required in connection with the works constructed by the Association, or by the United States, for the use and benefit of shareholders.

Ack. Feb. 7, 1905 by the Incorporators, before William A. Marsh, Notary Public, Mesa County, Colorado.
(N. P. Seal)

Commission expires Jan. 7, 1909.

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29

The Grand Valley Water Users' Association, By M. O. Delaplain, Its President, Attest: D. W. Aupperle, Its Secretary (Corporate Seal) to The United States of America

CONFIRMATORY DEED #97346
Dated Feb. 25, 1911 Book 125
Filed Feb. 27, 1911 Page 575
At 8:40 o'clock A. M.

The said The Grand Valley Water Users' Association does hereby confirm and convey to the said The United States of America, and its assigns, any and all rights to it, the said The Grand Valley Water Users' Association, belonging in and to the said

statement of claim and map and all rights, interest and priorities acquired by virtue of or incident to such statement, map, filing and procedure and appropriation claimed thereunder.

TO HAVE AND TO HOLD the same to The United States of America, and its assigns, forever.

Ack. Feb. 25, 1911 by M. O. Delaplain, President and D. W. Aupperle, Secretary, of the Grand Valley Water Users' Association, before Lincoln Antles, Notary Public, Mesa County, Colorado.
(N. P. Seal)

Commission expires July 3, 1913.

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30

THE GRAND VALLEY WATER
USERS' ASSOCIATION

AMENDMENT TO ARTICLES
OF INCORPORATION
Filed Sept. 14, 1912
At 3:00 o'clock P. M.

#108357
Filed

At a meeting of the Stockholders of said Association held on Sept. 14, 1912,
Sec. 3, Art. VI of the Articles of Incorporation was amended to read as follows:

"Assessments for the costs, operation, maintenance and repair of the works
owned, controlled or to be maintained by the Association shall be equitably assessed
against all the share holders in proportion to the number of shares held by them
respectively."

/s/ W. S. Wallace, President; D. W. Aupperle, Secretary. (Corporate Seal)

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31

THE UNITED STATES GOVERNMENT
and THE GRAND VALLEY WATER
USERS' ASSOCIATION

CONTRACT
Dated Feb. 13, 1913
Filed Aug. 4, 1913
At 11:00 o'clock A. M.

#115142
Book 175
Page 532

PROVIDED that if the Secretary of the Interior
shall authorize and cause the construction of certain irrigation works, the said
Association will take prompt action to secure the determination of the Courts of
the relative rights to the use of water for said lands out of the Grand River.
That the said Association hereby guarantees the payment to the United States of
the costs of the irrigation works as equitably apportioned by the Secretary of the
Interior of the lands of its shareholders; and also the cost of operation and
maintenance as assessed from year to year by the Secretary of the Interior; and
will promptly levy assessments therefor and collect or require payment thereof in
such manner as the Secretary of the Interior may direct, etc...

/s/ Walter L. Fisher, Secretary of the Interior for and on behalf of the U.S.A.

/s/ The Grand Valley Water Users' Association, by W. S. Wallace, President,
D. W. Aupperle, Secretary. (Corporate Seal)

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32

THE GRAND VALLEY WATER
USERS' ASSOCIATION

EXTENSION OF ARTICLES
OF INCORPORATION
Dated March 21, 1925
Filed April 11, 1925
At 10:31 o'clock A. M.

#209483
Filed

At a meeting of the stockholders of said Association Feb. 17, 1925, the
following resolution was adopted:

"Resolved that the Corporate Existence of the Grand Valley Water Users'
Association to be extended for a period of twenty years from the date of the ex-
piration of the present Charter and so continuing the same as if originally incor-
porated."

Certificate of C. E. Blumenshine, President. Attest: M. Ethel Cox, Secretary.
(Corporate Seal)

Subscribed and sworn to March 28, 1925 before Delmar B. Wright, Notary Public, of
Mesa County, Colorado.

(N. P. Seal)

Commission expires July 1, 1928.

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THE TITLE GUARANTY COMPANY

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

The Grand Valley Water Users' Association, a Corporation of Colorado

Certificate of Renewal Dated Mar. 21, 1925 Filed May 24, 1938 at 11:10 A. M. File #3069

#337413 Filed

33

Certificate of C. E. Blumenshino, President, Attest: M. Ethel Cox, Secretary (Corporate Seal) of The Grand Valley Water Users' Association, a corporation of Colorado, that a special meeting of the Stockholders of said Association held in the Court Room of the County Courthouse at Grand Junction, Mesa County, Colorado, Feb. 17, 1925 the following resolution was adopted:

"Resolved that the corporate existence of The Grand Valley Water Users' Association, a corporation, be extended for a period of 20 years from the date of the expiration of the present charter and so continuing the same as if originally incorporated." That the said meeting was called and due and legal notice given in the manner required by law, and that at such meeting a majority of the entire outstanding capital stock of said Association was represented. That at such meeting the said resolution was adopted by a majority vote of the entire outstanding capital stock of said Association.

Subscribed and sworn to March 28, 1925 before Dolmar B. Wright, Notary Public, Mesa County, Colorado. (N.P. Seal) Commission expires July 1, 1928

Filed Instrument No. 337413

The Grand Valley Water Users' Association

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

#242293 Filed

34

Dated January 8, 1929

Filed January 30, 1929, 3:10 P. M.

Certificate of W. S. Mook, President and W. W. Russell, Secretary, of said Association, of date January 16, 1929. (Corporate Seal), that at the regular meeting of the Board of Directors of said Association, in Grand Junction, Colorado, December 3, 1928, a Resolution was adopted providing for submission to the vote of the stockholders at the meeting to be held in Grand Junction, Colorado, on January 8, 1929, certain amendments to the Articles of Incorporation of said Association as follows:

(A) To amend Section 12, Art. IV to read as follows:

The purpose for which this Association is organized and the general nature of the business to be transacted are: To acquire, furnish and distribute to the lands of the shareholders of the Association, an adequate supply of water for the irrigation thereof. -----To mortgage, purchase or acquire land by foreclosure or otherwise, and to hold, own, sell, transfer or convey such lands, upon such terms as may be fixed by the Board of Directors of said Association.

(B) To amend Art. V by omitting therefrom, Sections 3, 4 and 12.

(C) To amend Sections 1, 2, 3, 4 and 6 of Art. VI to read as follows: Sec. 1 The revenue for accomplishment of the purposes of this Association shall be raised:

(A) Income from rental of water and electric power.

(B) From assessments against shares of stock to meet:

(1) Cost of construction, improvements, repairs, operation and maintenance of the irrigation works.

(2) Payments due the U. S.

(3) Deficiencies caused by some shareholders failing to pay assessments upon their shares of stock.

(4) Any and all lawful obligations of the Association.

Soc. 2 Directors have power to make and enforce by-laws.

Soc. 3 Assessments for ordinary cost shall be equally assessed against all shareholders in proportion to the number of shares held by them respectively, unless the U. S. shall require unequal assessments, etc.

Soc. 4 Assessments for constructing, etc. for increasing distribution of water may be equally assessed against all shareholders in proportion to the number of shares owned by them respectively, but is not to prevent unequal assessments when required by the U. S.

Soc. 6 Assessments shall become a lien upon the shares of stock, and may be foreclosed and sale of the lands and shares made in the manner provided by foreclosure of real estate in a court of competent jurisdiction. (Here follows other amendments having to do with Officers, etc.)

Soc. 10. The Board of Directors shall have power to make and levy assessments against the shares of stock of said Association in the manner authorized by these articles and the By-laws of this Association and the terms and conditions for supplying water upon the lands of this Association. (Here follows recital as to Notice of meeting, publication of notice and copy of notice.)

Adopted at stockholders meeting in Grand Junction, Colorado, on January 8, 1929, at 10 o'clock A. M. by more than the 2/3rds vote of all the stock of the Association outstanding.

Subscribed and sworn to by said Officers of said Association on January 24, 1929, before Charles M. Holmes, Notary Public, of Mesa County, Colorado. (N. P. Seal) Commission expires June 20, 1931

Filed Instrument No. 242293

The Grand Valley Water Users' Association

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF INCORPORATION #254831 Filed Aug. 8, 1930 at 10:00 A.M. Filed in the Office of the Secretary

of State of Colorado on July 30, 1930 at 1:00 P. M. Certified on July 30, 1930 by Chas. M. Armstrong, Secretary of State of The State of Colorado. (State of Colorado Seal)

Certificate of W. S. Wallace, President and D. W. Aupperle, Secretary of The Grand Valley Water Users' Association (Corporate Seal) that on January 14, 1913 at a meeting of the stockholders of said Association that the Articles of said Association were amended as follows:

- - - Only owners of lands or having initiated a right to acquire the same within the area described in Art. 4 or as extended, shall be qualified to own shares - - -. Shareholders shall be liable for water furnished by the U. S. and the Association shall have a lien on the lands and the right to foreclose the same for indebtedness and that assessments may be levied against the stock and lands and assessments may be made for operation, maintenance and repair of works.

The headgate of the Canal is to tap the water of the Grand River at a point near the South line of the NW 1/4 of Sec. 3, Twp. 10S. R. 98W. of the 6th P. M., whence the Canal will extend in a Southwesterly direction through the Canyon of the Grand River for a distance of about five miles, thence in a general Westerly and North-westerly direction between 60 and 65 miles to a point near the Excelsior Divide, so called and discharge its waste water into the Grand River, or tributary thereof.

Grants to the U. S., over the lands described therein the necessary right of way for canals, etc. and releases the U. S. from all damages and grants to the U. S. all seepage, waste and spring water arising on the lands so described, not heretofore appropriated.

Ack. Jan. 14, 1913 by W. S. Wallace, President of said Association, before Mary Del Gard, a Notary Public of the City and County of Denver, Colo. And subscribed and sworn to before said Notary Public, on July 10, 1930 by said Officers.

(N. P. Seal)

Commission expires May 1, 1933

Affidavit as to above facts as shown on the minute book of said Association made by W. S. Meek, President and John Hynes, Secretary of said Association, subscribed and sworn to on July 22, 1930 before Virginia O. Wallace, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires April 9, 1934 Filed Instrument No. 254831

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The Grand Valley Water Users' Association

CERTIFICATE OF AMENDMENT #455876 Filed Dec. 17, 1946 Filed At 10:28 o'clock A. M. #3444 State of Colorado, County of Mesa, SS Certificate of W. J. Baker, President and

C. E. Blumenshine, Secretary of the Grand Valley Water Users' Association, a corporation organized under the laws of the State of Colorado---that at a special meeting of the stockholders of said Association, duly held in the Labor Temple of the City of Grand Junction, Mesa County, Colorado, on February 20, 1945 Resolution was adopted renewing and extending the corporate life of the Grand Valley Water Users' Association to and including February 1, 2031.-----

/s/ W. J. Baker, President, Attest: C. E. Blumenshine, Secretary. (Corporate Seal) Subscribed and sworn to August 28, 1945 before Mary Alice Sullivan, Notary Public.

(N. P. Seal)

Commission expires Mar. 23, 1947

Certificate of true copy of Certificate of Renewal of the Certificate of Incorporation of The Grand Valley Water Users Association attached September 11, 1945 by Walter F. Morrison Secretary of State by Earl E. Ewing, Deputy, United States of America, State of Colorado. (State of Colorado Seal)

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37

Bruce C. Currier
to
Grand Valley Water Users Assn.

SUBSCRIPTION FOR STOCK
Dated March 22, 1940
Filed November 1, 1944
At 11:27 o'clock A. M.

#424709
Book 336
Page 43

stock of the Grand Valley Water Users Association, a corporation, (under the terms of the Articles of Incorporation, a copy of which is made a part of this instrument) to be inseparably appurtenant to the following described real estate, to-wit: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25, and NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1N., R. 1W., U. M., Mesa County, Colorado, containing 320 acres, and no more. Ack. March 22, 1940 before Genevieve L. Stone, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires March 15, 1942

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38

Bruce C. Currier and
Wilma M. Currier, his wife
to
The Federal Land Bank of
Wichita, Wichita, Kansas

AMORTIZATION MORTGAGE \$5000.00
Dated January 4, 1955
Filed January 8, 1955
At 9:51 o'clock A. M.

#622505
Book 629
Page 475

Mortgages: W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36, Twp. 1N., R. 1W., U.M., except a strip of land 140

feet wide occupied by the main canal of the Grand Valley Reclamation Project and except a strip of land occupied by a lateral from said canal described in Quit Claim deed recorded in Book 197 at Page 291, containing 311 acres, more or less, according to the United States Government Survey. Together with a pro rata interest in the water and water rights of The Grand Valley Water Users Association, U.S.B.R. by reason of the inclusion of 27.1 acres of the above described land within said District; Also all pumps, motors and other equipment, used for the delivery of said water. TO SECURE note of even date herewith, executed by mortgagor to mortgagee, in the amount of \$5000.00 with interest at the rate of 4% per annum, said principal, with interest being payable on the amortization plan in annual installments, the last installment being due and payable on the 1st day of December, 1987, and providing that defaulted payments shall bear interest at the rate of 6% per annum. This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto. /s/ Bruce C. Currier, Wilma M. Currier.

Ack. January 6, 1955 by Bruce C. Currier, and Wilma M. Currier, his wife, before Kenneth Austin, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires March 30, 1955.

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OIL AND GAS LEASE

OND 01750-41

AGREEMENT, Made and entered into 1st day of March 1955 by and between Bruce G. Currier and Wilma Currier, his wife

Route # 1, Grand Junction, Colorado The Carter Oil Company Box 801, Tulsa, Okla.

WITNESSES: That the lessor, for and in consideration of Ten and More DOLLARS 10.00

and other fields into subsurface strata, all that certain tract of land situated in the County of Mesa State of Oklahoma, described as follows, to-wit:

Township 1 North, Range 1 East, Ute Meridian Section 30: SW 1/4 NW 1/4

Township 1 North, Range 1 West, Ute Meridian Section 25: E 1/2 SW 1/4, W 1/2 SE 1/4, SE 1/4 SE 1/4 Section 36: E 1/2 NE 1/4, NE 1/2 SE 1/4

of water, oil, gas and containing 351 acres, more or less. It being the purpose and intent of the lessor to lease, and lessor does hereby lease, all of the lands owned by the said lessor which adjoin the lands above mentioned or which lie in the section or sections herein specified.

It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lease is then entered in drilling operations, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lease covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks. 2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense. 3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly. If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or transfer to the lessor or to the lessor's credit to the First National Bank at Grand Junction, Colorado or its successors, which shall continue as the depository regardless of changes in the

ownership of said land, the sum of Three Hundred Fifty-One and no/100 DOLLARS which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date in its manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessor's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as heretofore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

(Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities hereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately for the portion, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.)

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor. When requested by the lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall pay for damages caused by its operation to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sub-lessee or assigns, their heirs, executors, administrators and successors; and in the event of an assignment or subletting by lessor, lessee shall be relieved and discharged, as to the lands so assigned or sublet, from any liability to the lessor therefor after accruing upon any of the covenants or conditions of the lease, either express or implied. No change in the ownership of the land or assignment of, and it is hereby agreed in the event this lease shall be assigned or sublet as to a part or parts of the above described lands and the assignee or assignees, or sub-lessee or sub-lessees, of such part or parts shall fall or make default in the payment of the proportionate part of the rents due from him or them, or sub-lessee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties consent, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay to lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address. Should any person, firm or corporation having an interest in the above described land not lease to lessor, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor agrees that the lessee or assigns may include the land covered hereby, or any part thereof, in any unit plan of development or operation which is approved by the Secretary of the Interior or by the Secretary of Agriculture and lessor agrees to execute any such approved unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rates set forth above, as completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

The undersigned lessors hereby surrender and release all rights of homestead in the premises herein described insofar as said homestead rights may in any way affect the purpose for which this lease is made as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written. Witnesses: Bruce G. Currier (SEAL) Wilma Currier (SEAL)

6-24-53 643-531 MAY 13 1955

ACKNOWLEDGEMENTS
(For use when lands are in Colorado)

STATE OF Colorado
COUNTY OF Mesa }

The foregoing instrument was acknowledged before me this 1st day of March 1955

No. 39
Cont. O: Currier and Wilma Currier, his wife

Notary Public
and official seal.

[Signature]
Notary Public Sanburg

January 13, 1958

THE CARTER OIL COMPANY

CERTIFICATE OF BUSINESS
AND AGENT

Dated Feb. 27, 1948

Filed Mar. 31, 1948

At 9:10 o'clock A.M.

#480525

Filed

#3603

KNOW ALL MEN BY THESE PRESENTS:

That we, O. C. Schorp, President, and Thos. Brownfield, Secretary, of The Carter Oil Company, a Corporation duly organized under and by virtue of the Laws of the State of West Virginia, do hereby certify that the principal place where the business of said Corporation is to be carried on in the State of Colorado is the City of Denver, County of Denver, and we hereby designate, constitute and appoint C. T. Corporation System, a Colorado Corporation located at the First National Bank Building in the City of Denver, County of Denver and State aforesaid, the duly authorized agent of said corporation, upon whom process may be served, pursuant to the Statutes in such case made and provided.

/s/ At Tulsa, Oklahoma, by O. C. Schorp, President
Thos. Brownfield, Secretary

(Corporate Seal)

Subscribed and sworn to February 27, 1948, before Mary Frances Lee, Notary Public.

(N. P. Seal shows Tulsa, Oklahoma)

Commission expires Apr. 15, 1948.

-o---o---o-

THE CARTER OIL COMPANY,
a Corporation duly organized
under and by virtue of the
laws of the State of West
Virginia.

CERTIFICATE OF BUSINESS
AND AGENT

Dated Feb. 27, 1950

Filed March 4, 1950

At 10:00 o'clock A.M.

#515812

Filed

#3796

KNOW ALL MEN BY THESE PRESENTS:

That we, O. C. Schorp, President, and LeRoy Young, Secretary, of the Carter Oil Company, a Corporation duly organized under and by virtue of the laws of the State of West Virginia, do hereby certify that the principal place where the business of said Corporation is to be carried on in the State of Colorado, is the City of Denver, County of Denver, and we hereby designate, constitute and appoint C. T. Corporation System, a Colorado Corporation, located in the Equitable Building in the City of Denver, County of Denver and State aforesaid, the duly authorized agent of said Corporation, upon whom process may be served, pursuant to the Statutes in such case made and provided.

/s/ O. C. Schorp, President
LeRoy Young, Secretary

(Corporate Seal)

Subscribed and sworn to before me this 27th day of February, 1950, Betty Jean Sharp, Notary Public.

(N. P. Seal recites Tulsa, Oklahoma)

Commission expires June 28, 1950.

-o---o---o-

39775
65-5724
387-187
16.28 Km

No. 658926

Homestead Entered

By Wilma M. Currier
Wife of Bruce C. Currier
at 10 a.m. JAN 24 1956

A. D. 19-----

On record of Warranty Deed recorded in

Book 387 at Page 187

on Jan 31 A. D. 1956

at 2:47 p.m. No. 363289

Property is See Record

10 1/2 SE 1/4, E 1/2 S W 1/4 and SE 1/4 SE 1/4 Sec 20,
E 1/2 NE 1/4 and the NE 1/4 SE 1/4 Sec 36 T. 1 N R. 1 W. U. M.

FEE, 75c

Signed in the presence of:

Helmer L. Pifer
County Clerk and Recorder.
Wilson & Young

JAN 24 1956

42

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

GND. 1750-(02797)-4

39819
695-767
694-397
9:31 p.m.
JAN 26 1956

WHEREAS, under date of March 1st, 1955, a certain oil and gas mining lease was executed by Bruce C. Currier and Wilma Currier, his wife

_____ as lessor^B,
unto The Carter Oil Company _____ as lessee _____

which lease is recorded in Book 643, at Page 531, of the records of Mesa County, State of Colorado, and which lease covered certain lands situate in said Mesa

County, State of Colorado, described therein as follows, to-wit:

Township 1 North, Range 1 East, Ute Meridian
Section 30 - SW $\frac{1}{4}$ NW $\frac{1}{4}$

Township 1 North, Range 1 West, Ute Meridian
Section 25 - E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{2}$ SE $\frac{1}{4}$
Section 36 - E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$

of Section _____, Township _____, Range _____

AND WHEREAS said description is incomplete and indefinite, and the lands intended to be covered by said lease, and situate in said County and State, are more accurately described as follows, to-wit:

Township 1 North, Range 1 East, Ute Meridian
Section 31 - SW $\frac{1}{4}$ NW $\frac{1}{4}$

Township 1 North, Range 1 West, Ute Meridian
Section 25 - E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{2}$ SE $\frac{1}{4}$
Section 36 - E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$

of Section _____, Township _____, Range _____, and containing 351 acres, more or less, it being the intent and purpose of the lessor to include in such lease all of the lands owned by the said lessor which adjoin the lands last above mentioned or which lie in the section or sections herein last above specified.

AND WHEREAS the undersigned are the owners of interests in the lands last above described, or in the minerals therein and thereunder, which interests are affected by said lease.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00), cash in hand paid by THE CARTER OIL COMPANY unto each of us, the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the intention of the lessor in the aforesaid lease to lease for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

WITNESS our hands and seals this 10th day of January, A. D., 1956

(SEAL) _____ (SEAL) Bruce C. Currier (SEAL)
Bruce C. Currier
(SEAL) _____ (SEAL) _____ (SEAL)
(SEAL) Wilma Currier (SEAL)
Wilma Currier (SEAL)
(SEAL) _____ (SEAL) _____ (SEAL)

ACKNOWLEDGMENT

STATE OF Colorado) (Acknowledgment for
) ss. (use in Colorado)
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 10th day of January, 1956, by Bruce C. Currier and Wilma Currier, his wife

_____ and official seal.
My Commission Expires July 26, 1958
Viola [Signature]
Notary Public

IN THE DISTRICT COURT IN AND FOR THE
COUNTY OF MESA AND STATE OF COLORADO

DECREE

#665181
Filed #4679
Filed April 5, 1956
At 3:10 o'clock P.M.

No. 10213

IN THE MATTER OF THE ORGANIZATION)
OF UTE WATER CONSERVANCY DISTRICT)

44 THIS MATTER Coming on to be heard upon the petition of the Petitioners herein, appearing by Albin Anderson, Jr., their attorney, at a hearing ordered by the Court for March 16, 1956, at 10:00 A.M., and the same having been continued to March 28, 1956, at 10:00 A.M., at which time it was made to appear to the Court that the petition herein has been signed and presented in conformity with C.R.S. '53, Chapter 149, Article 6, as amended; that the allegations of said petition are true; and that no protesting petition or objection was filed herein; WHEREFORE, The Court, after said hearing and having been advised in the premises, does find that:

1. The proposed Ute Water Conservancy District is wholly within said County of Mesa;
2. The Court has jurisdiction in the premises;
3. The total valuation of irrigated land, together with improvements, within the proposed district is \$10,383,289.00;
4. The incorporated town of Fruita is wholly included within said proposed district; and no part of any other incorporated municipality or conservancy district is included therein;
5. The bond of Petitioners to secure costs herein has been filed herein in an amount and with security approved by the Court;
6. Due notice of the pendency of said petition and of said hearing has been given by publication and mailing; and
7. The number of owners of irrigated land within said proposed district is 6467 of whom 1744, having the requisite statutory qualifications, have signed said petition; and the number of owners of non-irrigated land or lands embraced within the incorporated limits of the town of Fruita, all within said proposed district is 846 of whom 70, having the requisite statutory qualifications, have signed said petition.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED That the Court has, and does hereby take, jurisdiction in the premises;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the following territory and real estate situate in Mesa County, Colorado, to-wit: (Includes property under examination) be, and the same hereby is, organized as a water conservancy district pursuant to C.R.S. '53, Chapter 149, Article 6, as amended.

2. IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the corporate name of said water conservancy district by which in all proceedings hereafter it shall be known, be, and the same hereby is, designated "UTE WATER CONSERVANCY DISTRICT."

Paragraphs 3, 4 and 5 establish three (3) Subdivisions for purpose of Director representation.

6. IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the number of directors for and from each of the three subdivisions hereinbefore established and designated be, and the same hereby is, fixed at three.

7. IT IS FURTHER ORDERED That the office or principal place of business of said Ute Water Conservancy District shall be 128 So. Mulberry, Fruita, Colorado, within said District, until the further order of the Court.

Dated and entered this 4th day of April, A.D. 1956. By the Court: Charles E. Blaine, Judge
Certificate of true copy of the Decree made and entered in the above entitled cause in the District Court of Mesa County, Colorado, on April 4, 1956, as the same appears of record and in the files in my office now remaining, attached April 5, 1956 by Lucy E. Hogan, Clerk.
(District Court Seal, Mesa County, Colorado.)

-o-----o-----o-

IN THE DISTRICT COURT IN AND FOR THE
COUNTY OF MESA AND STATE OF COLORADO

ORDER

#665673
Filed #4682
Filed April 12, 1956
At 11:35 o'clock A.M.

No. 10213

45 IN THE MATTER OF THE
UTE WATER CONSERVANCY DISTRICT

THIS MATTER coming on to be heard upon the motion of the Ute Water Conservancy District, appearing by its attorney, Albin Anderson, Jr., that the Decree heretofore entered herein by the Court on April 4, 1956, be amended by striking out the fourth page thereof and substituting in lieu thereof a new fourth page; and the Court being advised in the premises, NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the fourth page of the Decree heretofore entered herein on April 4, 1956, be amended by striking out all of the fourth page thereof and by substituting in lieu thereof a new fourth page, a copy of which is attached to this Order and marked "A" and incorporated herein by reference as fully as if the same were herein set forth in full; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that said Decree heretofore entered herein on April 4, 1956, as amended, be, and the same hereby is confirmed nunc pro tunc, as of April 4, 1956. Dated and entered this 11th day of April A.D. 1956. By the Court: /s/Charles E. Blaine Judge. State of Colorado, County of Mesa, ss. I do hereby certify that the above and foregoing is a true and complete copy of the Order made and entered in the above entitled cause in the District Court of Mesa County, Colorado on April 11, 1956, as the same appears of record and in the files of my office now remaining. Witness my hand and official seal this 12th day of April, 1956. /s/Lucy E. Hogan, Clerk of the District Court. (District Court Seal)

NOTE: Paragraph Four above mentioned changes boundaries included within said district.

-o-----o-----o-

THE CARTER OIL COMPANY
to
Bruce C. Currier, et ux

RELEASE OF OIL AND GAS LEASES

Dated Feb. 14, 1957

Filed April 18, 1957

At 10:37 o'clock A. M.

#692563

Book 707

Page 284

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, THE CARTER OIL COMPANY, a corporation of the State of West Virginia, does hereby release, surrender and abandon all of its right, title and interest in and to leases, for oil and gas mining purposes, set forth and described in Exhibit "A" attached hereto and made a part hereof, only insofar as said leases cover the lands specifically described in said Exhibit "A".

The undersigned also does hereby release, surrender and abandon all right, title and interest in and to any ratifications of said leases and any instruments modifying the provisions or the land descriptions contained in said leases, only insofar as said ratifications and instruments pertain to the lands specifically described in said Exhibit "A".

This instrument shall not be construed to effect a release of any rights which the undersigned may hold in any lands or under any oil and gas lease or leases not specifically described in said Exhibit "A".

/s/ THE CARTER OIL COMPANY

(CORPORATE SEAL)

By Thos. Brownfield, Vice President.

Attest: F. B. Jordan, Jr., Assistant Secretary.

Ack. Feb. 14, 1957 by Thos. Brownfield, Vice President of THE CARTER OIL COMPANY, before Louise Doll, Notary Public, in Tulsa County, Oklahoma.

(N. P. Seal)

Commission expires Sept. 18, 1958.

EXHIBIT "A"

E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 1 North, Range 1 West, Ute Meridian (and other property), as corrected by separate instrument dated January 10, 1956, recorded in Book 674, Page 397.

THE TITLE GUARANTY COMPANY

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

47

Board of County Commissioners
of Mesa County, Colorado,
to
The State

CERTIFIED COPY OF ORDER
Filed Aug. 7, 1957
At 4:00 o'clock P.M.
STATE OF COLORADO)
COUNTY OF M E S A) ss.

#700396
Book 714
Page 521

At a meeting of the Board of County Commissioners for Mesa County, Colorado, held at the Court House in Grand Junction, on Tuesday the 11th day of March, A. D. 1890, there were present: E. W. Gannon, Chairman, J. W. Rose, Commissioner, J. P. Brown, Commissioner, Frank McClintock, Deputy Clerk, when the following proceedings, among others, were had and done, to-wit:

The following orders were adopted:

Be it ordered that the following township and section lines on the public domain be declared public highways in accordance with the provisions of an act entitled: An act to amend Section Four (4) of Chapter Ninety-five (95) of the general statutes of the State of Colorado, entitled "Roads and Highways", approved April 7, 1885, that is to say:

The Township line constituting the West boundary line of Township One (1) North, Range One (1) East, Ute Principal Meridian.

Certificate of true copy of Order attached August 7, 1957, by Annie M. Dunston, County Clerk, Mesa County, Colorado.
(Mesa County, Colorado, Seal)

-o---o---o-

SHOWN FOR REFERENCE PURPOSES ONLY

In the Matter of the Organization
of the Grand Junction Rural Fire
Protection District.

ORDER

Filed April 16, 1958

At 3:56 o'clock P.M.

In the District Court in and for the
County of Mesa and State of Colorado.

No. 7097

#717074

Filed #5204

This matter of the organization of the Grand Junction Rural Fire Protection District coming before the Court on this 14th day of July, 1944, the petitioners appearing by Groves and Banks, their attorneys, and the Court having considered the evidence presented, including the tax rolls and the last official registry list of the County of Mesa, State of Colorado, and being fully advised in the premises, DOETH FIND:

1. That this proceeding has been instituted under the provisions of Chapter 130 of the 1941 Session Laws of the State of Colorado;
2. That the said petition was signed and presented in conformity with said act, and that the allegations of the petition are true;
3. That no protesting petition has been filed in this proceeding;
4. That the petition for the organization of said District was signed by more than fifty taxpaying electors of the proposed District, as therein described and herein created;
5. That the territory of said District lies entirely within the limits of the County of Mesa and State of Colorado;
6. That there are no municipalities having territory within the said District;
7. That immediately upon the filing of such petition on June 15, 1944, the Court by Order fixed a place and this day for the hearing thereon, and thereupon the Clerk of the Court caused notice by publication to be made of the pendency of such petition and the time and place of the hearing thereon, and caused a copy of such notice to be mailed by United States Registered Mail to the Board of County Commissioners of Mesa County, Colorado;
8. That no tract or parcel of real estate used for manufacturing, mining, railroad or industrial purposes, which, together with the buildings, improvements, machinery and equipment thereon situate, has an assessed valuation in excess of \$25,000.00 at the date of filing the petition, is within said District, except the property of the Denver and Rio Grande Western Railroad Company, the Rio Grand Junction Railway Company, the Western Union Telegraph Company, the Grand Valley Rural Power Lines, Inc., the Mountain States Telephone and Telegraph Company, and the Public Service Company of Colorado;
9. And that there has been compliance with the law in all respects and that the Court has jurisdiction to make the within order.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said District be and the same is hereby organized and given the Corporate name of the Grand Junction Rural Fire Protection District, by which name it shall hereafter be known; that said District is and hereafter shall be a governmental subdivision of the State of Colorado and a body corporate with all the powers of a public or quasi-municipal corporation and with all powers conferred by law to fire protection districts; and that the boundaries of said District be and they are hereby defined as follows, to-wit: (Includes property under examination) provided, that the property of the Denver and Rio Grande Western Railroad Company, the Rio Grand Junction Railway Company, the Western Union Telegraph Company, the Grand Valley Rural Power Lines, Inc., the Mountain States Telephone and Telegraph Company, and the Public Service Company of Colorado shall not be included in said District.

Done by the Court: /s/ George W. Bruce, Judge.

Certificate of true copy attached April 16, 1958 by Lucy E. Hogan, Clerk of the District Court By Norabelle Easley, Deputy. (Mesa County, Colorado, District Court Seal).

State of Colorado
to
Upper Grand Valley
Soil Conservation
District

CERTIFICATE #735541
Filed January 16, 1959 Filed
At 2:21 o'clock P. M. #5318
I, George J. Baker, Secretary of State
of the State of Colorado do hereby
certify that by virtue of the authority
vested in me, I do hereby declare

the area within the boundaries described as hereto attached to be a lawful soil conservation district by the consolidation of Orchard Mesa Soil Erosion District and Redlands Soil Erosion District and Upper Grand Valley Soil Conservation District filed December 15, 1958 under the name and style of UPPER GRAND VALLEY SOIL CONSERVATION DISTRICT.

/s/ George J. Baker, Secretary of State, by F. J. Serafini, Deputy.
(Colorado Seal)

Legal Description of the Combined Orchard Mesa, Redlands, and Upper Grand Valley Soil Conservation Districts.

Commencing at the junction of the Gunnison River and the S line of T. 1S. of the Ute Base Line and R. 1W of the Ute Principal Meridian; thence E along the twp line to the SE corner of Section 36, Twp. 1S. R2E. thence in a general Nely direction along the drainage divide to the SE corner of SW $\frac{1}{4}$ of Section 29, Twp. 11S. R97W. of the 6th P. M., thence in a general NWly direction along the drainage divide to the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 11, Twp. 11S. R98E; thence in a general NWly direction along the drainage divide to the Colorado River; thence in a Nely direction along the Colorado River to its intersection with the S Section line of Section 2, Twp. 11S. R98W. thence E along the section line to the SE corner of said Section 2; thence N to the NE corner of said Sec. 2; thence Wly along the Section line to its intersection with the rim of the Bookcliff Mesa in Sec. 3, Twp. 11S. R98W; thence Wly along said rim to its intersection with the top section line of Sec. 22, Twp. 1N. R1E. of the U. M., thence W to the SW corner of Sec. 13, Twp. 1N. R1W; thence S to the W $\frac{1}{4}$ corner of Sec. 12, Twp. 1S. R1W. thence E $\frac{1}{4}$ mile, S $\frac{1}{4}$ mile, E $\frac{1}{4}$ Mile, S $\frac{1}{4}$ Mile, E $\frac{1}{2}$ mile, S $\frac{1}{2}$ mile, W $\frac{1}{2}$ mile, S $\frac{1}{2}$ mile, E $\frac{1}{2}$ mile to the SE corner of Sec. 13, Twp. 1S. R1W. thence S along the section line to its intersection with the Colorado River; thence W and NWly along the S bank of the said Colo. River to its intersection with the W section line of Sec. 34, T1N. R2W.; thence S to the NW corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 34; thence Wly along the boundary of the Colo. National Monument to the NW corner of Sec. 31, T1N. R2W.; thence S and Sely along the Colo. National Monument boundary to the SE corner of Sec. 7, T12S. R101W. 6th P. M. thence E along the section line to the point of beginning.

EXCEPT the following described land, which are the property of the City of Grand Junction. NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 27 E of the D. & R. G. R. R.; NW $\frac{1}{4}$ NW $\frac{1}{4}$ E of the Gunnison River; SW $\frac{1}{4}$ NW $\frac{1}{4}$ E and S of the I. O. O. F. and A. F. & A. M. cemetery plot NW $\frac{1}{4}$ SW $\frac{1}{4}$ E of the Gunnison River; S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ E of the Gunnison River in Sec. 26, T1S. R1W. of the U. M. and excluding further, area within incorporated municipalities and areas devoted exclusively to commercial or industrial uses. In addition #1 to the Redlands Soil Conservation District Section 13 and 14 in T12S. R101W. 6th P. M. were erroneously included in the District and that these 2 sections are already in the Glade Park Conservation District; therefore they should be excluded from the Addition.

The total area is 105,207 acres more or less.

-o-----00-----o-

RECORDER'S STAMP 70382

THIS INDENTURE, Made this 6th day of March
in the year of our Lord one thousand nine hundred and fifty-nine
between BRUCE G. CURRIER and WILMA M. CURRIER

whose address is Route #1, Grand Junction
County of Mesa and State of Colorado
parties of the first part, and the Public Trustee of the
County of Mesa in the State

of Colorado, party of the second part, Witnesseth:
THAT WHEREAS, the said BRUCE G. CURRIER and WILMA M. CURRIER

have executed their promissory note bearing even date herewith for the
principal sum of
--TWENTY THOUSAND AND NO/100-- Dollars

payable to the order of Rifle Production Credit Association

whose address is Rifle, Colorado, March 6, 1960

after the date thereof, with interest thereon from the date thereof at the rate of 6 per cent per
annum, payable at maturity

AND WHEREAS, The said parties of the first part are desirous of securing the payment of the
principal and interest of said promissory note in whose hands soever the said note or any of them may be.

NOW THEREFORE, The said parties of the first part, in consideration of the premises, and for the purpose
aforesaid, do hereby grant, bargain, sell and convey unto the said party of the second part, in trust forever,
the following described property, situate in the County of Mesa and State of
Colorado, to-wit:

1/2 SE 1/4, E 1/2 SW 1/4, SE 1/4 SE 1/4 Section 25, E 1/2 NE 1/4, NE 1/4 SE 1/4 Section 36, Township 1 North
Range 1 West, 11th Meridian, except a strip of land 140 feet wide occupied by the
main canal of the Grand Valley Reclamation Project and except a strip of land
occupied by a lateral from said canal described in quit claim deed recorded in
book 197, at Page 291, containing 311 acres, more or less, according to the
United States Government Survey. Together with a pro rata interest in the water
and water rights of The Grand Valley Water Users Association, U.S.B.R. by reason
of the inclusion of 27.1 acres of the above described land within said District;
Also all pumps, motors and other equipment used for the delivery of said water.

72295

50

13447A
752-2:12 P.M.
Page 182

MAR 13 1959

R-64

No. 50
cont.

TO HAVE AND TO HOLD the said together with all and singular the privileges and appurtenances, therunto belonging: In Trust Nevertheless, That in case of default in the payment of said note or any of them, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or any of them, or in the payment of any prior encumbrance, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale, then, upon filing notice of such election and demand for sale with the said party of the second part, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may be lawful for said party of the second part to sell and dispose of the same (en masse or in separate parcels, as said Public Trustee may think best), and all the right, title and interest of said parties of the first part, their heirs or assigns therein, at public auction at the

front door of the Court House, in _____ County of Mesa and State of Colorado, or on said premises, or any part thereof, as may be specified in the notice of such sale, for the highest and best price the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said

County of Mesa a copy of which notice shall be mailed within ten days from the date of the first publication thereof to said parties of the first part at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument, where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefore, and the time when the purchaser or purchasers or other person entitled thereto shall be entitled to a deed or deeds therefor, unless the same shall be determined as provided by law and said Public Trustee shall, upon demand by the person or persons holding the said certificate or certificates of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Public Trustee, as grantor, and shall convey and quitclaim to such person or persons entitled to such deed, as grantee, the said property purchased as aforesaid, and all the right, title, interests, benefit and equity of redemption of the parties of the first part, their heirs and assigns therein and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale herein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds; and the said Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or the legal holder of said note the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at 6 per cent per annum, rendering the overplus, if any, unto the said parties of the first part, their legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the said parties of the first part, their heirs or assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under said parties of the first part, or any of them. The holder or holders of said note or notes may purchase said property, or any part thereof, and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money. If a release deed be required, it is agreed that the parties of the first part, their heirs or assigns, will pay the expense thereof.

And the said parties of the first part, for themselves and for their heirs, executors, and administrators, covenant and agree to and with the said party of the second part, that at the time of the sealing of and delivery of these presents they are well seized of the said lands and tenements in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims they may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado now existing or which may hereafter be passed in relation thereto; and that the same are free and clear of all liens and encumbrances whatever EXCEPT Mortgage to The Federal Land Bank of Wichita, Wichita, Kansas, \$5,000.00, dated January 4, 1955, filed January 8, 1955, No. 622505, Book 429, Page 475 in records of the County Clerk and Recorder, Mesa County Colorado.

m.c. Clerk & Record of 111-C-C

and the above described property in the quiet and peaceable possession of the said party of the second part, his successors and assigns, against and every person or persons lawfully claiming or to claim, the whole or any part thereof, the said parties of the first part shall and will warrant and forever defend.

And that during the continuance of said indebtedness or any part thereof the said parties of the first part will in due season pay all taxes and assessments levied on said property and all taxes and assessments levied under the laws of the State of Colorado (except income taxes) on the obligation hereby secured; all amounts due or to become due on account of principal and interest on prior encumbrances, if any; and, will keep all buildings that may at any time be on said lands, insured against loss by fire in such company or companies as the holder of said note may, from time to time direct, for such sums as such company or companies will insure for, not to exceed the amount of said indebtedness, except at the option of said parties of the first part, with loss, if any, payable to the beneficiary hereunder, as further interest may appear, and will deliver the policy or policies of insurance to the beneficiary hereunder, as further security for the indebtedness aforesaid. And in case of the failure of said parties of the first part to thus insure and deliver the policies of insurance, or to pay such taxes or assessments or amounts due or to become due on any prior encumbrance, if any, then the holder of said note, or any of them, may procure such insurance or pay such taxes or assessments or amounts due upon prior encumbrances, if any, and all moneys thus paid, with interest thereon, at 6 per cent per annum, shall become so much additional indebtedness, secured by this deed of trust, and shall be paid out of the proceeds of the sale of the property aforesaid, if not otherwise paid by the said parties of the first part, and such failure shall be a violation or breach of this covenant and agreement.

AND THAT IN CASE OF ANY DEFAULT, Whereby the right of foreclosure occurs hereunder, the said party of the second part or the holder of said note or certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be; and such possession shall at once be delivered to the said party of the second part or the holder of said note or certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the said party of the second part or the holder of said note or certificate of purchase by any appropriate civil suit or proceeding, and the said party of the second part, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the parties of the first part or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice—notice being hereby expressly waived—and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to law and the orders and directions of the court.

AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note aforesaid, or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the parties of the first part, their executors, administrators or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of sale, may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if the said indebtedness had matured, and that if foreclosure be made by the Public Trustee, an attorney's fee of the sum of reasonable dollars for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the costs of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the costs of such foreclosure proceedings.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set hand and seal the day and year first above written.

Bruce C. Currier
Bruce C. Currier [SEAL]

Wilma M. Currier
Wilma M. Currier [SEAL]

WITNESS:

STATE OF COLORADO, } ss.
County of MESA

This instrument was acknowledged before me this 6th day of March 1959 by Bruce C. Currier and Wilma M. Currier

July 26, 1962

Witness my hand and official seal.
Viola Alex
Notary Public

No. 50
Cont.

State of Colorado
Mesa County, Colorado

AMENDED SUBDIVISION REGULATIONS
Filed

Resolution, on Monday the fourteenth day of December, A. D. 1958, by the Board of County Commissioners, Mesa County, Colorado, and approved and adopted by the Board of County Commissioners of Mesa County on the 6th day of April, 1959.

51. Mesa County Planning Commission
to
The State

AMENDED SUBDIVISION
REGULATIONS
Filed April 8, 1959
At 9:34 o'clock A. M.
"Amended Subdivision Regulations
of Mesa County, Colorado, adopted

#741347
Filed

the 23rd day of February, 1959, by the Mesa County Planning Commission as part of a Master Plan of the physical development of unincorporated territory within Mesa County, and approved and adopted by the Board of County Commissioners of Mesa County on the 6th day of April, 1959."

Said Amended Subdivision Regulations set forth standards for subdivisions in the unincorporated areas of the County and specify procedure to be followed in creating such subdivisions. They also include the provisions that no sale of land located within a proposed subdivision shall be made by reference to or use of a plan or plat of the subdivision before such plan or plat has been approved and recorded and that no building shall be erected within a subdivision or a proposed subdivision unless a building permit therefor shall have been issued by the County Building Inspector.

Reference is made to said subdivision regulations for the specific provisions thereof. Said regulations may be examined in the Office of the County Clerk and Recorder or the office of the Mesa County Planning Commission. (Abstracter's Note: The original subdivision regulations of Mesa County, Colorado, were never recorded and thus are not shown.)

Board of County Commissioners
of Mesa County, Colorado
to
The State

CERTIFIED COPY OF ORDER
Filed December 17, 1959
At 10:15 o'clock A.M.

#758144
Filed

State of Colorado, County of Mesa ss.
At a regular adjourned meeting of the Board
of County Commissioners for Mesa County,
Colorado, held at the Court House, in Grand

Junction, on Monday the fourteenth day of December A.D. 1959, there were present: Roe F. Saunders, Chairman; Henry J. Tupper, Commissioner; Arthur J. Jens, Commissioner; Thomas K. Younge, County Attorney; Annie M. Dunston, Clerk; when the following proceedings, among others, were had and done, to-wit: On motion of Arthur Jens, seconded by Henry J. Tupper and carried the following resolution amending page two and page seven of the Amended Sub-division Regulations of Mesa County was adopted:

PAGE TWO-----A resolution relative to the division of land, preparation of plats for such divisions and procedure for approval of plats in the County of Mesa, and repealing all resolutions in conflict therewith.

BE IT RESOLVED by the Planning Commission of Mesa County, Colorado, as provided by the State of Colorado Statutes: Before dividing any tract of land within the unincorporated territory within Mesa County into two or more tracts or parcels of less than five acres in size, the owner thereof shall subdivide said property by means of a recorded plat in accordance with the procedures and requirements herein, as provided by the Colorado Revised Statutes 1953 106-2-9 amended 1959. In achieving such subdivision, the following procedure shall be followed:

SECTION ONE---PROCEDURE

1. At least one week before a Planning Commission meeting, three copies of the preliminary subdivision plat shall be submitted to the Planning Commission. After receiving the plat, the Planning Commission may mail notices to notify owners of property surrounding the proposed subdivision of the time and place of a public hearing regarding the study of such proposed subdivisions.
2. After receiving preliminary approval of the plat, permanent survey monuments shall be set to finished grade at all exterior corners of the land to be subdivided, and approval of the plat shall be obtained from the Utility Companies which may serve the subdivision and the Fire Department.
3. Within one year after receiving approval of the preliminary plat by the Planning Commission, after the intermediate steps described in sub-paragraph No. 2 have been completed and at least one week in advance of a Planning Commission meeting the original and three copies of the final plat shall be submitted to the Planning Commission for final approval.
4. After receiving final approval by the Planning Commission, the original and one copy of the final plat shall be presented to the Board of County Commissioners for its acceptance of the areas dedicated to public use.
5. Following acceptance by the Board of County Commissioners, the final plat as approved shall be legally recorded in compliance with State Statutes.

FOR PURPOSES OF THIS RESOLUTION, THE TERM "PLANNING COMMISSION" SHALL REFER TO THE APPROPRIATE DISTRICT PLANNING COMMISSION WHERE SUCH DISTRICT PLANNING AREA HAS BEEN LEGALLY CONSTITUTED: IN ALL OTHER AREAS THE TERM "PLANNING COMMISSION" SHALL REFER TO THE MESA COUNTY PLANNING COMMISSION.

SECTION FIVE---DEFINITIONS

For the purpose of this resolution, certain words and phrases used herein are defined as follows;

1. "Alley"---A public or private way with less width than a street and designed for special access to the rear of the building.
2. "Easement"---A grant of the right to use a strip of land for specific purposes.
3. "Lot"---A parcel of land intended as a unit for transfer of ownership or for development.
4. "Street"---A public way for sidewalk, roadway, and utility installations, being the entire width from lot line to lot line, and including the terms "Road", "Highway", "Land", "Place", "Avenue", or other similar designations.
5. "Subdivider"---A person, persons, or corporation dividing or proposing to divide land to be sold or used as a lot as defined above.
6. "Subdivision"---The division of any tract or parcel of land into two or more lots of 5 acres or less in size for the purpose (whether immediate or future) of transfer of ownership or for building development or for street use.

SECTION SIX---PUBLIC STREETS

Acceptance of streets on a subdivision plat by the County of Mesa shall be for purposes of legal description and for building purposes as outlined in the following paragraph and not for automatic maintenance services. Such maintenance shall be provided only after streets have been improved by the Subdivider of subsequent land owners, according to County of Mesa construction standards and consequently adopted by the Board of County Commissioners as a part of the County Road system.

Certificate of true copy attached December 15, 1959 by Annie M. Dunston, County Clerk and ex-officio Clerk of the Board of County Commissioners, Mesa County, Colorado. (Mesa County, Colorado Seal).

Board of County Commissioners
of Mesa County, Colorado
to
The State

MESA COUNTY CONSOLIDATED
ZONING AREA
CERTIFIED COPY OF ORDER
Filed August 8, 1961
At 3:13 o'clock P.M.

#797472
Filed

State of Colorado, County of Mesa ss.

At a regular adjourned meeting of the Board of

County Commissioners for Mesa County, Colorado, held at the Court House in Grand Junction on Monday, the 31 day of July A.D. 1961, there were present: Arthur J. Jens, Chairman; Roe F. Saunders, Commissioner; Henry J. Tupper, Commissioner; Thomas K. Younge, County Attorney; Annie M. Dunston, Clerk; when the following proceedings, among others, were had and done, to-wit: On motion by Mr. Tupper, seconded by Mr. Saunders, with Mr. Tupper and Mr. Saunders voting "aye" and Mr. Jens voting "nay", the following resolution was adopted:

RESOLUTION

WHEREAS, on April 18, 1961, the Mesa County Planning Commission certified to the Mesa County Commissioners a comprehensive zoning resolution concerning all property within the unincorporated areas of Mesa County except the property included in Crestridge and Fruitvale Planning Districts and

WHEREAS, The Redlands Zoning District, the Fruitridge Planning District, and the West Orchard Mesa Planning District, have submitted resolutions to the Board of County Commissioners requesting dissolution and

WHEREAS, notice of the public hearing hereinafter described, was published in the Daily Sentinel a newspaper of general circulation in Mesa County, on April 29th, 1961, being a date more than 30 days prior to the public hearing and

WHEREAS, a copy of said zoning resolution, together with all maps pertaining thereto were available for inspection by the public in the office of the Mesa County Planning Commission subsequent to said publication and

WHEREAS, a public hearing by the Board of County Commissioners was held June 2nd, 1961, from the hour of 9:00 A.M. until the hour of 5:00 P.M. at which hearing numerous opponents and proponents of said Mesa County Zoning Resolution were heard and numerous resolutions, petitions and other written documents were submitted to the Board of County Commissioners and

AFTER considering the evidence presented and after independent investigation by the commission, the Board of County Commissioners of Mesa County, finds as follows: That the best interest of all citizens in Mesa County will be served by the adoption of a comprehensive Mesa County Zoning Resolution.

NOW, THEREFORE, FOR THE PURPOSE OF PROMOTING THE PUBLIC HEALTH, SAFETY, MORALS AND GENERAL WELFARE OF THE COUNTY: REGULATING AND RESTRICTING THE USE OF LAND, THE USE AND LOCATIONS OF BUILDINGS AND STRUCTURES: THE SIZE, HEIGHT, AND BULK OF BUILDINGS AND STRUCTURES: GOVERNING THE AREA OF YARDS, COURTS AND PLACES SURROUNDING BUILDINGS AND STRUCTURES: CONTROLLING THE DENSITY OF POPULATION: DIVIDING THE ZONED AREA INTO DISTRICTS FOR ZONING PURPOSES: ADOPTING A MAP OF SAID AREAS AND ZONING DISTRICTS THEREIN, SHOWING BOUNDARIES AND THE CLASSIFICATION OF SUCH DISTRICTS: ESTABLISHING A BOARD OF ADJUSTMENT AND APPEAL PROCEDURES: PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT AND AMENDMENT OF SAID ZONING PROVISIONS; DEFINING CERTAIN TERMS USED HEREIN AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS; AND REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA THAT ALL OF THE UNINCORPORATED AREAS WITHIN THE COUNTY OF MESA, STATE OF COLORADO, EXCEPT THE AREAS IN CRESTRIDGE AND FRUITVALE PLANNING DISTRICTS SHALL BE KNOWN AS "MESA COUNTY CONSOLIDATED ZONING AREA" AND THE FOLLOWING REGULATIONS, RESTRICTIONS, AND PROVISIONS SHALL APPLY THERETO:

(Here follows list of classifications for districts, General Procedure, Board of Adjustment & Appeals)

Amendments to the text and map of this resolution shall be in accordance with the laws of the State of Colorado.

REPEALS AND ENACTMENT

Repeals---All resolutions of portions thereof of the Board of County Commissioners of Mesa County, inconsistent herewith are hereby repealed to the extent of such inconsistency. In particular, but not by way of limitation, all inconsistent portions of the following resolutions are hereby repealed; Fruitridge Planning District, West Orchard Mesa Planning District, Redlands Zoning District, Clifton Bridge Planning District, Palisade Planning District, West Central Orchard Mesa Planning District, Central Orchard Mesa Planning District, South Clifton Planning District.

Certificate of true copy of Order attached August 8, 1961 by Annie M. Dunston, County Clerk and ex-officio Clerk of the Board of County Commissioners, Mesa County, Colorado.
(Mesa County, Colorado, Seal)

THE UTE WATER CONSERVANCY
DISTRICT, MESA COUNTY,
COLORADO.

CERTIFICATE OF ELECTION
Filed Sept. 15, 1961
At 10:30 o'clock A. M.

#799968
Filed

Fred J. Simpson and Levi P. Morse, Chairman
and Secretary of the Board of Directors of

the Ute Water Conservancy District (Corporate Seal) at a special meeting of said District held on September 7, 1961, certify that an election was legally held on August 29, 1961 for the purpose of voting on (1) Should the Ute Water Conservancy District incur an indebtedness in the amount of \$11,850,000.00 for the purpose of providing funds to defray in part the cost of acquiring a source of water supply, waterworks and other related improvements - - ? (2) Shall the Board of Directors of the Ute Water Conservancy District be authorized to levy annually a tax against all the taxable property in the District of not more than 1 mill on each dollar of assessed valuation of taxable property within the District prior to delivery of water - - and thereafter not to exceed 2 mills on each dollar of assessed valuation, to supply funds for paying the cost of construction, operating and maintaining the works of said District, including the amount of its bonded indebtedness?

That the results of the election were certified by the Boards of Election conducting said election and found that 2,074 valid ballots were cast on question one, 1934 ballots "for" and 137 ballots "against" and 3 defective ballots. There were 2,074 valid ballots cast on question two, 1807 ballots "for" and 216 ballots "against" and 51 defective ballots. That by said election the Board of Directors of the Ute Water Conservancy District is authorized to issue bonds and to levy annually a tax for the purposes set forth in said questions.

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UTE WATER CONSERVANCY
DISTRICT, COUNTY OF MESA,
STATE OF COLORADO.

NOTICE OF SPECIAL MEETING:
ACKNOWLEDGMENT OF NOTICE AND
CONSENT: and RESOLUTION
Dated October 30, 1961
Filed October 31, 1961
At 10:10 o'clock A. M.

#802733
Filed

The Board of Directors of the Ute Water Conservancy District, met in Special session, at 1025 North Fourth Street, Grand Junction, Colorado, on Monday, October 30, 1961, at the hour of 7:30 o'clock P. M. There was a quorum present at said meeting. Director Baker introduced and moved the adoption of the following resolution; Seconded by Director Eaton and passed.

RESOLUTION

Here follows the resolution relative to election in the District, August 29, 1961, First Question - Bonded Indebtedness; Second Question - Authorization to raise mill levy to statutory maximum.

WHEREAS, the returns of said election have heretofore been duly canvassed and the results thereof duly declared; and

WHEREAS, the District has heretofore issued none of said bonds; and

WHEREAS, the District now desires to authorize the issuance, in principal amount of \$50,000.00 of a portion of the water conservancy bonds authorized at said election;

ORDERED - -

Section 1. - - the acceptance of the proposal for the purchase of \$50,000.00 of said water conservancy bonds submitted by Bosworth, Sullivan & Company, Inc.

Section 2. - - the Board of Directors of the Ute Water Conservancy District, shall issue its negotiable, coupon, Water Conservancy Bonds, Series November 1, 1961, aggregate amount of \$50,000.00 dated November 1, 1961, 50 bonds in denomination of \$1,000.00 bearing interest at $4\frac{1}{2}\%$ - - interest payments dated May 1, and November 1, beginning May 1, 1962; maturing 1971, - - payable at Fruita State Bank, Fruita, Colorado. (Secs. 3 to 14 inclusive follows.)

True Copy Certificate signed October 31, 1961, by Levi P. Morse, Secretary. (Seal)

-o---o---o-

HERBERT G. DOWESS

RESOLUTION
Filed Oct. 18, 1963
At 4:30 o'clock P. M.

#850894
Filed

56

STATE OF COLORADO)
(ss.
COUNTY OF M E S A)

At a regular adjourned meeting of the Board of County Commissioners for Mesa County, Colorado, held at the Court House in Grand Junction, on Monday, the 5th day of August, A. D. 1963, there were present: Henry J. Tupper, Chairman, Arthur J. Jens, Commissioner, Roe F. Saunders, Commissioner, Thomas K. Young, County Attorney, Annie M. Dunston, Clerk; when the following proceedings, among others, were had and done, to-wit:

Hearing was had on the proposed changes to be adopted in the Subdivision regulations. It was moved by Roe Saunders, seconded by Arthur Jens and carried, that the following resolution be adopted:

RESOLUTION

At a regular meeting of the Board of County Commissioners, County of Mesa, State of Colorado, held Aug. 5, 1963, upon motion by Roe Saunders, seconded by Arthur Jens and unanimously carried, the following resolution was adopted:

RESOLVED that the Subdivision regulations of Mesa County, Colorado, be amended as follows:

1. "Before dividing any tract of land within the unincorporated territory within Mesa County into two or more tracts or parcels, any one of which is less than 5 acres in size, the owner thereof shall subdivide said property by means of a recorded plat in accordance with the procedures and requirements thereof, and of Colorado Revised Statutes, 153, 106-2-9, as amended. In achieving such subdivision, the following procedure shall be allowed:

Section I.

PROCEDURE

-----A waiver of compliance with these regulations may be made by the Board of County Commissioners for division of land into two tracts either of which is less than 5 acres in size, if said tracts are adequately served by roads and utilities or adequate provisions are made thereof, and said tracts comply with the zoning regulations. A request for such a waiver shall be submitted to and acted upon by the Mesa County Planning Commission before submission to the Board of County Commissioners.-----"

STATE OF COLORADO)
(ss.
COUNTY OF M E S A)

I, Annie M. Dunston, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the annexed and foregoing Order is truly copied from the Records of the proceedings of the Board of County Commissioners for said Mesa County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Grand Junction, this 17th day of October, A. D. 1963.
/s/ Annie M. Dunston, County Clerk. (Mesa County Seal)

-o---o---o-

THIS DEED, Made this 13th day of August in the year of our Lord one thousand nine hundred and sixty-four between

HERBERT G. DeWEESE

of the County of Mesa and State of Colorado, of the first part, and HERBERT G. DeWEESE, WAYNE DeWEESE and HERBERT F. DeWEESE, as joint tenants and not as tenants in common, with full rights of survivorship,

of the County of Mesa and State of Colorado, of the second part;

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations-----~~phylaxs/~~

to the said part y of the first part in hand paid by the said part ies of the second part, the receipt whereof is hereby confessed and acknowledged ha S granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part ies of the second part theirs and assigns forever, all the following described lot s or parcels of land, situate, lying and being in the County of Mesa and State of Colorado, to-wit:

Tract I:
Lot 21 in Block 3, Lots 22 and 23 in Block 7, the North 55 feet of Lot 14 in Block 16, all in the Town of Fruita, Colorado; Also the South 50 feet of the North 230 feet of the E $\frac{1}{2}$ of Tract 38 of Orchard Subdivision to the Town of Fruita, Colorado, in Section 17, Township 1 North, Range 2 West, Ute Meridian.

Tract II:
Lots 27 and 28 in Block 25 in the City of Grand Junction, Colorado.

Tract III:
That part of the S $\frac{1}{4}$ of Section 31, Township 1 North, Range 2 West lying South of the D. & R. G. Western Railway and also that part of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 36 in Township 1 North, Range 1 West, lying South of the D. & R. G. W. Railway and North of the right of way of the U. S. Interstate Highway as now surveyed, and also that part of the W $\frac{1}{4}$ of Section 6, Township 1 South, Range 1 West, U.M., lying North of the Colorado River, and also all other real estate and interests therein owned by the Grantor and situate in Section 31, Township 1 North, Range 2 West, Sections 6 and 36 in Township 1 North, Range 1 West.

Tract IV:
That part of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 36, Township 1 North, Range 2 West lying South and West of the D. & R. U. W. Railway and North and West of the right of way of the U. S. Interstate Highway.

121617
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#873088 Page 379 Book 873
Time 4:10
AUG 26 1964

Tract V:

The West 72.5 feet of the W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Township 1 South, Range 1 East, U.M., except the South 40 feet thereof.

Tract VI:

Lots 1 and 4 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 11 South, Range 101 West, 6th P.M.

Tract VII.

The East 15 feet of Lot 9 and the West 45 feet of Lot 10 in Elm ~~///~~ Avenue Subdivision in the City of Grand Junction, Colorado, except the South 4 feet of said lots.

No. 57
Cont.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, 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, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto Herbert G. DeWeese, Wayne DeWeese and Herbert F. DeWeese the said part ies of the second part their heirs and assigns forever.

And the said Herbert G. DeWeese

part y of the first part,

for him self his heirs, executors and administrators, do es covenant, grant, bargain and agree to and with the said part ies of the second part, their heirs and assigns, that at the time of the ensembling and delivery of these presents is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and ha s good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever.

Subject to the 1964 taxes and subsequent taxes,

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
..... [SEAL]
Herbert G. DeWeese
..... [SEAL]
..... [SEAL]
..... [SEAL]

lo. 57
ont.

STATUTORY ACKNOWLEDGMENT, SESSION 1927

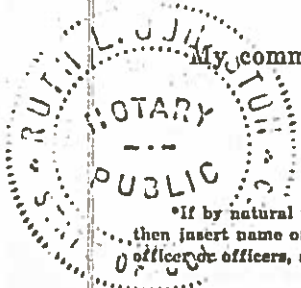
STATE OF COLORADO, }
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 13th day of August, 1964, by* Herbert G. DeWeese

Witness my hand and official seal.

My commission expires March 11, 1965

Ruth L. Johnston
Notary Public.



*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact, or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

UTE WATER CONSERVANCY DISTRICT
MESA COUNTY, COLORADO.

RESOLUTION
Filed October 30, 1964
At 4:41 o'clock P.M.

#877566
Filed

County of Mesa and State of Colorado, met in regular session at 1025 North Fourth Street, Grand Junction, Colorado, on Wednesday, the 28th day of October, 1964, at the hour of 8:00 o'clock p.m. There were present at said meeting the following Directors, constituting a quorum: Present:

Chairman: Fred J. Simpson.

Secretary: Levi P. Morse.

Other Directors: Lawrence Aubert, W.J. Baker, Frank A. Beede, Fred Hulburt, Kenneth M. Matchett, Bobby J. White.

Absent: L.O. Halvorson, Merle Motz, Harold Mogensen, R.R. Weimer, John Brophy constituting all the members thereof.

There were also present:

Manager: Riney F. Wilbert.

Attorney: Albin Anderson.

Engineer: Richard J. Mandeville.

Thereupon Director W.J. Baker introduced and moved the adoption of the following resolution, which was thereupon read in full and is as follows:

RESOLUTION

A RESOLUTION CONCERNING THE AUTHORIZATION, SALE, AND ISSUANCE BY THE UTE WATER CONSERVANCY DISTRICT, COLORADO, OF THE DISTRICT'S NEGOTIABLE, SERIAL, COUPON BONDS DESIGNATED AS " THE UTE WATER CONSERVANCY DISTRICT, MESA COUNTY, COLORADO, GENERAL OBLIGATION (LIMITED TAX) AND REVENUE WATER CONSERVANCY BONDS, SERIES JULY 1, 1963," IN THE PRINCIPAL AMOUNT OF \$9,200,000.00, TO DEFRAY IN PART THE COST OF ACQUIRING, CONSTRUCTING, AND COMPLETING A SOURCE OF WATER SUPPLY, WATERWORKS, AND OTHER RELATED IMPROVEMENTS AND FACILITIES TO SUPPLY WATER TO PUBLIC CORPORATIONS, PERSONS, MUTUAL DITCH COMPANIES, WATER USERS' ASSOCIATIONS, AND OTHER PRIVATE CORPORATIONS FOR IRRIGATION, DOMESTIC, OR COMMERCIAL USE; DIRECTING THAT THE DISTRICT SHALL EFFECT SUCH PURPOSE; PROVIDING THE FORM, TERMS, AND CONDITIONS OF SAID BONDS, THE MANNER AND TERMS OF THEIR ISSUANCE, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING SUCH, THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH: PROVIDING FOR THE LEVY AND COLLECTION OF GENERAL (AD VALORUM) TAXES FOR THE PAYMENT OF SAID BONDS; ADDITIONALLY SECURING THE PAYMENT OF SAID BONDS BY PLEDGING THE NET INCOME OF SAID WATER SYSTEM THEREFOR; PROVIDING FOR THE DISPOSITION OF INCOME DERIVED FROM THE OPERATION OF SAID WATER SYSTEM: PROVIDING COVENANTS, AGREEMENTS, AND OTHER DETAILS AND MAKING OTHER PROVISIONS CONCERNING SAID TAXES, SAID INCOME, SAID WATER SYSTEM, SAID BONDS, THE REVENUES PLEDGED FOR THEIR PAYMENT, AND THE ISSUANCE OF ADDITIONAL BONDS PAYABLE FROM SAID REVENUES; RATIFYING ACTION PREVIOUSLY TAKEN TOWARD ISSUING SAID BONDS AND TOWARD EFFECTING THE PURPOSE OF THEIR ISSUANCE; AND BY DECLARING AN EMERGENCY, PROVIDING THE EFFECTIVE DATE HEREOF.

36 686
367 134

GRAND JUNCTION, COLORADO
SE QUAD. I-70 & Horizon Drive

LEASE

BOOK 880 PAGE 876

FORM G77A 3-63-5M

Agreement dated the 3rd day of December, 1964, by and between

NATHAN P. FEINSTEIN, 1635 Marion, Denver, Colorado

(lessor) and TEXACO INC., a Delaware corporation, having a place of business at 1570 Grant Street,
Denver, Colorado (lessee).

(1)—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the

~~BOOK~~ _____, County of Mesa
State of Colorado, described as follows:

A tract of land in the Southeast Quadrant of Interstate Highway #70 and Horizon Drive lying in W $\frac{1}{2}$, E $\frac{1}{2}$, NW $\frac{1}{2}$, SE $\frac{1}{2}$, Section 36, Township 1N, Range 1W, Ute Mer., Mesa County, Colorado, having a frontage of 134.15 feet on Horizon Drive and a depth of 313.39 feet along Interstate Highway #70, legally described as follows:

Beginning at the SWC No. 1, whence the SWC of the NW $\frac{1}{2}$, SE $\frac{1}{2}$ of Section 36, T 1 N, R 1 W of the Ute Meridian bears West 659.44 ft., thence East 329.72 ft. to the SEC No. 2, thence N 0° 02' E 83.42 ft. to the NEC No. 3, thence N 45° 50' W 313.39 ft. to the North Corner No. 4, thence S 51° 25' W 134.15 ft. to the NWC No. 5, thence S 0° 02' W 217.83 ft. to Cor. No. 1, the point of beginning. This tract contains an area of 1.62 A., more or less.

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises.

(2)—Term. TO HAVE AND TO HOLD for the term of Fifteen (15) years,
from and after the date certain improvements hereinafter provided for are completed by
lessor and accepted by Lessee which date shall at such time be established in writing.

(3)—Rental. Lessee agrees to pay the following rent for said premises:—
Seven Hundred Ninety-Five and no/100 (\$795.00) Dollars per month, payable
monthly in advance.

Provided, however, that no rental shall accrue or become due until such time as a suitable service station, according to lessee's plans and specifications, shall have been (a) constructed upon the demised premises by the lessor as hereinafter provided, and (b) completed, equipped and delivered to lessee for the transaction of lessee's business.

Lessee agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Division Sales Manager of the lessee, at its place of business as shown in this lease, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rental.

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Time 9:30 Book 880 Page 876 #887960
State of Colorado Recorded at 9:30
County of Mesa J.S.S. Reception No. 887960

59
10 o'clock A.M. March 19 1965
Fannie M. Dickinson Recorder

MAR 19 1965

(4)—Maintenance. (a) During the term of this lease, lessee shall at lessee's expense make minor repairs to said premises, buildings and improvements, including repairs to plumbing, heating equipment, electrical wiring and fixtures, and replace broken windows, provided the aggregate cost of all repairs and/or replacement of windows required at any one time does not exceed \$50.00. Lessee agrees to paint the buildings and improvements whenever it deems such painting necessary.

(b) Lessor agrees at lessor's expense to make all other repairs to the said premises, buildings and improvements, equipment and fixtures furnished by lessor, and to keep the same in good repair during the term of this lease, as well as to replace any equipment furnished by lessor which becomes worn-out or damaged and cannot in the opinion of lessee, be placed in first-class condition by reasonable repairs. In event lessor shall fail promptly to make repairs or replacements as provided for herein, lessee is authorized to make the necessary repairs or replacements and to apply accruing rentals to reimburse itself for such expenditures.

(c) Lessor further agrees that in the event any structures on said premises are damaged or destroyed, lessor shall notify lessee within twenty (20) days from the date of such destruction or damage whether or not lessor intends to restore the premises to their former condition and if lessor so elects to restore the premises to their former condition, lessor shall replace within one hundred twenty (120) days any such structures damaged or destroyed. If lessor fails to notify lessee within said twenty (20) day period or notifies lessee that lessor does not intend to restore the premises, or fails to restore the same, lessee at its election may immediately terminate the lease effective as of the date the damage or destruction occurred, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding itself and have the right to apply accruing rentals to reimburse itself for the principal expenditure, together with interest at six per cent. If prior to and/or during the time the premises are undergoing repairs the use thereof by lessee is materially interfered with, the rent accruing during such period or periods shall abate.

(5)—Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all buildings, and improvements, fixtures, equipment and other property owned by lessee or placed on said premises by lessee during the term of this or any previous lease or any extension or renewal thereof.

(6)—Lessee's Right of Termination. Should the business of distributing petroleum products on the whole or any part of said premises be prevented due to any law, ordinance or regulation by any public authority or due to any restriction on said premises and said restriction not be removed within ninety (90) days from the date thereof, then, in either of such events, Lessee may terminate this lease upon giving Lessor thirty (30) days written notice of termination, in which event Lessee shall be relieved of all obligations under this lease, including all liability for rent from the date the conduct of such business was so prevented. If, during the term of this lease, a part only of said premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of the lessee, is not suitable for its purpose, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(7)—Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8)—Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(8) continued -

Lessee agrees to reimburse Lessor for the amount of any general tax increase (excluding special assessments) assessed upon the land and improvements for any term or period, or renewal hereof over and above those taxes assessed against the property for the year in which the assessments on the land and improvements provided for herein is established, which year shall be considered as the base year and shall be the year of the first full tax assessment after the completion of the above-mentioned improvements, and a proper pro-rata part of any such general tax increase falling partly within said term or renewal period. Said reimbursement shall be made within 30 days after presentation by Lessor to Lessee of receipted tax bills evidencing the said tax increases and payment in full thereof.

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(b) Construction of Service Station. Lessor hereby covenants and agrees to:

- (a) Furnish lessee at lessor's expense, line and grade survey of the demised premises, prepared by a registered surveyor and in conformity with the requirements of lessee's construction department.
- (b) Construct or cause to be constructed upon the premises herein demised, for use of the lessee, a modern service station which will be completed in accordance with the following plans and specifications furnished by lessee at its convenience:

TITLE	NUMBER
Specifications	
General Arrangement	DE-3134
Building	2 Bay, Type "P" with extended canopy
Building Details	
Heating Unit	
Coal Box	
Fence	
Service Station Signs	
Concrete Curb, Concrete Approaches and Driveways	asphalt

(c) Lessee will furnish and retain title to and lessor will install:

3	Island Light Poles and Lights
2	Flood Lights
2	Flood Light Standards
4	Fire Extinguishers
4	Gasoline Pumps
4	6,000 Gallon Underground Tanks
4	Gallon Lubricating Outfits
4	Air and Water Stands Coxwells, air only
2	Automobile Lift(s)
1	Air Compressor 3 HP Capacity
2	WXXXXXXXXXXXX Selloil Cabinets
2	XXXXXXXXXXXX 1/3 HP Submerged Pumps
1	Banjo Sign Poles, Sign and Floodlights
	Power Lubricating Units
1	Waste Oil Tanks
1	8' Module Sign
1	3' x 18' Double Face Canopy Sign

(d) Lessee will furnish and retain title to and Lessee will install:

1 Set Letters, Stars and Bands

In event of lessor's failure to construct or complete service station as herein provided within 180 days after the delivery by lessee to lessor of this lease, duly approved and signed, and plans and specifications as above provided, the lessee may, at its election, either terminate the lease on thirty days' notice to lessor or construct or complete said service station at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for principal expenditure together with interest at six per cent.

Lessor may enter upon the demised premises for the purpose of performing the obligations herein provided, and shall procure, either in lessor's or lessee's name, any and all permits required under existing laws for the construction and/or operation of service station on the demised premises and, upon demand of lessee, shall assign and transfer said permits to lessee in proper form, meeting all requirements of law.

(9) (e) -

It is contemplated that the total cost of construction of said Service Station to the Lessor will not exceed \$57,000.00. Nevertheless, in the event the total cost exceeds the proposed sum of \$57,000.00, the rent herein obligated for shall be increased at a sum equivalent to 1% of such excess per month. Lessee is granted, at its option, the right to modify the plans and specifications to reduce the cost to the contemplated \$57,000.00.

(9) (f) -

It is understood that the improvements to be installed by the Lessor herein on the present demised premises is under and by virtue of a "Land Lease" wherein the Lessor herein is himself a Lessee, and said "Land lease" shall become operative and effective in favor of the Lessor herein upon appropriate Court approval.

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 [Signature]

BOOK 880 PAGE 879

(10)—Options to Purchase. Lessor hereby grants to lessee the exclusive right, at lessee's option, to purchase the demised premises, together with all structures, improvements, and equipment thereon, free and clear of all liens and encumbrances (including leases which were not on the premises at the date of this lease) at any time during the term of this lease or any extension or renewal thereof, after

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during (a) for the sum of One Hundred Thousand Dollars (\$100,000.00) subject to Lessor acquiring title to the described land ~~it being~~

understood that if any part of said premises be condemned, the amount of damages awarded to or accepted by lessor as a result thereof shall be deducted from said sum; (b) on the same terms and at the same price as any bona fide offer for said premises received by lessor and which offer lessor desires to accept. Upon receipt of a bona fide offer, and each time any such offer is received, lessor shall immediately notify lessee in writing of the full details of such offer, including the name and address of the offeror, whereupon lessee shall have thirty (30) days after receipt of such notice in which to elect to exercise lessee's prior right to purchase. No sale of or transfer of title to said premises shall be binding on lessee unless and until the foregoing requirements are fully complied with. If lessee elects to exercise lessee's prior right to purchase pursuant to any such bona fide offer, it is agreed that the terms and conditions set forth in the next to the last paragraph hereof shall govern such purchase.

Each such option herein granted shall be independent of the other, shall be pre-emptive and continuing, and shall be binding upon lessor, lessor's heirs, devisees, legal representatives, successors and assigns. The election by lessee not to purchase said premises in the case of any bona fide offer referred to in (b) above shall not terminate or in any wise affect either of such options but each shall thereafter continue unaffected as set forth in this paragraph.

Upon receipt of lessee's notice of election to exercise either of the options granted herein, which notice shall be given in accordance with the Notice Clause of this lease, lessor shall immediately deliver to lessee, at lessor's expense, a complete abstract of title or other evidence of title satisfactory to lessee, and shall also furnish, at lessor's expense, an up-to-date survey by a licensed or registered professional engineer or surveyor showing elevation of property and corners marked with concrete monuments, upon receipt of which the lessee shall have a reasonable time in which to examine title, and upon completion of such examination, if title is found satisfactory, and upon tender of the purchase price to lessor, lessor shall promptly deliver to lessee a good and sufficient Warranty Deed conveying the premises to lessee free and clear of all encumbrances (including, but without limiting, any rights of dower or curtesy). All rentals and taxes shall be prorated between grantor and grantee to the date of delivery of the aforesaid deed.

Lessee's notice of election to purchase pursuant to either of the options granted in this clause shall be sufficient if deposited in the mail addressed to lessor or if sent by telegram at or before midnight of the day on which the option period expires.

(11)—Application of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee as authorized hereunder, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a) completely reimburse itself for such expenditures and (b) pay any other indebtedness of lessor to lessee, together with interest at six per cent.

(12)—Option to Extend Term. (a) The lessor hereby grants to lessee the right and option to extend this lease for a period of five (5) years under the same terms and conditions as contained herein, and (b) a second period of five (5) years under the same terms and conditions as contained herein, and (c) for a third period of five (5) years under the same terms and conditions except for this option.

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Lessee shall notify lessor in writing of its election to extend this lease sixty (60) days prior to the date of the expiration of the term of this lease and notice thereof shall be deemed sufficient if given in the manner hereinafter provided.

(b) If at any time during the term of this lease or any extension or renewal thereof, lessor shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the present demised term or any extension or renewal thereof, and lessor desires to accept such offer, lessor shall immediately submit to lessee a written copy of such offer with a full disclosure of all terms and provisions thereof and lessee shall have thirty (30) days after receipt thereof in which to elect to lease said premises upon the same terms and provisions contained in such offer.

(c) In the event lessee is granted an option to extend under the provisions of paragraph (12) (a), it is agreed that if lessee does not in any instance elect to lease said premises in accordance with the provisions of paragraph (12) (b), such failure shall in no way limit or affect lessee's right and option to extend this lease as provided in paragraph (12) (a).

12. (a) continued

And further, upon receipt of each notice of Lessee's exercise of option to renew as above provided, Lessor shall exercise Lessor's options to renew as contained in clause 25 of that lease dated March 5, 1965 by and between Mary Broderick and Marvin A. Ziegler, Conservator for the Estate of Mary Broderick, covering the leased property.

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BOOK 820 PAGE 880

(13)—Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee shall hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(14)—Assignment and Sub-letting. Lessor consents that lessee may assign or sub-let the premises, provided that lessee shall remain liable to lessor for the performance of all the terms hereof.

(15)—Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if sent by telegraph, or if placed in the United States mails addressed to the lessor at the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessee's place of business as shown in this lease.

(16)—Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon lessee unless and until lessee has been furnished either the original instrument evidencing such transfer, or assignment, or a true copy thereof.

(17)—Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.

(18)—Entirety of Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

(19)—Approval and Signing by Lessee. This agreement shall not be binding on Texaco Inc. until approved and signed on its behalf by a duly authorized officer or employe. Commencement of performance hereunder prior to such approval and signing shall in no case be construed as a waiver by Texaco Inc. of the foregoing requirement.

(20) Lessee shall in consideration of \$100.00, payment of which is hereby receipted for, have until ~~February~~ 18, 1965 to accept or reject this agreement by giving written notice to Lessor.

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IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written

Nathan P. Feinstein (Seal)
Nathan P. Feinstein

_____ (Seal)

_____ (Seal)

_____ (Seal)

(Lessor)

TEXACO INC. (Lessee)

By *J.M. Mahon*
Vice President

Witness: _____

Witness: _____

Attest: _____



Approved as to Terms *J.M. Mahon* Description *1/2 Acre* Form *Standard*
(For Acknowledgments see reverse side)

(Acknowledgments)

LESSOR'S SOCIAL SECURITY OR TAX ACCOUNT IDENTIFICATION NO. 521-46-5345

No. 59
Cont.

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) SS

The foregoing instrument was acknowledged before me this 9th day of December, 1964, by Nathan P. Feinstein.

Witness my hand and official seal.

My notarial commission expires May 17, 1966.

Anna R. Spano
Notary Public

887960

Handwritten signature/initials

STATE OF COLORADO)
County of DENVER)
I hereby certify that this instrument was
Filed for record

MAR 19 1965

At _____ M and recorded
in Book _____ Page 876
ANNIE M. DUNSTON, County Clerk & Recorder
By _____ Deputy

Handwritten notes:
January 1965
Copied
Nathan P. Feinstein

145962

60

4057

Time 11:50

FEB 21 1967

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)

CURRIER, Bruce C.
2760 H Road, Rt. #5
Grand Junction, Colorado 81501

2. Secured Party(ies) and address(es)

RIFLE PRODUCTION CREDIT
ASSOCIATION
101 W. 3RD ST.
RIFLE, COLORADO 81650

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

STATE OF COLORADO }
County of MESA } ss
I hereby certify that this instrument was
Filed for record. 4057

FEB 21 1967

at 11:50 a.m.

EMILE E. DUNSTON, County Clerk & Recorder

Deputy

No. of additional sheets presented:

4. This financing statement covers the following types (or items) of property:

Crops: Annual and perennial crops of whatever kind and description which are now growing or are hereafter planted, grown and produced.

Livestock: Livestock of every kind and description whether or not marked or branded.

Equipment: Farm and ranch machinery and equipment of every kind and description.

Farm Products and Feed: Grain, processed and unprocessed feed and harvested crops.

--"On land leased or belonging to Bruce C. Currier 5 miles North of Grand Junction."

Check if covered

Proceeds of Collateral are also covered

Products of Collateral are also covered

Crops are covered

Fixtures are covered

RIFLE PRODUCTION CREDIT ASSOCIATION

Bruce C. Currier

Bruce C. Currier

Signature(s) of Debtor(s)

Bruce C. Currier

Signature(s) of Secured Party(ies)

Sec. Treas.

Form approved by the Secretary of State and the County Clerks and Records Association

COLORADO BAR ASSOCIATION STANDARD FORM 1—UNIFORM COMMERCIAL CODE (1966)

(1) Filing Officer Copy—Alphabetical

Original

BOOK 904 PAGE 760 2436-
Contract No. 14-06-400-4600

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT 8:10 O'CLOCK M. Feb. 2, 1967
RECEPTION NO. 930880 ANNIE M. DUNSTON, RECORDER

I 70-1(3)24

dist 3

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

CONTRACT AND GRANT OF EASEMENT
FOR INTERSTATE HIGHWAY NO. I-70-1(3)24 CROSSINGS OF
CANALS, LATERALS AND DITCHES OF THE GRAND VALLEY PROJECT, COLORADO

THIS CONTRACT and grant of perpetual easement, made and entered into this 21st day of December, 1966, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary thereto, commonly known and referred to as the Reclamation Laws, between the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, herein called the United States, represented by the officer executing this agreement, and the DEPARTMENT OF HIGHWAYS, State of Colorado, herein called the Department, represented by the Chief Engineer of said Department,

WITNESSETH, That:

1. In consideration of the mutual agreements and covenants herein contained, but without cash consideration, the United States does hereby grant to the Department, its successors and assigns, perpetual easements to construct, operate and maintain Interstate Highway No. I-70-1(3)24, herein called the Highway, on, over, and across Canals, laterals, ditches, drains and appurtenant structures of the Grand Valley Project and to cross, relocate, and alter such structures as may be necessary. The canal rights-of-way involved in said crossings were reserved to the United States pursuant to the Act of August 30, 1890, and are utilized in connection with the Grand Valley Project in the county of Mesa, State of Colorado. Said easements are more particularly described as follows:

145379

61

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Book 904

Time 8:10

FEB 2 1967

No. 61
Cont.

A tract of land containing 0.141 acres, more or less, in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 1 North, Range 1 West, Ute Meridian, in Mesa County, Colorado, said tract being more particularly described as follows:

Beginning at a point 60 feet right of the Grand Valley Irrigation Company Canal at Station 8+79.83, said point being North 34° 53' 24" West 4,018.1 feet from the Southeast Corner of said Section 34; thence South 25° 15' East a distance of 114.9 feet; thence South 64° 45' West a distance of 49.0 feet; thence North 25° 15' West a distance of 124.9 feet; thence North 64° 45' East a distance of 49.0 feet; thence South 25° 15' East a distance of 10.0 feet, more or less, to the point of beginning; Also,

A strip of land containing 1.853 acres, more or less, in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the E $\frac{1}{2}$ of the NW $\frac{1}{4}$, and SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 1 North, Range 1 West, Ute Meridian, in Mesa County, Colorado, said strip of land being 40.0 feet wide, 20.0 feet on each side of the following-described center-line:

Beginning at a point on the Southerly Highway right-of-way line which lies North 80° 03' West a distance of 1,601.0 feet from the center of said Section 35; thence North 68° 47' East a distance of 263.2 feet; thence North 89° 08' East along the arc of a 300.0 foot spiral to the left having a Theta angle of 3°, a distance of 68.4 feet; thence along the centerline arc of a curve to the left having a radius of 2,865.0 feet a distance of 800.0 feet (the chord of this arc bears North 80° 32' East a distance of 797.4 feet); thence along a spiral curve to the left having a Theta angle of 3° and a length of 300.0 (the chord of this spiral arc bears North 70° 32' East a distance of 299.9 feet); thence North 69° 32' East a distance of 125.0 feet; thence along a spiral curve to the right having a Theta angle of 7° a distance of 398.9 feet (the chord of this spiral arc bears North 71° 57' East a distance of 235.0 feet); thence North 18° 03' West a distance of 85.0 feet; thence North 25° 00' East a distance of 140.8 feet, to a point from which the center of said Section 35 bears South 10° 08' 30" West a distance of 949.4 feet; Also,

A strip of land containing 0.300 acres, more or less, in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 1 North, Range 1 West, Ute Meridian, in Mesa County, Colorado, said strip of land being 50.0 feet wide, 25.0 feet, more or less, on each side of the following-described centerline:

DESCRIPTION CERTIFIED CORRECT

BY *[Signature]* Name

Date

No. 61
Cont.

Beginning at a point 150.0 feet left of Highway Station 290+1.5 and from which the center of Section 35 bears South 33°15' West a distance of 1,156.0 feet; thence South 1°51' East a distance of 261.2 feet to a point on the Southerly Highway right-of-way line which bears North 42°18'30" East a distance of 954.2 feet from the center of said Section 35. Also,

A strip of land containing 0.802 acres, more or less, in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 1 North, Range 1 West, Ute Meridian, in Mesa County, Colorado, said strip of land being 50.0 feet wide and 25.0 feet on each side of the following-described centerline:

Beginning at a point 100.0 feet left of Highway Station 322+75.0 from which point the West Quarter corner of said Section 36 bears South 51°43' West a distance of 1,609.8 feet; thence North 88°25' West a distance of 459.2 feet; thence South 21° 35' West a distance of 239.3 feet to a point on the Southerly Highway right-of-way line, which bears North 42°18'30" East 1,064.7 feet from the West Quarter corner of said Section 36. Also,

A strip of land containing 0.288 acres, more or less, in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 1 North, Range 1 West, Ute Meridian, in Mesa County, Colorado, said strip of land being 50.0 feet wide, 25.0 feet on each side of the following-described centerline:

Beginning at a point on the Northerly Highway right-of-way line from which point the Southeast corner of said Section 36 bears South 37°12'30" East a distance of 3,776.2 feet; thence South 38°47'30" West a distance of 251.0 feet to a point on the Southerly Highway right-of-way line which bears North 40°57'30" West a distance of 3,723.4 feet from the Southeast corner of said Section 36. Also,

A strip of land containing 0.358 acres, more or less, in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 1 North, Range 1 West, Ute Meridian, in Mesa County, Colorado, said strip of land being 50.0 feet wide, 25.0 feet on each side of the following-described centerline:

Beginning at a point on the Northerly Highway right-of-way line from which point the Southeast corner of Section 36 bears South 36°47' East a distance of 3,235.7 feet; thence South 87°08'30" West a distance of 311.6 feet to a point on the Southerly Highway right-of-way line which bears South 41°07' East a distance of 3,419.4 feet to the Southeast corner of Section 36. Also,

No. 61
Cont.

A strip of land containing 0.331 acres, more or less, in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 1 North, Range 1 West, Ute Meridian, in Mesa County, Colorado, said strip of land being 50.0 feet wide, 25.0 feet on each side of the following-described centerline:

Beginning at a point on the Northerly Highway right-of-way line from which point the Southeast Corner of said Section 36 bears South 36°42'30" East a distance of 3,181.7 feet; thence South 58°57' West a distance of 288.3 feet to a point on the Southerly Highway right-of-way line which point bears North 41°49' West a distance of 3,222.9 feet from the Southeast corner of said Section 36; ALSO,

A strip of land containing 0.868 acres, more or less, in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 1 North, Range 1 West, Ute Meridian, in Mesa County, Colorado, said strip of land being 80.0 feet wide, 40.0 feet on each side of the following-described centerline:

Beginning at a point on the Northerly Highway right-of-way line from which point the Southeast Corner of Section 36 bears South 39°19'30" East a distance of 1,732.8 feet; thence South 26°30' West a distance of 286.3 feet; thence South 10°28' West a distance of 186.2 feet to a point on the Southerly Highway right-of-way line which bears North 54°25' West a distance of 1,548.7 feet from the Southeast Corner of said Section 36.

2. The Department agrees:

(a) That construction performed under this instrument shall be at the sole expense of the Department and shall be satisfactory to the United States and the Grand Valley Water Users' Association, herein called the Association, and shall be performed at such times, and in such a manner as not to interfere with the project drainage, or delivery of project irrigation or stock water.

(b) That the backfill material in and around Bureau structures shall be placed and compacted in a manner satisfactory to the United States and the Association.

No. 61
Cont.

(c) That all crossings, relocations, and alterations shall be constructed in such a manner that facilities will function or serve essentially the same as before said crossings, relocations and alterations were constructed.

(d) That said crossings, relocations, and alterations of the facilities of the United States within the Highway right-of-way will be maintained by the Department at no expense to the United States or the Association and in such a manner that there will be no interference with drainage or delivery of irrigation and stock water of the Grand Valley Project. In the event that any damage is caused, or threatened to be caused by or as a result of slides, settlement or any other disturbances causing leaks, cracking or shifting of the modified crossings, relocations, or alterations, the Department, shall at its expense, immediately repair such damages or conditions or cause the same to be immediately repaired in a manner satisfactory to the United States and the Association.

(e) That the easement hereby granted shall be held and exercised subject to the prior rights of the United States, its successors and assigns, to use or cross the lands covered by this instrument for the construction, operation and maintenance of canals, drains, ditches or other Grand Valley Project facilities without any obligation whatsoever to the Department, provided vehicles so used by the United States, its successors and assigns shall not have the right to cross or have access to the arterial traffic lanes of said Highway except at regularly established points of entry. In the event the United States, its successors or assigns build

No. 61
Cont.

any future facilities across lands covered by this instrument, for the Grand Valley Project, the plans and specifications for the facilities will be presented to the Department for review and consultation before construction of the facilities is commenced.

(f) That no substantial changes or alterations in the location of said Highway on, over, and across the facilities of the United States shall be made until application for such change shall have been submitted to and approved in writing by the officer granting this license, his successors or authorized representative.

(g) To hold the United States, its successors and assigns, harmless against all claims of every character arising out of or in connection with the construction, operation, or maintenance of those portions of said Highway subject to this instrument and agrees to release the United States, its successors and assigns from all claims for damage to the Highway which may hereafter result from the construction, operation, or maintenance of any of the works or facilities of the Grand Valley Project. This shall not be construed to include negligence or wrongful acts of the United States.

3. In the event the Highway interferes in any way with the operation, maintenance, or replacement of existing facilities of the United States on, over or across the land or interests in land acquired for the Grand Valley Project, the Department agrees to assume all responsibilities and pay all costs incident to the necessary relocation of its facilities.

4. Nonuse by the Department of the land for Highway purposes for any period of time shall work a forfeiture of this instrument and of all

No. 61
Cont.

rights of the Department hereunder. All rights granted to the Department under this instrument shall be forfeited if the Department, after 90 days written notice thereof, fails or refuses to comply with the terms hereof. Thereupon, the Department will, at the option of the United States, remove all structures within one (1) year after the date of forfeiture. The Department may forfeit its rights by giving the United States written notice addressed to the Regional Director, Bureau of Reclamation, P. O. Box 11568, Salt Lake City, Utah 84111, ninety (90) days before the effective date thereof. The Department shall also record said notice of forfeiture in the office of the County Recorder of Mesa County. In the event the Department elects to terminate this instrument, all structures shall, at the option of the United States, be removed without cost to the United States or its assigns within one (1) year after the effective date of the termination.

5. This Contract and Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; however, it shall not be assigned or otherwise transferred by the Department without the written consent of the United States.

6. This Contract and Grant of Easement supersedes that certain License Agreement, Contract No. 14-06-400-3359, dated December 2, 1963, between the parties hereto, but is effective only as against such interest as the United States may have in and to the land affected hereby.

7. This Contract and Grant of Easement shall not become effective until approved by the Grand Valley Water Users' Association.

No. 61
Cont.

8. The following provisions governing performance of work under Government contracts, as set out in Section 202 of Executive Order 11246, dated September 24, 1965, as shown on Exhibit "A", attached hereto and made a part hereof, shall be applicable to this grant, and for this purpose, the term "contract" shall be deemed to refer to this grant, and the term "contractor" shall be deemed to refer to the grantee.

9. The Department warrants that no person or selling agency has been employed or retained to solicit or secure this Contract and Grant of Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Department for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract and Grant of Easement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

11. The provisions of this Contract and Grant of Easement shall run

No. 61
Cont.

in favor of and bind the assigns of the United States and the successors
and assigns of the Department.

IN WITNESS WHEREOF, the parties hereto have caused this Contract
and Grant of Easement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By *David L. Kronsall*
Regional Director, Region 4
Bureau of Reclamation



DEPARTMENT OF HIGHWAYS

John J. Rowe
Title:

By *John J. Rowe*



(SEAL)

APPROVED *11/2/66*
[Signature]
State Purchasing Agent

Approved *11/2/66*
CON. F. SMITH
By *[Signature]*

EQUAL OPPORTUNITY

BOOK 904 PAGE 759

During the performance of this contract, the Contractor agrees as follows:

No. 61
Cont.

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.* The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

*Unless otherwise provided, the Equal Opportunity Clause is not required to be inserted in subcontracts below the second tier except for subcontracts involving the performance of 'construction work' at the 'site of construction' (as those terms are defined in the Secretary's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the Equal Opportunity Clause.

EXHIBIT A

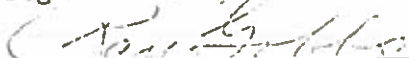
No. 61
Cont.

R E S O L U T I O N

BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the Grand Valley Water Users' Association, that the President of said Association is hereby authorized, empowered, and directed to approve, for and in behalf of the Association a contract among the United States of America and the Department of Highways of the State of Colorado; said contract supersedes Contract No. 14-06-400-3359, License Agreement for crossing Grand Valley Project facilities with the Interstate Highway I-70, dated December 2, 1963.

Certificate

I, Ray Gobbo, secretary of the Grand Valley Water Users' Association, do hereby certify that the above Resolution was adopted by the Board of Directors at their regular meeting on November 5, 1966.


Secretary, Grand Valley Water Users' Association



SHOWN FOR REFERENCE PURPOSES ONLY

TEXACO INC.
Denver, Colorado (Division Office)

EXHIBIT "B" (5 COPIES)

Gentlemen:

This will certify that the service station as provided for in the lease dated December 3, 1964 covering the New service station facilities at GRAND JUNCTION, COLORADO - I-70 & HORIZON DRIVE

_____ has been completed at a cost of FIFTY-SEVEN THOUSAND Dollars (\$ 57,000.00).

This station is ready for your occupancy and it is understood that the Fifteen (15) year term of the above mentioned lease will commence November 18, 1965. The rental as called for in the said lease will become effective as of November 18, 1965 and will be at the rate of Seven hundred, ninety-five and 00/100 Dollars (\$795.00) Per Month.

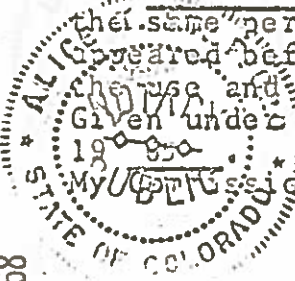
Nathan P. Feinstein
Lessor
Nathan P. Feinstein

Lessor

Lessor

STATE OF Colorado
COUNTY OF Denver

I, Alice T. Stafford, a Notary Public in and for the above named County and State, do hereby certify that Nathan P. Feinstein is, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that the signed, the use and purpose there in set forth. Given under my hand and official seal this 24th day of November, A.D.,



Alice T. Stafford
Notary Public

A. E. McAlpine ASSISTANT DIVISION SALES MANAGER-OPERATIONS
Tom Miller DIVISION SALES MANAGER OR ASSISTANT DIVISION SALES MANAGER
6-1-61

Time 3:35 Book 926 Page 529 #959254
State of Colorado) ss. Reception No. 959254
County of Mesa)
Filed at 3:35 p.m. 1964
Recorder 163588

SEP 3 1968

State of Colorado) Recorded at 3:35 o'clock P.M. August 30 1968
County of Mesa) ss. Reception No. 959256 *Ernie M. Winston* Recorder

63
Time 3:35 Book 926 Page 531 #959256

ASSIGNMENT OF LEASE

In consideration of Ten Dollars and other good and valuable consideration to NATHAN P. FEINSTEIN in hand paid, I hereby transfer, assign and set over to DAN KUBBY and CHARLES A. DELIO and Assigns my interest in that certain Lease between NATHAN P. FEINSTEIN, Lessor, and TEXACO, INC., a Delaware corporation, Lessee, dated December 3, 1964 and recorded March 19, 1965, in Book 880 at Page 876, in the office of the Clerk and Recorder, County of Mesa, State of Colorado, and the rent therein reserved.

Witness my hand and seal this 30th day of August, 1968.

Nathan P. Feinstein
Nathan P. Feinstein

STATE OF COLORADO,)
City & County of Denver) ss.



The foregoing instrument was acknowledged before me this 30th Day of August, 1968, by Nathan P. Feinstein.

My commission expires March 29, 1969. Witness my hand and official seal.

Mary L. Cox
.....
Notary Public

SEP 3 1968

177794

State of Colorado)
County of Mesa) ss.

NOV 17 1969

Recorded at 3:25 o'clock P.M.

BOOK 941 PAGE 13

Reception No. 980043

Annice M. Dunston Recorder.

64

RECORDER'S STAMP

KNOW ALL MEN BY THESE PRESENTS, That, Whereas,
 --- BRUCE C. CURRIER and WILMA M. CURRIER ---
 of Grand Junction, Colorado by their Deed of Trust
 dated the 6th day of March, 19 59,
 and duly recorded in the office of the County Clerk and Recorder
 of the County of Mesa, in the
 State of Colorado, on the 13th day of March, 19 59,
 in Book 752 at Page 182 conveyed to the Public Trustee
 in said Mesa County, certain property in said
 Deed of Trust described in trust to secure to the order of
 --- RIFLE PRODUCTION CREDIT ASSOCIATION ---
 the payment of the indebtedness mentioned therein.

AND, WHEREAS, said indebtedness has been partially paid and the purposes of said trust have
 been partially satisfied; however, nothing has been paid on Note for this
 Partial Release.

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~~ ^{Three} Dollars to me
 in hand paid, the receipt whereof is hereby acknowledged, I, as the Public Trustee
 in said Mesa County, do hereby remise, release and quit-claim unto the present owner
 or owners of the property hereinafter described and unto the heirs, successors and assigns of said owner
 or owners forever, all the right, title and interest which I, as such Public Trustee have in and
 to that part and portion of the property, set forth and described in the aforesaid Deed of Trust, described
 as follows, to wit:

NE½ of NW½ of SE½, Section 25, Tp. 1 N., R. 1 W., Ute Meridian, containing 10 acres,
 more or less.

Beginning at the SE Corner of the NE½ of the SE½ of Section 36, T. 1 N., R. 1 W. of
 the Ute Meridian, Mesa Co., Colo., from which the SE Corner of said Sec. 36 bears
 South 00°00'00" West, 1320.58 feet; Thence N. 00°00'00" East along the East line of
 said NE½ of the SE½, 514.33 feet to the Easterly right-of-way line of the U. S.
 Government Highline Canal; Thence along said Easterly right-of-way line of said U. S.
 Government Highline Canal by the following courses and distances:

Thence S. 53°45'00" West, 149.41 feet; Thence along the arc of a
 curve to the right whose radius is 766.78 feet and whose long chord
 bears S. 68°12'30" West, 382.90 feet; Thence S. 82°40'00" West, 276.58
 feet; Thence along the arc of a curve to the left whose radius is
 360.28 feet and whose long chord bears South 54°30'30" West, 340.04
 feet; Thence South 26°21'00" West, 55.90 feet to the South line of
 said NE½ of the SE½;

Thence leaving the Easterly right-of-way of said U. S. Government Highline Canal
 South 89°56'40" East along said South line of said NE½ of the SE½, 1052.02 feet
 to the point of beginning.

The above described parcel of land contains 6.91 acres.

NOV 17 1969 Time 3:25 Book 941 Page 137 #980043

No. 64
Cont.

BOOK 941 PAGE 138

situate, lying and being in the County of Mesa and State of Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereto belonging forever. And further, that, as to the above described property, the said Trust Deed is to be considered as fully and absolutely released, cancelled and forever discharged.



Witness my hand and seal this 14th day of November, 1969.

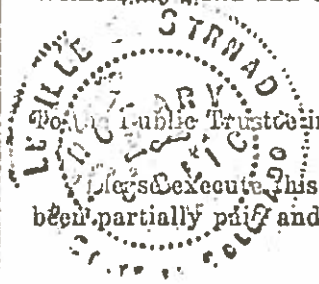
Donald W. Kanaly
As the Public Trustee in said County of Mesa (SEAL)

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 14th day of November, 1969, by Donald W. Kanaly as the Public Trustee in the said County of Mesa, Colorado.

My commission expires September 13, 1972.

Witness my hand and Official seal.



Louise E. Strand
Notary Public.
County of Mesa

Wherefore I hereby release, the indebtedness secured by the above mentioned Deed of Trust having been partially paid and satisfied. RIFLE PRODUCTION CREDIT ASSOCIATION

By *James P. McNeill* Vice Pres.
The legal holder of the indebtedness secured by said Deed of Trust.

Transamerica Title Insurance Co

A duly licensed and bonded abstractor, operating under certificate of authority granted by the State of Colorado, and whose bond is in force at the date of this certificate

Hereby Certifies

That the foregoing 64 entries numbered 1 to 64 constitute a true and correct abstract of all instruments on file or of record in the office of the County Clerk and Recorder of Mesa County, Colorado, affecting the title to the following described real estate located in said Mesa County, Colorado:

From the Beginning

For Description of Property see EXHIBIT "A" attached hereto.

Dated this 21st day of November, A.D., 19 69, at 8 o'clock A.M.

Transamerica Title Insurance Co

By *Richard B. Williams*
Authorized Signature



Transamerica Title Insurance Co

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 73353

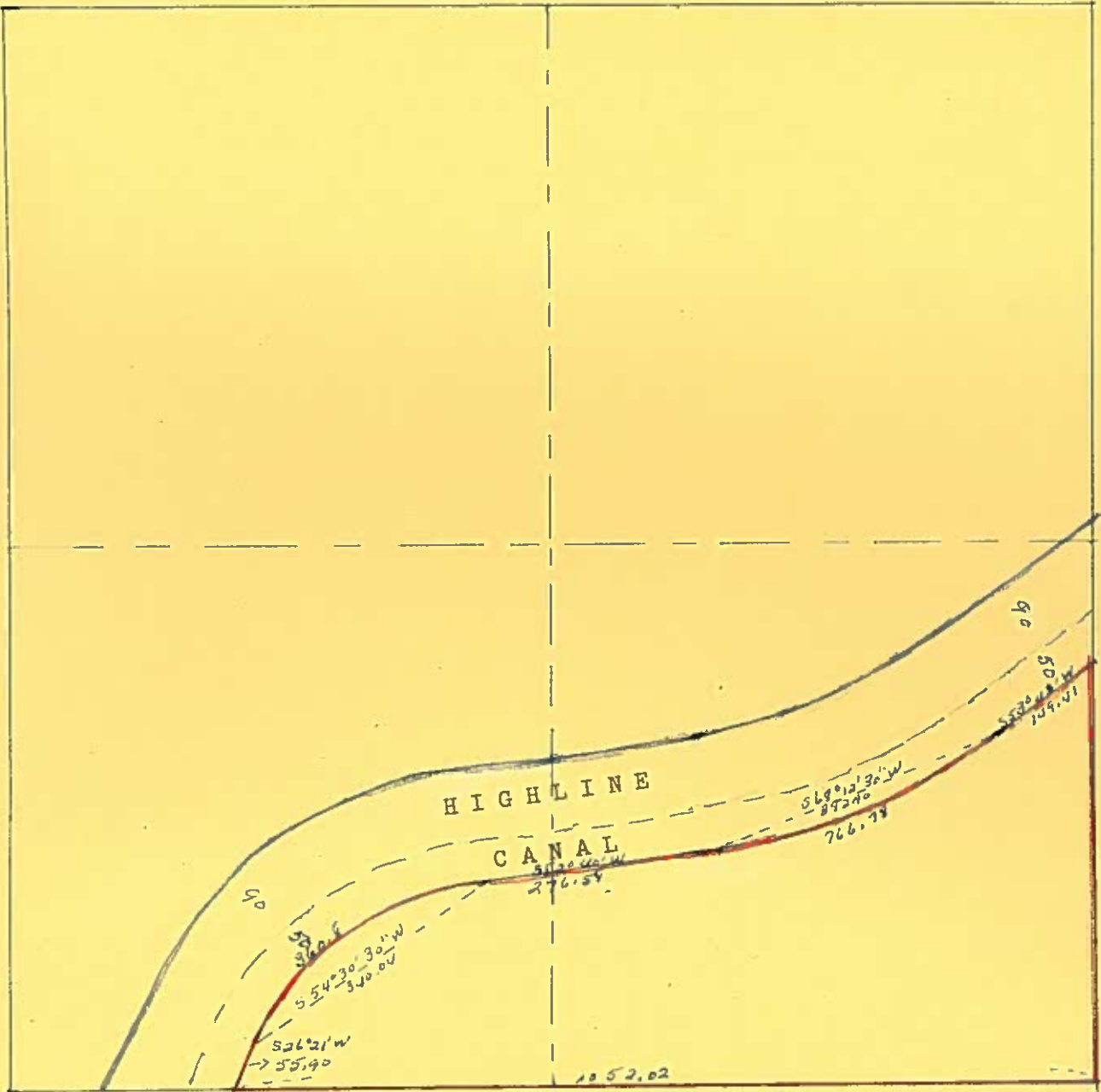
E X H I B I T "A"

Beginning at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Ute Meridian, Mesa County, Colorado, from which the Southeast Corner of said Section 36 bears South 1320.58 feet, thence North along the East line of said Northeast Quarter of the Southeast Quarter 514.33 feet to the Easterly right-of-way line of the U. S. Government Highline Canal; Thence along said Easterly right-of-way line of said U. S. Government Highline Canal South $53^{\circ}45'$ West 149.41 feet; thence along the arc of a curve to the right whose radius is 766.78 feet and whose long chord bears South $68^{\circ}12'30''$ West, 382.9 feet, Thence South $82^{\circ}40'$ West 276.58 feet; Thence along the arc of a curve to the left whose radius is 360.28 feet and whose long chord bears South $54^{\circ}30'30''$ West, 340.04 feet, Thence South $26^{\circ}21'$ West 55.90 feet to the South line of said Northeast Quarter of the Southeast Quarter; Thence leaving the Easterly right-of-way of said U. S. Government Highline Canal South $89^{\circ}56'40''$ East along said South line of said Northeast Quarter of the Southeast Quarter 1052.02 feet to the Point of Beginning;

EXCEPT road as described in Document recorded in Book 714 on Page 521 of the records of the Mesa County Clerk and Recorder.

EXCEPT instruments pertaining to zoning or subdivision regulations delineating areas in Mesa County filed or recorded subsequent to August 1, 1965, are not shown.





The above and foregoing is a plat of the Northeast Quarter of the Southeast Quarter of Section 36, Township 1 North, Range 1 West of the Ute Meridian showing location of the property described in the caption hereof.

15 02 81

SE Cor.
 \swarrow NE $\frac{1}{4}$ SE $\frac{1}{4}$