Valley Wide Sewer Plant

No. 94810

Abstract of Title To

Tracts of land in Section 36, Twp. 1 N., R.2W. U. M., Mesa County, Colorado.

Issued by our office

Transamerica Title Insurance Company

A Service of Transamerica Corporation

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Denver - Adams
1837 California Street
Denver, Colorado 80202
(303) 534-9066

Boulder
1317 Spruce Street
Boulder, Colorado 80302
(303) 443-7160

Eagle
Montaneras Building, Unit A
P. O. Box 1700
Vail, Colorado 81567
(303) 476-5922

El Paso
418 South Weber Street
Colorado Springs, Colorado 80903
(303) 634-3731

Jefferson
1675 Carr Street
Lakewood, Colorado 80215
(303) 234-1675

Larimer
151 West Mountain Avenue, P.O. Box 1100
Fort Collins, Colorado 80521
(303) 493-6464

Mesa
531 Rood Avenue
Grand Junction, Colorado 81501
(303) 234-8234

Pitkin
600 East Main Street
P. O. Box 2230
Aspen, Colorado 81611
(303) 925-1766

Pueblo
627 North Main Street
Pueblo, Colorado 81003
(303) 543-0451

Routt - Jackson
507 Lincoln Street, P.O. Box 280
Steamboat Springs, Colorado 80477
(303) 879-1611

Weld
918 Tenth Street
Greeley, Colorado 80631
(303) 352-2283

AGENTS THROUGHOUT COLORADO

NO. 14186

A

714965 9-0

THE MESA COUNTY ABSTRACT COMPANY.

GRAND JUNCTION, COLO.

ESTABLISHED 1885. INCORPORATED 1893.

The only Set of Abstract Books in Mesa County, Colorado.

ABSTRACT OF TITLE

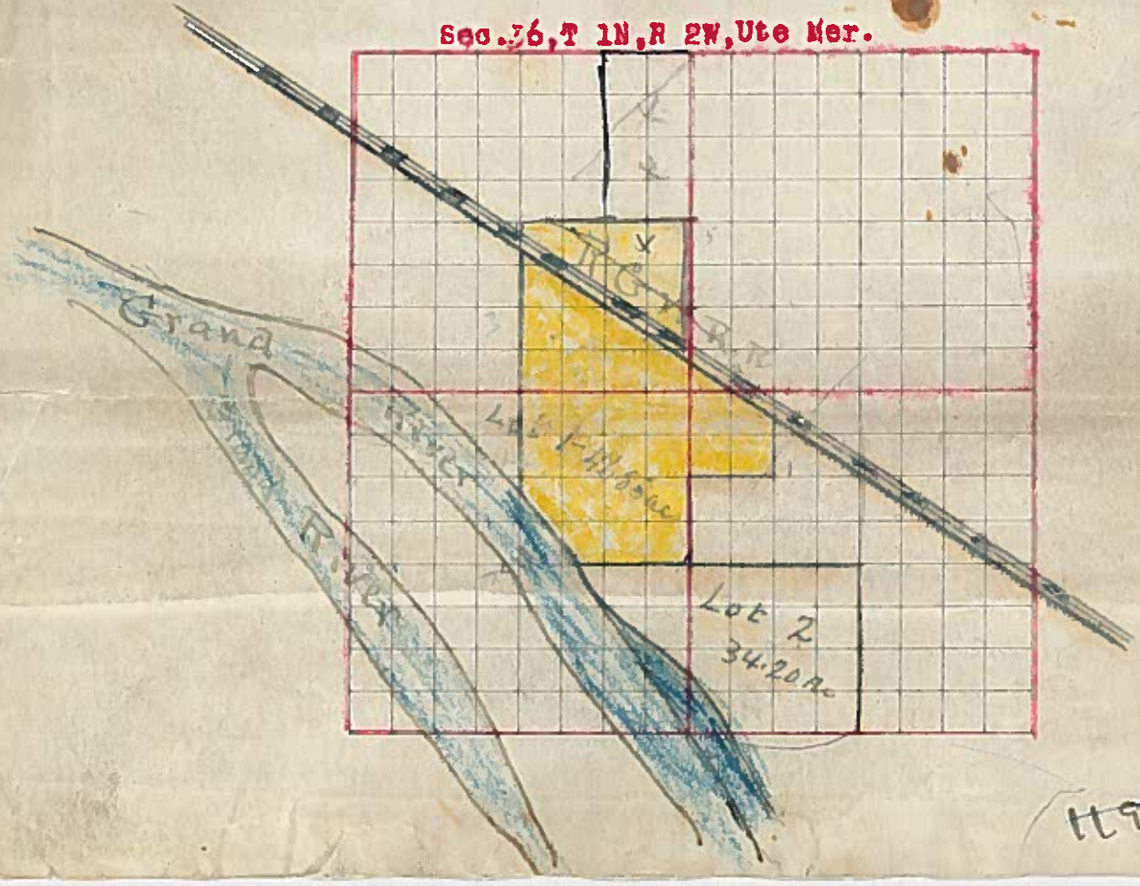
TO

The NE¼ SW¼ and all that part of the SE¼ NW¼, and ~~[illegible]~~ ~~[illegible]~~ the SW¼ NE¼ ~~except Highway right of way~~ and the Right of Way of the Rio Grande Western Rail way, also the NW¼ NW¼ SE¼ all in Section 36, Twp. 1N, R 2W, of the Ute Meridian, EXCEPT a strip of ground along the West side of the NE SW¼ and the SE¼ NW¼ of said Sec. 16 feet wide; also excepting the road way along the South side of said Railway as now laid out and established.

SITUATE IN

MESA COUNTY, STATE OF COLORADO.

Sec. 36, T 1N, R 2W, Ute Mer.



H2827

1455-25

"G" 28974
Book 13
Page 215
Dec.4,1882
8:00 A.M.

2

Benjamin F Carey
To
State

Declaration of Occu pancy. November 30th.1882.Claims occupancy of the E½ SE¼ and **NE¼ SW¼ and the SE¼ NW¼ of Sec.36,Twp.1N,R 2W of the Ute Meridian**Acknowledged November 30th.1882,by B F Carey,before W J Miller,N.P., Gunnison County,Colorado.(N P Seal).

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571
Book 10
Page 78
June 26,1883
2:15 P.M.

3

United States Receiver
To
Benjamin F Carey.

RECEIPT No.47,June 25th.1883. $201.31 in full for the SE¼ NW¼, **NE¼ SW¼ and the W½ SE¼ of Sec.36, Twp.1N, R 2W,Ute Meridian,**161.05 acres at $1.25 per acre. Fred J Leonard,Receiver,Gunnison, Colorado.

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

553
Book 8
Page 17
June 23,1883
1:40 P.M.

4

B F Carey
To
William E Pabor,
Trustee.

MORTGAGE DEED,June 23rd.1883.$250. To secure note of even date herewith for above sum,Conveys:- **the E½ SE¼ :the NW¼ SE¼ and the SE¼NW¼ of Sec.36,Twp.1N,R 2W,Ute Meridian** Acknowledged June 23,1883,before Thomas B Crawford,N.P.,Mesa County Colorado.(N P Seal).(Benjamin F Carey all places but signature).**RELEASED ON MARGIN** June 26,1883,by William E Pabor, Trustee,in the presence of F G C Hisen,Deputy Co.Clerk.

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

572
Book 4
Page 10
June 26,1883
3:30 P.M.

5

Benjamin F Carey
TO
T C Henry,IN TRUST,
Acting Sheriff of Mesa County,Successor in Trust.
For use of
The Travelers Insurance Company.

TRUST DEED,June 23,1883.$1.00 Secures one note of even date here with for the sum of $500.00 payable to the Travelers Insurance Company 5 years from date with interest at 12% per annum,payable semi-annually.Conveys:- **SE¼ NW¼, NE¼ SW¼ and the W½ SE¼ of Sec.36, Twp.1N, R 2W,Ute Meridian,**160 acres,more or less.Acknowledged June 23,1883,before M L Allison,County Clerk,Mesa County,Colorado.(Seal).

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833
Book 10
Page 110
Sep't 8,1883
8:00 A.M.

6

United States Receiver
To
Charles W Holm,

RECEIVER'S RECEIPT No.92. September 6th.1883.$200.00 in full for the **NE¼ of Sec.36,Twp.1N, R 2W,Ute Meridian,**160 acres,at $1.25 per acre.Fred J Leonard, Receiver,Gunnison,Colorado.

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

828
Book 8
Page 46
Sep't 5,1883
3:30 P.M.

7

Charles W Holm
To
W P Mc Farland.

MORTGAGE DEED,September 4th.1883. $185.00 Secures note bearing even date herewith for above sum,due in 10 days.Conveys:- **NE¼ of Sec.36, Twp.1N, R 2W,Ute Meridian.**160 acres,more or less.Acknowledged Sep't 4,1883,before J F Mc Farland,N.P.,Mesa County,Colorado.(**NO SEAL**).RELEASED on the Margin September 8th.1883,by W P Mc Farland,in the presence of M L Allison,County Clerk,per F G C Heisen,Deputy.

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836
Book 1
Page 114
Sep't 8,1883
10:50 A.M.

Charles W Holm
To
J C Nichols and
J F Mc Farland.

WARRANTY DEED, Sep't 8,1883.$600.00 Conveys:- NE¼ of Sec.36,Twp.1N,R2W Ute Meridian, 160 acres,more or less.Acknowledged Sep't 8,1883, before L R Hill,N.P.,Mesa County, Colorado.(Seal).

8

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

1127
Book 2
Page 35
Nov.23,1883
10:50 A.M.

B F Carey
To
Douglas Ross

QUIT CLAIM DEED, October 19,1883. $485.00 Conveys:- SE¼ NW¼ the NE¼ SW¼ and the W½ SE¼ of Sec.36,Twp. 1N,R 2W,Ute Meridian,160 acres. Acknowledged October 19th.1883, before L R Hill,N P Mesa County, Colorado.(Seal).

9

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1830
Book 1
Page 318
May 23,1884
2:45 P.M.

J C Nichols
To
J F Mc Farland

WARRANTY DEED, April 3rd.1884.$600. Conveys:- an un-divided 1/2 interest in the NE¼ of Sec.36,Twp.1N, R 2W,Ute Meridian,Acknowledged May 23,1884,before O D Russell, N.P.,Mesa County,Colorado.(Seal).

10

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

1834
Book 4
Page 132
May 24,1884
2:00 P.M.

J F Mc Farland
To
The Colorado Loan and Trust Company,Trustee, Acting Sheriff of Mesa County,Successor in Trust.

TRUST DEED, May 24th.1884.$1.00 secures one note dated May 5,1884, for the sum of $1,000.00 payable to The Travelers Insurance Company 5 years from date,with interest thereon at 10% per annum,payable semi-annually.Conveys:- the NE¼ of Sec.36,Twp.1N,R 2W,Ute Meridian, (and other land)Acknowledged May 24th.1884,before O D Russell,N.P.,Mesa County,Colorado. (Seal).

11

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1857
Book 1
Page 323
June 3,1884
10:00 A.M.

J F Mc Farland
To
O D Russell.

WARRANTY DEED, May 27th.1884.$600. Conveys:- an un-divided 1/2 interest in the NE¼ of Sec.36,Twp.1N, R 2W,Ute Meridian,SUBJECT to a Trust Deed for use of the Travelers Insurance Company.Acknowledged May 29th.1884,before Thomas B Crawford,N.P.,Mesa County, Colorado.(Seal).

12

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3318
Book 4
Page 93
Nov 30,1885
4:00 P.M.

T C Henry,---
To
Benjamin F Carey.

RELEASE DEED, November 21,1885.$1. Made to release Trust Deed dated June 23,1883,recorded June 26,1883 in Book 4 at Page 10 of the records of Mesa County,to secure to The Travelers Insurance Company one note.NOTE PAID.Conveys:-. SE¼ NW¼ the NE¼ SW¼ and the W½ SE¼ of Sec.36,Twp.1N,R 2W, of the Ute Meridian,160 acres,more or less.Acknowledged November 23,1885,before H J Aldrich,N.P.Arapahoe County, Colorado.(Seal).

13

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# 3319 Book 14 Page 288 Nov.30,1885 4:05 P.M.	Douglas Ross To Edward H Rollins, Trustee, Acting Clerk of Mesa County Successor in Trust.	**TRUST DEED**,November 10,1885.$1.00 Secures note of even date herewith payable to Thomas P Dunbar Nov.1, 1888,for the sum of $900.00 with interest thereon from the date thereof,at 8% per annum,payable semi-annually.Conveys:- **W½ SE¼ and NE¼ SW¼ and the SE¼ NW¼ of Sec.36, Twp.1N,R 2W,** ~~[illegible]~~.160 acres.With

14

all interest in 50 shares of Stock in the Independent Ranchmens Ditch.Acknowledged November 30,1885,before J F Mc Farland,N.P.,Mesa County,Colorado.(Seal).(Deed recites "Douglass" Ross everywhere except signature).

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

# 3320 Book 14 Page 292 Nov 30,1885 4:15 P.M.	Douglas Ross To Edward W Rollins, Trustee, Acting Clerk Mesa Co. Successor in Trust.	**TRUST DEED**,November 10,1885.$1.00 Secures 6 notes of even date herewith for the total sum of $107.02 payable to Thomas P Dunbar,as follows:- one note for $17.02 due May 1,1886,and 5 others for 618.00 each due respectively Nov.1,1886, May 1,1887,Nov.1,1887,May 1,1888,

15

and November 1,1888.Conveys:- **W½ SE¼ and the NE¼ SW¼ and the SE¼ NW¼ of Sec.36,Twp.1N,R 2W,Ute Meridian,**160 acres, with all interest in 50 shares of stock in the Independent Ranchmens Ditch Company.**EXCEPT** a Trust Deed to secure to Thomas P Dunbar a certain note.Acknowledged November 30th. 1885,before J F Mc Farland,N.P.,Mesa County,Colorado.(Seal) (Deed recites "Douglass" Ross,in every place except signature).

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# 3565 Book 12 Page 163 March 8,1886 1:45 P.M.	Owen D Russell To J Clayton Nichols	**WARRANTY DEED**,March 3,1886.$900.00 Conveys:- **an un-divided 1/2 interest in the NE¼ of Sec.36,Twp.1N, R 2W,Ute Meridian,**SUBJECT To a TRUST DEED for use of the Travelers Insurance Company,recorded in

16

Book 4 at Page 132 of the records of Mesa County.Acknowledged March 8,1886,before J F Mc Farland,N.P.Mesa County, Colorado.(Seal).

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# 4953 Book 4 Page 182 Aug.18,1887 4:15 P.M.	J O Bradish,Sheriff of Mesa County,and Successor in Trust, To J F Mc Farland.	**RELEASE DEED**,August 5,1887.$1.00 Made to release Trust Deed dated May 24,1884,recorded May 24,1884, in Book 4 at Page 132 of the records of Mesa County,to secure to The Travelers Insurance Company, and the Colorado Loan and Trust

17

Company,Trustee.In a suit,June 30,1886,in the Circuit Court of the United States for the District of Colorado,The Travelers Insurance Company,Complaintant Vs Theodore C Henry, and The Colorado Loan and Trust Company,Defendant,Judgment and Decree entered removing the said Trustee and J O Bradish acting Sheriff Mesa County Successor in Trust,to perform the Trust.Note Paid.Conveys:- **NE¼ of Sec.36,Twp.1N, R 2W,Ute Meridian,**(and other land).Acknowledged Aug.5,1887, before Lucius Cost.N.P.,Mesa County,Colorado.(Seal).

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v #8884
Book 20
Page 190
Aug.10,1886
8:00 A.M.

18

**The Travelers Insurance Company,
Vs.
Theodore C. Henry and The Colorado Loan and Trust Company.**

**INJUNCTION AND OTHER RELIEF.
In Circuit Court of U. S. District of Colorado. 30th day of June 1886.
Regular day of May Term 1886.**

It is ordered, adjudged and decreed that the defendant, The Colorado Loan and Trust Company, be and is hereby removed from its office as trustee under all the following Deeds of Trust: Trust deed dated May 24,1884, by J F Mc Farland ,to said Trustee,to secure the sum of $1,000.00 recorded May 24th.1884,in Book 4 at Page 132, of the records of Mesa County.(and other Trust Deeds).

Certificate attached, dated July 30° 1886, by Edward F. Bishop, Clerk District Court of United States, District of Colorado, thatthe above is a true, perfect and complete transcript. (Seal)

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5050
Book 2
Page 125
Sep't 22.1887
4:50 P.M.

19

Douglas Ross
To
John H Ross

QUIT CLAIM DEED,April 9,1886.$1400
Conveys:- SE¼,NW¼,NE¼,SW¼ and W½ SE¼ of Sec.36,Twp.1N, R 2W,Ute Meridian,161.05 acres.Acknowledged April 9,1886,before L R Hill,N.P. Mesa County,Colorado.(Seal).date of expiration of comm not given.

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5975
Book 17
Page 171
June 4,1888
11:55 A.M.

20

John H Ross
To
Edward T Fisher,Trustee,
For use of
Ella J Joseph.
Acting Sheriff of Mesa County,Successor in Trust.

TRUST DEED,June 4th.1888.$1.00
Conveys:- SE[illegible] NW¼ the NE¼ SW¼ and the W½ SE¼ (except a small tract out of the NW¼ SE¼ quit claimed to J F Mc Farland and J Clayton Nichols) in Sec.36,Twp.1N,R 2W,Ute Meridian,also 100 inches of water in the Independent Ranchmens Ditch IN TRUST,To secure payment of note of even date herewith for the sum of $200.00 subject to a Deed of Trust for $900.00 due November 1st.1888,recorded in Book 14 at Page 288 of the records of Mesa County,also a Deed of Trust for $107.02 due November 1,1888,recorded in Book 14,at Page 292 of the records of Mesa County.Acknowledged June 4th.1888,before Horace T De Long,N.P.,Mesa County,Colorado.(N P Seal).
(date of exp of comm not given)

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6512
Book 23
Page 317
Nov.17,1888
8:30 A.M.

21

The Independent Ranchmens Ditch Association
By John Gilek, President,
Attest:-John T Gavin,
Sec'y.(Corp.Seal).
To
John H Ross.

WATER DEED AND CONTRACT, July 1st. 1886. $1.00 and other good and valuable considerations. Conveys:- 100 inches of Water to be taken from the canal of the first party, for use on the W½ SE¼ the NE¼ SW¼ and the SE¼ NW¼ of Sec.36, Twp.1N, R 2W, Ute Meridian, Then follows certain terms and conditions to which the party of the second part agrees. Signed:-John H Ross. Acknowledged July 12th. 1886, by the Independent Ranchmens Ditch Association, by its President, before Lucius Cost, N.P. Mesa County, Colorado.(Seal). Commission expires -------.

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6724
Book 4
Page 299
Jan'y 2,1889
4:00 P'M.

22

Milton Cramar, Sheriff of Mesa County and Successor in Trust to Edward T Fisher, Trustee,
To
John H Ross.

RELEASE DEED, January 2,1889. $1.00 Made to release Trust Deed dated June 4,1888, recorded in Book 17 at Page 171 of the records of Mesa County, conveyed to Milton Cramar, Sheriff of Mesa County and Successor in Trust to Edward T Fisher, Trustee,(No reason given why said Trustee failed to act). given to secure to Ella J Joseph payment of one note. NOTE PAID. Conveys:- SE¼ NW¼ and the NE¼ SW¼ and W½ SE¼ (except a small tract out of the NW¼ SE¼ quit claimed to J F Mc Farland and J Clayton Nichols), in Sec.36, Twp.1N, R 2W, of the Ute Meridian. Also 100 inches of water in the Independent Ditch used for irrigating same. Acknowledged January 2,1889, before Horace T De Long, N.P., Mesa County, Colorado.(Seal) Commission expires Nov.1st.1890.

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0- -0-0-0-0-0-0 0-0-0-0-0-0-0

6725
Book 26
Page 6
Jan'y 2,1889
4:10 P.M.

D

23

Foreclosure #41

John H Ross
To
Edward W Rollins, Trustee,
For use of
The Rollins Investment Company.
James H Morris,
Successor in Trust.

TRUST DEED. December 24,1888. $1.00 Conveys:- a part of the SW¼ NE¼ of Sec.36, Twp.1N, R 2W, Ute Meridian described as follows:-commencing at the SW corner of the SW¼ NE¼ of said Sec.36, thence East 488.5 feet: thence N 54° 45'W,(Var 15°E) 597.7 feet, along the line of the Denver and Rio Grande Railroad grounds: thence South 345 feet to place of beginning, containing 1.98 acres: also the W½ SE¼ and the NE¼ SW¼ and the SE¼ NW¼ of Sec.36, Twp.1N, R 2W, Ute Meridian, less the following described tract:-commencing at the NE corner of the NW¼ SE¼ of said Sec.36, thence South 343 feet: thence North 54° 45'W 594.3 feet: along the line of the Rio Grande Railroad grounds: thence East 485 feet to place of beginning, containing 1.95 acres. Also less the following described tract of land:-Commencing at the NE Corner of the SE¼ NW¼ of said Sec.36, thence South 809 feet to the North line of the D & R G R R Grounds: thence NWly along said line 1531 feet: to the intersection of the North line of said quarter section: thence East 1300 feet to point of beginning containing 12.07 acres: together with a water right for 149 acres, being 90 inches from the Grand Valley Canal Company being successors to the Independent Ranchmems Ditch Association, from which water right was first acquired for irrigation of said land. IN TRUST, To secure 1 note of even date herewith payable Nov.1,1893, for the sum of $1700. with interest at 7% per annum, payable semi-annually as per 10 interest notes of even date herewith. Acknowledged Jan'y2,1889 before J F Mc Farland, N.P. Mesa Co. Colo. Cm ex. Aug 19,1891 (Seal).

WARRANTY DEED

ELTON L. CROW and LEILA H. CROW, husband and wife, of the County of Mesa, State of Colorado, for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, in hand paid, hereby sell and convey to CITY OF GRAND JUNCTION, a Colorado Municipal Corporation, and COUNTY OF MESA in the State of Colorado, whose address is Grand Junction, Colorado, the following real property in the County of Mesa, and State of Colorado, to-wit:

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (Now the Denver and Rio Grande Western Railroad), except the West 16 feet thereof.

The West Half of the Northeast Quarter of the Southwest Quarter, Except the West 16 feet thereof; the Northeast Quarter of the Northeast Quarter of the Southwest Quarter; and all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch.

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section 36 bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 36, thence West along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter 42 feet, more or less to the Southwest corner thereof, thence North along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 36, 1080 feet, more or less to the South line of the County road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less to the point of beginning;

All in Section 36, Township 1 North, Range 2 West of the Ute Meridian,

TOGETHER WITH any and all water, water rights, ditch and ditch rights belonging thereto or used in connection therewith including by way of example but not by way of limitation 77 shares of the capital stock of the Grand Valley Irrigation Company,

with all its appurtenances, and warrant the title to the same except as to that portion of the above described property which lies South of the North meander line of the East channel of the Colorado River as shown on Government Land Office Survey of September 11, 1923, of the meander of the right bank of the Colorado River and survey of island in Sections 35 and 36, Township 1 North, Range 2 West of the Ute Meridian which portion of said property is conveyed by Quit Claim Deed only and without warranty of title.

The following described parcels of property are also conveyed by Quit Claim Deed only and without warranty of title, to-wit:

Parcel 1: A strip of land off the west side of the SE¼NW¼ and NE¼SW¼ Section 36, Township 1 North, Range 2 West, Ute Meridian, beginning at the point where the Rio Grande Western Railroad right of way cuts the west line of the SE¼NW¼ of said Section 36, thence East 16 feet thence South to the Grand River, now the Colorado River, thence West 16 feet to the West line of NE¼SW¼ of Section 36, thence North to place of beginning.

Parcel 2: A strip of land thirty-three feet wide off the east side of the W½NW¼, and the East side of the NW¼SW¼ of Section 36, Township 1 North, Range 2 West, Ute Meridian, extending from the point where the said East line of the said W½NW¼ cuts the North line of right of way of the D & RGW R.R. thence South to the Grand River (now Colorado River).

All of the above described property is conveyed subject to all easements and road rights of way of record and subject also to the 1977 real property taxes due and payable in 1978, together with all 1978 water assessments and all subsequent real property taxes and water assessments.

Signed this _____ day of _____, 1977.

_____
Elton L. Crow

_____
Leila H. Crow
Husband and Wife

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

The foregoing instrument was acknowledged before me this _____ day of _____, 1977, by Elton L. Crow and Leila H. Crow, husband and wife.

My commission expires:

Witness my hand and official seal.

_____
Notary Public

6726
Book 26
Page 203
Jan'y 2.1889
4:15 P.M.

24

Foreclosed
#41

John H Ross
To
Edward W Rollins, Trustee
For use of
The Rollins Investment Company. James H Morris Successor in Trust, and in his absence or refusal to act, County Clerk of Mesa County, Successor in Trust.

TRUST DEED, December 24th.1888.$1.0 Conveys:- a part of the SW¼ NE¼ of Sec.36,Twp.1N,R 2W,Ute Meridian, described as follows:- commencing at the SW corner of said SW¼ NE¼ of said Sec.36,thence East 488.5 feet:thence North 54° 45'W,(Var 1 15° E),597.7 feetalong line of the D & R G R R grounds:thence South 345 feet to place of beginning, containing 1.98 acres.Also the W½ SE¼,NE¼ SW¼ and SE¼ NW¼ of Sec. 36,Twp.1N,R 2W,Ute Meridian,less the following described tract of land:-Commencing at the NE Corner of the NW¼ SE¼ of said Sec.36,thence South 343 feet:thence N 54° 45'W 594.3 feet, along the line of the D & R G R R grounds:thence East 485 frrt to place of beginning,containing 1.95 acres:Also less the following described tract of Land:-commencing at the NE corner of the SE¼ NW¼ of said Sec.36,thence South 809 feet to the North line of the D & R G R R grounds:thence Northwesterly along line of said line of D & R G R R 1531 feet to the intersection of North line of said quarter Section:thence East 1320 feet to point of beginning,containing 12.07 acres,together with a water right for 149 acres,being 90 inches from Grand Valley Canal Company,successors to The Independent Ranchmens Ditch Association,from whom water right was first acquired for irrigating of said land. IN TRUST,To secure the payment of 10 notes for the sum of $247.00 payable,1 for $17.00 due May 1st.1889,and 9 for $25.50 each due each year on Nov.1st.and May 1st.Last note due November 1st.1893.Acknowledged Jan'y 2,1889,before J F Mc Farland,N.P.,Mesa Co.Colorado.Commission expires August 19th.1891.(Seal).

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6750
Book 4
Page 302
Jan'y 7,1889
3:00 P.M.

25

Edward W Rollins, Trustee
To
Douglass Ross

RELEASE DEED, November 5,1888.$1.00 Made to release Two Trust Deeds dated November 10,1885,and recorded November 30,1885 in Book 14 at pages 288 and 292 respectively,of the records of Mesa County,to secure to Thomas P Dunbar payment of seven notes.NOTES PAID.Conveys:- W½ SE¼,NE¼ SW¼ and the SE¼ NW¼ of Sec.36,Twp.1N,R 2W,Ute Meridian,together with 47 shares of stock in the Independent Ranchmens Ditch Company. Acknowledged November 5th.1888,before Thomas H Reynolds, N.P.Arapahoe County,Colorado.Comm exp.March 28,1891.(Seal)

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

9158
Book 30
Page 256
March 21,1890
1:30 P.M.

26

F Walworth Smith
To
The Hartford Loan and Trust Company, Trustee,
For use of
The Trevelers Insurance Company. Sheriff of Arapahoe County, Successor in Trust.

TRUST DEED, March 1st.1890.$1.00 Conveys:- W½ SE¼,NE¼ SW¼ and the SE¼ NW¼ of Sec.36,Twp.1N,R 2W, Ute Meridian,together with all water rights appertaining to said land. IN TRUST To secure payment of one note of even date herewith for $3,000.00payable 5 years after date,with interest at 7% per annum payable semi-annually on March 1, and September 1st.as evidenced by 10 coupons attached.Acknowledged March 19,1890,before Chas F Caswell,N.P.,Mesa County,Colorado.Comm.exp.-------1891. (Seal).

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9621
Book 15
Page 36
May 29,1890
1:45 P.M.

27

The Hartford Loan and
Trust Company,by John
W Barrows,Vice-President
Attest:-T G Harrington,
Assistant Secretary.
(Corp.Seal).
To
F Walworth Smith.

RELEASE DEED,May 10th.1890.$1.00 Made to release Trust Deed dated March 1,1890,recorded March 21st. 1890 in Book 30 at Page 256 of the records of Mesa County,to secure to the Travelers Insurance Company payment of one note.This release is executed to remove a cloud on the title to above described land, as said Smith is not the owner of the same,and will execute a new Deed of Trust,to secure payment of above note.Conveys:- **W½ SE¼,NE¼ SW¼ and the SE¼ NW¼ of Sec.36,Twp.1N,R 2W,Ute Meridian.**Together with all ditches and water rights appertaining.Acknowledged May 10,1890,before Geo.M Huskins,N.P. Arapahoe County,Colorado.Commission expires Oct 3,1893.
(Seal).

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

10196
Book 11
Page 49
Sep't 9,1890
10:55 A.M.

28

The United States
To
Charles W Holm.

PATENT,Certificate No.92. June 5th.1890.Conveys:- **the NE¼ of Sec.36,Twp.1N,R 2W,Ute Meridian** 160 acres.Subject to all vested and accrued water rights and rights to ditches and reservoirs used in connection therewith:and subject to the right of an owner of a lode of mineral penetrating said land,to mine and remove the same.

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13059
Book 11
Page 148
Jan'y 14,1892
11:50 A.M.

29

The United States
To
Benjamin F Carey

PATENT CERTIFICATE NO.47. July 21st 1890.Conveys:- **the SE¼ NW¼,Lot 1, the NW¼ SE¼ and Lot 2,of Sec.36, Twp.1N,R 2W,Ute Meridian,**161.05 acres.Subject to all vested and accrued water rights and rights to ditches and reservoirs used in connection therewith:and subject to the right of an owner of a lode of mineral penetrating said land,to mine and remove the same.

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13210
Book 2
Page 355
Feb'y 5,1892
11:55 A.M.

30

J F Mc Farland
J Clayton Nichols
To
John H Ross.

QUIT CLAIM DEED,December 22,1886. $1.00 and other valuable considerations.Conveys:- **a part of the SW¼ NE¼ of Sec.36.Twp.1N,R 2W,Ute Meridian,described as follows:- commencing at the SW corner of said SW¼ NE¼ of said Sec.36,thence East 488.5 feet:thence North 54° 45'W,(Var.15°E),597.7 feetalong the line of the D & R G R R grounds;thence South 345 feet to place of beginning,**containing 1.98 acres.Acknowledged December 22,1886, before Thomas B Crawford,N.P.,Mesa Co.Colo.Com exp.-----
(Seal).

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13797

Book 34

Page 335

April 18,1892

11:40 A.M.

Edward T Fisher,-------

To

John H Ross.

RELEASE DEED,April 13th.1892.$1.00

Made to release Trust Deed dated June 4th.1888,recorded June 4th. 1888 in Book 17 at Page 171 of the Records of Mesa County,to secure to Ella J Joseph payment of note.NOTE PAID.Conveys:- the SE¼ NW¼ and the NE¼ SW¼ and the W½ SE¼ (except a small tract out of the NW¼ SE¼ Quit Claimed to J F Mc Farland and J Clayton Nichols),In Sec.36,Twp.1N,R 2W,of the Ute Meridian,also 100 inches of water in the Independent Ranchmens Ditch used for irrigating same.Acknowledged April 13,1892, before Chas.F Keene,a Notary Public,Mesa County,Colorado. Commission expires October 24th.1895.(N P Seal).

31

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13415
Book 38
Page 235
Feb'y 27,1892
4:20 P.M.

32

John H Ross
To
Walter S Sullivan.

WARRANTY DEED,February 5,1892. $6,000.00 Conveys:- that portion of the SW¼ NE¼ described as follows:- commencing at the SW corner of said SW¼ NE¼ of said Sec.36, thence East 488.5 feet:thence North 54° 45'W,(Var.15°E), 597.7 feet along the line of the D & R G Ry grounds:thence South 345 feet to place of beginning,containing 1.98 acres. also the W½ SE¼ the NE¼ SW¼ and the SE¼ NW¼ of said Sec.36, Excepting therefrom the following described tracts:- commencing at the NE corner of the NW¼ SE¼ of said Sec.36, thence South 343 feet:thence North 54° 45'W,594.3 feet : thence East 485 feet to place of beginning,containing 1.95 acres.EXCEPTING also the following tract:-commencing at the N E corner of the SE¼ NW¼ of said Sec.36,thence South 809 feet to the North line of the D & R G Ry.grounds:thence Northwesterly along said Ry.1531 feet:thence East 1300 feet to place of beginning,containing 12.07 acres.Grantor also conveys a water right for 90 inches of water in the Independent Ranchmens Ditch as conveyed by deed dated July 1, 1886,recorded in Book 23 at Page 317 of the records of Mesa County,10 inches of said right having been heretofore conveyed.Subject to Deed of Trust given by John H Ross to Edward W Rollins,Trustee,to secure to the Rollins Investment Company payment of one note for $1700.which note with interest at 10% per annum from date of this deed,grantee herein assumes and agrees to pay and discharge,and to that extent the grantee herein assumes and agrees to pay the interest obligations set forth in Trust Deed dated Jan'y 2,1889,recorded in Book 26 at pages 6 and 203,respectively, of the records of Mesa County.Acknowledged February 6,1892, before Chas.F Keene,-------.(Body of ack,recites Chas.F Keene,A Notary Public,Mesa County,Colorado) (N P Seal). Commission expires Oct 25,1892.

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

13798
Book 2
Page 376
April 18,1892
11:45 A.M.

33

Walter S Sullivan
To
John H Ross.

QUIT CLAIM DEED,March 17th.1892. $1.00 Conveys:- same identical property as described in instrument No.13415 immediately preceeding this,containing same exception and same water rights:grantee assumes same obligations as grantee in deed above mentioned Acknowledged April 12th.1892,before Chas F Keene,N.P.Mesa County,Colorado.Commission expires Oct.24,1895.(Seal).

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

13799
Book 38
Page 346
April 18,1892
11:50 A.M.

34

John H Ross
To
Henrietta Glasgow.

WARRANTY DEED,March 18th.1892. $6,000.conveys:- that portion of the SW¼ NE¼ of Sec.36,Twp.1N,R 2W Ute Meridian,described as follows: commencing at the SW Corner of the SW¼ NE¼ NE¼ of said Sec.36,thence East 488.5 feet:thence North 54° 45'W,(Var.15°E) 597.7 feet along the line of the D & R G grounds:thence South 345 feet to place of beginning containing 1.98 acres.Also the W½ SE¼,NE¼ SW¼,and SE¼ NW¼ of said Sec.36,Excepting therefrom the following describrd tracts:- beginning at the NE corner of the NW¼ SE¼ of said Sec.36,thence South 343 feet:thence North 54°45'W,594.3 feet:thence East 485 feet to place of beginning:containing 1.95 acres.EXCEPTING also the following tract:-commencing at the NE corner of the SE¼ NW¼ of said Sec.36,thence South 809 feet to the North line of the D & R G Ry.grounds:thence Northwesterly along said Ry.1531 feet:thence East 1300 feet to place of beginning,containing 12.07 acres.(Over)

Also a water right for 90 inches of water in the Independent Ranchmens Ditch as conveyed by deed from the Independent Ranchmens Ditch Associationdated July 1,1886,and recorded in Book 23 at Page 317 of the records of Mesa County 10 of said water having been heretofore conveyed.Subject to Deed of Trust,John H Ross to Edward W Rollins,Trustee, for use of The Rollins Investment Company,to secure note for $1700. which note,with interest from the date of this deed,the grantee herein assumes and agrees to pay and discharge,and to that extent,grantee herein assumes and agrees to pay interest obligations in Trust Deed dated Jan'y 2,1889,recorded in Book 26 at Pages 6 and 203 respectively of the records of Mesa County.Acknowledged April 12th.1892, before Chas.F Keene,N.P.,Mesa County,Colorado.(N P Seal)
Commission expires Oct.24,1895.

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\# 13800
Book 2
Page 377
April 18,1892
11:52 A.M.
35

John H Ross
To
Henrietta Glasgow.

QUIT CLAIM DEED,March 18th.1892. $1.00 Conveys:- SE¼ NW¼,NW¼ SE¼, and Lots 1 and 2,in Sec.36,Twp.1N R 2W,Ute Meridian.Acknowledged April 12th.1892,before Chas.F Keene,N.P.,Mesa County,Colorado. Commission expires, -- -- ----.(Seal).

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\# 13801
Book 36
Page 232
April 18,1892
12:10 P.M.
36

Out D by foreclosure
\#41

Henrietta Glasgow
To
A J Mc Cune,Trustee
For use of
John H. Ross.
Acting Sheriff of Mesa County,Successor in Trust.

TRUST DEED,March 18,1892.$1.00 Conveys:- that portion of the SW¼ NE¼ of Sec.36,Twp.1N,R 2W,Ute Meridian,described as follows:- commencing at the SW Corner of the SW¼ NE¼ of said Sec.36,thence East 488.5 feet:thence North 54° 45'W (Var.15° E),597.7 feet,along line of D & R G Railroad:grounds:thence South 345 feet to place of beginning,containing 1.98 acres.Also the W½ SE¼,NE¼ SW¼ and the SE¼ NW¼ of said Sec.36,EXCEPTING therefrom the following described tracts:-commencing at the NE corner of the NW¼ SE¼ of said Sec.36,thence South 343 feet:thence North 54° 45'W 594.3 feet:thence East 485 feet to place of beginning. containing 1.95 acres:EXCEPTING also the following described tract:-commencing at the NEcorner of the SE¼ NW¼ of said Sec.36,thence South 809 feet to the North line of the D & R G Ry grounds:thence NWly along said Railway,1531 feet thence East 1300 feet to place of beginning,containing 12.07 acres.also a water right for 90 inches of water in the Independent Ranchmens Ditch as conveyed by deed from the Independent Ranchmens Ditch Association dated July 1, 1886,recorded in Book 23 at Page 317 of the records of Mesa County,10 inches of said water right having been heretofore conveyed.Subject to an encumbrance of $1700.IN TRUST,To secure payment of her 6 notes of even date herewith for the principal sum of $3,300.00 payable as follows:-1 note for $1,000 payable 1 year after date:2 notes of $500 each,payable 18 months after date:2 notes for $500 each,payable 2 years after date,and 1 note for $300.payable 2 years after date.with interest at 8% per annumpayable semi-annually. Acknowledged April 8th.1892,before William H Coe,N.P.Arapahoe County,Colorado.Commission expires -----.(Seal).

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Book F
Page 124.
37

Treasurer of Mesa County,
to
W. T. Lambert.

TAX SALE. #1364. Dec. 1, 1893. $65.92. Sold: NE¼ SW¼, W½ SE¼ and all that part of SE¼ NW¼ South of D. & R. G. R. R., Sec. 36, Twp. 1N. R. 2W. REDEEMED by Eli Charlier April 14, 1894.

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

#17928
Book 48
Page 48
Feb. 16, 1894
2:30 P. M.
38

Persigo Land & Improvement Company, By Albert E. Pattison, President, Attest: Chas. W. Everett, Secy. (Seal)
to
The Grand Valley Irrigation Company.

DEED. Jan. 31, 1894. Valuable consideration. Conveys: All water rights for NE¼ Sec. 36, Twp. 1N. R. 2W. Ack. Feb. 9, 1894 before William E. White, Notary Public, Arapahoe County, Colorado. (Seal) Commission expires June 5, 1895.

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#18280
Book 40
Page 321
April 14, 1894
1:20 P. M.
39

Edward W. Rollins, Trustee,
to
James H. Morris.

RESIGNATION AS TRUSTEE. March 1, 1894. From the Trust created by deed of trust dated Dec. 24, 1888, recorded Jan. 2, 1889 in Book 26 at page 203, whereby John H. Ross did convey to me or in case of my death, resignation or absence from said County of Arapahoe or refusal or failure to act, then to James H. Morris as successor in trust, with the County Clerk of Mesa County as second Successor in Trust, upon the trusts in said deed of trust set forth, the following described property: A part of the SW¼ of NE¼ of Sec. 36, Twp. 1N. R. 2W. U. P. M. as follows:- Commencing at the SW corner of said SW¼ of NE¼ of Sec. 36; thence East 488.5 feet; thence North 54° 45' West (Var 15° E.) 597.7 feet along line of D. & R. G. Ry. grounds; thence South 345 feet; to place of beginning, 198 acres. Also the W½ of SE¼ and NE¼ of SW¼ and SE¼ of NW¼ of Sec. 36, Twp. 1N. R. 2W. U. M., less the following described tract:- Commencing at the NE Cor of NW¼ of SE¼ of Sec. 36, Twp. 1N. R. 2W. U. P. M.; thence South 343 feet; thence North 54° 45' West (Var 15° E.) 594.3 feet along the line of the D & R. G. Ry. grounds; thence East 485 feet to place of beginning, 1.95 acres. Also less the following described tract of land: Commencing at the NE Cor of SE¼ of NW¼ of Sec. 36, Twp. 1N. R. 2W. U.P.M.; thence South 809 feet to North line of D. & R. G. Ry. grounds; thence Northwesterly along the line of the said line of the D. & R. G. Ry. 1531 feet to intersection of North line of the Quarter Section; thence East 1300 feet to point of beginning, 12.07 acres. Together with all water rights described in said deed of trust. And I do absolutely refuse to act under the trusts created by said deed of trust and do quit-claim to my successor who shall act in said trust, all right, title and interest, claim and demand in me by said Deed of Trust. Ack. March 1, 1894 before Thomas H. Reynolds, Notary Public, Arapahoe County, Colorado. (Seal) Commission expires April 6, 1895.

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18281
Book 40
Page 322
April 14, 1894
1:25 P. M.
40

James H. Morris,
to
The Acting Clerk of Mesa County, Colorado.

RESIGNATION AS TRUSTEE. March 1, 1894. From the Trust created by deed of trust dated Dec. 2[illegible], 1888, recorded Jan. 2, 1889 in Book 26 at page 203, whereby John H. Ross did convey to me or in case of my death, resignation or absence from said County of Arapahoe or refusal or failure to act then to Acting Clerk of Mesa County, Colorado, as successor in trust upon the trusts in said deed of trust set forth, the following described property:- A part of the SW¼ of NE¼ of Sec. 36, Twp. 1N. R. 2W. U. P. M. as follows: Commencing at the SW Cor of said SW¼ of NE¼ of Sec. 36; thence East 488.5 feet; thence North 54° 45' West (Var 15° East) 597.7 feet along line of D. & R. G. Ry. grounds; thence South 345 feet to place of beginning, 198 acres. Also the W½ of SE¼ and NE¼ of SW¼ and SE¼ of NW¼ of Sec. 36, Twp. 1N. R. 2W. U.M. less the following described tract:- Commencing at the NE Cor of NW¼ of SE¼ of Sec. 36, Twp. 1N. R. 2W. U.P.M.; thence South 343 feet; thence North 54° 45' West (Var 15° E.) 594.3 ___ along the line of the D. & R. G. Ry. grounds; thence East 485 feet to place of beginning, 1.95 acres. Also less the following described tract of land:- Commencing at NE Cor of SE¼ of NW¼ of Sec. 36, Twp. 1N. R. 2W. U. P. M.; thence South 809 feet to North line of D. & R. G. Ry. grounds; thence Northwesterly along the line of the said line of

the D. & R. G. Ry; 1531 feet to intersection of North line of the Quarter Section; thence East 1300 feet to point of beginning, 12.07 acres, together with all water rights described in said deed of trust. And I do absolutely refuse to act under the trusts created by said deed of trust and do quit-claim to my successor who shall act in said trust, all right, title and interest, claim and demand in me by said deed of trust.
Ack. March 1, 1894 before Thomas H. Reynolds, Notary Public, Arapahoe County, Colorado. (Seal) Commission expires April 5, 1895.

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#18288
Book 19
Page 75
April 14, 1894
3:10 P. M.

Jesse B. Bedwell, Acting
County Clerk of the County of
Mesa in the State of Colorado,
Successor in Trust, New Trustee,
to
Merrill W. Blakslee.

4

TRUSTEE'S DEED. April 14, 1894. $1.00 and the further sum of $210.00. Whereas, John H. Ross did by his certain Trust Deed dated Dec. 24, 1888, recorded Jan. 2, 1889 in Book 26 at page 203, convey to Edward W. Rollins as Trustee or in case of death, resignation or absence then to James H. Morris as successor in trust and on the refusal or inability of said James H. Morris to act then to the Acting Clerk of Mesa County, Colorado, as successor of said Rollins and Morris in said Trust thereby created, All the premises hereinafter described, to secure the payment of his certain note in said deed mentioned and upon conditions in said deed declared. And whereas, the said Rollins and Morris have both resigned from said trust and refuse to act and the first party is duly elected and qualified County Clerk of said County of Mesa. And whereas, default has been made in payment of the said principal note, together with the interest coupon thereon, due on Nov. 1" 1893, and of the taxes levied upon said premises for the year 1892, and of the subsequent taxes, the said premises were on March 17, 1894, by the said party of the first part duly advertised for public sale on April 14, 1894, at the front door of the post-office in the town of Grand Junction, in the said County of Mesa and State of Colorado, in the manner provided by said trust deed, which said notice was published in the "Grand Junction News", a weekly newspaper published at Grand Junction, in said County and State, and of general circulation in said County, for a period of five consecutive weeks, a certified copy of which advertisement is herein incorporated and made a part of this deed, to-wit: (Here follows copy of Notice of Sale and Affidavit of Publication). And said premises were, upon the day and year, and at the place mentioned aforesaid, in pursuance of said notice, sold at public sale, and at the said sale the said party of the second part was the highest and best bidder therefor, and bid for the tract hereinafter described the sum of $210.00. Now, Therefore, in consideration of the sum of $1.00, and also the further sum of $210.00, Conveys: A part of the SW¼ of the NE¼ Sec. 36, Twp. 1N. R. 2W. U.P.M., described as follows,- Commencing at the SW corner of said SW¼ of NE¼ in Sec. 36 and running thence East 483.5 feet, thence North 54° 45' West (variation 15° East) 597.7 feet along line of the Denver and Rio Grande Railroad grounds, thence South 345 feet to place of beginning, containing 1.98 acres, also the W½ of SE¼ and the NE¼ of SW¼ and the SE¼ of NW¼ Sec. 36, Twp. 1N. R. 2W. U. P. M., less the following described tract of land, commencing at the NE cornr of the NW¼ of SE¼ in Sec. 36, Twp. 1N. R. 2W. U. P. M., running thence South 343 feet, thence North 54° 45' West (variation 15° East) 594.3 feet along the line of the Denver and Rio Grande Railroad grounds, thence East 485 feet to place of beginning, containing 1.95 acres, also less the following described tract of land, commencing at the NE corner of the SE¼ of NW¼ of Sec. 36, Twp. 1N. R. 2W. U. P. M., running thence South 809 feet to the North line of the Denver and Rio Grande Railroad grounds, thence Northwesterly along the line of the said line of the Denver and Rio Grande Railroad 1531 feet to intersection of the North line of the quarter section, thence East 1300 feet to the point of beginning, containing 12.07 acres, together with all right, title, interest, claim and demand which the party of the first part has in and to a water right for 149 acres, being 90 statutory inches from the Grand Valley Canal Company, said Company being the successors in interest to the Independent Ranchmen's Ditch Association, from whom said water right was first acquired, for use in irrigation of the above described premises. Ack. April 14, 1894 before David R. Crosby, Notary Public, Mesa County, Colorado. (Seal) Commission expires 4/22, 1895.

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#18292
Book 44
Page 211
April 14,1894
4:40 P. M.

42

Merrill W. Blakslee,
to
Henry Van Kleeck, Trustee,
for use of Ellen B. Van Kleeck.
Acting Clerk and Recorder of
Mesa County Successor in
Trust.

TRUST DEED. April 14, 1894. $1.00.
Conveys: A part of SW¼ of NE¼ of Sec. 36, Twp. 1N. R. 2W. U. P. M. commencing at the SW corner of SW¼ of NE¼ of Sec. 36; thence East 488.5 feet; thence North 54° 45' West (Var. 15° East) 597.7 feet along line of D. & R. G. Ry. grounds; thence South 345 feet to place of beginning, 1.98 acres. Also the W½ of SE¼, the NE¼ of SW¼, the SE¼ of NW¼ of Sec. 36, Twp. 1N. R. 2W. U. P. M. less the following described tract:- Commencing at the NE corner of the NW¼ of SE¼ of Sec. 36, Twp. 1N. R. 2W. U. P. M., thence South 343 feet; thence North 54° 45' West (Var. 15° East) 594.3 feet along line of D. & R. G. Ry. grounds; thence East 485 feet to place of beginning, 1.95 acres. Also less the following tract, Commencing at the NE Cor. of SE¼ of NW¼ of Sec. 36, Twp. 1N. R. 2W. U. P. M.; thence South 809 feet to the North line of the D. & R. G. Ry. grounds; thence Northwesterly along line of said line of D. & R. G. Ry. 1531 feet to intersection of North line of said quarter section; thence East 1300 feet to point of beginning, 12.07 acres. Together with water rights, being 90 inches of water from the Grand Valley Canal. Given to secure the payment of one note of even date herewith for $250.00, payable in installments of $42.50 each on May 1, 1895, 1896, 1897 and on Nov. 1, 1894, 1895, 1896 respectively. Subject to Trust Deed for $1700.00 recorded in Book 26, page 6. Ack. April 14, 1894 before David R. Crosby, Notary Public, Mesa County, Colorado. (Seal) Commission expires April 22, 1895.

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#20057
Book 43
Page 470
Feb. 6, 1895
2:30 P. M.

43

Henry Van Kleeck, _____
to
Merrill W. Blakslee.

RELEASE DEED. Feb. 2, 1895. $1.00.
Made to release Trust Deed dated April 14, 1894, recorded April 14, 1894 in Book 44 on page 211, given to secure to Ellen B. Van Kleeck the payment of note. Note paid.
Conveys: A part of SW¼ of NE¼ Sec. 36, Twp. 1N. R. 2W. U. M. as follows: Beginning at SW corner of said SW¼ NE¼ said Sec. 36; thence East 488.5 feet; thence North 54° 45' West (Var. 15° East) 597.7 feet along line of Denver & Rio Grande Railroad; thence South 345 feet to beginning, containing 1.98 acres. Also W½ of SE¼ and NE¼ of SW¼ and SE¼ of NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. less the following tract: Commencing at NE corner of NW¼ of SE¼ of Sec. 36, Twp. 1N. R. 2W. U. M.; thence South 343 feet; thence North 54° 45' West (Var. 15° East) 594.3 feet along line of Denver & Rio Grande Railraod; thence East 485 feet to beginning, 1.98 acres. Less the following tract: Beginning at NE corner of SE¼ of NW¼ Sec. 36, Twp. 1N. R. 2W. U. M.; thence South 809 feet to North line of Denver & Rio Grande Railroad; thence Northwesterly along the line of said Railroad 1531 feet to intersection of North line of said quarter section; thence East 1300 feet to beginning, containing 12.07 acres, and all water rights. Ack. Feb. 2, 1895 before Henry Harrington, Notary Public, Arapahoe County, Colorado. (Seal) Commission expires July 17, 1895.

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#20671
Book 48
Page 99
April 25, 1895
11:00 A. M.

44

M. W. Blakslee,
to
The Grand Valley Irrigation Company.

DEED. March 7, 1895. Valuable consideration.
Conveys: All water rights for part of SW¼ NE¼ __ 36, 1N. 2W. viz: Commencing at SW corner SW¼ NE¼ 36; thence East 488.5 feet; thence North 54 45' West 597.7 ___; thence S. 345 feet. Also W½ SE¼ and NE¼ SW¼ and SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. P.M.
Ack. March 7, 1895 before W. S. Wallace, Notary Public, Mesa County, Colorado. (Seal) Commission expires Dec. 7, 1895.

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#23777
Book 48
Page 126
June 3, 1896
4:45 P. M.

J.A. Layton,
to
The Grand Valley Irrigation Company.

DEED. June 2, 1896. Valuable consideration. Conveys: All water rights for SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. Ack. June 2, 1896 before W. S. Wallace, Notary Public, Mesa County, Colorado. (Seal) Commission expires Dec. 9, 1896.

45

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#25586
Book 62
Page 62
May 13, 1897
8:00 A. M.

Edward W. Rollins, Trustee,
to
The State.

RESIGNATION AS TRUSTEE. March 1, 1894. Does hereby assign from trust created by Deed of Trust dated Dec. 24, 1888, recorded Jan. 2, 1889 in Book 26, page 6, whereby John H. Ross did convey to him or in case of his death, resignation or absence from the County of Arapahoe or refusal or failure to act then to James H. Morris of the County of Arapahoe as successor in trust, or in case of his death, resignation or absence from the County of Arapahoe or refusal or failure or inability of said Morris to act, then to the Acting County Clerk of the County of Mesa as further successor in trust upon trusts in Deed of Trust set forth the following property: Part of SW¼ of NE¼ Sec. 36, Twp. 1N. R. 2W. U. P. M., Commencing at SW corner of SW¼ of NE¼ Sec. 36;;Thence East 488.5 feet; thence North 54° 45' West (Var. 15° East) 597.7 feet along line of D. & R. G. R. R. grounds; thence South 345 feet to beginning, 1.98 acres. Also the W½ of SE¼ and NE¼ of SW¼ and SE¼ of NW¼ of Sec. 36, Twp. 1N. R. 2W. U. P. M. less following : Commencing at NE corner of NW¼ of SE¼ Sec. 36, Twp. 1N. R, 2W. U. M.; thence South 343 feet; thence North 54° 45' W. (Var. 15° E.) 594.3 feet along line of D. & R. G. R. R. grounds; thence East 485 feet to beginning, 1.95 acres. Also following described tract: Commencing at NE corner of SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M.; thence South 809 feet to North line of D. & R. G. R. R. grounds; thence Northwesterly along line of said line of D. & R. G. R. R. 1531 feet to intersection of North line of quarter section; thence East 1300 feet to point of beginning, 12.07 acres, And all water rights described in Deed of Trust. I do absolutely refuse to act under trusts created by Deed of Trust and do quit-claim hereby to my successor who shall act in said trust all interest which may have been vested in me by Deed of Trust upon same terms nevertheless as those expressed in Deed of Trust. Ack. March 1, 1894 before Thomas H. Reynolds, Notary Public, Arapahoe County, Colorado. (Seal) Commission expires April 6, 1895.

46

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#25587
Book 62
Page 63
May 13, 1897
8:05 A. M.

James H. Morris,
to
The State.

RESIGNATION AS SUCCESSOR IN TRUST.
Dated March 1, 1894.
Hereby resigns from Trust created by Deed of Trust dated Dec. 24, 1888, recorded Jan. 2, 1889 in Book 26, page 6, whereby John H. Ross conveyed to Edward W. Rollins or in case of his death, resignation or absence from said County or refusal or failure to act then to him as successor in trust, or in case of his death, resignation or absence from the County of Arapahoe or refusal or failure or inability to act then to the then acting County Clerk of the County of Mesa as further successor in trust upon trusts in Deed of Trust set forth, the following property: Part of SW¼ NE¼ Sec. 36, Twp. 1N. R. 2W. U. M. described as follows: Commencing at the SW corner of SW¼ NE¼ Sec. 36; thence East 488.5 feet; thence North 54° 45' West (Var. 15° E.)597.7 feet along line of D. & R. G. R. R. grounds; thence South 345 feet to beginning, 1.98 acres. Also W½ of SE¼ and NE¼ of SW¼ and SE¼ of NW¼ Sec. 36, Twp. 1N. R. 2W. U. P. M. less following: Commencing at NE corner of NW¼ of SE¼ Sec. 36, Twp. 1N. R. 2W. U. M.; thence South 343 feet; thence North 54° 45' West (Var. 15° E.) 594.3 feet along line of D. & R. G. R. R. grounds; thence East 485 feet to beginning, 1.95 acres. Also less following: Commencing at NE corner of SE¼ of NW¼ Sec. 36, Twp. 1N. R. 2W. U. M.; thence South 809 feet to North line of D. & R. G. R. R. grounds; thence Northwesterly along line of D. & R. G. R. R. 1531 feet to intersection of North line of quarter section; thence East 1300 feet to beginning, 12.07 acres, together with all water rights described in Deed of Trust. I absolutely refuse to act under trusts created by Deed of Trust and quit-claim hereby to my successors who shall act in said trust all interest which may have been vested in me by Deed of Trust upon same terms as those expressed in Deed of Trust. (Over)

47

Ack. March 1, 1894 before Thomas H. Reynolds, Notary Public, Arapahoe County, Colorado. (Seal) Commission expires April 6, 1895.

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#25645
Book 60
Page 62
May 28,1897
3:00 P. M.

J. B. Bedwell, Acting County Clerk, Successor in Trust,
to
Merrill W. Blakslee.

RELEASE DEED. May 28, 1897. $1.00.
Made to release Trust Deed dated Dec. 24, 1888, recorded Jan. 2, 1889 in Book 26 on page 6, conveyed to Edward W. Rollins, Trustee or in case of his resignation to James H. Morris as successor in trust, or in case of his resignation then to the Acting County Clerk of Mesa County, Colorado, as successor in trust, to secure to The Rollins Investment Company the payment of note. John H. Ross by Merrill W. Blakeslee, his grantee, has paid note. Whereas, Edward W. Rollins and James S. Morris have both resigned the office as Trustee and successor in trust under terms of Trust Deed. Conveys: Part of SW¼ of NE¼ of Sec. 36, Twp. 1N. R. 2W. U. M. described as follows:- Commencing at SW corner of SW¼ of NE¼ Sec. 36; thence East 488.5 feet; thence North 54° 45' West (Var. 15° E.) 597.7 feet along line of D. & R. G. Ry. grounds; thence South 345 feet to beginning, 1.98 acres. Also W½ of SE¼ and NE¼ of SW¼ and SE¼ of NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. less Commencing at NE corner of NW¼ of SE¼ Sec. 36; thence South 343 feet; thence North 54° 45' West (Var. 15° E.) 594.3 feet along R. R. right of way; thence East 485 feet to beginning, 1.95 acres. Also less following: Commencing at NE corner of SE¼ of NW¼ Sec. 36,; thence South 809 feet; thence Northwesterly along Railway 1581 feet intersecting North line of quarter section; thence East 1800 feet to beginning, 12.07 acres, together with 90 inches of water from Grand Valley Canal. Ack. May 28, 1897 by J. B. Bedwell, Successor in Trust, who is known to be County Clerk of Mesa County, before Henry Nichols, Notary Public, Mesa County, Colorado. (Seal) Commission expires March 11, 1899.

48

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#44168
Book 89
Page 240
April 16, 1903
11:30 A. M.

Merrill W. Blakslee,
to
Arthur Nelson and Luther Nelson.

WARRANTY DEED. March 23, 1903. $5600.00.
Conveys: That part of the W½ SE¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying South of right of way of R. G. W. Ry. Also all that part of SW¼ NE¼ of said Section lying South of right of way of said Railway. Also all that part of SE¼ of NW¼ of said Section lying South of said right of way of said Railway. Also the NE¼ SW¼ Sec. 36, except strip along West side of SE¼ NW¼ and NE_ SW_ said Section 16 feet wide. (Also excepting roadway on South side of Railway as now laid out and established.) Ack. March 23, 1903 before James S. Carnahan, Notary Public, Mesa County, Colorado. (Seal) Commission expires Sept. 25, 1906.

49

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#44169
Book 79
Page 467
April 16, 1903
11:35 A. M.

Arthur Nelson and Luther Nelson,
to
The Public Trustee, for use of Merrill W. Blakslee.

TRUST DEED. March 23, 1903. $1.00.
Conveys: All that part of W½ SE¼ Sec. 36, Twp. 1N.R. 2W. U. M. lying South of right of way of R. G. W. Ry. Also all that part of SW¼ NE¼ of said Section lying South of said right of way of Railroad. Also all that part of SE¼ NW¼ of said Section lying South of Railroad. Also the NE¼ of SW¼ of said Section, except strip of ground along West side of NE_ of SW¼ and SE__ of NW¼ of said Section 16 feet wide, and also except roadway on South side of Railroad. Given to secure the payment of their notes of even date herewith for $3000, with interest from date until paid at 8% per annum, payable annually, and represented by one note for $1000. due May 1" 1904, one note due May 1, 1905 and one note due May 1, 1906. Ack. April 16, 1903 before James S. Carnahan, Notary Public, Mesa County, Colorado. (Seal) Commission expires Sept. 25, 1906.

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31 August 1977

Stanley Anderson delivered this noon to the City Manager's office Certificate No. 21736 of the Grand Valley Irrigation Company for -77- shares of stock.

Charles Teed
Community Representative

# 48427 Book 97 Page 50 Feb'y 29,1904 1:00 P.M. 51	Luther Nelson To Andrew Nelson	WARRANTY DEED,February 9th.1904. $750.00 Conveys:- an un-divided 1/2 interest in and to all that part of the W½ SE¼ of Sec.36,Twp. 1N,R 2W,Ute Meridian,lying South of the Right of Way of the Rio Grande Western Railway:also an un-divided 1/2 interestin and to all that part of the SW¼ NE¼ of said Sec.lying South of said Right of Way of said Railway:Also an un-divided 1/2 interest in and to all that part of the SE¼ NW¼ of said Sec.lying South of said Right of Way of said Railway:Also an un-divided 1/2 interest in and to the NE¼ SW¼ of said Sec.36,excepting a strip of ground along the west side of the SE¼ NW¼ and NE¼ SW¼ of said Sec.16 feet wide.Also excepting the road way on the south side of said Railway as now laid out and established. EXCEPT a Trust Deed given March 23rd.1903,for $3000.00 to Merrill W Blakslee.Acknowledged February 15th.1904,before A C Ebert,a Notary Public,Red Willow County,Nebraska. Commission expires August 14th.1904.(N P Seal).

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# 49284 Book 48 Page 168 April 26,1904 8:50 A.M. 52	Farm Investment Company by J E Ricketts,Pres't Attest:F R George,Sec'y (Corporate Seal) To The Grand Valley Ittigation Company.	DEED,April 15,1904.For a valuable consideration.conveys all water rights for the NE¼ of Sec.36,T 1N, -- 2W,Ute Meridian.Acknowledged April 15,1904,by J E Ricketts, President of said Company,before C W Cline,N. P.Ramsey County,Minn. Com.exp.---------.(Seal).

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# 65326 Book 118 Page 451 Jan'y 29,1907 2:50 P.M. 53	Andrew Nelson and Sarah M Nelson,(wife) To Luther Nelson.	WARRANTY DEED,January 29th.1907. $4,000.00 Conveys:- an un-divided 1/2 interest in and to all that part of the W½ SE¼ of Sec.36,Twp. 1N,R 2W,Ute Meridian,lying South of the Right of Way of the Rio Grande Western Railway.Also and un-divided 1/2 interest in and to that part of the SW¼ NE¼ of said Section lying South of the Right of Way of said Railway.Also an un-divided 1/2 interest in all that part of theSE¼ NW¼ lying South of said Right of Way.Also an un-divided 1/2 interest in the NE¼ SW¼ of said Sec.36,EXCEPT a strip of ground along the west side of the SE¼ NW¼ and the NE¼ SW¼ of said Section,16 feet wide.Also except the Roadway on the South side of said Railway,as now laid out and established.Acknowledged January 29th.1907,by grantors, before William A Marsha Notary Public,Mesa County,Colorado. Commission expires January 7th.1909.(N P Seal).

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\# 65327 Luther Nelson,a single-- **MORTGAGE,**January 29th.1907.$4,000.
Book 54 To Conveys:- an un-divided 1/2 inter-
Page 470 Andrew Nelson est in and to all that part of the
Jan'y 29,1907 W ½ SE¼ of Sec.36,Twp.1N,R 2W,of
2:55 P.M. The Ute P.M.,lying South of the
Right of Way of the Rio Grand Western Railway.Also an un-divided 1/2 interest in ant to all that part of the SW¼ NE¼
54 of said Section,lying South of said Right of Way of said Railway.Also an un-divided 1/2 interest in and to all that part of the SE¼ NW¼ of said Section,lying South of the said Right of Way of said Railway.Also an un-divided 1/2 interest in and to the NE¼ SW¼ of said Section 36.EXCEPT a strip of ground along the west side of the SE¼ NW¼ and the NE¼ SW¼ of said section,16 feet wide:also excepting the road way on the south side of said Railway,as now laid out and established.To secure $4,000.according to the terms of his 4 notes for the total sum of $4000.of even date herewith,payable as follows,to-wit:- No.1 July 29th.1907:
No.2,July 29th.1908:No.3,July 1st.1910:No,2,July 1st.1911, with interest thereon from the date thereof until paid,at 8% per annum,interest payable at maturity of each note.
Acknowledged January 29th.1907,before Willaiam A Marsh, N.P., Mesa County,Colorado.Commission expires Jan'y,7,1909
RELEASED ON MARGIN November 2nd.1908,by Andrew Nelson,in the presence of O.P.M.Steel,Deputy County,Clerk.

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\# 66467 M M Shores, **RELEASE DEED,**March 18,1907.$2.00
Book 112 Public Trustee Made to release Trust Deed dated
Page 530 To March 23,1903,recorded April 16th.
March 18,1907 Arthur Nelson and 1903,in Book 79 at Page 467 of the
2:30 P.M. Luther Nelson. records of Mesa County,to secure
to Merrill H Blakslee payment of
3 notes.NOTES PAID.Conveys:-
all that of the W½ SE¼ of Sec.36,
55 Twp.1N, R 2W,Ute Meridian,lying South of the Right of Way of the Rio GrandeWestern Railway.Also all that part of the SW¼ NE¼ of said Section lying South of said Right of Way of said Railway.Also all that part of the SE¼ NW¼ of said Section lying South of the said Railroad.Also the NE¼ SW¼ of Said Sec.EXCEPTING a strip of ground along the west side of the NE- of SW¼ and SE--of NW¼ of said Section,16 feet wide:and also except the road way on the south side of Railroad.Acknowledged March 18th.1907,before J H Gallupe, Deputy County Clerk,Mesa County,Colorado.(Mesa Co.Seal).

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\# 78997 Arthur Nelson and **WARRANTY DEED,**November 2nd.1908.
Book 137 Anna Belle Nelson $5,000.00 Conveys:- an un-divided
Page 100 To 1/2 interest in NE¼ SW¼ of Sec.36,
Nov.2,1908 Luther Nelson,single Twp.1N,R 2W,Ute Meridian.Also an
3:00 P.M. un-divided 1/2 interest in all
that part of the SE¼ NW¼ of said
Sec.lying South of the Right of
Way of the Rio Grande Western Railway.Also an un-divided 1/2 interest in SW¼ NE¼ of said Section lying South of the
56 said Railway.Also an un-divided 1/2 interest in the NW¼ NW¼ SE¼ of said Section,excepting a strip of ground along the west side of the NE¼ SW¼ and SE¼ NW¼ of said Section,16 feet wide:also excepting the roadway along the South side of said Railway,as now laid out and established.With all Ditch and water rights pertaining to above described land.
Acknowledged November 2,1908,by grantors before William A Marsh,N.P.,Mesa Co.Colo.Commission expires Jan.7,1909.
(N P Seal).

# 78999 Book 139 Page 140 Nov.2,1908 3:10 P.M. 57	Luther Nelson To The Public Trustee For use of Andrew Nelson.	TRUST DEED,November 2nd.1908.$1.00 Conveys:- NE¼ SW¼,and also all that part of the SE¼ NW¼ and all that part of the SW¼ NE¼ lying South of the Right of Way of the Rio Grande Western Railway,All in Sec.36,Twp.1N,R 2W,Ute Meridian, EXCEPT a strip of ground along the west side of the SE¼ NW¼ and NE¼ SW¼ of said Section,16 feet wide:also excepting roadway on the south side of said Railway as now laid out and established.IN TRUST,To secure payment of note of even date herewith for the sum of $3150. due on or before July 1st.1911,with interest at 8% per annum,payable semiannually with the privilege of paying $100.or over,in equal $100.00 payments at any interest payment period.Acknowledged November 2,1908,before William A Marsh,N.P.,Mesa County,Colo. Commission expires January 7th.1909.(N P Seal).

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# 123740 Book 198 Page 389 Jan'y 15,1915 3:00 P.M. 58	Benton Canon, Public Trustee To Luther Nelson.	RELEASE DEED,January 15th.1915.$2. Made to release Trust Deed dated November 2nd.1908,recorded November 2nd.1908,in Book 139 at Page 140 of the records of Mesa County, to secure to Andrew Nelson 1 note. NOTE PAID.Conveys:- the NE¼ SW¼, also that part of the SE¼ NW¼ and that part of the SW¼ NE¼ lying South of the Right of Way of the Rio Grande Western Railway,all in Sec.36,Twp.1N,R 2W,Ute Meridian,EXCEPTING a strip of ground along the west side of the SE¼ NW¼ and NE¼ SW¼ of said Section,16 feet wide:also excepting the Roadway on the South side of the said Railway,as now laid out and established.Acknowledged January 15th.1915,by Benton Canon,Public Trustee,before J A Munson,Deputy County Clerk,Mesa County,Colorado.(Mesa Co.Colo.Seal).(10¢ IR St)

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THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing consisting of Fifty-eight,(58) entries numbered One to Fifty-eight,(1 to 58),inclusive is a full and complete abstract of each and every instrument of record or on file in the office of the County Clerk and Recorder of the County of Mesa in the State of Colorado,in any manner affecting or relating to the premises described in the Caption hereto,or any part thereof or the title thereto.

Dated at Grand Junction,Mesa County,Colorado,this 11th.day of February,A.D.1915,at 2:15 o'clock P.M.

THE MESA COUNTY ABSTRACT COMPANY,

By J. A. Measures

Manager.

59. John H. Ross to John L. Wooden — WARRANTY DEED $200.00 — Dated January 28, 1889 — Filed February 9, 1889 at 12:20 o'clock P. M. — #6996 Book 24 Page 298

Conveys:- Commencing at NE corner of SE¼NW¼ Sec. 36, Twp. 1N. R. 2W. U. P. M., thence S 809 feet, to N line of Denver and Rio Grande Railroad grounds thence NWly along the N line of said right of way of Denver and Rio Grande 1531 to intersection of N line of said quarter section thence E 1300 feet to point of beginning, containing about 12.07 acres. Together with 10 inches of water in the Independent Ranchmens Ditch and used for the purpose of irrigating above described land.

Ack. January 28, 1889 before J. Clayton Nichols, Notary Public, Mesa County, Colorado (Seal) Commission expires January 28, 1891.

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60. John L. Wooden to J. A. Layton — WARRANTY DEED $2500.00 — Dated Feb. 23, 1891 — Filed Feb. 24, 1891 at 8:10 o'clock A.M. — #11202 Book 33 Page 244

Conveys: Part of SE¼ NW¼ of Sec- 36, Twp. 1N, R.2W. U.M. more particularly described as follows to-wit: Beginning at the NE corner of SE¼ NW¼ of Sec. 36, Twp. 1N, R.2W. U.M. thence S 809 feet, to D. & R. G. Railway, thence NWly along said right of way 1531 feet, thence E 300 feet to place of beginning. Together with 20 statute inches of water in the Grand River Ditch (and other land) with which both the above mentioned parcels of land is irrigated, and all improvements thereon.

Ack. Feb. 23, 1891 before Addison J. McCune, County Clerk, by Frank McClintock, Deputy, Mesa County, Colorado. (Seal)

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61. Kearney & Co. and J. A. Layton — AGREEMENT — Dated March 27, 1891 — Filed April 2, 1892 at 10:00 o'clock A. M. — #13708 Book 27 Page 580

First party agrees to convey to the second party land in Arapahoe County, Colorado. Second party agrees to convey to the first party The E½ NE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M.; Also all that part of the E½ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M., lying N of the right of way of the Denver and Rio Grande Railroad running through said NW¼ Section; containing 32 acres more or less, 28 acres more or less of which are planted with fruit trees; lying and being situate in Mesa County, Colorado. All deeds and conveyances to be executed and delivered on or before 90 days from this date.

Ack. March 27, 1891 by F. E. Kearney of the firmof Kearney & Co. and J. A. Layton , before Charles J. Blakeney, Notary Public, Arapahoe County, Colorado. (Seal) Commission expires October 13, 1894

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62. Treasurer of Mesa County to L. M. Layton — TAX SALE $14.00 — Dated December 1, 1893 — #1338 Book F Page 120

Sale of:-

Commencing at the NE cor SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. thence S 109 ft. to the D. & R. G. Railroad right of way thence NWly along the line of sd right of way 1531 feet to the Intersection of the N line of sd. quarter Sec. thence E 1320 ft- to point of beginning, Sec. 36, T. 1N. R. 2W.

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63. R. E. Fletcher, Treasurer (Seal) to L. M. Layton

TREASURER'S DEED
Dated December 5, 1896
Filed December 7, 1896
at 10:30 o'clock A. M.

#24648
Book 25
Page 59

Know all Men By these Presents, that, whereas the following described real property, viz:- Commencing at the NE corner of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. P. M. thence S 109 feet to the D. & R. G. right of way, thence NWly along the line of said right of way 1531 feet to the intersection of N line of said quarter Section, thence E 130 feet to place of beginning Section 36, Twp. 1N. R. 2W. U. P. M. situated in the County of Mesa and State of Colorado, was subject to taxation for the year 1892 and whereas, the taxes assessed upon said real property, for the year aforesaid remained due and unpaid at the date of the sale hereinafter named, and Whereas, the Treasurer of the said County did, on December 1, 1893 by virtue of the authority vested in him by law, at (an adjourned sale) the sale begun and publicly held on December 1, 1893 expose to public sale at the office of the Treasurer in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the real property above described, for the payment of taxes interest and costs then due, and remaining unpaid on said property; and Whereas, at the time and place aforesaid L. M. Layton of the County of Mesa and State of Colorado having offered to pay the sum of $13.20, being the whole amount of taxes interest and costs then due and remaining unpaid on said property, for the whole and severally of said property as above described which was the least quantity bid for, and payment of said sum having been made by her to the said Treasurer, the said property was stricken off to her at that price; and, whereas, the said L. M. Layton, has paid subsequent taxes on said property, to the amount of $11.94. and, whereas, more than 3 years have elapsed since the date of said sale and the said property has not been redeemed therefrom, as provided by law. Now Therefore, I R. E. Fletcher Treasurer of the County aforesaid, for and in consideration of said sum do convey to the said L. M. Layton, her heirs and assigns, the real property last hereinbefore described, To Have and to Hold, unto her the said L. M. Layton heirs and assigns foreverl subject however, to all rights of redemption by minors, insane persons, or idiots, provided by law.

Ack. December 5, 1896 before Henry Nichols, Notary Puclic, Mesa County, Colorado.
(Seal) Commission expires March 11, 1899.

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64. J. A. Layton to The Grand Valley Irrigation Company its successors and assigns

WATER DEED "Valuable"
Dated June 2, 1896
Filed June 3, 1896
at 4:45 o'clock P. M.

#23777
Book 48
Page 126

Conveys:- All the right, title and interest I have, by virtue of any contracts or deeds heretofore made with and to me or my grantors by The Grand River Ditch Company, The Mesa County Ditch Company, The Pioneer Extension Ditch Company, The Independent Ranchmen's Ditch Association or The Grand Valley Canal Company, to claim, obtain or use water from the canal or canals of said Companies for the purpose of irrigating or using water on to-wit: All that part of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U.M. Together with all the water rights , privileges or easements conveyed by said contracts, or deeds to me or my grantors.

Ack. June 2, 1896 before W. S. Wallace, Notary Public, Mesa County, Colorado.
(Seal) Commission expired December 9, 1896.

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65. Lorin A. Staley to The Grand Valley Irrigation Company its successors and assigns.

WATER DEED "Valuable"
Dated July 14, 1896
Filed August 5, 1896
at 2:30 o'clock P. M.

#24145
Book 48
Page 129

Conveys:- All the right, title and interest I have, by virtue of any contracts or deeds heretofore made with and to me or my grantors by The Grand River Ditch Company, The Mesa County Ditch Company, The Pioneer Extension Ditch Company, The Independent Ranchmen's Ditch Association or The Grand Valley Canal Company, to claim, obtain or use water from the canal or canals of said Companies for the purpose of irrigating or using water on to-wit: All that part of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying and being N of the D. & R. G. Railway right of way. Together with all the water rights, privileges or easements conveyed by said contracts, or deeds to me or my grantors.

Ack. July 16, 1896 before James W. Bucklin, Notary Public, Mesa County, Colorado.
(Seal) Commission expires March 16, 1899.

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66. Treasurer of Mesa County to Louisa M. Layton

TAX SALE $4.75 #2919
Dated November 22, 1897 Book G Page 122
Sale of:-
E½ SE¼ NW¼ N of D. & R. G. W. R. R. Sec. 36 Twp. 1N. R. 2W.
CONVEYED to Louisa M. Layton, January 7, 1900

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67. Treasurer of Mesa County to Mesa County

TAX SALE $1.25 #4019
Dated December 8, 1898 Book E Page 157
Sale of:-
That part of W½ SE¼ NW¼ N of Ry. Sec. 36, Twp. 1N. R. 2W.
ASSIGNED to Fred W. Halbouer, July 8, 1907.

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68. W. C. McCurdy, Treasurer (____) to Louise M. Layton

TREASURER'S DEED #33848
Dated January 7, 1900 Book 25
Filed January 7, 1901 Page 106
at 3:05 o'clock P. M.
That, Whereas, the following described real property, viz: The E½ SE¼ NW¼ N of D. & R. G. R. R. in Sec. 36, Twp. 1N. R. 2W. U. P. M. situated in Mesa County, Colorado, was subject to taxation for the year 1896 and whereas, the taxes assessed upon said real property, for the year aforesaid, remained due and unpaid at the date of the sale hereinafter named; and, whereas, the Treasurer of the said County did, on November 22, 1897 by virtue of the authority vested in him by law, at (an adjourned sale) the sale begun and publicly held on November 22, 1897 expose to public sale at the office of the Treasuere in the County aforesaid in substantial conformity with the requirements of the statute in such case made and provided, the real property above described, for the payment of taxes, interest and costs then due, and remaining unpaid on said property; and Whereas, at the time and place aforesaid Louise M. Layton of the County of - - -and State of Colorado, having offered to pay the sum of $4.75, being the whole amount of taxes, interest and costs then due and remaining unpaid on said property for the E½ SE¼NW¼ N of the D. & R. G. R. R. in Sec. 36, T. 1N. R. 2W. U. P. M. which was the least quantity bid for, and payment of said sum having been made by her to the said Treasurer, the said property was stricken off to her at that price; and Whereas, the said Louise M. Layton the holder of said Certificate has paid subsequent taxes on said property, to the amount of $15.87; and whereas, more than 3 years have elapsed since the date of said sale and the said property has not been redeemed therefrom, as provided by law; Now Therefore, I W. C. McCurdy Treasurer of the County aforesaid for and in consideration of the said sum do hereby convey to the said Louise M. Layton her heirs and assigns, the real property last hereinbefore described, to Have and To Hold, unto her the said Louise M. Layton heirs and assigns forever: subject however, to all rights of redemption by minors, insance persons, or idiots, provided by law.
Ack. January 7, 1901 before W. G. Boyer, Deputy County Clerk, Mesa County, Colorado.
(Seal) Commission expires

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69. Lorin A. Staley to Louisa M. Layton

QUIT CLAIM DEED $1.00 #33578
Dated January 31, 1901 Book 56
Filed February 4, 1901 Page 415
at 8:10 o'clock A. M.
Quit claims:- All that part of the E½SE¼NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of the Denver and Rio Grande (Now Rio Grande Western) Railroad Company right of way. (I. R. S. 50¢)
Ack. January 31, 1901 before Guy V. Sternberg, Notary Public, Mesa County, Colorado
(Seal) Commission expires October 7, 1903.

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70. Treasurer of Mesa County to Mesa County

TAX SALE $2.93 #6315
Dated December 24, 1901 Book I Page 52
Sale of:-
All N of R. R. in NW¼ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W.
CANCELLED by order of Board of County Commissioners, November 15, 1906.

71. Louisa M. Layton to Mesa County — WARRANTY DEED $325.00 — Dated June 25, 1902 — Filed June 30, 1902 at 2:50 o'clock P. M. — #41172 Book 78 Page 86

Conveys:- The E½ SE¼ NW¼ Sec. 36, Twp.1N. R. 2W. U. M. lying N of the Denver and Rio Grande Railroad right of way containing 13 acfes more or less.
Ack. June 26, 1902 before Henry C. Fink, Notary Public, Montrose County, Colorado. (N. P. Seal) Commission expires October 23, 1904

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72. John L. Wooden to Mesa County — QUIT CLAIM DEED $1.00 and other valuable considerations — Dated November 21, 1902 — Filed November 21, 1902 at 9:30 o'clock A. M. — #42364 Book 80 Page 106

Quit claims:- The E½ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of the right of way of the Denver and Rio Grande Railway, Containing 13 acres more or less.
Ack. November 21, 1902 before J. B. Mann, County Clerk, Mesa County, Colorado. (Co.C.Seal)

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73. Mesa County Colorado James H. Smith Commissioner (Mesa County Seal) to Dora C. Davis — WARRANTY DEED $202.50 — Dated November 18, 1902 — Filed December 1, 1902 at 1:25 o'clock P. M. — #42476 Book 78 Page 439

Conveys:- All that portion of the E½SE¼NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of the right of way of The Denver and Rio Grande Railroad Company as the same now exist containing 13 acres more or less.
Ack. November 18, 1902 by James H. Smith Commissioner to convey the within described land for Mesa County, Colorado before J. B. Mann, County Clerk, Mesa County, Colo. (Co. C. Seal)

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74. Riley Stoner to I. L. Davis and his wife Dora C. Davis — QUIT CLAIM DEED $30.00 and Ditch right of way — Dated May 4, 1906 — Filed May 5, 1906 at 1:00 o'clock P. M. — #60767 Book 100 Page 214

Quit claims:- 10 inches of waste water coming through the ditch of the said Stoner at the NE corner of a 33 acre tract of land described as follows: The S 20 acres of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. Mesa County, Colorado. (Granting clause gives R. Stoner)
Ack. May 4, 1906 before Robert C. Walker, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires July 27, 1909.

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75. Treasurer of Mesa County to M. O. Delaplain — TAX SALE $3.44 — Dated December 22, 1902 — Sale of:- 5 A N of R. R. in NW¼ SE¼ NW¼ Sec. 36, T. 1N R. 2W. — #6875 Book I Page 123

CANCELLED by order of Board of County Commissionners December 18, 1906.

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76. Treasurer of Mesa County to Mesa County — TAX SALE $2.55 — Dated November 28, 1903 — Sale of:- All N of Rio Gr. Rr. in NW¼ SE¼ NW¼ Sec. 36 Twp. 1N. R. 2W. U. — #7618 Book I Page 220

CANCELLED by order of Board of County Commissioners, November 15, 1906

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77. Treasurer of Mesa County to Mesa County

TAX SALE $1.50 #8007
Dated December 20, 1904 Book J Page 42
Sale of:-
All W½ SE¼ NW¼ N of Ry. Sec. 36, Twp. 1N. R. 2W.
CANCELLED by order of Board of County Commissioners, November 15, 1906.

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78. Treasurer of Mesa County to M. O. Dalaplain

TAX SALE $16.76 #8168
Dated December 5, 1905 Book J Page 63
Sale of:-
All that part of E½ SE¼ NW¼ lying N of Ry. of D. & R. G. Ry. Sec. 36, Twp. 1N. R. 2W. (and other land)
REDEEMED by Irving Lee Davis May 4, 1906

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79. M. M. Shores, Treasurer (County Treasurers Seal) to Fred W. Halbouer

TREASURER'S DEED #68740
Dated July 8, 1907 Book 93
Filed July 8, 1907 Page 518
at 2:20 o'clock P. M.
That whereas, the following described real property, viz: That part of the W½ SE¼ NW¼ lying N of railroad in Sec. 36, Twp. 1N. R. 2W. U. P. M. situated in the County of Mesa and State of Colorado, was subject to taxation for the year 1897; And Whereas, the taxes assessed upon said property for the year aforesaid remained due and unpaid at the date of the sale hereinafter named; and, whereas, the Treasurer of the said County did, on December 8, 1898, by virtue of the authority vested in him by law, at (an adjourned sale) the sale begun and pubhicly held on December 5, 1898, expose to public sale at the office of the Treasurer, in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the real property above described for the payment of the taxes, interest and costs then due and remaining unpaid on said property; And, Whereas, at the sale so held as aforesaid by the said Treasurer, no bids were offered or made by any person or persons for the said property, and no person or persons having offered to pay the said taxes, interest and costs upon the said property for that year, and the Treasurer having become satisfied that no sale of said property could be had, therefore the said property was, by the then Treasurer of the said County, stricken off to the said County, and a certificate of sale was duly issued therefor to the said County in accordance with the statute in such case made and provided. And, Whereas, the said Mesa County, acting by and through its County Treasuere did duly assign the certificate of sale of said property, so issued as aforesaid to said County, and all its rights, title and interest in said property held by virtue of said sale to Fred W. Halbouer. And, Whereas, the said Fred W. Halbouer has paid subsequent taxes on said property to the amount of $12.23; And, Whereas, More than 3 years have elapsed since the date of the said sale, and the said property has not been redeemed therefrom as provided by law. And, Whereas, the said property was assessed for that year at a sum of less than $250.00. And, Whereas, all of the provisions of the statutes prescribing prerequisites (to) obtaining tax deeds have been fully complied with, and are now of record and filed in the office of the County Treasurer of said County. Now, Therefore, I, M. M. Shores, Treasurer of the County aforesaid, for and in consideration of the sum to the Treasurer paid as aforesaid, do hereby convey to the said Fred W. Halbouer his heirs and assigns, forever, subject to all the rights of redemption by minors, insane persons or idiots, provided by law, the above described real property. Ack. July 8, 1907 before R. E. Starr, County Clerk, Mesa County, Colorado. (Co. C. Seal)

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80. Dora C. Davis to Andrew Nelson — WARRANTY DEED $1500.00 — Dated July 24, 1907 — Filed August 19, 1907 at 8:10 o'clock A. M. — #69290 Book 123 Page 397

Conveys:- All that portion of E½ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of right of way of Denver and Rio Grande Railroad Company as the same now exists containing 13 acres more or less. Also the E½ NE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M.

Ack. July 24, 1907 before Geo. T. Childs, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires August 24, 1910

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81. I. L. Davis, Dora C. Davis to Andrew Nelson — QUIT CLAIM DEED $1.00 — Dated July 24, 1907 — Filed August 19, 1907 at 8:15 o'clock A. M. — #69291 Book 100 Page 452

Quit claims:- 10 inches of water coming through the ditch of R. Stoner at the NE corner of a 33 acre tract of land described as follows: The S 20 acres of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. Mesa County, Colorado.

Ack. August 24, 1907 by I. L. Davis and his wife Dora C. Davis before Geo. T. Childs Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires August 24, 1910

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82. Fred W. Halbouer to Andrew Nelson — QUIT CLAIM DEED $40.00 — Dated October 25, 1907 — Filed October 26, 1907 at 4:35 o'clock P. M. — #70618 Book 100 Page 494

Quit claims:- All that part of the W½ SE¼ NW¼ lying N of Railroad in Sec. 36, Twp. 1N. R. 2W. U. M.

Ack. October 26, 1907 before O. P. M. Steel, Deputy County Clerk, Mesa County, Colo. (Co. C. Seal)

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83. Andrew Nelson to Fred A. Lyons and G. W. Winnie — QUIT CLAIM DEED $1.00 — Dated March 9, 1908 — Filed March 9, 1908 at 2:35 o'clock P. M. — #73692 Book 131 Page 14

Quit claims:- 10 inches of waste water through the ditch of R. Stoner at the NE corner of a 33 acre tract of land described as follows. S 20 acres of SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M.

Ack. March 9, 1908 before Ollie E. Bannister, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires July 29, 1909

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84. Andrew Nelson to Fred A. Lyons and G. W. Winnie — QUIT CLAIM DEED $90.00 — Dated March 9, 1908 — Filed March 9, 1908 at 2:40 o'clock P. M. — #73693 Book 131 Page 15

Quit claims:- All that part of W½ SE¼NW¼ lying N of Rr. in Sec. 36, Twp. 1N. R. 2W. U. M.

Ack. March 9, 1908 before Ollie E. Bannister, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires July 29, 1909

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85. Andrew Nelson to Fred A. Lyons and G. W. Winnie — WARRANTY DEED $2800.00 — Dated March 9, 1908 — Filed March 9, 1908 at 2:45 o'clock P. M. — #73694 Book 128 Page 384

Conveys:- All that portion of E½SE¼NW¼ of Sec. 36, Twp. 1N. R. 2W. U. M. lying N of right of way of Denver & Rio Grande Railroad Company as the same now exists. Also E½ NE¼ NW¼ Sec. 36, Twp. 1N. R.2W.

Ack. March 9, 1908 before Ollie E. Bannister, Notary Public, Mesa County, Colorado (N. P. Seal) Commission expires July 29, 1909.

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86. Fred A. Lyons
G. W. Minnie
to
Public Trustee for use of
Andrew Nelson

TRUST DEED $1.00 #73684
Dated March 9, 1908 Book 124
Filed March 9, 1908 Page 500
at 1:40 o'clock P. M.
Conveys:- All that portion of E½ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of right of way of Denver and ____R. R. Company as the same now exists containing 13 acres more or less. Also E½ NE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. IN TRUST to secure 2 note bearing even date herewith payable to Andrew Nelson 3 and 6 years after date for the principal sum of $540.00 and $1000. respectively with interest from date until paid at 8% per annum.
Ack. March 9, 1908 before Ollie E. Bannister, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires July 29, 1909.

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87. M. M. Shores Public Trustee
to
Fred A. Lyons and
G. W. Winnie

RELEASE DEED $2.00 #76885
Dated July 1, 1908 Book 132
Filed July 1, 1908 Page 375
at 1:00 o'clock P. M.
Releases:- All that portion of the E½SE¼NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of right of way of Denver and _____Railroad Company as the same now exists containing 13 acres more or less. (and other land) From Deed of Trust dated March 9, 1908 recorded March 9, 1908 in book 124 page 500 to secure Andrew Nelson payment of 2 notes. Notes paid.
Ack. July 1, 1908 before O. P. M. Steel, Deputy County Clerk, Mesa County, Colorado
(Co. C. Seal)

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88. G. W. Winnie
to
Fred A. Lyons

WARRANTY DEED $1.00 #76889
Dated July 1, 1908 Book 136
Filed July 1, 1908 Page 129
at 2:10 o'clock P. M.
Conveys:- A 1/2 undivided interest in all that portion of E½ SE¼ NW¼ Sec. 36 Twp. 1N. R. 2W. U. M. lying N of right of way of D. & R. G. Railway as the same now exists containing 13 acres more or less; Also all that part of the W½ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. containing 2 acres more or less lying N of right of way of D. & R. G. Railway Company as it now exists (and other land) except a Trust Deed to secure 2 notes 1 for $540.00 and 1 for $1000.00 payable to Andrew Nelson, which are assumed by said 2nd party.
Ack. July 1, 1908 before J. Samuel Gourley, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires September 16, 1908

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89. Fred A. Lyons
to
Public Trustee for use of
Andrew Nelson

TRUST DEED $1.00 #76890
Dated July 1, 1908 Book 135
Filed July 1, 1908 Page 405
at 2:15 o'clock P. M.
Conveys:- All that portion of the E½SE¼NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of the right of way of the D. & R. G. Railway Company as the same now exists, containing (13) acres more or less. Also all that part of the W½ SE¼ NW¼ Sec. 36, Twp. 1N R. 2W. U. M. containing 2 acres more or less and lying N of right of way of the D. & R. G. Railway Company as the same now exists. IN TRUST to secure his note of even date herewith, payable to Andrew Nelson for the sum of $540.00 with interest thereon from date until paid at 8% per annum, interest payable semi-annually, due on or before March 9, 1911.
Ack. July 1, 1908 before J. Samuel Gounley, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires September 16, 1908.

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90. Fred A. Lyons to Public Trustee for use of G. W. Winnie

TRUST DEED $1.00 — #76892
Dated July 1, 1908 — Book 135
Filed July 1, 1908 — Page 407
at 2:25 o'clock P. M.

Conveys:- All that portion of the E½ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of the right of way of the D. & R. G. Railway Company as the same now exists, containing 13 acres more or less. Also all that portion of the W½ SE¼ NW¼ Sec. 36, Twp.1N R. 2W. U. M. containing 2 acres more or less, lying N of the right of way of the D & R. G. Railway Company as it now exists.

Ack. July 1, 1908 before J. Samuel Gourley, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires September 16, 1908

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91. Fred A. Lyons to The State

AFFIDAVIT AND NOTICE OF LIEN — #80097
Filed December 21, 1908 — Book 2 Page
at 2:00 o'clock P. M. — Page 278

Fred A. Lyons - - on or about July 1, 1908 he sold and conveyed to one Frank Haviland the following described property situate in the County of Mesa State of Colorado to-wit: All that part of E½ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. lying N right of way of Denver & Rio Grande Railroad Company containing 13 acres. Also all that portion W½ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. lying N of right of way D. & rio Grande Railroad Company containing 2 acres. That in part consideration for said sale and conveyance the said Frank Haviland agreed to execute and deliver this affiant a promissory note signed by himself and his wife and payable to the orderof this affiant 1 year after date hereof for the principal sum of $200.00 together with interest at 8% per annum that the said Frank Haviland failed and refused and still fails and refuses to execute and deliver to this affiant said note; that said note represents a portion of the purchase price of said property; that by reason of the failure of said Frank Haviland to execute said note, said sum of $200.00 is now due and payable; and this affiant claims and hereby given notice to all persons that he has a lien upon said property for the said sum of $200.00 with interest at rate of 8% per annum from July 1, 1908 and that unless the said sum is paid by the said Frank Haviland this affiant will enforce his said lien against said property for proper proceedings.

Ack. December 21, 1908 before Straud M. Logan, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires June 12, 1910

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92. John J. Raber to Thor. H. Neilson

QUIT CLAIM DEED $1.00 and other valuable consideration — #81499
Dated February 17, 1909 — Book 131
Filed February 26, 1909 — Page 301
at 9:50 o'clock A. M.

Quit claims:- 10 inches of water coming through the ditch of R. Stoner at the NE corner of a 33 acre tract of land described as follows: S 20 acres of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M.

Ack. February 18, 1909 before Noah J. Browne, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires December 21, 1912.

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93. Fred A. Lyons to John J. Raber

QUIT CLAIM DEED $81670 — #81670
Dated July 1, 1908 — Book 131
Filed March 5, 1909 — Page 311
at 1:00 o'clock P. M.

Quit claims:- 10 inches of water coming thru the ditch of R. Stoner at the NE corner of a 33 acre tract of land described as follows: the S 20 acres of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M.

Ack. July 1, 1908 before Charles Van Hoorebeke, Notary Public, Mesa County, Colorado
(N. P. Seal) Commission expires March 22, 1910

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94. Fred A. Lyons to Frank Haviland — WARRANTY DEED, Dated July 27, 1908, Filed March 6, 1909 at 9:00 o'clock A. M. — #81684, Book 141, Page 170

Conveys:- All that portion of E½ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of right of way of D. & R. G. Railway Company as same now exists containing 13 acres more or less. Also all that part of W½SE¼NW¼ Sec. 36, Twp. 1N. R. 2W. containing 2 acres and lying N of right of way of D. R. G. R.R. as it now exists. Subject to mortgage for $540.00 in favor of Andrew Nelson due 3 years from July 1, 1908 and a mortgage for $500.00 in favor of G. W. Winnie due in 3 years from July 1, 1908 with interest at 8% ___ which are assumed by the party of the 2nd part. Except the mortgages above stated.

Ack. July 27, 1908 before Horace T. DeLong, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires October 18, 1910.

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95. Frank Haviland to Grant Haviland — WARRANTY DEED $250.00, Dated March 5, 1909, Filed March 6, 1909 at 9:05 o'clock A. M. — #81685, Book 141, Page 173

Conveys:- All that portion of the E½SE¼NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of right of way of D. & R. G. railway Company as the same how exists containing 13 acres, more or less. Also all that part of W½ SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. containing 2 acres more or less and lying N of D. & R. G. RR. as it now exists. Subject to right of way $540.00 in favor of Andrew Nelson due 3 years from July 1, 1908 and a mortgage for $500.00 of G. W. Winnie due in 3 years from July 1, 1908 which interest at 8% per annum which are assumed by party of 2nd part. Except the mortgages above stated.

Ack. March 5, 1909 before J. Monroe Stewart, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires January 16, 1913.

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96. Grant Haviland to A. H. Thornburg — WARRANTY DEED, Dated March 6, 1909, Filed March 10, 1909 at 9:50 o'clock A. M. — #81774, Book 141, Page 203

Conveys:- All that part of the SE¼ NW¼ Sec. 36 Twp. 1N. R. 2W. U. M. lying N of the R. G. Western right of way containing 15 acres more or less. Except 1 mortgage for $540.00 given July 1, 1908 and 1 mortgage for $500.00 given July 1, 1908.

Ack. March 6, 1909 before R. Hugh Skeggs, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires December 7, 1911

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97. A. H. Thornburg to Glea A. Maxwell — DEED $2.00, Dated April 23, 1909, Filed April 26, 1909 at 9:40 o'clock A. M. — #82821, Book 141, Page 493

Conveys:- All that part of SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of the Rio Grande Western right of way containing 15 acres more or less. Except 2 certain encumbrances of record dated July 1, 1908 securing the aggregate sum of $1040.00.

Ack. April 23, 1909 before Addie A. Tanner, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires February 2, 1911

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98. Treasurer of Mesa County to Mesa County — TAX SALE $13.19, Dated December 15, 1909, Sale of:- All of SE¼ NW¼ N of R. G. W. Ry, Sec. 36, Twp. 1N. R. 2W. — #10558, Book K Page 153

REDEEMED by G. A. Maxwell, April 25, 1910.

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99. Glea A. Maxwell to Delia W. Felker — WARRANTY DEED $750.00 — Dated April 24, 1909 — Filed March 28, 1912 at 10:10 o'clock A. M. — #105825 Book 171 Page 502

Conveys:- All that part of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of the Rio Grande Western Right of way, Containing 15 acres more or less. Except 2 incumbrances of record securing the aggregate sum of $1040.00.

Ack. April 24, 1909 by Glea A. Maxwell before Addie A. Turner, Notary Public, City and County of Denver, Colorado.

(N. P. Seal) Commission expires February 2, 1911

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100. Delia W. Cross formerly Delia W. Felker to Kathryn J. Bergen — WARRANTY DEED $1.00 and other good and valuable considerations — Dated July 16, 1912 — Filed August 26, 1912 at 2:35 o'clock P. M. — #108577 Book 172 Page 438

Conveys:- All that part of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of the Rio Grande Western right of way, containing 15 acres more or less. Except 2 encumbrances now of record, securing the aggregate sum of $1040.00 and interest, and taxes for 1912.

Ack. July 19, 1912 by Delia W. Cross, formerly Delia W. Felker before Adeline E. Norton, Notary Public, City and County of Denver, Colorado.

(N. P. Seal) Commission expires August 17, 1913

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101. Kathryne J. Bergen to Charles W. Pate, Trustee for use of George D. Corson — TRUST DEED $1.00 — Dated July 23,1912 — Filed August 26, 1912 at 2:40 o'clock P. M. — #108578 Book 162 Page 453

Conveys:- All that part of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of the Rio Grande Western right of way, containing 15 acres more or less. IN TRUST to secure her note bearing even date herewith for the principal sum of $1000.00 payable to George D. Corson, 3 years after date with interest from date until paid at 8% per annum, payable semi-annually. And it is further agreed that in case of death, etc. no successor in trust is appointed.

Ack. July 23, 1912 by Kathryn J. Bergen before Charles W. Pate, Notary Public, City and County of Denver Colorado.

(N. P. Seal) Commission expires September 11, 1912.

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102. Treasurer of Mesa County to Mesa County — TAX SALE $11.30 — Dated December 16, 1913 — #13565 Book N Page 85

Sale of:- SE¼ NW¼ N of R. R. Sec. 36, Twp. 1N. R. 2W.

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103. Kathryn Bergen to The Altura Farms Company — WARRANTY DEED $100.00 and other good and valuable considerations — Dated September 16, 1913 — Filed December 22, 1913 at 8:00 o'clock A. M. — #117263 Book 191 Page 262

Conveys:- All that part of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M., lying N of the Rio Grande Western right of way, containing 15 acres, more or less. Except a certain mortgage of $1000.00 also the taxes for the year of 1913. Body of instrument recites Kathryn J. Bergen.

Ack. October 31, 1913 by Kathryn J. Bergen before Charles W. Pate, Notary Public, City and County of Denver, Colorado.

(N. P. Seal) Commission expires September 20, 1916.

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104. Treasurer of Mesa County to Mesa County — TAX SALE $16.17 — #14584 — Dated March 6, 1915 — Book O Page — Sale of:- SE¼ NW¼ N of R. R. Sec. 36, Twp.1N. R. 2W.

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105. John G. McKinney, Treasurer (County Treasurer's Seal) to The Glen Investment Company — TREASURER'S DEED — #135993 — Dated February 23, 1917 — Book 197 — Filed February 23, 1917 — Page 591 — at 4:25 o'clock P. M.

Whereas, the following described real property viz: The SE¼ NW¼, N of Railroad right of way in Sec. 36, Twp. 1N. R. 2W. U. M. situated in Mesa County, Colorado, was subject to taxation for the year 1912. And, Whereas, the taxes assessed upon said property for the year aforesaid remained due and unpaid at the date of the sale hereinafter named; And, Whereas, the Treasurer of the said County did, on December 12, 1913, by virtue of the authority vested in him by law, at the sale begun and publicly held on December 12, 1913, expose to public sale at the office of the Treasurer, in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the real property above described for the payment of the taxes, interest and costs then due and remaining unpaid on said property; And, Whereas, at the time and place aforesaid The Glen Investment Company of the City and County of Denver and State of Colorado bid on all of the above described property the sum of $11.30, being the whole amount of taxes, interest and costs then due and remaining unpaid upon said property for said year, and the said The Glen Investment Company having offered in his said bid to accept interest upon the said sum at the rate of 12% per annum, and the said rate of interest being the lowest rate of interest at which any person offered to pay the said taxes, interest and costs so due upon said property for said year, and payment of the said sum having been made by it to the said Treasurer, the said property was stricken off to him at that price; And, Whereas more than 3 years have elapsed since the date of the said sale, and the said property has not been redeemed therefrom as provided by law; And, Whereas, the said property was assessed for said year at a sum of more than $100.00; and Whereas, all the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully complied with, and are now of record, and filed in the office of the County Treasurer of said County; Now, Therefore, I, John G. McKinney Treasurer of the County aforesaid, for and in consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained and sold, and by these presents do grant, bargain and sell the above and foregoing, described real estate unto the said The Glen Investment Company its successors and assigns, forever, subject to all the rights of redemption by minors, insane persons or idiots, provided by law.

Ack. February 23, 1917 before Virginia O. Wallace, Notary Public, Mesa County, Colo. (N. P. Seal) Commission expires February 5, 1921.

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106. The Glen Investment Company by F. M. Keitel, President, Attest: Selma Keitel, Acting Secretary. (Corporate Seal) to Andrew W. Gillette — QUIT CLAIM DEED $10.00 and other good and valuable considerations — #150475 — Dated February 26, 1919 — Book 213 — Filed March 19, 1919 — Page 547 — at 3:45 o'clock P. M.

Quit claims:- The SE¼ NW¼ N of railroad right of way in Sec. 36, Twp. 1N. R. 2W. U. M. (I. R. S. 50¢)

Ack. February 26, 1919 by F. M, Keitel and Selma Keitel, President and acting Secretary of The Glen Investment Company before Teresa McGillicuddy, Notary Public, City and County of Denver, Colorado. (N. P. Seal) Commission expires July 23, 1922.

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107. John G. McKinney Treasurer (County Treasurer's Seal) to Andrew W. Gillette

TREASURER'S DEED #152641
Dated May 21, 1919 Book 229
Filed June 19, 1919 Page 202
at 8:30 o'clock A. M.

Whereas, the following described real property viz:- The SE¼ NW¼ N of Railroad in Sec. 36 Twp. 1N. R. 2W. U. M. containing 12 acres more or less. situated in Mesa County, Colorado, was subject to taxation for the year 1913; And Whereas, the taxes assessed upon said property for the year aforesaid remained due and unpaid at the date of the sale hereinafter named; And, Whereas, The Treasurer of the said County did on March 6, 1915 by virtue of the authority vested in him by law, at an adjourned sale, the sale begun and publicly held on December 19, 1914, expose to public sale at the office of the Treasurer, in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the real property above described for the payment of the taxes, interest and costs then due and remaining unpaid on said property; And, Whereas, at the sale so held as aforesaid by the Treasurer, no bids were offered or made by any person or persons for the said property and no person or persons having offered to pay the said taxes, interest and costs upon the said property for said year, and the Treasurer having become satisfied that no sale of said property could be had, therefore the said property was, by the then Treasurer of the said County, stricken off to the said County, and a certificate of sale was duly issued therefor to the said County in accordance with the statute in such case made and provided; And, Whereas, the said County, acting by and through its County Treasuere did duly assign unto Andrew W. Gillette the certificate of sale of said property, so issued as aforesaid to said County, and all its rights, title and interest in said property held by virtue of said sale. And, Whereas, the said Andrew W. Gillette has paid subsequent taxes to amount of $71.65 And, Whereas, more than 3 years have elapsed since the date of the said sale and the said property has not been redeemed therefrom as provided by law; And, Whereas, the said property was assessed for said year at a sum of than $100.00; And, Whereas, all the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully complied with, and are now or record, and filed in the office of the County Treasurer of said County; Now, Therefore, sell the above and foregoing described real estate unto Andrew W. Gillette , his heirs and assigns, forever, subject to all the rights of redemption by minors, insane persons or idiots, provided by law. Ack. May 21, 1919 before Virginia O. Wallace, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires February 5, 1921.

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108. The Altura Farms Company by S. R. Cox, President. (Corporate Seal) to Andrew W. Gillette

QUIT CLAIM DEED $5.00 #155196
Dated August 21, 1919 Book 229
Filed October 27, 1919 Page 512
at 9:11 o'clock A. M.

Quit claims:- All that part of the SE¼ NW¼ Sec. 36, Twp. 1N. R. 2W. U. M. lying N of the right of way of The Rio Grande Western Railroad Company. (I. R. S. 50¢) Ack. September 30, 1919 by S. R. Cox as President of The Altura Farms Company before Thos J. Burns, Notary Public, City and County of Denver, Colorado. (N. P. Seal) Commission expires February 27, 1922 (Seal shown Thomas J. Burns)

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109. Treasurer of Mesa County to Mesa County.

TAX SALE $28.45 #24309
Dated December 21, 1923 Book W Page 46
Sale of:-
SE¼ NW¼ N of R. R. right of way Sec. 36, Twp. 1N. R. 2W.

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110.

T. E. Thompson, et al., Plaintiffs vs The Board of County Commissioners of Mesa County, Colorado, The Klein Land Company, a Corporation, et al., Defendants	FINDINGS AND JUDGMENT No. 326349 Dated Mar. 9, 1934 Filed Aug. 24, 1937 at 3:21 P. M. Book 362, page 465 STATE OF COLORADO } SS COUNTY OF MESA In the District Court No. 4909

In this cause, on Janury 31, 1933, the Court duly entered its findings, preliminary to an accounting herein, and in its order of said date found and determined that the sale of the tax-sale certificates described in the complaint herein, by the Board of County Commissioners of Mesa County, Colorado, to defendant The Klein Land Company under the resolutions of March 8th and May 3rd, 1928, was a bulk sale for a lump sum to a preferred purchaser, namely, The Klein Land Company, and, for such reasons and in accordance with such findings, the Court found and determined that said sale was void. Thereafter, and on the 2nd day of February 1933, this cause came on for further proceedings before the Court, on the application of the plaintiffs for an accounting, and the Court on said date entered its order herein, that The Klein Land Company, through its proper officers, attorneys, employees or accountants, at the time named in said order, produce in this Court all books, papers, records and documents relating to its dealings with the tax-sale certificates involved herein and the disposition thereof, and to render a just, full and true account of all moneys, treasurer's deeds and other property received by it from the County Treasurer of Mesa County and his predecessor in office and from all other persons, by reason of redemptions, sales or other dispositions of the tax-sale certificates involved herein; and said defendant was further ordered and directed to produce in this Court all of the tax-sale certificates involved in this action now in its possession or under its control. Thereafter, the matter of such accounting came on regularly to be heard before the Court, the plaintiffs appearing by Guy V. Sternberg, E. B. Adams and W. R. Hinman, their attorneys, the defendant The Board of County Commissioners appearing by Simon L. Smith, County Attorney, the defendant W. S. Meek apearing by his attorney, William F. Haywood, and the defendant The Klein Land Company appearing by its attorneys, Fred R. Wright, Clarence L. Ireland and R. H. Blackman; and evidence was presented on behalf of plaintiffs and defendant The Klein Land Company, and at the conclusion of the evidence the cause was argued orally before the Court on Sept. 8, 1933, and finally submitted on written briefs on Dec. 15, 1933. Numerous exhibits on the part of plaintiffs and said defendant were tendered and offered in evidence, and the rulings of the Court reserved thereon until the final disposition of the cause, and as to each and all of the said exhibits the Court now rules as follows: (Here follows list of exhibits.)

That the total of the above amounts, so found by the Court as having been received by said defendant, is the sum of $71,517.47. The Court finds that the amount paid to the County of Mesa by The Klein Land Company, for and on account of said certificates involved herein, is the sum of $34,-421.99, which said defendant is entitled to have credited on the amount received as above set forth, which leaves a balance against the defendant The Klein Land Company in the sum of $37,095.48, for which plaintiffs are entitled to judgment and for which sum judgment is hereby ordered against said defendant The Klein Land Company. The Court further finds that, as appears from the record and files herein, an order was entered on December 19, 1929, by the Hon. Francis E. Bouck, upon the written petition and request in open court of defendant W. S. Meek, County Treasurer of Mesa County, Colorado, permitting said defendant to deliver to defendant The Klein Land Company all redemption moneys then in his hands and in his possession and all redemption moneys thereafter coming into his possession on account of tax-sale certificates involved in this action, and, further, that said defendant County Treasurer might deliver to defendant The Klein Land Company Treasurer's deeds issued upon tax-sale certificates involved in this action, upon said defendant's delivering to said Treasurer a surety bond or bonds satisfactory to said Treasurer, in a sum equal to the amount of such redemption moneys and the face of the tax-sale certificates surrendered for such tax deeds, plus all subsequent taxes endorsed on said certificates, with accrued interest, penalties and costs, plus 10%; that, pursuant to said order, surety bonds were delivered to said Treasurer and said Treasurer paid over certain redemption moneys and delivered certain tax deeds to defendant The Klein Land Company, upon tax-sale certificates involved in this action, and the Court finds that plaintiffs are entitled to take such action as they may be advised with reference to such bonds in the event of their failure to collect the money judgment herein awarded to them against the defendant The Klein Land Company. The Court finds that the said defendant has deposited in Court, pursuant to the order of accounting, tax-sale certificates involved herein and not assigned or disposed of by said defendant, and that the plaintiffs are entitled to have and recover the same for the use of the County of Mesa, State of Colorado, which tax-sale certificates are numbered as follows, to-wit:

#24309

The Court finds that certain of the tax-sale certificates involved herein were delivered to the County Treasurer of Mesa County, Colorado, by the said defendant, for the issuance of Treasurer's deeds, and that Treasurer's deeds have been executed upon certain thereof, and that said tax-sale certificates and treasurer's deeds are now in the custody of this Court; that the plaintiffs are entitled to have and recover the same from said defendant for use of said County of Mesa, and that a list of such tax-sale certificates, upon which treasurer's deeds have been executed or applied for, in as follows, to-wit:

The Court finds that there have been deposited in court, pursuant to the order of accounting, certain promissory notes given by purchasers of tax-sale certificates from said defendant, representing the purchase price therof, on which various amounts have been paid, and that plaintiffss are entitled to have and recover from said defendant said tax-sale certificates, for the use of said County of Mesa, and the Court finds that said defendant has no right or interest in said notes nor any right to collect said notes, and said notes are ordered to be cancelled and held among the exhibits in this case; that a list of said promissory notes is as follows, to-wit: George Brewer, Nick Colunga, Louis Goucher, Vesta Jones, J. G. Raney, W. R. Robb, Mattie Sales, C. J. Stutler.

The Court finds that the plaintiffs are entitled to have and recover any and all money that now may be on hand in the office of the County Treasurer of said County, paid in on account of redemptions of tax-sale certificates involved in this action, except moneys received for redemptions of tax-sale certificates assigned by defendant The Klein Land Company, and plaintiffs are entitled to have and recover all other property of whatsoever kind or nature which have been deposited in court by said defendant The Klein Land Company or is now remaining in its possession and which is connected with the said tax-sale certificates or was received by the said defen-

dant in connection therewith, except the bonds of the South Palisade Heights Irrigation District. It is therefore, Ordered, Adjudged and Decreed by the Court that said plaintiffs do have and recover of and from said defendant The Klein Land Company, for the use and benefit of the County of Mesa, State of Colorado, the same to be collected and received by the County Treasurer of said County, the sum of $37,095.48, and their costs herein laid out and expended, to be taxed. It is further ordered, adjudged and decreed by the Court that the plaintiffs do likewise have and recover from said defendant, for the use and benefit of said County of Mesa, all the tax-sale certificates, treasurer's deeds, promissory notes and other property hereinabove listed and described in the findings herein, the sa id promissory notes to be canceled. The Court hereby expressly saves the rights of all assignees and persons holding tax-sale certificates, by, through, under and from said defendant, except such assignees or persons who may be privies or otherwise bound by the findgins and judgment herein. The Court finds, adjudges and decrees that the plaintiffs as taxpayers of the County of Mesa, State of Colorado, have prosecuted this action for the benefit of the County of Mesa, State of Colorado, and are entitled to have and to receive and to have paid to them, out of the collection of said money judgment from defendant The Klein Land Company, their attorneys' fees herein rendered and incurred in the prosecution of this action and the recovery of judgment herein, and the Court finds, adjudges and decrees that 30% of any and all collections which may be made on the said money judgment or collected in any other action or proceedings involving the collection of said money judgment from said defendant and its sureties, upon the bonds filed with defendant County Treasurer pursuant to the former order of this Court, and all moneys collected or received by the said County of Mesa on redemption or other disposition of tax-sale certificates or on other evidence of indebtedness awarded to said County pursuant to this judgment and decree, represents a fair and reasonable attorneys' fee for the services of plaintiffs' attorneys, herein rendered and to be rendered in this action, and such attorneys' fee is hereby adjudged and awarded to the attorneys representing the plaintiffs in this proceeding. The Court finds that a motion for a new trial herein would be unavailing, and it is ordered that such motion be and is hereby dispensed with. Defendant The Klein Land Company objects and excepts to the foregoing findings and judgment of the Court herein. Defendant is hereby granted sixty days in which to prepare and tender a bill of exceptions, and execution is hereby stayed as provided in the Code of Civil Procedure. Done in open Court this March 9, 1934. By the Court: Straud M. Logan.

Certificate of true copy attached March 16, 1937 by Joseph Quinn, Clerk of the District Court, Mesa County, Colorado. (District Court Seal)

The Klein Land Company, a Corporation.
Plaintiff in Error.

111. vs.

T. E Thompson, C. J. Bradfield, John Roth, L. E. Storm, W. D. Ela, J. B. Hunter, Dr. J E. Ford, R. J. Derry, A. T. Gormley, William Murr, John Wolf, D. W. Aupperle, F. E. Dean, William Frey and H. W. Vorbeck, Defendants in Error.

FINDINGS AND JUDGMENT No. 326350
Dated Dec. 14, 1936
Filed Aug. 24, 1937 at 3:22 p. m.
Book 362, page 470

Mr. Justice Butler delivered the opinion of the Court T E. Thompson and fourteen other taxpayers of Mesa County, suing for themselves and for all other taxpayers similarly situated, sued The Klein Land Company, a corporation, and others to nullify certain resolutions of the board of County commissioners of Mesa County, abrogate-sales of tax-sale certificates to the Land Company, enjoin the issuance of deeds based on said sales, compel an accounting, hold the Land Company as trustee of all money and otherproperty involved, compel the transfer thereof to the county treasurer, and enjoin further acts based upon the questioned resolutions. At the close of plaintiffs' evidence defendants' motion to dismiss was sustained and, on December 17, 1929, judgment was entered accordingly. Plaintiffs sued out a writ of error, and this court, on June 27, 1932, reversed the judgment and remained the cause to the District Court for further proceedings in harmony with the opinion. We held that plaintiffs had made a prima facie showing of two bulk sales of tax-sale certificates, each for a lump sum, and to a particular purchaser, and we held that the sales were void. Thompson, et al. v. Board of County Commissioners of Mesa County, et. al., 91 Colo. 214, 14 Pac. (2d) 194. Thereafter on November 4, 1932, the Land Company tendered for filing in the District Court a supplemental answer. Upon objection by plaintiffs, the court refused permission to file the same. At the re-trial of the case on January 25, 1933, the testimony of witnesses given at the former trial, together with exhibits introduced at that trial, subject to objections, were admitted in evidence pursuant to stipulation. Additional evidence was introduced, and the Court found and adjudged that there were two bulk sales of tax certificates, each for a lump sum and to a particular purchaser, namely, the Land Company, and that the sales were void. The Court ordered an accounting, which was taken in due course, and a decree was entered. The Land Company contends that the trial court erred; (1) In refusing to permit the filing of the supplemental answer; (2) in admitting certain evidence; and (3) in holding that the sales were bulk sales, each for a lump sum and to a particular purchaser. The Land Company contends, also, (4) That there was a non-joinder of necessary parties; (5) that in the accounting it was charged erroneously with certain items; and (6) that in the accounting certain claims for expenditures made by it wer erroneously disallowed. 1. Supplemental Answer. The Supplemental answer alleges, in substance, that while the suit was first pending in this Court, the county sold approximately all of the property covered by the tax-sale certificates for the taxes of 1928, 1929, and 1930, that plaintiffs took no action to prevent such sales, and that by reason of such sales the county affirmed the sales of certificates to the Land Company, waived any right which it or the taxpayers might have had to set aside the sales and lost all interest that the county might have had in the tax-sale certificates and in the lands covered thereby. Section 80 of the Code of Civil Procedure provides that, "when facts occurring subsequent to the commencement of an action render it proper, the same may, by leave of court, be presented by supplemental pleadings. ---")Italics are ours). The matter was within the discretion of the Court. Denison, Code Pleading, p. 599. In the exercise of its discretion, the Court refused leave to file. We cannot say that the Court abused its discretion. 2. Admission of Evidence. It is said that the Court erred in admitting irrelevant testimony of two witnesses and in admitting irrelevant exhibits. The case being one in equity, the trial was to the Court. The presumption is that the court did not consider irrelevant evidence in arriving at its conclusions, and nothing appears in the record to rebut that presumption; hence, if such testimony and exhibits were irrelevant, as claimed, their admission was not reversible error. 3. Bulk sales. In the Thompson case, supra, we held that the plaintiffs made a prima facie case of bulk sales, each for a lump sum and to a

particular purchaser. For a statement and discussion of the plaintiffs' evidence introduced at the first trial, see the Thompson case, supra. We shall not encumber this opinion by repeating what was there said. The additional evidence introduced at the second trial, taken in connection with plaintiffs' evidence introduced at the first trial, which was admitted at the second trial by stipulation, was sufficient to sustain the finding of the trial court that the two sales to the Land Company were bulk sales, each for a lump sum and to a particular purchaser. 4. Non-joinder of Parties. While the case was pending in the District Court and also while the case was pending here the first time the Land Company sold and assigned some of the certificates and also sold and quit-claimed land for which it had received treasurer's deeds based upon certificates purchased by it. It is contended by the Land Company that the purchasers of the certificates and of the land were necessary parties defendant. We cannot sustain the contention. The situation was made to appear at the accounting. The Land Company made no request that such purchasers be made parties and made no objection to their non-joinder. The objection made at this time comes too late. Moreover, purchasers during the pendency of litagation purchase at their peril. The one from whom they purchase continues the litigation as the representative of their interest. They are not necessary parties to the suit. But if such purchasers apply to be made parties, the court, in its discretion, may grant the application when necessary to protect such purchasers 'rights. Howard v. Fisher, 86 Colo. 493 283 Pac. 1042. No such purchaser applied to be made a party to this suit. 5. Disallowance of claim for expenditures. The Land Company paid costs of obtaining treasurers' deeds, commissions for sales of tax-sales certificates and lands, commissions on certificates redeemed and refunded, salary to agent and attorney for services in connection with the deal, agent's traveling expenses, office expenses incurred by the Company in connection with the deal, and miscellaneous expenses. It is said that such expenditures, plus interest on moneys invested by the Company in the certificates, more than offset any profits derived from the deal, and that at the accounting the expenses incurred should have been credited to the Land Company. We do not agree with that contention. The Land Company, as we have seen, participated in bulk sales of tax-sale certificates for a lump sum and to a particular purchaser (i. e., the Land Company), and such transactions are in violation of law, as we repeatedly have decided. The Land Company is not entitled to recover moneys expended in the prosecution of that forbidden enterprise. 6. Erroneous charges in accounting. The Court found that the Land Company paid to the county for the tax-sale certificates purchased by the Company $34,421.99, and that it received in cash as proceeds of the transaction $71,517.47. Judgment was entered against the Land Company for the difference, $37,095.48. Under order of court, the Land Company had deposited in court certain tax-sale certificates that had not been disposed of by the company. The Court held that the plaintiffs were entitled thereto for the use of the county. The Land Company had delivered certain tax certificates to the county treasurer for the issuance of treasurer's deeds. The certificates and the deeds came into the custody of the court. The court held that plaintiffs were entitled thereto for the use of the county. Pursuant to order of court, the Land Company had deposited in court eight promissory notes given to the Land Company by purchasers of certificates on account of the purchase price thereof, and upon which the makers had made part payments. The Court ordered the notes cancelled. (a) Included in the items charged to the Land Company are amounts paid to it as purchase price by those to whom it sold certificates and land. The Land Company objects to those charges. It says that if the sales to the Land Company were void—and that is our holding—the purchasers of certificates and land from the Land Company would have a claim against the company for a return of the money paid therefor, and that if the judgment in favor of the plaintiffs for the amounts so received by the company should stand, it would result in double liability. In their brief counsel for plaintiffs say: "It seems that a money judgment having been so rendered, the rights of the assignees of tax-sale certificates are not disturbed and the County of Mesa must necessarily recognize the position of such assignees as the holders and as entitled to the possession of the same. - - - Neither the plaintiffs nor the Board of County Commissioners nor the County Treasurer, as defendants, are asking for any relief against such assignsee. The Board of County Commissioners has taken no exception to the judgment of the Court, nor asked any review of the case, and must be considered as having acquiesced to (in) the judgment and decree of the trial court." In other words, as we understand counsel's contention, it is this, that as plaintiffs and the county officers acquiesced in the money judgment against the Land Company for the proceeds of the certificates and land sold by it, the sales by the Land Company were ratified and the purchasers thereby vested with title thereto, which cannot later be disturbed; hence, the judgment in favor of plaintiffs for the use of the county against the Land Company for the purcase price money received by it from those to whom it sold the certificates and land should not be disturbed. But the void sales canot thus be validated. The County itself cannot do indirectly what it cannot do directly, and of course, the plaintiff taxpayers cannot do so. It was an error to charge such items to the Land Company. he rights, if any, of the purchasers from the Land Company to a return of the money paid by them can be determined in litigation between them and the Land Company. It is a matter with which plaintiffs and the county have no concern, and cannot be determined in this suit. It was error to include such amounts as charges against the Land Company and render judgment therefor. (b) Another item in the account is challenged. The Land Company deposited with the county a sum of money which proved to be $1,198.01 in excess of the purchase price of the certificates delivered to the company, and the money was refunded to the company. In the accounting that amount was charged to the company as money received by it and the amount was included in the judgment. The inclusion of that amount in the judgment against the Land Company was error. The judgment, so far as it charges to the Land Company the items discussed in paragraph 6 (a) and (b) of this opinion is reversed. In all other respects the judgment is affirmed. Mr. Chief Justice Campbell did not participate.

The Klein Land Company, a corporation, Plaintiff in Error.

vs.

T. E. Thompson, C. J. Bradfield, John Roth, L. E. Storm, W. D. Ela, J. B. Hunter, Dr. J. E. Ford, R. J. Derry, A. T. Gormley, William Murr, John Wolf, D. W. Aupperle, F. E. Dean, William Fry and H. W. Vorbeck, Defendants in Error.

Supreme Court, State of Colorado No. 13692

Error to the District Court of Mesa County.

I, A. H. White, Clerk of the Supreme Court of the State of Colorado, hereby certify the foregoing to be a full, true and complete copy of an opinion of said Court announced in the above entitled matter of Dec. 14, 1936, as the same now remains on file in my office. In estimony thereof, I have hereunto set my hand and affixed the seal of our Supreme Court at my office in the City of Denver, this 13th day of March, 1937. Signed: A. H. White, Clerk, Supreme Court. (Supreme Court Seal).

112. Treasurer of Mesa County to Mesa County

TAX SALE $28.85 #31911
Dated December 12, 1929 Book 25 Page 66
Sale of:-
SE¼ NW¼ N of R. R. Sec. 36, Twp. 1N. R. 2W.
REDEEMED by Mesa County, September 24, 1938.

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113. W. S. Meek, Treasurer (County Treasurer's Seal) to County of Mesa, State of Colorado.

TREASURER'S DEED #341888
Dated September 21, 1938 Book 367
Filed September 24, 1938 Page 238
at 8:42 o'clock A. M.
That, Whereas, the following described real property, viz:- The SE¼ NW¼ N of Railroad right of way Sec. 36, Twp. 1N. R. 2W. U. M. containing 12 acres situated in Mesa County, Colorado, was subject to taxation for the year 1922; And, Whereas, the taxes assessed upon said property for the year 1922 aforesaid remained due and unpaid at the date of the sale hereinafter named. And, Whereas, the Treasurer of the said County did, on December 21, 1923, by virtue of the authority vested in him by law, at an adjourned sale, the sale begun and publicly held on December 18, 1923, expose to public sale at the office of the Treasurer, in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the real property above described for the payment of the taxes, interest and costs then due and remaining unpaid on said property; Because of inability of County Treasurer to prepare his delinquent tax list in time to commence the sale of property delinquent for taxes on or before the 2nd Monday in November the same was advertised for sale on the date before mentioned, that being the earliest date upon which he was able to prepare said list, advertise and make said sale. And, Whereas, at the sale so held as aforesaid by the Treasurer, no bids, were offered or made by any person or persons for the said property and no person or persons having offered to pay the said taxes interest and costs upon the said property for said year 1922, and the Treasurer having become satisfied that no sale of said property could be had, therefore the said property was, by the then Treasurer of the said County, stricken off to the said County and Tax Sale Certificate #24309 was duly issued therefor to the said County in accordance with the statute in such case made and provided; And, Whereas, the said County of Mesa is now the holder and owner of said Tax Sale Certificate, that no subsequent taxes have been paid. And, Whereas, the Board of County Commissioners of Mesa County has made application to me for a Treasurers Tax Deed to said property as provided by the terms of Section 211 Chapter 142 Colorado Statutes Annotated. And, Whereas, more than 3 years have elapsed since the date of the said sale, and the said property has not been redeemed therefrom as provided by law; And, Whereas, the said property was assessed for the said year 1922 at a sum of more than $100.00; And, Whereas, all the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully complied with, and are now of fecord, and filed in the office of the County Treasurer of said County; Now, Therefore, I, W. S. Meek, Treasurer of the County aforesaid, for and in consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained and sold, and by these presents do grant, bargain and sell the above and foregoing described real estate unto the said County of Mesa, State of Colorado its successors and assigns, forever, subject to all the rights of redemption by minors, insane persons or idiots, provided by law.
Ack. September 21, 1938 before Virginia O. Wallace, Notary Public, Mesa County, Colo.
(N. P. Seal) Commission expires March 14, 1942.

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114. The Glen Investment Company

ARTICLES OF INCORPORATION File#745#104744
Filed February 15, 1912 at 8:15 A.M.
Corporate Name: The Glen Investment Company, Objects: Carry on for an investment and profit a general investment, loan and brokerage business, to acquire by purchase, assignment, exchange, mortgage, foreclose, lease, devise, tax sale, tax deed, and in any other legal manner, lands (and other objects: CAPITAL STOCK: $50,000.00 to be divided into 50,000 shares of $1.00 each, stock to be non-assessable. TERM 20 years. MANAGEMENT: Board of 3 directors: OPERATION: Carried on in the County of Denver (and other states and Citites) POWERS Directors have power to make by-laws. (Signed) Sidney G. Miller, Robert M.Rulin, and David E. Trogler.
Ack. August 4, 1911 by above signers before William B. Rodda, Notary Public, City and County of Denver, Colorado.
(N. P. Seal) Commission expires March 25, 1912.

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115.

W. S. Meek, County Treasurer
of MesaCounty, Colorado.
(Treasurers Seal)
to
Luther Nelson and
Bertha Nelson, not as tenants
in common but in joint tenancy,
with the right of survivorship

TREASURER'S DEED
Dated December 21, 1938
Filed December 30, 1938
at 11:06 o'clock A. M.

#345860
Book 378
Page 5

By virtue of the Directons and Order of the Board of County Commissioners of the County of Mesa, State of Colorado dated December 13, 1938 as shown on the proceedings of said board in book 10 at page 297 and under the authority of and pursuant to the powers granted to me by the terms and provisions of Section 211 Chapter 142 C. S. A., I do hereby sell and quit claim to Luther Nelson and Bertha Nelson not as tenants in common but in joint tenancy, with the right of survivorship, all of the right title and interest of said County of Mesa, in and to the following described real property situate in said Mesa County, Colorado to-wit: SE¼ NW¼ N of railroad right of way, Sec. 36, Twp. 1N. R. 2W. U. M. less highway right of way, described as follows: Beginning at a point on the E boundary of the said SE¼, whence the N¼ corner of said Section 36 bears N for a distance of 1977 feet, more or less, thence N 56°24' W for 1191.3 feet, to a point on the N boundary of the said SE¼, thence W for 225.9 feet to a point on the Nly boundary of the D. & R. G. W. RR. right of way, thence S56°24' E for 1462.5 feet to a point on the E boundary of the said SE¼, thence N for 150.1 feet to the point of beginning, and containing 3.81 acres more or less all in Mesa County, Colorado, said County of Mesa having received a Tax Deed to the property above described on September 21, 1938 and said Deed having been duly recorded in book 367 at page 238 of the public records in the office of the records of said County, on September 24, 1938.

Ack. December 21, 1938 by W. S. Meek as County Treasurer of Mesa County, Colorado before Virginia O. Wallace, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires March 14, 1942.

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STATE OF COLORADO)
(SS
COUNTY OF M E S A)

THE INDEPENDENT ABSTRACT COMPANY hereby certifies that the foregoing, consisting of ~~One Hundred fifteen~~ (115) entries numbered from 1 to 115 both inclusive, constitutes a true and Correct Abstract of Title showing all instruments which appear of record or on file in the office of the County Clerk and Recorder of Mesa County, Colorado from The United States Government up to June 6, 1942 at 8:00 o'clock A. M. affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado

June 6, 1942 at 8:00 o'clock A. M.

THE INDEPENDENT ABSTRACT COMPANY, By

R. B. Williams Manager

A B S T R A C T O F T I T L E

to

All that part of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section Thirty-six, Township One North, Range Two West of the Ute Principal Meridian, lying South of the right of way of the Rio Grande Western Railroad; also all that part of the Southwest Quarter of the Northeast Quarter of said Section, lying South of said right of way; also all that part of the Southeast Quarter of the Northwest Quarter of said Section, lying South of said right of way; also the Northeast Quarter of the Southwest Quarter of said Section, except a strip of land along the West side of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of said Section, being 16 feet in width, and excepting also roadway on the South side of said Railway right of way as now laid out and established, also all that part of the Southeast Quarter of the Northwest Quarter of said Section, lying North of said right of way of the Rio Grande Western Railway , except right of way for highway, in Mesa County, Colorado.

From date June 6, 1942 at 8:00 A. M.

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(116)

Luther Nelson and Bertha Nelson, husband and wife to W. A. Hopkins	WARRANTY DEED Dated Dec. 4, 1942 Filed Dec. 5, 1942 at 11:35 A.M. $1.00 and other valuable considerations

Conveys:-All that part of the NW¼ NW¼ SE¼ Sec. 36, lying South of right of way of the Rio Grande Western Railway; also all that part of the SW¼ NE¼ of said Sec. lying South of said right of way; also that part of the SE¼ NW¼ of said Sec. lying South of the said right of way; also the NE¼ SW¼ of said Section, except strip of land along West side of the SE¼ NW¼ and NE¼ SW¼ of said Sec. 16 feet in width, and excepting also roadway on the South side of said railway right of way as now laid out and established; also all that part of the SE¼ NW¼ of said Sec. 36, lying North of the said right of way of The Rio Grande Western Railway, except right of way for highway; also the E½ NE¼ NW¼ of Sec. 36, all of the above described lands being in Twp. 1N. R. 2W. Ute Meridian, Mesa County, Colorado, together with all ditch and water rights thereto belonging or in any way appertaining or used thereon, and especially 112 shares of the capital stock of The Grand Valley Irrigation Company, in Mesa County, Colorado. ($6.60 Inc)

Subject to taxes to be assessed for the year 1942 in the amount of $139.91, and subsequent taxes.

Ack. Dec. 4, 1942 by Luther Nelson and Bertha Nelson, husband and wife, before Lettie B. Holmgrain, Notary Public, Mesa County, Colorado. (N.P. Seal) Commission expires June 21, 1945.

Book 416 page 4

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(117)

W. A. Hopkins to Public Trustee of Mesa County, Colorado, for use of The Modern Building and Loan Association, a Colorado corporation.	TRUST DEED Dated Dec. 4, 1942 Filed Dec. 5, 1942 at 11:36 A.M. Consideration of premises.

Conveys:-All that part of the NW¼ NW¼ SE¼ Sec. 36, lying South of the right of way of the Rio Grande Western Railway; also all that part of the SW¼ NE¼ of said Sec. lying South of said right of way; also all that part of the SE¼ NW¼ of said Sec. lying South of said right of way; also the NE¼ SW¼ of said Sec. except strip of land along the West side of the SE¼ NW¼ and the NE¼ SW¼ of said Sec., being 16 feet in width, and excepting also roadway on the South side of said Railway right of way as now laid out and established; also all that part of the SE¼ NW¼ of said Sec. 36, lying North of said right of way of the Rio Grande Western Railway except right of way for highway; also the E½ NE¼ NW¼ of said Sec. 36, all of the above described lands being in Twp. 1N. R.2W. Ute Meridian, together with all ditch and water rights thereto belonging or in any way appertaining or used thereon and especially 112 shares of the capital stock of the Grand Valley Irrigation Company, in Mesa County, Colorado.

GIVEN TO SECURE his note bearing even date herewith for the principal sum of $4200.00 with interest from date at 7% per annum on the unpaid balance and principal and interest shall be payable $500.00 or more annually on or before the 20th day of Nov. of each and every year until fully paid beginning Nov. 20, 1943, etc.

Ack. Dec. 4, 1942 by W. A. Hopkins before Lettie B. Holmgrain, Notary Public, Mesa County, Colorado. (N.P. Seal) Commission expires June 21, 1945

Book 417 page 6

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I, Ernest Leaverton, a Bonded Abstracter of the State of Colorado, do hereby certify that the foregoing (consisting of Two Entries, numbered 116 and 117) is a full and correct Abstract of each and every instrument of record or on file in the Office of the County Clerk and Recorder of Mesa County, Colorado, in any manner affecting or relating to the title to the real property described in the caption of this continuation subsequent to June 6, 1942 at 8:00 A. M.

Dated at Grand Junction, Colorado, December 5, 1942 at 11:37 A. M.

Ernest Leaverton

Bonded Abstracter

A B S T R A C T O F T I T L E

to

All that part of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section Thirty-six, Township One North, Range Two West of the Ute Principal Meridian, lying South of the right of way of the Rio Grande Western Railroad; also all that part of the Southwest Quarter of the Northeast Quarter of said Section, lying South of said right of way; also all that part of the Southeast Quarter of the Northwest Quarter of said Section, lying South of said right of way; also the Northeast Quarter of the Southwest Quarter of said Section, except a strip of land along the West side of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of said Section, being 16 feet in width, and excepting also roadway on the South side of said Railway right of way as now laid out and established, also all that part of the Southeast Quarter of the Northwest Quarter of said Section, lying North of said right of way of the Rio Grande Western Railway, except right of way for highway, in Mesa County, Colorado.

From date December 5, 1942 at 11:37 A. M.

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(118)

W. A. Hopkins to Public Trustee of Mesa County, Colorado, for use of The Modern Building and Loan Association, a Colorado Corporation	TRUST DEED Dated Dec. 29, 1943 Filed Jan. 3, 1944 at 4:06 P.M. Consideration of premises

Conveys:-Commencing at the NE corner of Sec. 35, Twp. 1N. R. 2W. Ute Meridian and running thence West on the Sec. line between Secs. 35 and 36 958.1 feet to the intersection of said line with the center line of the County road that parallels the Denver and Rio Grande Western railroad, which intersection is the place of beginning; thence North 57°3' West on said center line of road 1130.6 feet to the intersection of said line with the center line of the County road leading to the SW; thence South 14°08' West along said center line 1683.3 feet to The Grand River, now the Colorado River; thence South 33°15' East 332.5 feet; thence South 79°45' East 606.8 feet; thence North 2°07' East with the property line fence 1427.5 feet; thence East on the North line of said Sec. 35, 309.6 feet to the place of beginning, said land being conveyed subject to the interest of Margaretta H. Tyler, if any, in a portion of said land estimated to contain 1¼ acres and described as follows: Commencing at the NW corner of the above described tract and running thence SWly along the West line thereof 334 feet; thence SEly 147 feet to a point which is 332 feet South of the North line of the above described premises; thence NEly 332 feet to a point on the North boundary of said tract which is 177 feet East of the NW corner; thence NWly along the North boundary line of said property 177 feet to point of beginning;

Also conveys a tract or tracts of land described as follows: All that part of the NW¼ NW¼ SE¼ Sec. 36, lying South of the right of way of The Denver and Rio Grande Western Railway; also all that part of the SW¼ NE¼ of said Sec. lying South of said right of way; also all that part of the SE¼ NW¼ of said Sec. lying South of said right of way; also the NE¼ SW¼ of said Sec. except a strip of land along the West side of the SE¼ NW¼ and the NE¼ SW¼ of said Sec., said strip being 16 feet in width, and excepting also a roadway on the South side of said railroad right of way as now laid out and established; also conveys all that part of the SE¼ NW¼ of said Sec. 36 lying North of the right of way of The Denver and Rio Grande Western Railway except right of way for highway; also conveys all that part of the E½ NE¼ NW¼ of said Sec. 36 lying South and East of the drain ditch; all of the above described lands being in Twp. 1N. R. 2W. Ute Meridian;

Also conveys all ditch, lateral and water rights belonging or in any wise appertaining to said lands, including 128 shares of the capital stock of The Grand Valley Irrigation Company, in Mesa County, Colorado.

GIVEN TO SECURE his note bearing even date herewith for the principal sum of $1000.00 payable in installments after date with interest from date at 7% per annum on the unpaid balance, and principal and interest shall be payable $125.00 or more annually on or before the 20th day of Nov. of each and every year until fully paid, beginning Nov. 20, 1944, such payment to be applied first to the interest on the unpaid balance and the remainder applied and credited to the payment of the principal indebtedness of Loan No. 1343-A-7 of said Modern Building and Loan Association.

Subject to a trust deed dated Dec. 4, 1942, given to secure the payment of a note of $4200.00 to the Modern Building and Loan Association.

Ack. Jan. 3, 1944 by W. A. Hopkins before Helen G. Garner, Notary Public, Mesa County, Colorado. (N.P. Seal) Commission expires June 5, 1947

Book 412 Page 244

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I, Ernest Leaverton, a Bonded Abstracter of the State of Colorado, do hereby certify that the foregoing (consisting of One Entry, numbered 118) is a full and correct Abstract of each and every instrument of record or on file in the Office of the County Clerk and Recorder of Mesa County, Colorado, in any manner affecting or relating to the title to the real property described in the caption of this continuation, subsequent to December 5, 1942 at 11:37 A.M.

Dated at Grand Junction, Colorado, January 3, 1944 at 4:07 P. M.

Ernest Leaverton
Bonded Abstracter

A

A B S T R A C T O F T I T L E

TO

All that part of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section Thirty-Six lying South of Right of Way of Rio Grande Western Railway, also all that part of the Southwest Quarter of the Northeast Quarter of said Section lying South of said Right of Way; also all that part of the Southeast Quarter of the Northwest Quarter of said Section lying South of the said right of way, also the Northeast Quarter of the Southwest Quarter of said section, except a strip of land along West side of said Southeast Quarter of Northwest Quarter and Northeast Quarter of Southwest Quarter of said section, 16 feet in width and excepting also roadway on the South side of said railway right of way as now laid out and established, all in Township One North, Range Two West of the Ute Meridian; containing 70 acres more or less, according to the United States Government survey thereof.
Mesa County, Colorado.

From date January 3, 1944 at 4:07 P.M.

(1)

W. A. Hopkins to A. R. Gram and Louise M. Gram	))))	119	Warranty Deed Dated December 24, 1945 Filed September 28, 1946 at 10:50 A.M. $1.00 and other good and valuable considerations.

Convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever; All that part of the NW¼ of NW¼ of SE¼ of Sec. 36, lying South of right of way of the Rio Grande Western Railway; also all that part of the SW¼ of NE¼ of said Section lying South of the said right of way; also all that part of the SE¼ of NW¼ of said Sec. lying South of the said right of way; also all the NE¼ of SW¼ of said Section except a strip of land along West side of the SE¼ of NW¼ and NE¼ of SW¼ of said Sec. 16 feet in width, and except also roadway on the South side of said railway right of way as now laid out and established; also all that part of the SE¼ of NW¼ of said Sec. 36, lying North of the said right of way of The Rio Grande Western Railway, except right of way for highway; also the E½ of NE¼ of NW¼ of said Sec. 36, all of the above described lands being in Twp. 1 N. R. 2 W. Ute Meridian, Mesa County, Colorado, together with all ditch and water rights thereto belonging or in any way appertaining or used thereon, and especially 132 shares of the capital stock of The Grand Valley Irrigation Company in Mesa County, Colorado. ($4.40 IRS)

Except taxes levied in 1945 and payable in 1946 which first parties agree to pay; Also subject to two Deeds of Trust given by first party for use of The Modern Building and Loan Association, one dated December 4, 1942 and recorded December 5, 1942 in Book 417 at Page 6; the other dated December 29, 1943 and recorded January 3, 1944 in Book 412 at Page 244 of the Mesa County records, which second parties assume and agree to pay the balance due thereon.

Ack. December 28, 1945 by W. A. Hopkins, before Loring W. Jordan, Notary Public, Mesa County, Colorado. (N.P. Seal) Commission expires February 27, 1947.
Book 461 Pag 101

(2)

A. R. Gram and Louise M. Gram to Fred DeCamp and Alice L. DeCamp	)))	120	Warranty Deed (Joint Tenancy) Dated December 19, 1946 Filed December 19, 1946 at 4:35 P.M. $1.00 and other good and valuable considerations

Convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever: Beginning at the Southeast corner of the NW¼ of NW¼ of SE¼ of Sec. 36, Twp.1N. R.2W. U.M. thence North to the South line of Drainage Ditch as now constructed, thence Southwesterly along said Drainage Ditch to where it crosses the South line of said NW¼ of NW4 of SE¼, thence East to the place of beginning; also (beginning at a point on the East line of the SE¼ of NE¼ of SW¼ of Sec. 36, Twp. 1 N. R. 2 W. Ute Meridian where it crosses the South line of the Drainage Ditch as now constructed, thence South to the Southeast corner of said SE¼ of NE¼ of SW¼, thence West to the Southwest corner of said SE¼ of NE¼ of SW¼ thence North to the South line of said Drainage Ditch, thence Northeasterly along said Drainage Ditch to the place of beginning.) In Mesa County, Colorado. (55¢ IRS)

Ack. December 19, 1946 by A. R. Gram and Louise M. Gram before Orlo D. Williams, Notary Public, Mesa County, Colorado. (N.P. Seal) Commission expires January 20, 1948.
Book 461 Page 433

119821

(3)

A. R. Gram and Louise M. Gram)
to)
L. W. Roberts and Helen E. Roberts)

121

Warranty Deed (Joint Tenancy)
Dated December 19, 1946
Filed January 28, 1947 at 3:47 P.M.
$1.00 and other good and valuable considerati

Convey and confirm unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever: Beginning at a point on the West line of the NE¼ of NW¼ of SE¼ of Sec. 36, Twp. 1 N. R. 2 W. Ute Meridianwhere it crosses the North line of the Drainage Ditch as now constructed, thence North to the North line of the County Highway, thence Southeasterly along the said highway to the North line of the said Drainage Ditch, thence Southwesterly to the point of beginning, except the West 30 feet thereof reserved to the grantors and their assigns as a ditch right of way, in Mesa County, Colorado.

Ack. December 19, 1946 by A. R. Gram and Louise M. Gram before Orlo D. Williams, Notary Public, Mesa County, Colorado. (N.P. Seal) Commission expires January 20, 1948.
Book 467 Page 64

I, Ernest Leaverton, a Bonded Abstracter of the State of Colorado, do hereby certify that the foregoing (consisting of Three entries numbered 1, 2 and 3) is a full and correct Abstract of each and every instrument of record or on file in the Office of the County Clerk and Recorder of Mesa County, Colorado, in any manner effecting or relating to the title to the real property described in the caption of this continuation, subsequent to January 3, 1944 at 4:07 P.M.

Dated at Grand Junction, Colorado, February 27, 1947 at 8:00 A.M.

Ernest Leaverton
Bonded Abstracter

A B S T R A C T O F T I T L E

to

All that part of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, lying South of the right of way of the Rio Grande Western Railway, also all that part of the Southwest Quarter of the Northeast Quarter of said Section lying South of said Right of way; also, all that part of the Southeast Quarter of the Northwest Quarter of said Section lying South of the said right of way, also the Northeast Quarter of the Southwest Quarter of said Section, except a strip of land along West side of said Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of said Section, 16 feet in width and excepting also roadway on the South side of said Railway right of way as now laid out and established, all in Township One North Range Two West of the Ute Meridian, in Mesa County, Colorado.

From date February 27, 1947 at 8:00 A. M. and Entry No. 1.

(1) 122

Burrell C. Reynolds, Public Trustee of Mesa County, Colorado to W. A. Hopkins	)	RELEASE DEED Dated Oct. 8, 1946 Filed Oct. 9, 1946 at 10:45 A. M. $2.00

Releases:- A tract or tracts of land described as follows: All that part of the NW¼ NW¼ SE¼ Sec. 36 lying South of the right of way of The Denver and Rio Grande Western Railway; also all that part of the SW¼ NE¼ of said Section, lying South of said right of way; also all that part of the SE¼ NW¼ of said Section lying South of said right of way; also the NE¼ SW¼ of said Section except a strip of land along the West side of the SE¼ NW¼ and the NE¼ SW¼ of said Section, said strip being 16 feet in width, and excepting also acroadway on the South side of said railroad right of way as now laid out and established; also conveys all that part of the SE¼ NW¼ of said Section 36 lying North of the right of way of The Denver and Rio Grande Western Railway except right of way for highway; also conveys all that part of the E½ NE¼ NW¼ of said Sec. 36 lying South and East of the drain ditch; all of the above described lands being in Twp. 1N. R. 2W. U.M., Also conveys all ditch, lateral and water rights belonging or in any wise appertaining to said lands, including 128 shares of the capital stock of The Grand Valley Irrigation Company, in Mesa County, Colorado. (and other real property)

FROM TRUST DEED Dated December 29, 1943 recorded January 3, 1944 in Book 412 page 244 given to secure The Modern Building and Loan Association, a Colorado corporation, the payment of his note. Note paid.

Ack. Oct. 8, 1946 by Burrell C. Reynolds, Public Trustee of Mesa County, Colorado, before Virginia O. Wallace, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires March 12, 1950.

Book 465 Page 172

119821

(2) 123

A. R. Gram and Louise M. Gram, his wife) AMORTIZATION MORTGAGE
to) Dated February 24, 1947
The Federal Land Bank of Wichita) Filed April 23, 1947 at **3.45 .P.M.**
$3,000.00

Conveys:- All that part of the NW¼ NW¼ SE¼ Sec. 36, lying South of right of way of Rio Grande Western Railway, also all that part of the SW¼ NE¼ of said Sec. lying South of said right of way; also, all that part of the SE¼ NW¼ of said Sec. lying South of the said right of way, also the NE¼ SW¼ of said Section, except a strip of land along West side of said SE¼ NW¼ and NE¼ SW¼ of said Sec.,16 feet in width and excepting also roadway on the South side of said railway right of way as now laid out and established, all in Twp. 1N. R. 2W. U.M.; Containing 70 acres, more or less, according to the United States Government Survey thereof; Together with 82 shares of stock of The Grand Valley Irrigation District.

GIVEN TO SECURE the payment of a note of even date herewith, in the amount of $3000.00, with interest at the rate of 4% per annum, said principal, with interest, being payable on the amortization plan in semi-annual installments, the last installment being due and payable on April 1, 1967.

Signed: A. R. Gram Louise M. Gram

Ack. February 27, 1947 by A. R. Gram and Louise M. Gram, his wife, before Vienno V. Thompson, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires February 5, 1951. Book **461** Page **556.** 462775

(3) 124

A. R. Gram and Louise M. Gram, his wife) AMORTIZATION MORTGAGE
to) Dated Feb. 24, 1947
Land Bank Commissioner, acting for and) Filed April 23, 1947 at **3.46 P.M.**
on behalf of the Federal Farm Mortgage) $400.00
Corporation)

Conveys:- All that part of the NW¼ NW¼ SE¼ Sec. 36, lying South of Right of Way of Rio Grande Western Railway, also all that part of the SW¼ NE¼ of said Section lying South of said right of way; also, all that part of the SE¼ NW¼ of said Section lying South of the said right of way, also the NE¼ SW¼ of said Section, except a strip of land along West side of said SE¼ NW¼ and NE¼ SW¼ of said Section, 16 feet in width and exeepting also roadway on the South side of said railway right of way as now laid out and established all in Twp. 1N. R. 2W. U.M.; Containing 70 acres, more or less, according to the United States Government Survey thereof;

Together with 82 shares of stock of The Grand Valley Irrigation District.

GIVEN TO SECURE payment of note of even date herewith, in the amount of $400.00 with interest at the rate of 5% per annum, said principal, with interest, being payable on the amortization plan in semi-annual installments, the last installment being due and payable on April 1, 1952.

Excepting a first mortgage in favor of The Federal Land Bank of Wichita, Wichita, Kansas in the sum of $3,000.00 and dated February 24, 1947;

Signed: A. R. Gram Louise M. Gram

Ack. February 27, 1947 by A. R. Gram and Louise M. Gram, his wife, before Vienno V. Thompson, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires February 5, 1951. Book **461** Page **557.** 462776

(4) 125

Burrell C. Reynolds, Public Trustee) RELEASE DEED
of Mesa County, Colorado) Dated April 24, 1947
to) Filed April 24, 1947 at **10.05 A.M.**
W. A. Hopkins) $2.00

Releases:- All that part of the NW¼ NW¼ SE¼ Sec. 36 lying South of the right of way of the Rio Grande Western Railway; also all that part of the SW¼ NE¼ of said Section lying South of said right of way; also all that part of the SE¼ NW¼ of said Section lying South of said right of way; also the NE¼ SW¼ of said section except strip of land along the West side of the SE¼ NW¼ and the NE¼ SW¼ of said section, being 16 feet in width, and excepting also roadway on the South side of said railway right of way as now laid out and established; also all that part of the SE¼ NW¼ of said Sec. 36, lying North of said right of way of the Rio Grande Western Railway except right of way for highway; also the East Half fof the NE¼ NW¼ of said Sec. 36 , all of the above described lands being in Twp. 1N. R. 2W. of the U.M., together with all ditch and water rights thereto belonging or in any way appertaining or used thereon and especially 112 shares of the capital stock of The Grand Valley Irrigation Company, in Mesa County, Colorado.

FROM TRUST DEED Dated December 4, 1942 recorded December 5, 1942 in book 417 page 6 given to secure The Modern Building and Loan Association, a Colorado corporation the payment of his note. Note paid.

Ack. April 24, 1947 by Burrell C. Reynolds, Public Trustee of Mesa County, Colorado, before Virginia O. Wallace, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires March 13, 1950.

Book **470** Page **143.** 462792

I, Ernest Leaverton, a Bonded Abstracter of the State of Colorado, do hereby certify that the foregoing (consisting of Four Entries, numbered from 1 to 4 Inclusive) is a full, true and complete Abstract of Title of each and every instrument of record or on file in the Office of the County Clerk and Recorder of Mesa County, Colorado, in any manner effecting or relating to the real property described in the caption of this continuation, subsequent to February 27, 1947 at 8.00 A.M. and Entry No. 1 prior thereto.

Dated at Grand Junction, Colorado, April 24, 1947 at 10.06 A.M.

Ernest Leaverton

Bonded Abstracter.

No. C-7590

Continuation of

A B S T R A C T O F T I T L E

to

All that part of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section Thirty-six (36), lying South of the right of way of the Rio Grande Western Railway, also all that part of the Southwest Quarter of the Northeast Quarter of said Section lying South of said Right of way; also, all that part of the Southeast Quarter of the Northwest Quarter of said Section lying South of the said right of way, also the Northeast Quarter of the Southwest Quarter of said Section, except a strip of land along West side of said Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of said Section, 16 feet in width and excepting also roadway on the South side of said Railway right of way as now laid out and established, all in Township One (1) North, Range Two (2) West of the Ute Meridian, in Mesa County, Colorado.

From April 24, 1947 at 10:06 o'clock A. M.

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1.	A. R. Gram Louise M. Gram to L. W. Roberts and Helen Roberts, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever.	126	WARRANTY DEED $1500.00 Dated September 19, 1947 Filed September 22, 1947 At 2:45 o'clock P. M. Conveys:- From the SE corner Sec. 36, Twp.1N R. 2W. U.P.M. N 1137 feet to the S line of the County Highway, thence N 53°43' W along said highway 2462 feet, to the E line NW¼ NW¼ SE¼ said Sec. 36 thence N 53°43' W 582 feet, thence S 10°18' W 782 feet, thence S 2°48' W 330 feet to the Persigo Wash, thence N 60°43' E along said wash to the E line of the said NW¼ NW¼ SE¼, thence N to the point of beginning, Mesa County, Colorado. Containing 10.24 acres, more or less. Together with 7 shares of stock of the Grand Valley Irrigation Company. (IRS $1.65).	#470955 Book 471 Page 465

Ack. September 19, 1947 before Kenneth J. Austin, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires April 10, 1951.

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

STATE OF COLORADO)
(SS
COUNTY OF M E S A)

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing consisting of One (1) Entry numbered 1, constitutes a true and correct Abstract of Title showing all instruments which appear of record or on file in the office of the County Clerk and Recorder of Mesa County, Colorado from April 24, 1947 at 10:06 o'clock A. M. up to January 15, 1948 at 8:00 o'clock A. M. affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado

January 15, 1948 at 8:00 o'clock A. M.

THE MESA COUNTY ABSTRACT COMPANY

By R B Williams Manager

THE MESA COUNTY ABSTRACT CO.
GRAND JUNCTION COLORADO

No. C-16057

Continuation of

ABSTRACT OF TITLE

to

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (now the Denver and Rio Grande Western Railroad), EXCEPT the West 16 feet thereof, and also EXCEPT right of way for County Road on the South side of said Railway right of way;

The West Half of the Northeast Quarter of the Southwest Quarter, EXCEPT the West 16 feet thereof; the Northeast Quarter of the Northeast Quarter of the Southwest Quarter; and all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch, EXCEPT right of way for drain ditch;

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Sectin Thirty-six (36) bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less, to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section Thirty-six (36), thence West, along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter, 42 feet, more or less, to the Southwest corner thereof, thence North, along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter, and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section Thrity-six (36) 1080 feet, more or less, to the South line of the County Road, thence, along the South line of the County Road, South 53°43' East 235 feet, more or less, to the point of beginning;

All in Section Thirty-six (36), Township One (1) North, Range Two (2) West of the Ute Meridian; in Mesa County, Colorado.

From January 15, 1948 at 8:00 o'clock A.M.

\# #

127
2. For Plat of property described in caption above, see entry numbered Two (2) on inside yellow cover sheet at end of this Abstract, which, by this notation and reference, is hereby made a part hereof.

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128 3. Luther Nelson to Grand Valley Drainage District	QUIT CLAIM DEED $1.00 Dated February 27, 1918 Filed July 24, 1919 At 11:15 o'clock A.M.	#153287 Book 230 Page 11

Quit Claims: Lot 1 and 2 Sec. 36, Twp. 1N, R. 2W, U.M., described as follows. In Lot 1: Beginning at a point 39 feet W of the SE corner of Lot 1, Sec. 36, Twp. 1N, R. 2W, U.M., thence N 54°05' E 48.4 feet to a point 29.4 feet N of the SE corner of said tract. Also, in Lot 2: Beginning at a point 39 feet W of the SE corner of Lot 1, Sec. 36, Twp. 1N, R. 2W, U.M. thence S 54°05' W 386 feet to a point on the bank of the Grand River.

Ack. February 27, 1918 before Henry Tupper, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires May 17, 1921

THIS INSTRUMENT SHOWN FOR REFERENCE PURPOSES ONLY

-o---00---o-

4.
129

A.R. Gram and
Louise M. Gram
to
Milton C. Brown and Mabel
Brown, not in tenancy in
common but in joint tenancy,
the survivor of them, their
assigns and the heirs and
assigns of such survivor
forever.

WARRANTY DEED $10.00 and other valuable considerations
Dated February 26, 1948
Filed February 26, 1948
At 11:53 o'clock A.M.
#478712
Book 482
Page 237

Conveys: All that part of the NW¼ NW¼ SE¼ Sec. 36, lying S of the right of way of the Rio Grande Western Railway, also all that part of the SW¼ NE¼ of said Section lying S of said right of way; also, all that part of the SE¼ NW¼ of said Section lying S of the said Right of way, Also the NE¼ SW¼ of said Section, except a strip of land along the W side of said SE¼ NW¼ and the NE¼ SW¼ of said Sec., 16 feet in width and excepting also roadway on the S side of said Railway right of way as now laid out and established, all in Twp. 1N, R. 2W, U.M.; EXCEPT from the SE corner of Sec. 36, Twp. 1N, R. 2W, U.P.M., N 1137 feet to the S line of the County Highway, thence N 53°43' W along said highway 2462 feet, to the E line of the NW¼ NW¼ SE¼ Said Sec. 36; thence N 53°43' W 582 feet, thence S 10°18' W 782 feet, thence S 2°48' W 330 feet to the Persigo Wash, thence N 60°43 E along said wash to the E line of the said NW¼ NW¼ SE¼, thence N to the point of beginning, Mesa County, Colorado, except subject to a loan to the Federal Land Bank, subject to taxes for the year 1948, payable in 1949 and subject to the obligations of the Grand Valley Drainage District. (IRS $5.50)
/s/ A.R. Gram, Louise M. Gram.
Ack. February 26, 1948 by A.R. Gram and Louise M. Gram, before Norman B. Hotchkiss, Notary Public, Mesa County, Colorado.
(N. P. Seal)
Commission expires September 30, 1950

-o---00---o-

130
5.

Federal Farm Mortgage Corporation, a corporation and the Land Bank Commissioner, By the Federal Land Bank of Wichita, Wichita, Kanaas, a corporation, their Agent and Attorney-in-Fact By R.H. Jones, Vice President, Attest: J.A. Carrico, Assistand Secretary. (Corporate Seal)
to
A.R. Gram and Louise M. Gran, his wife.

RELEASE OF REAL ESTATE MORTGAGE
Dated April 23, 1948
Filed May 4, 1948
At 10:41 o'clock A.M.
#482489
Book 486
Page 343

For valuable consideration, the undersigned hereby releases that certain real estate mortgage, dated February 24, 1947, and recorded April 23, 1947 in Book 461, Page 556, Reception No. 462775 of the mortgage records of Mesa County, Colorado.
Ack. April 24, 1948 by R.H. Jones as Vice-President of The Federal Land Bank of Wichita, a corporation; said corporation acting as Agent and Attorney-in-Fact for the Federal Farm Mortgage Corporation and the Land Bank Commissioner, before Lois Gardiner, notary Public, Sedgwick County, Kansas.
(N. P. Seal)
Commission expires April 1, 1950

-o---00---o-

131
6.

Federal Farm Mortgage Corporation, a corporation, and the Land Bank Commissioner, By The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, their Agent and Attorney-in-Fact By R. H. Jones, Vice-President, Attest: J.A. Carrico, Assistant Secretary, (Corporate Seal)
to
A.R. Gram and Louise M. Gram, his wife.

RELEASE OF REAL ESTATE MORTGAGE
Dated April 23, 1948
Filed May 4, 1948
At 10:42 o'clock A.M.
#482490
Book 486
Page 344

For valuable consideration, the undersigned hereby release that certain real estate mortgage dated February 24, 1947, and recorded April 23, 1947 in Book 461 at Page 557, Reception No. 462776 of the mortgage records of Mesa County, Colorado.
Ack. April 23, 1948 by R.H. Jones, as Vice-President of The Federal Land Bank of Wichita, a Corporation, said Corporation acting as Agent and Attorney-in-Fact for the Federal Farm Mortgage Corporation and the Land Bank Commissioner, before Lois Gardiner, Notary Public, Sedgwick County, Kansas.
(n. P. Seal)
Commission expires April 1, 1950

-o---00---o-

Federal Farm Mortgage Corporation, by W. I. Myers, President. Attest: Scott W. Hovey, Secretary (Corporate Seal) A. S. Goss, Land Bank Commissioner, Attest: Herbert Emmerich, Administrative Assistant to the Governor of the Farm Credit Administration (Corporate Seal)
to
The Federal Land Bank of Wichita, a corporation

132
7,

POWER OF ATTORNEY
Dated June 25, 1934
Filed September 7, 1934
At 11:00 o'clock A.M.

#288197
Book 347
Page 27

Appoint The Federal Land Bank of Wichita, a corporation, organized and operating pursuant to the provisions of the Federal Farm Loan Act, as amended, with principal office and place of business in City of Wichita, State of Kansas, true and lawful agent and attorney in fact for us and in our names, places and steads as our respective interests may appear, generally to do and perform any and all lawful acts or things necessary and incident to the collection and/or recovery of all monies and/or property of whatsoever nature, due or to become due, or to which we are or may be entitled; to execute, acknowledge and deliver assignments of or release from real, chattel, crop, or other mortgages or other assignments, deeds of trust, contracts, mineral or other leases, subordination agreements, full or partial releases, deeds and/or other instruments, papers, documents or agreements for the conveyance, assignment, transfer, release or discharge of property or any right, title or interest therein, to institute, prosecute, defend, compromise, settle or make other disposition of all actions or proceedings in law, equity or otherwise to execute and deliver discharges, releases, satisfactions or other instruments, papers or documents, necessary or incident to the satisfaction, release or discharge of judgments; and to do and perform each and every act and thing requisite, necessary and proper to be done in the premises as fully and effectually, in all respects, as we could do, if personally present, with the understanding that the enumeration of particular powers shall in no way limit the general powers herein granted; and we do hereby ratify and confirm all acts heretofore done by our said agent and attorney in fact with reference to the power and authority herein granted, as fully and to the same extent as if performed subsequent to the date hereof. The powers conferred by this instrument shall remain in full force and effect until revoked by operation of law or otherwise. Any such revocation, except a revocation by operation of law, shall not be effective as to any deed, mortgage, release or other instrument, paper, document or writing properly filed or recorded in any recording or filing office and affecting or relating to the conveyance, transfer, assignment, release or discharge of any right, title or interest in property unless and until such revocation shall also be properly filed or recorded in such recording or filing office.
Ack. June 25, 1934 by W. I. Myers who subscribed the name of the Federal Farm Mortgage Corporation as its President as free and voluntary act and deed of said corporation and by A. S. Goss who subscribed the foregoing instrument as Land Bank Commissioner acting pursuant to Part III of the Act of Congress known as the "Emergency Farm Mortgage Act of 1933" as his free and voluntary act and deed in his official capacity as Land Bank Commissioner before N.Jos. Aronoff, Notary Public, District of Columbia.
(N. P. Seal) Commission expires August 7, 1936.

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8.

133

Granmesa Petroleum Company Inc., a Colorado corporation and Fruita Petroleum Co., Inc., A Colorado corporation

AGREEMENT
Dated January 21, 1950
Filed July 29, 1950
At 11:30 o'clock A. M.

#524626
Book 530
Page 52

Whereas second party and others are lessees or assignees of lessees under certain oil and gas leases (---including application fo oil and gas leases to be issued by the U. S. A.--) embracing portions of the lan within the following-described blocks and the following-described areas of such blocks, to-wit: Block No. 1-Fruita Block Twp. 1N. R. 2W, U.M.; and Twp. 1N, R. 3W, U.M.; Block No. 2-Fruita Block That portion of Twp. 2N, R. 3W, U.M., lying E of the following described line: Beginning at the NW corner of Sec. 5; thence S to the SW corner of Sec. 20; thence E to the SE corner of said Sec. 20; thence S to the SW corner of Sec. 28; thence E to the SE corner of said Sec. 28; thence S to the SW corner of Sec. 34;
Block No. 3- Fruita Block Twp. 9S, R. 103W, 6th P.M., and that portion of Twp. 2N, R. 3W, U.M., lying W of the following-described line: Beginning at the NW corner of Sec. 5; thence S to the SW corner of Sec. 20; thence E to the SE corne of said Sec. 20; thence S to the SW corner of Sec. 28; thence E to the SE corner of said Sec. 28; thence S to the SW corner of Sec. 34; all in Mesa County, Colorado; (and other property in the State of Utah)--and such leases to second party within Blocks 1, 2 and 3, are upon lease forms, a copy of which is attached here and marked "Exhibit A", requiring unitization-- and second party has prepared a Unitization Instrument with respect to its leased land within Block No. 1--- and has prepared a form of Assignment and Agreement with respect to such land within Block No. 1--- a copy of which form not containing the description of lands is hereto attached and marked "Exhibit B"--- and first party has paid to second par $600.00 -- NOW, THEREFORE, IT IS AGREED -- Second party shall assign to and procure the assignment to first party of such oil and gas leases, or portions there by appropriate instruments embracing an aggregate of not less than 25,000 acres within the above-described blocks and areas -- reserving an overriding royalty o 2½% of all oil etc. to second party. First party shall transfer a ¼ of 1% of al oil etc. as overriding royalty to second party on all assignments received by i from others through second parties procurance.-----Any assignments by second par of leases -- of lands within Block 1, 2 and 3, which are on form represented by Exhibit A shall contain substantially the same covenants and agreements contain in Exhibit B--. If commercial production of oil or gas shall be encountered up or under lands assigned under this agreement-- second party will not sell, assi or otherwise depose of any of leased lands retained by it in the block in which commercial production shall have been encountered--. First party shall issue t second party 500 shares ($100.00 par value each) of first party's common stock, and shall pay to second party within 60 days from date the sum of $5400.00 in addition, and within 90 days, the further sum of $4000.00 --. The term "leases used herein -- shall include applications for U. S. Government and State leases First party will make all payments and do all things necessary to have the leas and portions of leases assigned to it remain in full force and effect--. Shoul first party fail to make any of the payments and to perform any of the covenant under the terms of this agreement, second party may serve 30 days' written notic upon first party by U. S. Registered Mail % L. B. Davis, 705-6 First National B Bldg., Denver, Colorado, and if within such 30 day period first party shall hav not remedied the defaults specified in such notice, this agreement shall be ter ated, and second party shall be under no obligation to perform its covenants he under, and first party shall assign and transfer all leases or portions of leas obtained by it hereunder to the persons-- from which it obtained such assignmen and second party shall retain all amounts paid to it and all stock issued to it liquidated damages. /s/ Granmesa Petroleum Company, Inc. By C. L. Paul, Preside Attest: Gladys A. Belger, Secretary (Corporate Seal), First Party. /s/ Fruita Petroleum Co., Inc. By Rolland O. Powell, President Attest: Paul E. Botkin, Secretary (No seal affixed), Second Party.
(--Attached to this instrument is an Oil, Gas and Mineral Lease form identified "Exhibit A" and an Assignment and Agreement form identified as "Exhibit B", whi we do not abstract, but note hereby that said Lease form bears the date Februar 1949, and is indicated to remain in force for a primary term of 3 years.---)

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

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing, consistin g of Seven (7) Entries, numbered 2 to 8, both inclusive, constitutes a true and correct Abstract of Title showing all instruments which appear of record or on file in the office of the County Clerk and Recorder of Mesa County, Colorado, from January 15, 1948 at 8:00 o'clock A.M. up to March 28, 1951 at 8:00 o'clock A.M., affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado
March 28, 1951 at 8:00 o'clock A.M.
THE MESA COUNTY ABSTRACT COMPANY
By Richard B Williams
Manager

No. C-18614

Continuation of

A B S T R A C T O F T I T L E

to

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right ofway of the Rio Grande Western Railway (now the Denver and Rio Grande Western Railroad), EXCEPT the West 16 feet thereof, and also EXCEPT right of way for County Road on the South side of said Railway right of way;

The West Half of the Northeast Quarter of the Southwest Quarter, EXCEPT the West 16 feet thereof; the Northeast Quarter of the Northeast Quarter of theSouthwest Quarter; and all that part ofthe Southeast Q uarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch, EXCEPT right of way for drain ditch;

Beginning at a point on the South line of the County Road North 53°43' W 3044 feet from a point whence the Southeast corner of said Section Thirty-six (36) bears S 1137 feet, thence S 10°18' West 782 feet, thence S 2°48' West 180 feet, more or less, to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section Thirty-six (36), thence West, along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter, 42 feet, more or less, to the Southwest corner thereof, thence North, along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter, and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section Thirty-six (36) 1080 feet, more or less, to the South line of the County Road, thence along the South line of the County road, South 53°43' East 235 feet, more or less, to the point of beginning;

All in Section Thirty-six (36), Township One (1) North, Range Two (2) West of the Ute Meridian; in Mesa County, Colorado.

From March 28, 1951 at 8:00 o'clock A.M.

##

134
9.

Milton C. Brown and Mabel Brown to Waller Barnes	WARRANTY DEED $10.00 and other valuable considerations Dated April 6, 1951 Filed April 6, 1951 At 3:20 o'clock P.M.	#538761 Book 545 Page 235

Conveys: That part of the SE¼ NW¼ Sec. 36, lying S of the right of way of the Denver & Rio Grande Western Railroad; Except the County road along the N side thereof, and Except the W 16 feet thereof; also The NE¼ SW¼ of said Sec. 36, Except the W 16 feet thereof and Except alos that part lying S and E of the drainage ditch as now constructed; also Beginning at the point of intersection of the S line of the County Road with the N and S center line of said Sec. 36; thence S 53°43' E 235 feet, thence S 10°18' W 782 feet, thence S 2°48' W 180 feet, more or less, to the S line of the NW¼ NW¼ SE¼ of saidSec. 36, thence W 42 feet, more or less to the N and S center line of said Sec. 36, thence N 1080 feet more or less, to the point of beginning, all in Twp. 1N, R. 2W.U.M., in Mesa County, Colorado. Subject to taxes for the year 1951 payable in 1952. (IRS $13.20)

/s/ Milton C. Brown, Mabel Brown.

Ack. April 6, 1951 by Milton C. Brown and Mabel Brown before Norman B. Hotchkiss, Notary Public, Mesa County, Colorado.

(N. P. Seal) Commission expires September 30,1954

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

STATE OF COLORADO) SS
COUNTY OF M E S A)

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing consisting of One (1) Entry numbered 9, constitutes a true and correct Abstract of Title showing all instruments which appear of record or on file in the office of the County Clerk and Recorder of Mesa County, Colorado, from March 28, 1951 at 8:00 o'clock A.M. up to April 7, 1952 at 8:00 o'clock A. M. affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado
April 7, 1952 at 8:00 o'clock A.M.

THE MESA COUNTY ABSTRACT COMPANY

By Richard B Shelburne
Manager

THE MESA COUNTY ABSTRACT CO.
GRAND JUNCTION COLORADO

No. C-24017

Continuation of

ABSTRACT OF TITLE

to

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (now the Denver and Rio Grande Western Railroad), EXCEPT the West 16 feet thereof,(and also EXCEPT right of way for County Road on the South side of said Railway right of way;)

The West Half of the Northeast Quarter of the Southwest Quarter, EXCEPT the West 16 feet thereof; the Northeast Quarter of the Northeast Quarter of the Southwest Quarter; and all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch,(EXCEPT right of way for drain ditch;)

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section Thirty-six (36) bears S 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less, to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section Thirty-six (36), thence West, along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter, 42 feet, more or less, to the Southwest corner thereof, thence North, along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter, and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section Thirty-six (36) 1080 feet, more or less, to the South line of the County Road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less, to the point of beginning;

All in Section Thirty-six (36), Township One (1) North, Range Two (2) West of the Ute Meridian; in Mesa County, Colorado.

From April 7, 1952 at 8:00 o'clock A.M.

\# #

135

10. Waller Barnes
to
Wayne R. Cruse and Goldie L. Cruse, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever.

WARRANTY DEED $10.00 and other valuable considerations #567628
Book 573
Page 46
Dated May 14, 1952
Filed October 14, 1952
At 9:23 o'clock A. M.
Conveys: That part of the SE¼ NW¼ Sec. 36, lying S of the right of way of the Denver & Rio Grande Western Railroad; Except the County road along the N side thereof, and Except the W 16 feet thereof; also The NE¼ SW¼ of said Sec. 36, Except the W 16 feet thereof and Except alos that part lying S and E of the drainage ditch as now constructed; also Beginning at the point of intersection of the S line of the County Road with the N and S center line of said Sec. 36; thence S 53°43' E 235 feet, thence S 10°18' W 782 feet, thence S 2°48' W 180 feet, more or less, to the S line of the NW¼ NW¼ SE¼ of said Sec. 36, thence W 42 feet, more or less to the N and S center line of said Sec. 36, thence N 1080 feet, more or less to the point of beginning, all in T. 1N, R. 2W. U. M., In Mesa County, Colorado. Subject to taxes for the year 1952 payable in 1953. (IRS $7.70).
/s/ Waller Barnes.
Ack. May 14, 1952 by____before Walter D. Guy, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires March 18, 1956.

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

11. Wayne R. Cruse and Goldie L. Cruse to Public Trustee, Mesa County, Colorado, for the use of Waller Barnes____

TRUST DEED $7,000.00 #567647
Dated September 15, 1952 Book 573
Filed October 14, 1952 Page 35
At 10:11 o'clock A. M.

136

Conveys: That part of the SE¼, NW¼ Sec. 36, lying S of the right of way of the Denver & Rio Grande Western Railroad; Except the County road along the N side thereof, and except the W 16 feet thereof; Also The NE¼ SW¼ Sec. 36, EXCEPT the W 16 feet thereof and except also that part lying S and E of the drainage ditch as now constructed; also Beginning at the point of intersection of the S line of the County road with the N and S center line of said Sec. 36; thence S 53° 43' E 235 feet, thence S 10°18' W 782 feet, thence S 2°48' W 180 feet, more or less, to the S line of the NW¼ NW¼ SE¼ of said Sec.36, thence W 42 feet, more or less to the N and S center line of said Sec. 36, thence N 1080 feet more or less to the point of beginning, all in T. 1N, R. 2W. U.M. in Mesa County, Colorado. Subject to taxes for the year 1952 payable in 1953. IN TRUST to secure their note bearing even date herewith for the principal sum of $7,000.00, payable__after date, with interest from date until maturity at the rate of 5% per annum, interest payable____
/s/ Wayne R. Cruse, Goldie L. Cruse.
Ack. September 15, 1952 by De Voe's Realty before Walter D. Guy, Notary Public Mesa County, Colorado.
(N. P Seal) Commission expires March 18, 1956.
(Bradford-Robinson form #923A)

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

12. Wayne R. Cruse and Goldie L. Cruse, his wife to The Federal Land Bank of Wichita, Wichita, Kansas

AMORTIZATION MORTGAGE $4,000.00 #601448
Dated May 12, 1954 Book 604A
Filed May 17, 1954 Page 175
At 3:46 o'clock P. M.

137

Mortgages: That part of the SE¼ NW¼ Sec.36 lying S of the right of way of the Denver and Rio Grande Western Railroad, EXCEPT the County Road along the N side thereof and EXCEPT the W 16 feet thereof; also the NE¼ SW¼ of said Sec. 36, EXCEPT the W 16 feet thereof and EXCEPT that part lying S and E of the drainage ditch as now constructed; also beginning at the point of intersection of the S line of the County Road with the N abd S center line of said Sec. 36, thence S 53°43' E 235 Feet, thence S 10°18' W 782 feet, thence S 2°48' W 180 feet, more or less, to the S line of the NW¼ NW¼ SE¼ of said Sec. 36, thence W 42 feet, more or less , to the N and S center line of said Sec. 36, thence N 1080 feet, more or less, to the point of beginning, all in T. 1N, R. 2W. U. M.; Mesa County, Colorado. Containing 57 acres, more or less, according to the United States Government Survey thereof; Together with 77 shares of stock of the Grand Valley Irrigation Company. TOgether with improvements thereon. TO SECURE the payment of a note bearing even date herewith in the amount of $4,000.00, with interest at the rate of 4% per annum, said principal, with interest, being payable on the amortization plan in semi-annual installments, the last installment being due and payable on October 1, 1987. This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.
/s/ Wayne R. Cruse, Goldie L. Cruse.
Ack. May 17, 1954 by Wayne R. Cruse and Goldie L. Cruse, his wife, before Kenneth J. Austin, Notary Public, Mesa County, Colorado.
(N.P. Seal) Commission expires March 30, 1955.

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

STATE OF COLORADO)
(SS
COUNTY OF M E S A)

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing consisting of Three (3) entries, numbered 10, 11 and 12, constitutes a true and correct Abstract of Title showing all instruments which appear of record or on file in the office of the County Clerk and Recorder of Mesa County, Colorado from April 7, 1952 at 8:00 o'clock A. M. up to May 17, 1954 at 3:47 o'clock P. M., affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado

May 17, 1954 at 3:47 o'clock P. M.

THE MESA COUNTY ABSTRACT COMPANY

BY Richard B Williams
Manager.

Recorded at ..... o'clock ..... M. .....

Reception No. ..... Recorder.

083

603764
605-412
4:05 P.M.

13

THIS INDENTURE, Made this 4th day of June in the year of our Lord One Thousand Nine Hundred and fifty-four, between WAYNE R. CRUSE and GOLDIE L. CRUSE whose address is Grand Junction, Colorado 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 parties of the first part have executed their one promissory note bearing even date herewith, for the principal sum of TWO THOUSAND SEVEN HUNDRED NINETEEN AND NO/100 Dollars payable to the order of WALLER BARNES at 531 Main Street, Grand Junction, Colorado, in installments of at least $500.00 payable on or before September 15, 1954, at least $500.00 payable on or before September 15, 1955 and the entire unpaid balance together with interest thereon payable on or before September 15, 1956, after the date thereof, with interest thereon from date until maturity at the rate of 3 per cent per annum, payable annually in addition to such installment applied first upon interest and the balance upon principal;

AND WHEREAS, The said parties of the first part are desirous of securing said promissory note;

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

That part of the SE¼NW¼ of Section 36, lying South of the right of way of the Denver & Rio Grande Western Railroad; except the County Road along the North side thereof; and except the West 16 feet thereof;

Also the NE¼SW¼ of Section 36, except the West 16 feet thereof and except also that part lying South and East of the drainage ditch as now constructed;

Also beginning at the point of intersection of the South line of the County Road with the North and South center line of said Section 36; thence South 53°43' East 235 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less, to the South line of the NW¼NW¼SE¼ of said Section 36, thence West 42 feet, more or less, to the North and South center line of said Section 36, thence North 1080 feet more or less, to the point of beginning, All in Township 1 North, Range 2 West of the Ute Meridian.

TO HAVE AND TO HOLD, The same together with all and singular the privileges and appurtenances thereunto belonging in trust nevertheless, that in case of default in the payment of said note or any of them or any part thereof or interest thereon, then upon the beneficiary hereunder filing notice and demand, it shall be lawful for said Public Trustee to sell said property in the manner provided by law for cash at public auction at the south door of the Court House in the City of Grand Junction County of Mesa in the State of Colorado, upon advertising notice of sale weekly, for not less than four weeks, in some newspaper of general circulation, and after the expiration of the time of redemption, to make and deliver to the purchaser or purchasers or his, her or their assigns, a deed or deeds of conveyance to the property sold, and out of the proceeds of such sale, after first paying and retaining all fees, charges and costs, and all money advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, to pay the principal and interest due on said note, rendering the overplus (if any) unto the said parties of the first part, their legal representatives or assigns and the said beneficiary may purchase said property or any part thereof;

And the said parties of the first part, for themselves, their heirs, executors and administrators, covenant and agree that at the time of the ensealing and delivery of these presents, they are well seized of the above described premises in fee simple, and that said property is free and clear of all liens and encumbrances whatsoever, except that certain real estate mortgage in favor of the Federal Land Bank of Wichita, Wichita, Kansas, which is recorded in the Mesa County, Colorado, records in Book 604-A at Page 175.

and that they will keep all buildings insured for the insurable value thereof, with loss payable to said beneficiary, and will pay all taxes or assessments against said property, and any amounts due or becoming due on any prior encumbrance, and if a release be desired, the expense thereof, and in case of foreclosure, a reasonable attorney's fee;

And it is stipulated and agreed that in case of default in payment of principal or interest as aforesaid or a breach of any of the covenants or agreements herein, then said principal sum hereby secured and interest thereon may at the option of said beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said property will thereupon be delivered to said beneficiary.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

WITNESS:

Wayne R. Cruse (SEAL)

Goldie L. Cruse (SEAL)

(SEAL)

STATE OF COLORADO
County of M E S A } ss.

The foregoing instrument was acknowledged before me this 4th day of June, 19 54. By WAYNE R. CRUSE and GOLDIE L. CRUSE

WITNESS my hand and official seal.

My commission expires September 8, 1954

Notary Public

Recorded at _____ o'clock _____

Reception No. _____ Clerk and Recorder

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men By These Presents, That, Whereas,

Wayne R. Cruse and Goldie L. Cruse

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 15th day of September, A. D. 19 52, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 14th day of October, A. D. 19 52, in book 573 of said County records, on page 35, conveyed to the Public Trustee in said County of Mesa, certain real estate in said Deed of Trust described in trust to secure to the order of Waller Barnes

the payment of the indebtedness mentioned therein.

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

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

All that property conveyed in trust, in and by Document No. 567647 as recorded in the office of the County Clerk and Recorder of said Mesa County, Colorado, in Book and at page aforesaid.

~~including all linoleums, blinds, rods, poles, brackets, shades, lawn hose, lawn mowers, and incidental attachments, and all plumbing, stoking, heating, lighting, cooking, refrigeration, air conditioning, water heating, and water sprinkling equipment;~~

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 thereunto belonging forever. And further, that the said Trust Deed is, by these presents, to be considered as fully and absolutely released, cancelled and forever discharged.

WITNESS my hand and seal, this 8th day of June, A.D. 19 54.

Burrell C. Reynolds (Seal)
As the Public Trustee in said County of Mesa

STATE OF COLORADO, County of Mesa, } ss.

The foregoing instrument was acknowledged before me this 8th day of June, 1954, by Burrell C. Reynolds as the Public Trustee in said County of Mesa, Colorado.

Witness my hand and Official Seal.

My Commission expires SEP 22 1957

Dena A. Williams
Notary Public.

The Public Trustee in said County of Mesa:

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

_____
The legal holder of the indebtedness secured by said Deed of Trust.

By _____

605917
605917
605917
14
JUNE 8 1954
136

140

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

15

IN THE DISTRICT COURT IN AND FOR THE

COUNTY OF MESA AND STATE OF COLORADO

No. 10213

IN THE MATTER OF THE ORGANIZATION)
)
OF UTE WATER CONSERVANCY DISTRICT) D E C R E E
)

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,

(Continued on next page)

No. 15. continued:

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
No. 10213

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

IN THE MATTER OF THE
UTE WATER CONSERVANCY DISTRICT

O R D E R

16 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,

141 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-

Recorded at _____ o'clock _____

Reception No. _____, Clerk and Recorder

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

17 Wayne R. Cruse and Goldie L. Cruse

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 4th day of June, A. D. 1954, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 4th day of June, A. D. 1954, in book 605 of said County records, on page 412, conveyed to the Public Trustee in said County of Mesa, certain real estate in said Deed of Trust described in trust to secure to the order of Waller Barnes

the payment of the indebtedness mentioned therein.

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

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

All that property conveyed in trust, in and by Document No. 602764 as recorded in the office of the County Clerk and Recorder of said Mesa County, Colorado, in Book and at Page aforesaid.

670451
686-571
9:23 a.m.

144

JUN 12 1956

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 thereunto belonging forever. And further, that the said Trust Deed is, by these presents, to be considered as fully and absolutely released, cancelled and forever discharged.

WITNESS my hand and seal, this 9th day of June, A. D. 1956.

Burrell C. Reynolds (Seal)
As the Public Trustee in said County of Mesa.

STATE OF COLORADO, } ss.
County of Mesa

The foregoing instrument was acknowledged before me this 9th day of June, 1956, by Burrell C. Reynolds as the Public Trustee in said County of Mesa, Colorado.
Witness my hand and Official Seal.

My Commission expires SEP 23 1957

Lena A. Williams
Notary Public.

The Public Trustee in said County of Mesa:

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

_____
The legal holder of the indebtedness secured by said Deed of Trust.

By_____

Mesa County Planning Commission
to
The State

AMENDED SUBDIVISION REGULATIONS
Filed April 8, 1959
At 9:34 o'clock A. M.

#741347
Filed

18

"Amended Subdivision Regulations of Mesa County, Colorado, adopted 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."

143

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
19 The State

CERTIFIED COPY OF ORDER #758144
Filed December 17, 1959 Filed
At 10:15 o'clock A.M.
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 Subdivision 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:

144

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 developement.
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-offico Clerk of the Board of County Commissioners, Mesa County, Colorado. (Mesa County, Colorado Seal).

-o---OO---o-

Board of County Commissioners
20 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

40

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)

-0---00---0-

THE UTE WATER CONSERVANCY DISTRICT, MESA COUNTY, COLORADO.

21

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

#799968
Filed

146

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 Conservance 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.

-o---O---o-

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

22

147

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 4½% - - 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-

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

#850894
Filed

STATE OF COLORADO)
(ss.
23 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:

148

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 ofOctober, A. D. 1963.

(Mesa County Seal)

/s/ Annie M. Dunston, County Clerk.

-o---O---o-

UTE WATER CONSERVANCY DISTRICT
MESA COUNTY, COLORADO.

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

#877566
Filed

The Board of Directors of the Ute Water Conservancy District, in the 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.
24 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.
149
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:

R E S O L U T I O N

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, WATER-WORKS, 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.

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PROJECT I 70-1(1)24
Grand Junction-E&W

OPTION TO BUY MATERIAL

AGREEMENT, Made and entered into this 19th day of April, 1965, by and between WILLIS M. DIRKS and GERALDINE DIRKS, J.T., of Mesa County, Grand Junction, Colorado, hereinafter referred to as the Owner, and the DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, hereinafter referred to as the DEPARTMENT. (The term "DEPARTMENT" shall be construed to include Department employees, agents and contractors.)

WITNESSETH: That

WHEREAS, the Department desires to obtain construction materials of satisfactory quality and quantity for use in construction, improvement and maintenance of its highways, which material is available from land owned by the "Owner" and described as follows, to-wit:

Parts of the SW¼ and the SW¼SE¼ of Section 36, T. 1 N., R. 2 W., Ute Meridian in Mesa County, Colorado. (The exact boundaries of the "pit limits" to be as shown on the attached sketch which is a part of this agreemant.)

NOW, THEREFORE, IT IS AGREED BY THE PARTIES:

The Owner, for the consideration of One Dollar, receipt of which is hereby acknowledged, hereby grants to the Department the exclusive right and option from date of this Agreement until the 31st day of December, 1970, at 12:00 Noon, to purchase and remove from the subject premises borrow and gravel material, payment for same to be as herein provided.

Be it known that only certain areas within the "pit limits" will provide gravel of satisfactory quality for Roadway Surfacing Materials, the limits of such areas are further defined as hatched areas on the attached pit sketch. All other areas within the "pit limits" will provide material satisfactory only for roadway borrow. The Department will pay the Owner 5 (five) cents per ton for all gravel removed from the hatched areas and 2 (two) cents per cubic yard for all other materials removed from the pit area, whether such materials be gravel or overburden (soil).

If the Department exercises this Option within the time aforesaid, the Department shall then have the right to purchase and remove all material necessary for construction of Department projects in the area and for adequate maintenance stockpile. If the Department exercises this Option, the Owner shall be paid a minimum of $25.00.

Department shall have the right of ingress and egress to and from the subject premises and to erect any temporary structures, such as: - screening and crushing plants, and asphalt plants; and to employ any reasonable methods for removal of material. After the Department has completed its removal operations, it will leave the premises in a neat condition.

This Agreement is for removal of material for use on Department projects and maintenance only, and removal by any other persons including the Department's contractor or contractors for any purpose other than as herein provided shall be under a separate agreement with the Owner and only with written approval of the Department.

The Owner hereby warrants that he has good title to the above described premises; that he has the lawful right to grant this Option, and that he agrees to hold the Department harmless from any and all claims from others asserting any interest in the subject land.

For additional conditions, see attached Exhibit No. 1.

OWNERS: WILLIS M. DIRKS
GERALDINE DIRKS

By: Willis M. Dirks

By: Geraldine Dirks

DEPARTMENT OF HIGHWAYS, STATE OF COLO.,
CHAS. E. SHUMATE, CHIEF ENGR.

By: [illegible]

Title: Dist. Materials Engr.

Distribution:
Orig. Survey & Plans
1 - Owner
1 - Materials Engineer, Denver
2 - Construction Engineer
1 - Dist. Materials Engineer
1 - Federal Land Bank

PROJECT I 70-1 (1)24
Grand Junction-E&W

DIRKS OPTION AGREEMENT

No. 25, continued:

Exhibit No. 1

ADDITIONAL CONDITIONS

The Owner reserves the right to remove up to 20,000 cubic yards of gravel from the pit area for any purpose during the time this agreement is in effect.

When excavating the pit, the Department shall leave a minimum 30 ft. width of unexcavated area around the boundary of the pit and along the river bank.

The borrow removal operations and separately the gravel removal operations shall commence in the most westerly part of the respective areas and proceed towards the easterly part of pit, using all usable material and cleaning the pit up completely as the excavation progresses towards the east, except that the island in the vicinity of test hole No. 192 may be excavated at any time.

All excavation shall be to a depth of approximately three (3) feet below low-water table.

This Agreement approved by Mortgagee,
Fred DeCamp and Alice L. DeCamp

By: Fred DeCamp

By: Alice L. DeCamp

See attached rider for Federal Land Bank approval.

BOOK 884 PAGE 29

W-153
Rev. 5-64

150809-855-C
FLB Loan Number

CONSENT TO EASEMENT

No. 25. continued:

WHEREAS, Willis M. Dirks and Geraldine Dirks,

on April 19, 19 65, executed a certain easement to

Department of Highways, State of Colorado

for removal of gravel

,

which easement covered land in the County of Mesa, State of

Colorado, described as follows:

Parts of the SW¼ and the SW¼SE¼ of Section 36-1N-2W, Ute Meridian

NOW, THEREFORE, The Federal Land Bank of Wichita, a corporation, the holder and owner of a real estate mortgage recorded in Book 653, Page 263 of the mortgage records of Mesa County, State of Colorado, for a valuable consideration, the receipt of which is hereby acknowledged, hereby consents to the terms and provisions of said easement aforesaid without, however, joining in any of the warranties, guaranties, or indemnities contained therein.

THE FEDERAL LAND BANK OF WICHITA,
Wichita, Kansas, a corporation

By Harold B. Wolfe
Harold B. Wolfe, Vice President

ATTEST: W. A. Greenfield
W. A. Greenfield, Assistant Secretary

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of May, 19 65, personally appeared Harold B. Wolfe to me personally known and known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above written.

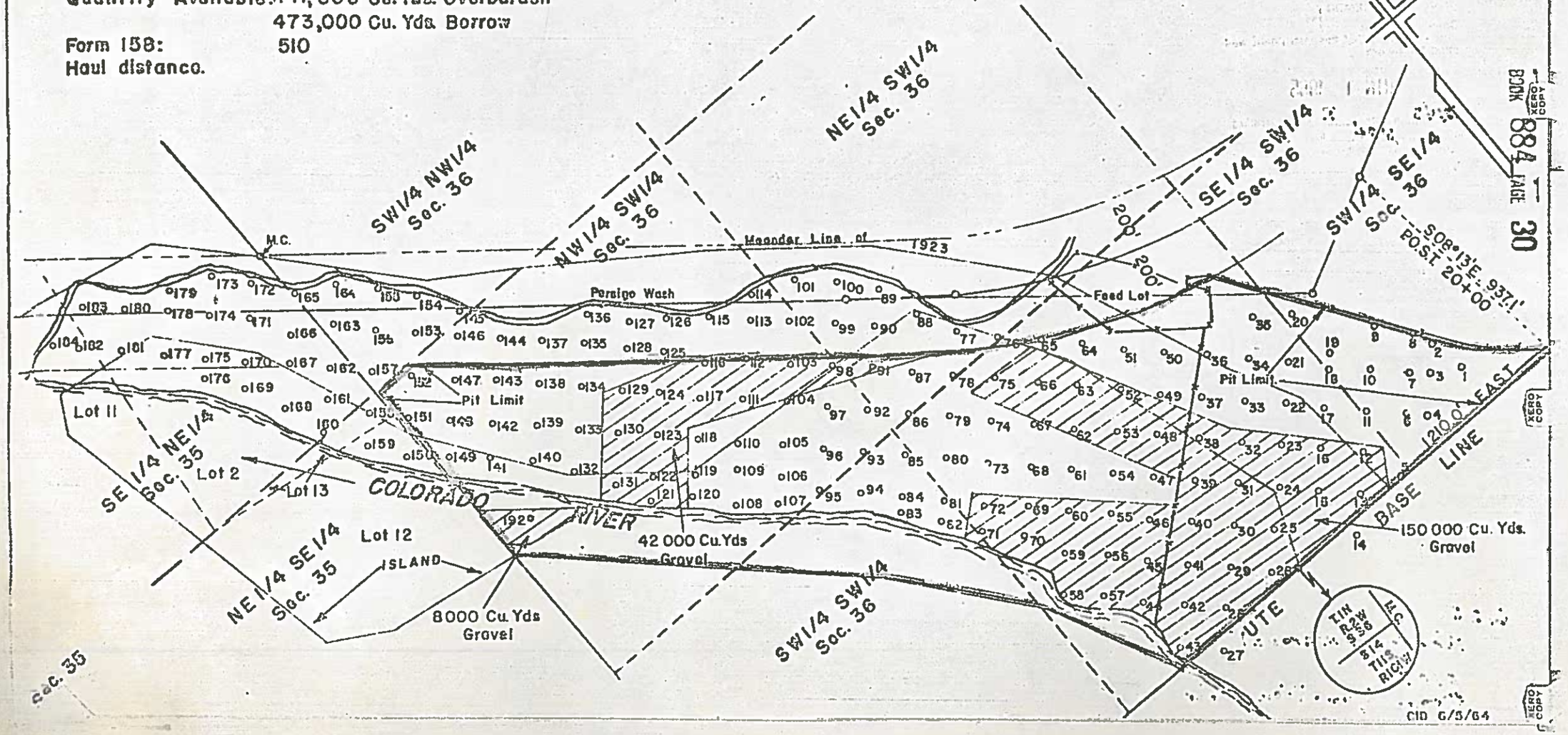
My commission expires:
December 17, 1967

Chloris Chapman
Chloris Chapman, Notary Public

No. 25. continued.

DEPARTMENT OF HIGHWAYS
STATE OF COLORADO
PROJECT I70-1(1)
T.1 N, R 2 W, Ute M.
MESA COUNTY
Scale 1" = 400'

Owner. Willis M. Dirks
200,000 Cu. Yds. Sand & Gravel
Quantity Available. 147,000 Cu. Yds. Overburden
473,000 Cu. Yds. Borrow
Form 158: 510
Haul distance.



BOOK 884 PAGE 30

State of Colorado } ss.
County of Mesa }

Recorded at 10:45 o'clock A. M. JUL 20 1965 Book 885 Page 788
Reception No. 897216 Lorie M. Lunsford Recorder.

THIS DEED, Made this 16th day of July in the year of our Lord one thousand nine hundred and sixty-five between

WAYNE R. CRUSE and GOLDIE L. CRUSE

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

S. L. BEAVER and HATTIE MAE BEAVER

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

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ($10.00) Ten and 00/100 DOLLARS, and other good and valuable considerations to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the County of Mesa and State of Colorado, to-wit:

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (now the Denver and Rio Grande Western Railroad), EXCEPT the West 16 feet thereof; all in Section 36, Twp 1 N, R 2 W, Ute Meridian.

The West Half of the Northeast Quarter of the Southwest Quarter, EXCEPT the West 16 feet thereof; the Northeast Quarter of the Northeast Quarter of the Southwest Quarter; and all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch; all in Section 36, Twp 1 N, R 2 W, Ute Meridian.

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section Thirty-six (36) bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less, to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section Thirty-six (36), thence West, along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter, 42 feet, more or less, to the Southwest corner thereof, thence North, along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter, and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section Thirty-six (36) 1080 feet, more or less, to the South line of the County Road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less, to the point of beginning: ALL in Section Thirty-six (36), Township One (1) North, Range Two (2) West, of the Ute Meridian, in Mesa County, Colorado

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 parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

26 130265 897216 788 885 10:45 JUL 20 1965 REV 14.85

No. 26. continued:

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said parties of the first part, for themselves and their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have 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,

except general taxes and assessments for the year 1964 and all subsequent taxes and assessments;

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 parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

.....

.....

Wayne R. Cruse [SEAL]

Goldie L. Cruse [SEAL]

..... [SEAL]

STATE OF COLORADO,
County of MESA } ss.

The foregoing instrument was acknowledged before me this 16th day of July 19 65, by* Wayne R. Cruse and Goldie L. Cruse

My commission expires aug 8-1966, 19 . Witness my hand and official seal.

Lud

Notary Public.

*If by natural person or persons here insert name or names; if by persons 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.

No. .....

WARRANTY DEED
JOINT TENANTS

TO

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

I hereby certify that this instrument was filed for record in my office this JUL 20 1965 A. D. 19..., at 11:45 o'clock A. M., and duly recorded in Book 883 Page 104 Reception No. 874258

Recorder.

By ..... Deputy.

Fees, $3.50

Mail to:
(or return to)

Send future tax statements to:

874258

State of Colorado) Recorded at 8:57 o'clock A M Aug 9, 1965 E145573
County of Mesa) ss. Reception No. 898612 Bernice M Dinsmore Recorder

COLORADO--SHORT FORM
FLB NO. 2-882 REV. 1-61

BOOK 886 PAGE 663

RELEASE OF REAL ESTATE MORTGAGE

For valuable consideration, the undersigned hereby releases that certain real estate mortgage executed by Wayne R. Cruse and Goldie L. Cruse, his wife

dated the 12th day of May, 1954, and recorded on the 17th day of May, 1954, in Book 604-A, Page 175-176 Reception No. 601448

of the mortgage records of Mesa County, State of Colorado;

Executed this 28th day of July, 1965.

THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation,

By G. A. Wiles Vice President

ATTEST: Byron T. Rowell

Byron T. Rowell, Assistant Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledge before me this 28th day of July, 1965, by G. A. Wiles as Vice President of The Federal Land Bank of Wichita, a corporation.

Witness my hand and official seal.

Zelma Sullivan, Notary Public

My commission expires: December 23, 1966

27

Filed 8:57 Book 886 Page 663 # 898612 130762

AUG 6 1965

SS: No. SC 1

STATE OF COLORADO

DEPARTMENT OF STATE

28

UNITED STATES OF AMERICA, STATE OF COLORADO. } ss. CERTIFICATE.

I, Byron A. Anderson, Secretary of State of the State of Colorado, do hereby certify that according to the records of this office, Glade Park Soil Conservation District, which was declared a lawful soil conservation district on November 6, 1957; Upper Grand Valley Soil Conservation District, which was declared a lawful soil conservation district on December 15, 1958, and Lower Grand Valley Soil Conservation District, which was declared a lawful soil conservation district on May 8, 1945, were consolidated under the provisions of 128-1-19, CRS 1963 amended by Senate Bill No. 394, 1971, under the name of MESA SOIL CONSERVATION DISTRICT.

IN TESTIMONY WHEREOF I have hereunto set my hand, and affixed the Great Seal of the State of Colorado, at the City of Denver, this ----Sixth---- day of ----October---- A. D. 1971

Byron A. Anderson
SECRETARY OF STATE.

BY Jeremiah J. Cosgriffe
DEPUTY.

Time 3:06 Book --- Page --- #015051

No. 28 continued

LEGAL DESCRIPTION OF THE MESA SOIL CONSERVATION DISTRICT
(A Consolidation of the Glade Park, Lower Grand Valley, and Upper Grand Valley Soil Conservation Districts)

Beginning at a point which is the SE Cor of Sec 36, T5S, R101W 6th P.M. thence S to the SW Cor of Sec 31, T5S, R100W 6th P.M. thence E to the NE Cor of Sec 1, T6S, R101W 6th P.M. thence S to the Mesa-Garfiel County Line; thence E on said line to the Divide common to Little Salt Wash on one side and with Corcoran Wash and McKay Fork on the other; thence SE along said divide to the NE Cor of Sec 1, T9S, R100W 6th P.M., thence W to the NW Cor of Sec 3, T9S, R100W 6th P.M. thence S to the SW Cor of Sec 15, T10S, R100W 6th P.M., thence W to the NE Cor of Sec 2, T1N, R1W Ute P.M.; thence S to the SW Cor Sec 13, T1N, R1W UteP.M., thence E 2 miles to the SE Cor Sec 18, T1N, R1E thence N 2 miles to the NW Cor of Sec 8, T1N, R1E Ute P.M., thence E approx 2 miles to the rim of the "Little Book Cliff" Mesa thence S & E along the rim of the Little Book Cliff Mesa to the S ¼ Cor of Sec 33, T10S, R98W, thence E 1½ miles to the NE Cor of Sec 2, T11S, R98W, thence S to the SE Cor of said Sec 2, thence W to the Drainage Divide at a point approx at the N ½ Cor of Sec 11, T11S, R98W, thence S & E along the Drainage Divide to the center of Sec 34, T11S, R95W, thence S.E. to the SW Cor of said Sec 34 which is the intersection of the Drainage Divide with the Delta County line, thence following the county line in a Southwesterly course to a point where the county line intersects with the Gunnison River and Mesa County; thence S along the said county line to the SE Cor Sec 25, T51N, R14W, New Mexico P.M., thence W to the SW Cor Sec 30, T51N, R14W of the New Mexico P.M., thence S along said line to the SW Cor Sec 6, T50W, R14W, thence E to the SE Cor said Sec 6, thence ½ miles S to the W ¼ Cor Sec 8, T50N, R14W, thence E to the Mesa-Montrose County Line; thence S 8 miles and West approx 37 miles along said county line to the intersection with the Utah-Colorado State Line, thence N along the Utah-Colorado State Line to the NW Cor of Sec 1, T6S, R105W, 6th P.M., thence E on the First Correction Line to the point of beginning, all in Mesa & Garfield Counties, Colorado, and excluding all incorporated municipalities and areas devoted exclusivel to commercial and/or industrial uses.

Also exclude the following:

NE¼NE¼ Sec 27 East of the D & RGW RR; NW¼NW¼ East of the Gunnison River; SW¼NW¼ East and South of the I.O.O.F. and A.F. & A.M. cemetery plots; NW¼SW¼ East of the Gunnison River; S½SW¼NE¼SW¼, W½SE¼SW¼ East of the Gunnison River in Sec 26, T1S, R1W of the Ute Principal Meridian.

Total area of the combined districts is 1,662,925 acres, more or less.

29 For the Plat of The Mesa Soil Conservation District see entry # 29 in the yellow sheet attached to the cover sheet.

154

4—1023
(Sept. 1964)

Denver 056836

69803

The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Denver, Colorado,

is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimants, Fred DeCamp and Alice DeCamp,

according to the provisions of Chapter 7, Title 32 of the Revised Statutes of the United States and legislation supplemental thereto, for the following described land:

Ute Meridian, Colorado.

T. 1 N., R. 2 W.,

Sec. 35, Lots 11, 12, and 13;
Sec. 36, Lots 3, 4, 5, 6, and 7.

The area described contains 63.24 acres,
according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimants and to the heirs of the said claimants the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimants and to the heirs and assigns of the said claimants forever; 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 there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.

Excepting and reserving, also, to the United States all the oil and gas in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509).

DEC 11 1959

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the TWENTY-EIGHTH day of NOVEMBER in the year of our Lord one thousand nine hundred and FIFTY-EIGHT and of the Independence of the United States the one hundred and EIGHTY-THIRD.

(SEAL)

For the Director, Bureau of Land Management.

By Rose M. Beall
Chief, Patents Section.

Patent Number 1188436

16—78868-1 U. S. GOVERNMENT PRINTING OFFICE

Reception No. ..... Recorder. 76514

69804

RECORDER'S STAMP

THIS DEED, Made this **2nd** day of **December** in the year of our Lord one thousand nine hundred and **Fifty-Eight** between

FRED DeCAMP and ALICE L. DeCAMP

of the County of **Mesa** and State of Colorado, of the first part, and

WILLIS M. BIRKS and GERALDINE BIRKS

of the County of **Mesa** and State of Colorado, of the second part:

WITNESSETH, that the said part **ies** of the first part, for and in consideration of the sum of

Ten Dollars and other valuable consideration - - - - - - - - - - - - ~~Dollars~~,

to the said part **ies** of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, ha **ve** granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the County of **Mesa** and State of Colorado, to-wit:

Lots Three (3), Four (4), Five (5), Six (6) and Seven (7) in Section 36; Lots Eleven (11), Twelve (12) and Thirteen (13) in Section 35, all in Township 1 North, Range 2 West of the Ute Meridian;

733015
7-16-2:8
2:15 PM

31

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 **ies** 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 the said parties of the second part, their heirs and assigns forever. And the said part **ies** of the first part, for **themselves**, **their** heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents **they are** 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 **ve** 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, Except those reservations contained in the patent from the United States of America

DEC 11 1958

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 part **ies** of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF the said part **ies** of the first part ha **ve** hereunto set **their** hand **s** and seal **s** the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Fred DeCamp [SEAL]

Alice L. DeCamp [SEAL]

[SEAL]

STATE OF COLORADO,
County **of M E S A** } ss.

The foregoing instrument was acknowledged before me this 3rd day of **December** 19 **58** by **Fred DeCamp and Alice L. DeCamp.**

My commission expires **September 9** 19 **62**. Witness my hand and official seal.

Norman B. Holbrook
Notary Public.

Recorded at 3:20 o'clock P. M., OCT 19 1967 Book 915 PAGE 457
Reception No. 943927 Annie M. Dunlap Recorder.

State of Colorado
County of Mesa } ss.

RECORDER'S STAMP

1017105 1017111

THIS DEED, Made this 19th day of October, 1967, between WILLIS M. DIRKS and GERALDINE DIRKS, of the County of El Paso and State of Colorado, of the first part, and COLORADO KENDAL RANCH CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION DOLLARS to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described lots or parcels of land, situate, lying and being in the County of Mesa and State of Colorado, to wit: TRACT A. Lots 11, 12 and 13 in Section 35, Township 1 North, Range 2 West of the Ute Meridian; AND Lots 3, 4, 5, 6 and 7 in Section 36, Township 1 North, Range 2 West of the Ute Meridian; TRACT B. The SW¼ SE¼, and all that part of the NW¼ SE¼ and of the SE¼ NE¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian, lying South and East of the Drainage Ditch as now constructed, and lying South and West of the Denver and Rio Grande Western Railway right of way; TRACT C. That part of the SE¼ of the SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian lying East of Lot 7 of said Section 36; together with all water, ditch and lateral rights appurtenant thereto and used in connection therewith, and particularly, but not by way of limitation, 96 shares of the capital stock of the Grand Valley Water Company;

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 parties 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 the said party of the second part, its successors and assigns forever. And the said parties of the first part, for themselves heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, 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, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, subject to taxes for the year 1967 due and payable in 1968, and subsequent taxes;

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all 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.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Willis M. Dirks [SEAL]
Geraldine Dirks [SEAL]
[SEAL]

STATE OF COLORADO,
County of MESA } ss.

The foregoing instrument was acknowledged before me this 19th day of October 1967 by Willis M. Dirks and Geraldine Dirks.

My commission expires Aug. 8, 1971

WITNESS my hand and official seal.

George S. Grabo
Notary Public.

GEORGE S. GRABO NOTARY PUBLIC STATE OF COLORADO

State Documentary Fee Date OCT 19 1967 $ 66.66

DOCUMENTARY 10 DOLLARS

Time 3:20 Book 915 Page 457 # 943927 St $6.66 Rev. $73.70 32 157 OCT 19 1967 15-11-58

Cons 66,600.00 Sel

No. 952. WARRANTY DEED TO CORPORATION—For Photographic Record.
—Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado

State of Colorado
County of Mesa) ss.
Recorded at 3:20 o'clock P. M. OCT 19 1967 Book BOOK 915 PAGE 458 Page
Reception No. 943928 Annie M. Dunston Recorder

DEED OF TRUST

THIS INDENTURE, Made this 19th day of October, 19 67, between COLORADO KENDAL RANCH CORPORATION, a Nevada corporation

Whose address is 521 Rood Avenue, Grand Junction, Colorado hereinafter referred to collectively as "First Party," and the Public Trustee of MESA County, State of Colorado, party of the second part, WITNESSETH:

THAT WHEREAS The said First Party has executed its promissory note (hereinafter designated "note") bearing even date herewith for the total principal sum of FORTY-SEVEN THOUSAND SIX HUNDRED and no/100---------- Dollars, payable to the order of WILLIS M. DIRKS AND GERALDINE DIRKS

whose address is 6951 E. Highway 24, Colorado Springs, Colorado

after date thereof, with interest thereon from the date thereof at the rate of six per cent per annum payable as follows:

The sum of $19,000.00 shall be paid on or before January 31,1968;

The sum of $6,000.00 per year shall be paid on or before January 31, 1969, and on or before January 31 of each year thereafter; EXCEPT that the final payment shall be $4,600.00 and shall be paid on or before January 31, 1973. Interest at the rate of six per cent per annum on the deferred balance of principal shall be paid on principal payment dates in addition to said principal payment. Additional payments may be made at any time after the payment due January 31, 1969 has been paid.

(The Legal Holder of note being hereinafter referred to as "Beneficiary"),

AND WHEREAS, The said party of the first part is desirous of securing the payment of the principal and interest of said promissory note.

NOW, THEREFORE, The said party of the first part, in consideration of the premises, and for the purpose aforesaid, does 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:

TRACT A. Lots 11, 12 and 13 in Section 35, Township 1 North, Range 2 West of the Ute Meridian; AND Lots 3, 4, 5, 6 and 7 in Section 36, Township 1 North, Range 2 West of the Ute Meridian;

TRACT B: The SW¼ SE¼, and all that part of the NW¼ SE¼ and of the SE¼ NE¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian, lying South and East of the Drainage Ditch as now constructed, and lying South and West of the Denver and Rio Grande Western Railway right of way;

TRACT C: That part of the SE¼ of the SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian lying East of Lot 7 of said Section 36;

together with all water, ditch and lateral rights appurtenant thereto and used in connection therewith, and particularly, but not by way of limitation, 96 shares of the capital stock of the Grand Valley Water Company.

154159 Time 3:20 Book 915 Page 458 # 943928 OCT 19 1967

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances, thereunto belonging; also the rents, issues and profits derived or to be derived out of said premises; (Beneficiary agrees that under the foregoing assignment of the rents, issues and profits, collection thereof will be enforced only upon the delinquency of first party in complying with the provisions of this Trust Deed; and, in any default thereof, the Beneficiary is authorized to assume the management and control of and to collect the rents from said property without an Order of Court).

IN TRUST NEVERTHELESS, That, in case of any default hereunder by first party or his successors in interest, the Beneficiary may file notice with party of the second part declaring such default and an election and demand that said property be advertised for sale and sold, in accordance with the Colorado Statutes in such case made and provided; and thereupon said party of the second part shall sell and dispose of said premises and all of the right, title and interest of the said party of the first part at public auction at the front door of the County Court House in the County of MESA, State of Colorado, or on said premises, 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. It is specifically agreed that time is of the essence of this contract and if each and every stipulation, agreement, condition and covenant of said Note or of this Deed of Trust is not duly performed, complied with and abided by, then the balance of said note shall become due and payable forthwith, or at any time thereafter at the option of Beneficiary, and said property may be sold in the manner and with the same effect as if said indebtedness had matured.

THE SAID PARTY OF THE FIRST PART EXPRESSLY COVENANTS AND AGREES:

To promptly pay the principal and interest and other sums of money payable by virtrue of said note and this deed of trust, on the days respectively that the same severally become due, and to promptly perform each and every stipulation, agreement and condition therein contained.

To keep the buildings on the premises insured against loss by fire and other hazards as required by the Beneficiary and for its benefit and to pay promptly all taxes, assessments, levies, water rents, and insurance premiums and all other liabilities, obligations and encumbrances as they become due.

To and hereby does warrant title to and possession of the encumbered premises; waives Homestead and other Exemptions; and further warrants that said premises are free and clear of all liens and encumbrances (except as herein specified):

159

33

That in the event of the failure of first party to keep said property, and the improvements thereon at all times in good repair, to pay promptly all taxes, insurance premiums, water rent, assessments, levies, liabilities, obligations, principal or interest on this or any other encumbrance on said real property, or to perform any other agreement, condition, stipulation or covenant, as herein provided, the Beneficiary may procure such things to be done at first party's cost and may make any reasonable expenditure or outlay incidental thereto, and any expenditures so made shall become an additionual indebtedness hereto and be secured hereby.

That in case of default in the payment of the indebtedness hereby secured or in the performance of any obligation herein contained, the Beneficiary or the holder of a Certificate of Purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid and to the appointment of a Receiver for said property and of the rents, issues and profits thereof and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the party of the first part or the then owner of said property and without regard to the value thereof or the adequacy of any security for the debt; and such Receiver may be appointed by any Court of competent jurisdiction upon ex parte application, and without notice—notice being expressly wavied—and all rents, issues and profits therefrom shall be applied by such Receiver subject to the orders of the Court, to the payment of the indebtedness hereby secured.

That, in the event of foreclosure and sale hereunder, attorney's fees in the sum of five per cent if made through the Public Trustee and a reasonable sum if made through the Courts, for legal services rendered in such proceeding or suit, shall be allowed by the Public Trustee or taxed by the court as part of the costs of foreclosure.

That in the event the ownership of the encumbered property or any part hereof, becomes vested in a person other than the first party, the Beneficiary may, without notice to the first party, deal with such new owner or owners with reference to this Deed of Trust, and the debt hereby secured in the same manner as with the first party without in any way vitiating or discharging the first party's liability hereunder, or the indebtedness hereby secured.

That all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The said party of the first part has hereunto executed this Trust Deed the day and year first above written.

COLORADO KENDAL RANCH CORPORATION
A Nevada Corporation
By John A. Cussen (Seal)
President (Seal)
(Seal)

ATTEST:
George S. Graham
Asst. Sec.

STATE OF COLORADO } ss.
County of Mesa,

The foregoing instrument was acknowledged before me this 19th day of October 19 67

By John A. Cussen, Jr. as President, and George S. Graham, Assistant Secretary of Colorado Kendal Ranch Corporation, a Nevada corporation

Witness my hand and official seal.
My notarial commission expires May 1, 1968.

Bernetta M. Krogh
Notary Public.

State of Colorado)
County of Mesa) ss. Recorded at 8:15 o'clock A M. FEB 19 1968 BOOK 919 PAGE 585

R.O.W. FORM 33
12-14-61

Reception No. 949619 Annie M. Thomson Recorder.

RECORDER'S STAMP

KNOW ALL MEN BY THESE PRESENTS, That, Whereas,
COLORADO KENDAL RANCH CORPORATION, A Nevada Corporation,
~~of~~ by its Deed of Trust
dated the 19th day of October, 1967,
and duly recorded in the office of the County Clerk and Recorder
of the County of Mesa, in the
State of Colorado, on the 19th day of October, 1967,
in Book 915 at page 458 conveyed to the Public Trustee
in said County, certain property in said
Deed of Trust described in trust to secure to the order of
[illegible]-LIS M. DIRKS and GERALDINE DIRKS
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.

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 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:

A tract or parcel of land No. 251 Rev. of the Department of Highways, State of Colorado, Project No. I 70-1(15) Sec. 2 containing 18.689 acres, more or less, in the NE¼ of the SE¼ of Section 35 and Lots 5, 6, and 7, E½ of the SW¼ and the W½ of the SE¼ of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, in Mesa County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at the E¼ corner of Section 35, T. 1 N., R. 2 W., Ute Meridian;

1. Thence S. 0° 19' 30" E., along the east line of Section 35, a distance of 68.1 feet;
2. Thence N. 39° 29' W., a distance of 87.8 feet to the north line of the SE¼ of Section 35;
3. Thence N. 89° 36' 30" E., along the north line of the SE¼ of Section 35 a distance of 55.4 feet, more or less, to the point of beginning.

The above described portion of Parcel No. 251 Rev. contains 0.043 acres, more or less.

ALSO

Beginning at a point from which the W¼ corner of Section 36, T. 1 N., R. 2 W., Ute Meridian, bears N. 58° 28' W., a distance of 2,517.0 feet;

1. Thence N. 89° 43' W. along the south line of Lot 1, Section 36, a distance of 808.5 feet;
2. Thence N. 0° 25' 30" W., along the east line of Lot 5, Section 36, a distance of 357.9 feet;
3. Thence N. 85° 14' 30" W., a distance of 618.0 feet;
4. Thence along the arc of a curve to the left having a radius of 3,014.8 feet a distance of 1,649.5 feet (the chord of this arc bears S. 62° 01' E. a distance of 1,629.0 feet);
5. Thence N. 75° 43' E. a distance of 115.7 feet;
6. Thence along the arc of a curve to the left having a radius of 2,964.8 feet, a distance of 1,718.6 feet (the chord of this arc bears N. 83° 42' 30" E., a distance of 1,694.6 feet), to the east line of the W½ of the SE¼ of Section 36;
7. Thence N. 0° 07' W., along the east line of the W½ of the SE¼ of Section 36, a distance of 262.8 feet;
8. Thence along the arc of a curve to the right having a radius of 2,764.8 feet, a distance of 1,845.9 feet (the chord of this arc bears S. 86° 01' W., a distance of 1,811.9 feet), more or less, to the point of beginning.

The above described portion of Parcel No. 251 Rev. contains 18.646 acres, more or less.

The above described Parcel contains a total of 18.689 acres, more or less.

157755 # 949619 Page 585 Book 919 Time 8:15 34 FEB 19 1968

ALSO

A tract or parcel of land No. 251-A of the Department of Highways, State of Colorado, Project No. I 70-1(15) Sec. 2 containing 0.460 acres, more or less, in the W½ of the SE¼ of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, in Mesa County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the south right of way line of the Interstate 70 (October 1967) from which point the W¼ corner of Section 36, T. 1 N., R. 2 W., bears N. 67° 19' W. a distance of 4,010.8 feet;

1. Thence S. 80° 49' E. a distance of 256.5 feet, to a point on the east line of the SW¼ of the SE¼ of Section 36;
2. Thence N. 0° 07' W. along the east line of the SW¼ of the SE¼ of Section 36, a distance of 134.5 feet, to the south right of way line of Interstate 70 (October 1967);
3. Thence along the south right of way line of Interstate 70 (October 1967), along the arc of a curve to the right having a radius of 2,964.8 feet a distance of 269.8 feet (the chord of this arc bears S. 69° 42' 30" W. a distance of 269.7 feet), more or less, to the point of beginning.

34 cont'd

The above described portion of Parcel 251-A contains 0.377 acres, more or less.

ALSO

Beginning at a point on the north right of way line of Interstate 70 (October 1967) from which point the W¼ corner of Section 36, T. 1 N., R. 2 W., bears N. 71° 54' W. a distance of 4,010.7 feet;

1. Thence along the north right of way line of Interstate 70 (October 1967) along the arc of a curve to the left having a radius of 2,764.8 feet a distance of 151.2 feet (the chord of this arc bears N. 68° 27' 30" a distance of 151.2 feet), to a point on the east line of the NW¼ of the SE¼ of Section 36;
2. Thence N. 0° 07' W. along the east line of the NW¼ of the SE¼ of Section 36, a distance of 50.3 feet;
3. Thence S. 53° 01' 30" W. a distance of 175.9 feet, more or less, to the point of beginning.

The above described portion of Parcel 251-A contains 0.083 acres, more or less.

The above described parcel contains a total of 0.460 acres, more or less.

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 15th day of December, A. D. 19 67.

34 cont'd

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

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 15th day of December, 1967, by Donald W. Kanaly as the Public Trustee in said County of Mesa, Colorado.

Witness my hand and Official seal.

My commission expires September 29, 1968.

Lucille Strnad
Notary Public.

To the Public Trustee in said County of Mesa:

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

X [illegible]
The legal holder of the indebtedness secured by said Deed of Trust.

D.O.H. 225 - Rev. 5/1969
(Formerly R.O.W. 67)

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT 2:25 O'CLOCK P. M. OCT 14 1970
RECEPTION NO. 995052 ANNIE M. DUNSTON, RECORDER

BOOK 951 PAGE 338

182128

THE STATE DEPARTMENT OF HIGHWAYS
DIVISION OF HIGHWAYS - STATE OF COLORADO

PROJECT NO. I 70-1(1)24

LOCATION: Grand Junction - E&W

RELEASE OF OPTION

In consideration of the payment of ONE DOLLAR ($1.00), the undersigned has released and relinquished, and by these presents does hereby RELEASE AND RELINQUISH all rights and interests it has or may have had in the real property of Willis M. Dirks and Geraldine Dirks, J. T.

35

161

said rights, interests and property being those more particularly described in that certain OPTION TO BUY MATERIAL, dated the 19th day of April, 1965, which was thereafter recorded in Book 884, Pages 27, 28, & 29, at the records of MESA County.

DIVISION OF HIGHWAYS
STATE OF COLORADO

By R. P. Moston

District Materials Engineer
Title

STATE OF COLORADO)
) ss
COUNTY OF MESA)

The above instrument was acknowledged before me by R P Moston

WITNESS my hand and Official Seal this 13th day of October, A.D., 1970.

My commission expires My Commission Expires Aug. 6, 1972

Notary Public

Time 2:25 Book 951 Page 338 #995052

OCT 14 1970

ELMORE P. MACARAY NOTARY PUBLIC STATE OF COLORADO

State of Colorado)
County of Mesa) ss. Reception No. 944634 Annie M. Thomas Recorder. NOV 6 1967

BOOK 916 PAGE 20

THIS DEED, Made this 13th day of September in the year of our Lord one thousand nine hundred and sixty-seven between Willis M. Dirks, Geraldine Dirks and Colorado Kendal Ranch Corporation, a Nevada Corporation,

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

DEPARTMENT OF HIGHWAYS, STATE OF COLORADO

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

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION /Dollars/ to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and *Quit-Claimed*, and by these presents do remise, release, sell, convey and *Quit-Claim* unto the said party of the second parties heirs and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described real property situate, lying and being in the County of Mesa and State of Colorado, to-wit:

A tract or parcel of land No. 250A of the Department of Highways, State of Colorado, Project No. I 70-1(15) Sec. 2 containing 23.956 acres, more or less, in the NE¼ of Section 35 and the NW¼ and the SW¼ of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, in Mesa County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at the E¼ corner of Section 35, T. 1 N., R. 2 W., of the Ute Meridian;

1. Thence S. 89° 36' 30" W., along the south line of the NE¼ of Section 35 a distance of 55.4 feet;
2. Thence N. 39° 29' W., a distance of 200.6 feet;
3. Thence N. 40° 14' W., a distance of 294.1 feet;
4. Thence along the arc of a curve to the left having a radius of 3,669.7 feet a distance of 673.9 feet (the chord of this arc bears N. 47° 00' W., a distance of 673.0 feet);
5. Thence N. 8° 00' 30" E., a distance of 240.4 feet;
6. Thence S. 79° 03' 30" E., a distance of 310.4 feet;
7. Thence along the arc of a curve to the right having a radius of 3,919.7 feet a distance of 176.2 feet (the chord of this arc bears S. 48° 43' E., a distance of 176.2 feet);
8. Thence S. 59° 32' E., a distance of 212.5 feet;
9. Thence along the arc of a curve to the right having a radius of 3,969.7 feet a distance of 186.2 feet (the chord of this arc bears S. 43° 05' E., a distance of 186.2 feet);
10. Thence S. 40° 14' 30" E., a distance of 125.3 feet to the east line of Section 35;
11. Thence S. 0° 19' 30" E., along the east line of Section 35 a distance of 561.5 feet, more or less, to the point of beginning.

The above described portion of Parcel No. 250A contains 9.387 acres, more or less.

(continued)

ALSO

Beginning at a point on the west line of Section 36, T. 1 N., R. 2 W., of the Ute Meridian, from which point the W¼ corner of Section 36 bears N. 0° 19' 30" W., a distance of 68.1 feet;

1. Thence N. 0° 19' 30" W., along the west line of Section 36 a distance of 629.6 feet;
2. Thence S. 40° 14' 30" E., a distance of 180.6 feet;
3. Thence S. 39° 29' E., a distance of 884.8 feet;
4. Thence S. 40° 28' 30" E., a distance of 292.1 feet;
5. Thence along the arc of a curve to the left having a radius of 2,714.8 feet a distance of 620.9 feet (the chord of this arc bears S. 49° 02' 30" E., a distance of 619.6 feet), to the east line of the NW¼ of the SW¼ of Section 36;
6. Thence S. 0° 25' 30" E., along the east line of the NW¼ of the SW¼ of Section 36 a distance of 67.1 feet;
7. Thence N. 85° 14' 30" W., a distance of 618.0 feet;
8. Thence along the arc of a curve to the right having a radius of 3,014.8 feet a distance of 202.6 feet (the chord of this arc bears N. 44° 25' W., a distance of 202.6 feet);
9. Thence N. 40° 30' W., a distance of 307.8 feet;
10. Thence N. 39° 29' W., a distance of 591.6 feet, more or less, to the point of beginning.

The above described portion of Parcel No. 250A contains 14.569 acres, more or less.

36 cont'd

The above described parcel contains 23.956 acres, more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part ies of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part y of the second part, its heirs and assigns, forever.

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

Signed, Sealed and Delivered in Presence of

x Willis M. Dirks (SEAL)

x Dorothy Dirks (SEAL)

COLORADO KENDAL RANCH CORPORATION
a Nevada Corporation (SEAL)

By (SEAL)
Vice-President

ATTEST:

Assistant Secretary

COLORADO KENDAL RANCH CORPORATION

STATE OF COLORADO,
County of El Paso } ss.

I, James H. Kelly, a Notary Public in and for said County in the State aforesaid, do hereby certify that Willis M. Dirks and Geraldine Dirks

personally known to me to be the persons whose names subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notary seal, this 13th day of September A. D. 1967

My Commission expires July 9 19 68

James H. Kelly

36 cont'd

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

I, Bernice W. Meyer, a notary public in and for said County in the State aforesaid, do hereby certify that Louis E. Bolis, personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as Vice-President of Colorado Kendal Ranch Corporation, a Nevada corporation, as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notary aeal this 20th day of September, A.D. 1967.

My commission expires: January 14, 1969

Bernice W. Meyer
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

I, Vernetta M. Kriegh, Notary Public in and forsaid County in the State aforesaid, do hereby certify that George S. Graham, personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as Assistant Secretary of Colorado Kendal Ranch Corporation, a Nevada corporation, as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notary seal this 21st day of September, A.D. 1967.

My commission expires May 1, 1968.

Vernetta M. Kriegh
Notary Public

State of Colorado)
County of Mesa) ss.

Recorded at 8:20 o'clock a M., NOV 6 1967 BOOK 916 PAGE 23
Reception No. 944635 Annie M. Dunston Recorder.

WILLIS M. DIRKS, GERALDINE DIRKS and COLORADO KENDAL RANCH CORPORATION, a Nevada corporation,

whose address is

County of Mesa , and State of

, for the consideration of ONE DOLLAR AND

OTHER VALUABLE CONSIDERATION, Dollars in hand paid,

hereby sell(s) and quit claim(s) to
DEPARTMENT OF HIGHWAYS, STATE OF COLORADO,
whose address is

County of , and State of Colorado , the following real

property, in the County of Mesa , and State of Colorado, to-wit:

A tract or parcel of land No. 256 of the Department of Highways', State of Colorado, Project No. I 70-1(15) Sec. 2 containing 3.284 acres, more or less, in the E½ of the SW¼ (also Lot 4) of Section 36, Township 1 North, Range 2 West, of the Ute Principal Meridian, in Mesa County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the north line of Lot 4 from which the W¼ corner of Section 36 bears N. 58° 28' W. a distance of 2,517.0 feet;

1. Thence on the arc of a curve to the right having a radius of 2,764.8 feet, a distance of 138.9 feet (the chord of this arc bears N. 73° 25' W. a distance of 138.9 feet), to the center of Persigo Wash;
2. Thence S. 76° 16' 30" W. along the center of Persigo Wash a distance of 123.1 feet;
3. Thence N. 33° 14' 30" W. continuing along the center of Persigo Wash a distance of 204.0 feet;
4. Thence along the arc of a curve to the right having a radius of 2,714.8 feet a distance of 370.3 feet (the chord of this arc bears N. 62° 29' 30" W. a distance of 370.0 feet) to the north line of Lot 4;
5. Thence N. 85° 14' 30" W. along the north line of Lot 4 a distance of 118.9 feet to the northwest corner of Lot 4;
6. Thence S. 0° 25' 30" E. along the west line of Lot 4 a distance of 357.9 feet to the southwest corner of Lot 4;
7. Thence S. 89° 43' E. along the south line of Lot 4 a distance of 808.5 feet, more or less, to the point of beginning.

The above described parcel contains 3.284 acres, more or less.

with all its appurtenances

Signed this 13th day of September ,1967

x Willis M. Dirks

x Geraldine Dirks

COLORADO KENDAL RANCH CORPORATION, a Nevada corporation,

By Louis E. Bolin
Vice-President

ATTEST:
Assistant Secretary

STATE OF COLORADO }
County of El Paso } ss.

The foregoing instrument was acknowledged before me this 13th day of September ,1967 , by Willis M. Dirks and Geraldine Dirks

My commission expires July 9, 1968
Witness my hand and official seal

James H. Kelly
Notary Public.

Statutory Acknowledgment.—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.

154627 # 944635 Page 23 Book 916 Time 8:20 NOV 6 1967

37

No. 898. QUIT CLAIM DEED—Short form—Sec. 118-1-12 as amended 1961.
—Bradford-Robinson Printing Company, 1824-46 Stout Street, Denver, Colorado

944635

No. 7

INDEXED

QUIT CLAIM DEED

TO

STATE OF COLORADO } ss.
County of MESA

I hereby certify that this instrument was filed for record in my office, at 8:20 o'clock A. M., NOV 6 1967, 19__ and is duly recorded in book 916 page 33

Bonnie M. Dunaway
Recorder.

By _____ Deputy.

Fees, $ 3.50

AFTER RECORDING PLEASE MAIL TO:
The Department of Highways of the State of Colorado
Highway Office Building
4201 East Arkansas Avenue
Denver, Colorado 80222

3-66 ATTENTION: Right of Way Section

BOOK 916 PAGE 24

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 20th day of September, 1967 by Louis E. Bolis, as Vice-President of Colorado Kendal Ranch Corporation, a Nevada corporation.

My commission expires: January 14, 1969
Witness my hand and official seal,

37
cont'd

Bernice M. Kilgore
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 21st day of September, 1967, by George S. Graham, as Assistant Secretary of Colorado Kendal Ranch Corporation, a Nevada corporation.

My commission expires May 1, 1968.
Witness my hand and official seal.

Vernetta M. Krugh
Notary Public

State of Colorado } ss. Recorded at 11:20 o'clock A M., DEC 29 1967 BOOK 918 160
County of Mesa } Reception 947411 Annie M. Dickerson Recorder.

3

THIS DEED, Made this 14th day of November in the year of our Lord one thousand nine hundred and sixty-seven between

S. L. BEAVER and HATTIE MAE BEAVER

State Documentary Fee
Date DEC 29 1967
$ Exempt

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

DEPARTMENT OF HIGHWAYS, STATE OF COLORADO

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

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR ($1.00) and other valuable consideration, ~~XXXXXX~~ to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and *Quit-Claimed*, and by these presents do remise, release, sell, convey and *Quit-Claim* unto the said party of the second part its/~~heirs~~ successors and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described parcel situate, lying and being in the County of Mesa and State of Colorado, to-wit:

I 70-1(15) Sec. 2 PARCEL NO. 252 Rev. 2 NORTHERLY LINE

Beginning at a point on the west line of the NE¼ of the SW¼ of Section 36, T. 1 N., R. 2 W., Ute Meridian in Mesa County, Colorado from which the W¼ corner of Section 36 bears N. 56° 21' 30" W. a distance of 1,602.0 feet;

1. Thence on the arc of a curve to the left having a radius of 2,714.8 feet a distance of 141.7 feet (the chord of this arc bears S. 57° 05' E. a distance of 141.7 feet) to a point on the north line of Lot 4 from which the W¼ corner of Section 36 bears N. 56° 25' W. a distance of 1,743.7 feet;

ALSO

Beginning at a point on the center of Persigo Wash located in Lot 4, Section 36, T. 1 N., R. 1 W., Ute Principal Meridian in Mesa County, Colorado, from which the W¼ corner of Section 36 bears N. 57° 28' 30" W. a distance of 2,112.0 feet;

1. Thence along the arc of a curve to the left having a radius of 2,714.8 feet a distance of 169.5 feet (the chord of this arc bears S.66°11' E. a distance of 169.5 feet);
2. Thence S. 43° 22'30" E. a distance of 107.9 feet to a point on the center of Persigo Wash from which the W¼ corner of Section 36 bears N. 57° 36' 30" W. a distance of 2,383.1 feet.

I 70-1(15) Sec. 2 ALSO PARCEL No. 256 NORTHERLY LINE

Beginning at a point in the NE¼ of the SW¼ of Sec. 36, T. 1 N., R. 2 W. of the Ute Meridian in Mesa County, Colorado from which point the W¼ corner of Sec. 36 bears N. 56° 25' W., a distance of 1743.7 feet;

(continued)

1. Thence along the arc of a curve to the left, with a radius of 2714.8 feet, a distance of 370.3 feet (the chord of this arc bears S. 62° 29' 30" E., a distance of 370.0 feet) to a point from which the W¼ corner of Sec. 36 bears N. 57° 28' 30" W., a distance of 2112.0 feet.

ALSO

Beginning at a point in the NE¼, of the SW¼ of Sec. 36, T. 1 N., R. 2 W., of the Ute Meridian in Mesa County, Colorado from which point the W¼ corner of Sec. 36 bears N. 57° 36' 30" W., a distance of 2383.1 feet;

1. Thence along the arc of a curve to the left with a radius of 2764.8 feet, a distance of 138.9 feet (the chord of this arc bears S. 73° 25' E., a distance of 138.9 feet) to a point from which the W¼ corner of Sec. 36 bears N. 58° 28' W., a distance of 2517.0 feet.

No points of access.

38 cont'd

TO HAVE AND TO HOLD THE SAME, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

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

Signed, Sealed and Delivered in Presence of

S. L. Beaver (SEAL)
S. L. BEAVER

Hattie Mae Beaver (SEAL)
HATTIE MAE BEAVER

(SEAL)

(SEAL)

STATE OF COLORADO,
County of Mesa } ss.

I, Mark T. Byers, Jr. in and for said County in the State aforesaid, do hereby certify that S. L. BEAVER and HATTIE MAE BEAVER

personally known to me to be the persons whose name s subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal, this 14th day of November A. D. 1967

My Commission expires April 3 1968

38 cont'd

MARK T. BYERS, JR. NOTARY PUBLIC STATE OF COLORADO

Mark T. Byers, Jr.

State of Colorado
County of Mesa } ss.

Recorded at 11:20 o'clock A.M., DEC 29 1967
Reception No. 947412 Annie M. D[illegible] Recorder.
BOOK 918 PAGE 163

3

THIS DEED, Made this 14th day of November in the year of our Lord one thousand nine hundred and sixty-Seven between

S. L. BEAVER and HATTIE MAE BEAVER

State Documentary Fee
Date DEC 29 1967
$ Exempt

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

THE DEPARTMENT OF HIGHWAYS,
STATE OF COLORADO

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

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR ($1.00) and other valuable consideration, ~~XXXXXXX~~ to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and *Quit-Claimed*, and by these presents do remise, release, sell, convey and *Quit-Claim* unto the said party of the second part its successors ~~heirs~~ and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described parcel situate, lying and being in the County of Mesa and State of Colorado, to-wit:

A tract or parcel of land No. 252 Rev. 2 of the Department of Highways, State of Colorado, Project No. I 70-1(15) Sec. 2 containing 0.445 acres, more or less, in the E½ of the SW¼ of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, in Mesa County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point from which the W¼ corner of Section 36, T. 1 N., R. 2 W. of the Ute Meridian, bears N. 56° 25' W., a distance of 1,743.7 feet;

1. Thence N. 85° 14' 30" W., a distance of 118.9 feet to the west line of the E½ of the SW¼ of Section 36;

2. Thence N. 0° 25' 30" W., along the west line of the E½ of the SW¼ of Section 36 a distance of 67.1 feet;

3. Thence along the arc of a curve to the left having a radius of 2,714.8 feet a distance of 141.7 feet (the chord of this arc bears S. 57°05'E., a distance of 141.7 feet), more or less, to the point of beginning.

The above described portion of Parcel No. 252 Rev. 2 contains 0.089 acres, more or less.

ALSO

Beginning at a point from which the W¼ corner of Section 36, T. 1 N., R. 2 W. of the Ute Meridian, bears N. 57° 28' 30" W., a distance of 2,112.0 feet;

1. Thence along the arc of a curve to the left having a radius of 2,714.8 feet a distance of 169.5 feet (the chord of this arc bears S.68°11' E., a distance of 169.5 feet);
2. Thence S. 43° 22' 30" E., a distance of 107.9 feet;
3. Thence S. 76° 16' 30" W., a distance of 123.1 feet;

(continued)

156116

DEC 29 1967

Time 11:20 Book 918 Page 163 # 947412 39

4. Thence N. 33° 14' 30" W., a distance of 204.0 feet, more or less, to the point of beginning.

The above described portion of Parcel No. 252 Rev.2 contains 0.356 acres, more or less.

The above described parcel contains a total of 0.445 acres, more or less.

ALSO PARCEL No. 256

A tract or parcel of land No. 256 of the Department of Highways, State of Colorado, Project No. I 70-1(15) Sec. 2 containing 3.267 acres, more or less, in the E½ of the SW¼ (also Lot 4) of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, in Mesa County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the south line of Lot 4 from which the W¼ corner of Section 36 bears N. 58° 28' W. a distance of 2,517.0 feet;

1. Thence on the arc of a curve to the right having a radius of 2,764.8 feet, a distance of 138.9 feet (the chord of this arc bears N. 73° 25' W. a distance of 138.9 feet), to the center of Persigo Wash;
2. Thence S. 76° 16' 30" W. along the center of Persigo Wash a distance of 123.1 feet;
3. Thence N. 33° 14' 30" W. continuing along the center of Persigo Wash a distance of 204.0 feet;
4. Thence along the arc of a curve to the right having a radius of 2,714.8 feet a distance of 370.3 feet (the chord of this arc bears N.62°29'30"W. a distance of 370.0 feet) to the north line of Lot 4;
5. Thence N. 85° 14' 30" W. along the north line of Lot 4 a distance of 118.9 feet to the northwest corner of Lot 4;
6. Thence S. 0° 25' 30" E. along the west line of Lot 4 a distance of 357.9 feet to the southwest corner of Lot 4;
7. Thence S. 89° 43' E. along the south line of Lot 4 a distance of 808.5 feet, more or less, to the point of beginning.

39 cont'd

The above described parcel contains 3.267 acres, more or less.

Reserving unto the grantors all coal, oil, gas and other hydrocarbons, and all clay and other valuable minerals in and under said premises; provided, however, and the grantors hereby covenant and agree, that the grantee shall forever have the right to take and use, without payment of further compensation to the grantors, any and all sand, gravel, earth, rock and other road building materials found in or upon said Parcels No. 252 Rev. 2 and 256.

The grantors further covenant and agree that no exploration for, or development of any of the products hereby reserved, will ever be conducted on or from the surface of the premises hereinabove described, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the grantors shall perform no act which may impair the subsurface or lateral support of said premises. This reservation, and the covenants and agreements hereunder, shall inure to and be binding upon the grantors, and their heirs, personal and legal representatives, successors and assigns forever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

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

Signed, Sealed and Delivered in Presence of

S. L. Beaver (SEAL)
S. L. BEAVER

Hattie Mae Beaver (SEAL)
HATTIE MAE BEAVER

(SEAL)

(SEAL)

STATE OF COLORADO,
County of Mesa } ss.

I, Mark T. Byers, Jr. in and for said County in the State aforesaid, do hereby certify that S. L. BEAVER and HATTIE MAE BEAVER

personally known to me to be the person s whose name s subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal, this 14th day of November A. D. 19 67

My Commission expires April 3 19 68

39 cont'd

MARK T. BYERS, JR. NOTARY PUBLIC STATE OF COLORADO

Mark T. Byers, Jr.
Notary Public

State of Colorado
County of Mesa } ss. Recorded at 8:15 o'clock A.M. FEB 19 1968 Book 919 Page 575
Reception No. 949614 Annie M. Dunston Recorder.

157750

Book 919 Page 575 # 949614

Time 8:15

FEB 19 1968

COLORADO KENDAL RANCH CORPORATION

whose address is

County of , and State of

, for the consideration of ONE DOLLAR

($1.00) and other valuable consideration, in hand paid,

hereby sell(s) and quit claim(s) to THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO
whose address is 4201 E. Arkansas Avenue, Denver, Colorado 80222

City and County of Denver, and State of Colorado, the following ~~real~~ right of access to Interstate Highway 70 ~~property~~ in the County of Mesa, and State of Colorado, to wit:

State Documentary Fee
Date FEB 19 1968
$ exempt

I 70-1(15) Sec. 2 PARCEL NO. 256 Northerly Line

Beginning at a point in the NE ¼ of the SW ¼ of Sec. 36, T. 1 N., R. 2 W. of the Ute Meridian, in Mesa County, Colorado, from which point the W ¼ corner of Sec. 36 bears N. 36° 25' W., a distance of 1,743.7 feet;

1. Thence along the arc of a curve to the left, with a radius of 2,714.8 feet, a distance of 370.3 feet (the chord of this arc bears S. 62° 29' 30" E., a distance of 370.0 feet) to a point from which the W ¼ corner of Sec. 36 bears N. 57° 28' 30" W., a distance of 2,112.0 feet.

ALSO

Beginning at a point in the NE ¼ of the SW ¼ of Sec. 36, T. 1 N., R. 2 W., of the Ute Meridian in Mesa County, Colorado, from which point the W ¼ corner of Sec. 36 bears N. 57° 36' 30" W., a distance of 2,383.1 feet;

1. Thence along the arc of a curve to the left with a radius of 2,764.8 feet, a distance of 138.9 feet (the chord of this arc bears S. 73° 25' E., a distance of 138.9 feet) to a point from which the W ¼ corner of Sec. 36 bears N. 58° 28' W., a distance of 2,517.0 feet.

No points of access.

with all its appurtenances

Signed this 29th day of January 19 68.

COLORADO KENDAL RANCH CORPORATION
Louis E. Bolis
Vice-President

George S. Graham
Asst. Sec.

STATE OF COLORADO,
County of MESA } ss.

The foregoing instrument was acknowledged before me this 29th day of January, 1968, by Louis E. Bolis as Vice-President and George S. Graham as Assistant Secretary of Colorado Kendal Ranch Corporation, a Nevada corporation.
My commission expires May 1, 1968
Witness my hand and official seal

Veronetta M. Kiral
Notary Public.

Statutory Acknowledgment.—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.

FORM NO 32 State of Colorado
County of Mesa } ss. Annie M. Dunston

BOOK 919 PAGE 580

Recorded at 15 o'clock A M. FEB 19 1968 19
Reception No. 949617 Recorder

157753

Know All Men By These Presents

That I, or We,

State Documentary Fee
Date FEB 19 1968
$ exempt

COLORADO KENDAL RANCH CORPORATION

the Grantor or Grantors,

of the and County of Mesa, and State of Colorado,

for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations to the said Grantor or Grantors in hand paid, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do hereby *GRANT, BARGAIN, SELL AND CONVEY* unto

The Department of Highways, State of Colorado,

Grantee, its successors and assigns forever, the following real property situate in the and County of Mesa and State of Colorado, to-wit:

A tract or parcel of land No. 251 Rev. of the Department of Highways, State of Colorado, Project No. I 70-1(15) Sec. 2 containing 18.689 acres, more or less, in the NE¼ of the SE¼ of Section 35 and Lots 5, 6, and 7, E½ of the SW¼ and the W½ of the SE¼ of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, in Mesa County, Colorado, said tract or parcel being more particularly described as follows:

168

Beginning at the E¼ corner of Section 35, T. 1 N., R. 2 W., Ute Meridian;

1. Thence S. 0° 19' 30" E., along the east line of Section 35, a distance of 68.1 feet;

2. Thence N. 39° 29' W., a distance of 87.8 feet to the north line of the SE¼ of Section 35;

3. Thence N. 89° 36' 30" E., along the north line of the SE¼ of Section 35 a distance of 55.4 feet, more or less, to the point of beginning.

The above described portion of Parcel No. 251 Rev. contains 0.043 acres, more or less.

ALSO

Beginning at a point from which the W¼ corner of Section 36, T. 1 N., R. 2 W., Ute Meridian, bears N. 58° 28' W., a distance of 2,517.0 feet;

1. Thence N. 89° 43' W. along the south line of Lot 1, Section 36, a distance of 808.5 feet;

2. Thence N. 0° 25' 30" W., along the east line of Lot 5, Section 36, a distance of 357.9 feet;

3. Thence N. 85° 14' 30" W., a distance of 618.0 feet;

4. Thence along the arc of a curve to the left having a radius of 3,014.8 feet a distance of 1,649.5 feet (the chord of this arc bears S. 62° 01' E. a distance of 1,629.0 feet);

5. Thence N. 75° 43' E. a distance of 115.7 feet;

6. Thence along the arc of a curve to the left having a radius of 2,964.8 feet, a distance of 1,718.6 feet (the chord of this arc bears N. 83° 42' 30" E., a distance of 1,694.6 feet), to the east line of the W½ of the SE¼ of Section 36;

7. Thence N. 0° 07' W., along the east line of the W½ of the SE¼ of Section 36, a distance of 262.8 feet;

8. Thence along the arc of a curve to the right having a radius of 2,764.8 feet, a distance of 1,845.9 feet (the chord of this arc bears S. 86° 01' W., a distance of 1,811.9 feet), more or less, to the point of beginning.

The above described portion of Parcel No. 251 Rev. contains 18.646 acres, more or less.

The above described parcel contains a total of 18.689 acres, more or less.

FEB 19 1968 Time 8:15 Book 919 Page 580 # 949617

ROW FORM NO 32
12-6-61

BOOK 919 PAGE 581

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 Grantor or Grantors, either in law or equity, of, in and to the above bargained premises, with the hereditaments and the appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Grantee and its successors and assigns forever. And the said Grantor or Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said Grantee and its successors and assigns, that at the time of the execution and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in Fee Simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; that the same are free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, by, through or under the Grantor or Grantors; that the said Grantor or Grantors will *WARRANT AND FOREVER DEFEND* the above bargained premises in the quiet and peaceable possession of the said Grantee, and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said Grantor or Grantors.

IN WITNESS WHEREOF, the said Grantor or Grantors have hereunto set their hands this 14th day of November, A.D., 19 67.

Signed in the presence of:

ATTEST:

Asst. Secretary

COLORADO KENDAL RANCH CORPORATION

Louis E. Bolis
Vice Pres.

STATE OF Colorado
and County of Mesa } ss.

The foregoing instrument was acknowledged before me this 14th day of November, 19 67,

by ~~COLORADO KENDAL RANCH CORPORATION~~ Louis E. Bolis, as Vice-President and George S. Graham as Assistant Secretary of COLORADO KENDAL RANCH CORPORATION, a Nevada corporation

WITNESS my hand and Official Seal,

My Commission Expires: April 5, 1969

Notary Public

STATE OF
and County of } ss.

The foregoing instrument was acknowledged before me this day of, 19,

by

WITNESS my hand and Official Seal,

My Commission Expires:

Notary Public

919617

PROJECT I 70-1(15) Sec. 2
LOCATION West of Grand Junction
PARCEL 251 Rev.

SPECIAL Warranty Deed

FROM

COLORADO KENDAL RANCH CORPORATION

TO

The Department of Highways State of Colorado

STATE OF COLORADO } ss.
and County of MESA

I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in my office on the FEB 19 1968 day of, A.D., 19, at the hour of 9:15 A.M., and was thereafter by me duly recorded in Book 919, Page 581, of the records of my office.

Clerk and Recorder

Deputy

AFTER RECORDING PLEASE MAIL TO:

The Department of Highways of the State of Colorado
Highway Office Building
4201 East Arkansas Avenue
Denver, 22, Colorado

ATTENTION Right of Way Section

State of Colorado } Recorded 8:30 o'clock A M. NOV 29 1968 BOOK 929 PAGE 375
County of Mesa } ss. Reception No. 963328 Annie M. Dunston Recorder.

THIS DEED, Made this thirtieth day of October in the year of our Lord one thousand nine hundred and sixty-eight, between

COLORADO KENDAL RANCH CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO

of the ~~County of~~ State of Colorado, of the second part,

State Documentary Fee
Date NOV 29 1968
$ Exempt

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR ($1.00) and other valuable consideration ~~DOLLARS,~~ to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath remised, released, sold, conveyed and QUIT CLAIMED, and by these presents doth remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors ~~heirs~~ and assigns forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the following described Right of access to Interstate Highway 70 situate, lying and being in the County of Mesa and State of Colorado, to-wit:

I 70-1(15) Sec. 2 Parcel No. 256 Northerly Line

Beginning at a point on the NE¼ of the SW¼ of Section 36, T. 1 N., R. 2 W., of the Ute Meridian, in Mesa County, Colorado, from which point the W¼ corner of Section 36 bears N. 56° 25' W. a distance of 1,743.7 feet;

1. Thence along the arc of a curve to the left, with a radius of 2,714.8 feet, a distance of 370.3 feet (the chord of this arc bears S. 62° 29' 30" E. a distance of 370.0 feet), to a point from which the W¼ corner of Section 36 bears N. 57° 28' 30" W. a distance of 2,112.0 feet.

ALSO

Beginning at a point in the NE¼ of the SW¼ of Section 36, T. 1 N., R. 2 W., of the Ute Meridian in Mesa County, Colorado, from which point the W¼ corner of Section 36 bears N. 57° 36' 30" W. a distance of 2,383.1 feet;

1. Thence along the arc of a curve to the left, with a radius of 2,764.8 feet, a distance of 138.9 feet (the chord of this arc bears S. 73° 25' E. a distance of 138.9 feet), to a point from which the W¼ corner of Section 36 bears N. 58° 28' W. a distance of 2,517.0 feet.

No points of access.

This conveyance is made to correct a tie in the right of access along the Northerly line of Interstate Highway 70, conveyed by deed recorded February 19, 1968 in Book 919, Page 575, Reception No. 949614, in the records of the County of Mesa, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, ~~heirs and assigns forever,~~ its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

COLORADO KENDAL RANCH CORPORATION

Secretary.

By John A. Cussen Jr. Vice President.

STATE OF COLORADO, } ss.
County of Mesa

The foregoing instrument was acknowledged before me this 30th day of October 19 68, by John A. Cussen Jr. as President and Secretary of COLORADO KENDAL RANCH CORPORATION, a Nevada corporation.

My notarial commission expires 8/8/71

Witness my hand and official seal.

Notary Public.

No. 108-B. QUIT CLAIM DEED.—Corporation Form.
—Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1824-46 Stout St., Denver, Colo.

NOV 29 1968

Time 8:30 Book 929 Page 375 #963328

42 con

Redemption #001395 March 2, 1971 368457

61172

19..... RECORD OF TAX SALE

Sold for 19....69 Taxes

Date of Sale.....NOVEMBER 23, 1970

Name of Purchaser.....JEWELL W. BUTLER

Certificate is to bear interest until redemption at the maximum statutory rate of 18 per cent per annum first six months, 12 per cent per annum next two and one-half years, and 8 per cent per annum thereafter.

YEAR	SCHEDULE NUMBER	NAME OF OWNER WHEN KNOWN
1969	2697-36-3-00-300	COLO KENDAL RANCH CORP

43

169

DESCRIPTION OF PROPERTY TAXED AND SOLD

LOTS 11-12 & 13 SEC 35 1N 2W LOTS 3-4-5-6 & 7 SEC 36
1N 2W EXC HWY ROW AS RECD BK 919 PG 580 MESA CO CLK

VAL 5670

1969 TAX	446.97
INTEREST TO DATE OF SALE	17.43
ADVERTISING FEE	4.68
CERTIFICATE FEE	1.10
TOTAL OF CERTIFICATE	470.18

RECORD OF SUBSEQUENT TAXES PAID AND ENDORSED

Year	Date of Payment Mo.	Day	Year	Schedule No.	AMOUNT PAID	
19....						
19....						
19....						
19....						
19....						
19....						
19....						
19....						
19....						

ASSIGNMENTS

To Whom Assigned	Mo.	Day	Year

TREASURERS DEED

To Whom Issued	Mo.	Day	Year

REDEMPTION

Redeemed By

As:

Date Of Redemption	Month	Day	Year

Redemption Certificate No.

Total Paid For Redemption $

Tax Sale Certificate No. 61172

State of Colorado }
County of Mesa } ss.
Recorded at 4:40 o'clock P. M. FEB 8 1971 Book BOOK 955 Page PAGE 273 Reception No. 1000297 Annie M. Dunston Recorder

DEED OF TRUST

THIS INDENTURE, Made this 28th day of January, 1971, between

COLORADO KENDAL RANCH CORPORATION, a Nevada corporation, and JOHN A. CUSSEN, JR.,

Whose address is P.O. Box 6449, San Jose, California 95150, hereinafter referred to collectively as "First Party," and the Public Trustee of Mesa County, State of Colorado, party of the second part, WITNESSETH:

THAT WHEREAS The said First Party has executed one promissory note (hereinafter designated "note") bearing even date herewith for the total principal sum of THIRTY THOUSAND AND NO/100ths ---------- Dollars, payable to the order of

UNITED FARM AGENCY, INC., whose address is Palisade, Colorado;

~~whose address is~~

~~after date thereof with interest thereon from the date thereof at the rate of x per cent per annum payable x~~

Said Promissory Note bears interest at the rate of 7½% per annum, and interest is payable on January 27, 1972, and the entire remaining principal balance due hereunder together with accrued interest shall become due and payable on January 27, 1973.

(The Legal Holder of note being hereinafter referred to as "Beneficiary"),

AND WHEREAS, The said party of the first part is desirous of securing the payment of the principal and interest of said promissory note.

NOW, THEREFORE, The said party of the first part, in consideration of the premises, and for the purpose aforesaid, does 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:

Lots 11, 12 and 13 in Section 35, Township 1 North, Range 2 West of the Ute Meridian, and Lots 3, 4, 5, 6 and 7 in Section 36, Township 1 North, Range 2 West of the Ute Meridian;

The SW¼ SE¼ and all that part of the NW¼ SE¼ and SE¼ NE¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian, lying South and East of the drainage ditch as now constructed, and lying South and West of the Southerly right of way of the Denver and Rio Grande Western Railroad; EXCEPT County road on the Southerly side of said railroad right of way;

That part of the SE¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian, lying East of Lot 7 of said Section 36;

All that part of the SW¼ of Section 31, Township 1 North, Range 1 West of the Ute Meridian, lying South of the right of way of the Rio Grande Railorad;

All that part of the E½ SE¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian, lying South

(Continued - Over)

(Continued)

of the right of way of the Rio Grande Railroad; EXCEPT the part heretofore conveyed to the Department of Highway of State of Colorado by Deed recorded in Book 865 at Page 599 in the Records of the Clerk and Recorder of Mesa County, Colorado; AND ALSO EXCEPT the part of said E½ SE¼ lying North and West of the aforementioned tract conveyed to Colorado Department of Highways;

Lots 1 and 4 and the SE¼ NW¼ of Section 14, Township 11 South, Range 101 West of the 6th P.M.;

Lots 4 and 5 of Section 6, Township 1 South, Range 1 West of the Ute Meridian;

44 cont'd

That portion of the E½ NW¼ and that part of the W½ NE¼ Section 6, Township 1 South, Range 1 West of the Ute Meridian, lying South and West of the right of way of the Denver and Rio Grande Western Railroad, and North and West of that certain right of way conveyed to the Grand Valley Drainage Ditch by Quit Claim Deed recorded December 24, 1918, in Book 213 at Page 498 of the Records of the County Clerk and Recorder of Mesa County, Colorado;

The NE¼ NW¼ of Section 14, Township 11 South, Range 101 West of the 6th P.M. and that part of the NW¼ NW¼ and of the SW¼ NW¼ of said Section 14, lying North and East of the Colorado River, said property sometimes also described as Lots 2 and 3 and that part of the SW¼ NW¼ lying North and East of the Colorado River; TOGETHER WITH a right of way in the E½ SE¼ of Section 36, Township 1 North, Range 2 West, Ute Meridian, as reserved by Deed dated January 26, 1946, and recorded February 6, 1946, in Book 440 at Page 509 reciting: "Reserving, however, from the lands above conveyed a closed right of way not to exceed 35 feet in width, and not to be fenced along the West side thereof as a way of ingress and egress to lands belonging to Lee Savage and lying adjacent thereto."

All of Lots 6 and 10 in Section 6, Township 1 South, Range 1 West of the Ute Meridian, and all of Lots 5 and 6 in Section 14, Township 11 South, Range 101 West, of the 6th P.M., lying North of the following described line which begins at a point on the East line of said Section 14, said point being North 0°50' East 1,176.5 feet of the Southeast corner of said Section; thence running North 62°36' West 188.23 feet; thence North 62°50' West 74.48 feet; thence North 66°40' West 82.90 feet; thence North 67°23' West 94.94 feet; thence North 83°02' West 132.05 feet; thence South 83°33' West 46.32 feet; thence North 67°07' West 154.95 feet; thence North 63°57' West 231.00 feet; thence North 54°08' West 227.91 feet; thence North 60°59' West 114.63 feet; thence North 46°43' West 84.97 feet; thence North 54°29' West 138.52 feet more or less to a point on the West line of said Lot 5, Section 14, Township 11 South, Range 101 West, 6th P.M.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances, thereunto belonging; also the rents, issues and profits derived or to be derived out of said premises; (Beneficiary agrees that under the foregoing assignment of the rents, issues and profits, collection thereof will be enforced only upon the delinquency of first party in complying with the provisions of this Trust Deed; and, in any default thereof, the Beneficiary is authorized to assume the management and control of and to collect the rents from said property without an Order of Court).

IN TRUST NEVERTHELESS, That, in case of any default hereunder by first party or his successors in interest, the Beneficiary may file notice with party of the second part declaring such default and an election and demand that said property be advertised for sale and sold, in accordance with the Colorado Statutes in such case made and provided; and thereupon said party of the second part shall sell and dispose of said premises and all of the right, title and interest of the said party of the first part at public auction at the front door of the County Court House in the County of Mesa, State of Colorado, or on said premises, 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. It is specifically agreed that time is of the essence of this contract and if each and every stipulation, agreement, condition and covenant of said Note or of this Deed of Trust is not duly performed, complied with and abided by, then the balance of said note shall become due and payable forthwith, or at any time thereafter at the option of Beneficiary, and said property may be sold in the manner and with the same effect as if said indebtedness had matured.

THE SAID PARTY OF THE FIRST PART EXPRESSLY COVENANTS AND AGREES:

To promptly pay the principal and interest and other sums of money payable by virtue of said note and this deed of trust, on the days respectively that the same severally become due, and to promptly perform each and every stipulation, agreement and condition therein contained.

44 cont'd

To keep the buildings on the premises insured against loss by fire and other hazards as required by the Beneficiary and for its benefit and to pay promptly all taxes, assessments, levies, water rents, and insurance premiums and all other liabilities, obligations and encumbrances as they become due.

To and hereby does warrant title to and possession of the encumbered premises; waives Homestead and other Exemptions; and further warrants that said premises are free and clear of all liens and encumbrances (except as herein specified): Subject to existing encumbrances.

That in the event of the failure of first party to keep said property, and the improvements thereon at all times in good repair, to pay promptly all taxes, insurance premiums, water rent, assessments, levies, liabilities, obligations, principal or interest on this or any other encumbrance on said real property, or to perform any other agreement, condition, stipulation or covenant, as herein provided, the Beneficiary may procure such things to be done at first party's cost and may make any reasonable expenditure or outlay incidental thereto, and any expenditures so made shall become an additional indebtedness hereto and be secured hereby.

That in case of default in the payment of the indebtedness hereby secured or in the performance of any obligation herein contained, the Beneficiary or the holder of a Certificate of Purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid and to the appointment of a Receiver for said property and of the rents, issues and profits thereof and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the party of the first part or the then owner of said property and without regard to the value thereof or the adequacy of any security for the debt; and such Receiver may be appointed by any Court of competent jurisdiction upon ex parte application, and without notice—notice being expressly waived—and all rents, issues and profits therefrom shall be applied by such Receiver subject to the orders of the Court, to the payment of the indebtedness hereby secured.

That, in the event of foreclosure and sale hereunder, attorney's fees in the sum of five per cent if made through the Public Trustee and a reasonable sum if made through the Courts, for legal services rendered in such proceeding or suit, shall be allowed by the Public Trustee or taxed by the court as part of the costs of foreclosure.

That in the event the ownership of the encumbered property or any part hereof, becomes vested in a person other than the first party, the Beneficiary may, without notice to the first party, deal with such new owner or owners with reference to this Deed of Trust, and the debt hereby secured in the same manner as with the first party without in anyway vitiating or discharging the first party's liability hereunder, or the indebtedness hereby secured.

That all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The said party of the first part has hereunto executed this Trust Deed the day and year first above written.

COLORADO KENDAL RANCH CORPORATION (Seal)
By John A. Cussen, Jr. President (Seal)
John A. Cussen, Jr. (Seal)

ATTEST: Richard Rush
Asst. Secretary

STATE OF COLORADO
County of Mesa, ss.

The foregoing instrument was acknowledged before me this 3rd day of February, 1971, By John A. Cussen, Jr. as President and Richard Rush as Assistant Secretary, respectively, of Colorado Kendal Ranch Corporation, and John A. Cussen, Jr.

Witness my hand and official seal.

My notarial commission expires

OFFICIAL SEAL
BERNARD SHEARER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires November 26, 1973

Notary Public.

7000,272

6155A

19..... RECORD OF TAX SALE

Sold for 19..70...Taxes

Date of Sale .....NOVEMBER 22, 1971.....

Name of Purchaser .....J. C. GAUVEY.....

Certificate is to bear interest until redemption at the maximum statutory rate of 18 per cent per annum first six months, 12 per cent per annum next two and one-half years, and 8 per cent per annum thereafter.

YEAR	SCHEDULE NUMBER	NAME OF OWNER WHEN KNOWN
1970	2697-36-3-00-300	COLO KENDAL RANCH CORP

45

DESCRIPTION OF PROPERTY TAXED AND SOLD

LOTS 11-12 & 13 SEC 35 1N 2W LOTS 3-4-5-6 & 7 SEC 36
1N 2W EXC HWY ROW AS RECD BK 919 PG 580 MESA CO CLK

VAL 5670

171

1970 TAX	515.52
INTEREST TO DATE OF SALE	20.11
ADVERTISING FEE	6.55
CERTIFICATE FEE	1.10
TOTAL OF CERTIFICATE	543.28

BID $5.00

RECORD OF SUBSEQUENT TAXES PAID AND ENDORSED

Year	Date of Payment Mo.	Day	Year	Schedule No.	AMOUNT PAID	
19.....						
19.....						
19.....						
19.....						
19.....						
19.....						
19.....						
19.....						
19.....						

ASSIGNMENTS

To Whom Assigned	Mo.	Day	Year

TREASURERS DEED

To Whom Issued	Mo.	Day	Year

REDEMPTION

Redeemed By

As:

Date of Redemption	Month	Day	Year

Redemption Certificate No.

Total Paid For Redemption $

Tax Sale Certificate No. .....6155A.....

State of Colorado)
County of Mesa) ss.

Recorded at 3:17 o'clock P. M. APR 2 19 BOOK 993 PAGE 516

Reception No. 1043756 Gracie M. Dunston Recorder.

RECORDER'S STAMP

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, COLORADO KENDAL RANCH CORPORATION, a Nevada corporation, and JOHN A. CUSSEN, JR., by one Deed of Trust dated the 28th day of January, 1971, and duly recorded in the office of the County Clerk and Recorder of the Deeds County of Mesa, in the State of Colorado, on the 8th day of February, 19 71, in Book 955 at Page 273 (film No. , reception No.)* 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

United Farm Agency, Inc.

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. (Nothing having been endorsed upon the 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 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:

172

46

210132

A tract of land located in Sections 35 and 36, Township 1 North, Range 2 West, Ute Meridian, Section 6, Township 1 South, Range 1 West, Ute Meridian, and Section 14, Township 11 South, Range 111 West, 6th Principal Meridian, Mesa County, Colorado, as shown on the attached plat and described as follows:

Beginning at the North Quarter Corner of said Section 14;
thence S 76°25' E 400.00 feet;
thence S 56°25' E 500.00 feet;
thence S 55°09'50" E 2810.643 feet;
thence S 42°00' E 400.00 feet to the centerline of Drain;
thence S 30°20'49" W 101.24 feet;
thence N 88°34'34" W 80.71 feet;
thence S 37°32'10" W 365.50 feet to the South line of the Southeast Quarter of the Northwest Quarter of said Section 6;
thence S 89°40'54" W 426.41 feet to the Southwest Corner of said Southeast Quarter of the Northwest Quarter;
thence S 00°05'14" E 1303.544 feet to the Southeast Corner Lot 10 of said Section 6;
thence N 89°58'03" W 1303.37 feet to the Southwest Corner of said Lot 10;
thence S 00°45'04" W 9.37 feet;
thence N 62°40'56" W 188.23 feet;
thence N 62°54'56" W 74.40 feet;
thence N 66°44'56" W 82.90 feet;
thence N 67°27'56" W 94.90 feet;
thence N 83°06'56" W 132.05 feet;
thence S 83°28'04" W 49.32 feet;
thence N 67°11'56" W 154.95 feet;
thence N 64°01'56" W 231.00 feet;
thence N 54°12'56" W 227.91 feet;
thence N 61°03'56" W 114.63 feet;

thence N 46°47'56" W 84.97 feet;
thence N 54°33'56" W 120.36 feet to the west line of Lot 5 said Section 14;
thence N 01°27'53" E 794.11 feet to the Northwest Corner said Lot 5;
thence N 88°50'16" W 2516.50 feet to the West Quarter corner said Section 14;
thence N 02°13'20" W 2451.31 feet to the Northwest Corner said Section 14;
thence S 90°00'00"W 1202.08 feet to Meander Corner;
thence S 09°42'44" W 141.22 feet to Southwest Corner said Section 36;
thence N 00°20'54" E 1874.40 feet along the West line of said Section 36;
thence N 81°45'00" W 501.60 feet;
thence N 60°00'00" W 257.40 feet;
thence N 11°30'00" W 1101.40 feet;
thence N 31°30'00" E 145.20 feet;
thence S 81°45'00" E 239.56 feet to the Southerly right-of-way line of Interstate Highway 70;
thence along said right-of-way by the following courses:
(1) S 40°14'42" E 641.26 feet;
(2) S 39°29'42" E 879.72 feet;
(3) S 40°30'42" E 307.80 feet;
(4) along the arc of a 3014.8 foot radius curve to the left a distance of 1052.1 feet;
(5) N 75°42'10" E 115.70 feet;
(6) along the arc of a 2964.8 foot radius curve to the left a distance of 336.34 feet;
thence leaving said right-of-way S 37°20'00" E 1248.08 feet to a point on the South line of said Section 36;
thence N 90°00'00" E 642.05 feet to the point of beginning;

And reserving and excepting therefrom a 200 foot wide right-of-way for road purposes to be deeded to Mesa County, Colorado, being 100 feet on each side of the following described centerline, and extending and shortening the side lines so as to begin and end on the property lines:

Commencing at the Southerlymost corner of the above described property, being a point on the east line of the afore mentioned Lot 5, Section 14, distant thereon N 00°45'04" E 17.53 feet from the South Meander Corner between Sections 14 and 6;
thence N 62°40'56" W 100.00 feet to the true point of beginning of said right-of-way;

thence N 43°00'00" E 40.00 feet;
thence along the arc of a 577.96 foot radius curve to the right a distance of 406.67 feet (the central angle of this arc is 40°40');
thence N 81°40'00" E 346.99 feet;
thence along the arc of a 577.96 foot radius curve to

APR 2 1973 Time 3:17 Book 993 Page 516 #1043756

46
cont'd

thence N 41°00'00" E 40.00 feet;
thence along the arc of a 572.96 foot radius curve to the right a distance of 406.67 feet (the central angle of this arc is 40°40');
thence N 81°40'00" E 346.99 feet;
thence along the arc of a 572.96 foot radius curve to the left a distance of 441.31 feet (the central angle of this arc is 44°07'50");
thence N 37°32'10" E 494.36 feet to a point on the east line of the aforementioned Lot 10, Section 6, distant thereon S 00°05'14" E 348.06 feet from the Northeast Corner of said Lot 10.

Also excepting therefrom that part of the right-of-way described by Deed recorded in Book 926 at Page 555 in the Office of the Clerk and Recorder of Mesa County, Colorado, described as being 100 feet each side of the following described centerline and extending and shortening the sidelines so as to begin and end on the property lines;

Beginning at a point on the South line of the Northwest Quarter of said Section 6, distant thereon N 89°40'54" E 300.04 feet from the Northeast Corner of said Lot 10; thence N 37°32'10" E 625.04 feet.

The Areas of the above described parcels are as follows:
Total Area 467.930 Acres,
Area within Colorado River 115.120 Acres,
Area within road right-of-ways 10.810 Acres, leaving a net area of 342 Acres.

BOOK 993 PAGE 517

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 2nd day of April, 19 73

SEAL

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

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 2nd day of April, 1973, by Donald W. Kanaly as the Public Trustee in the said County of Mesa, Colorado.

My commission expires September 13, 1976.

Witness my hand and Official seal.

Lucille E. Strand
Notary Public.

To the Public Trustee in said Mesa County of Colorado:

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

UNITED FARM AGENCY, INC.
N. C. McCain
The legal holder of the indebtedness secured by said Deed of Trust.
N. C. McCAIN, PRESIDENT

*In counties where book and page numbers have been abolished.

Transamerica Title Insurance Co

A duly licensed and bonded abstracter, 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 -34- entries numbered 13 to 46 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 May 17th, 1954, at 3:47 o'clock P. M.

(For Description of Property see EXHIBIT "A" attached hereto)

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

EXCEPT instruments pertaining to the County subdivision regulations of Mesa County and any amendments thereto, recorded or filed subsequent to March 8th, 1973, are not shown.

Dated this 7th day of June, A.D., 1973, at 8 o'clock A.M.

Transamerica Title Insurance Co

By

Authorized Signature

TRANSAMERICA TITLE INSURANCE COMPANY · CALIFORNIA · INCORPORATED MAY 23, 1910 34

Transamerica Title Insurance Co

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 83649

E X H I B I T "A"

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (now the Denver and Rio Grande Western Railroad), EXCEPT the West Sixteen (16) feet thereof.

The West Half of the Northeast Quarter of the Southwest Quarter, EXCEPT the West Sixteen (16) feet thereof; The Northeast Quarter of the Northeast Quarter of the Southwest Quarter; And all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch.

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section Thirty-six (36) bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section Thirty-six (36), thence West along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter 42 feet, more or less to the Southwest corner thereof, thence North along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section Thirty-six (36) 1080 feet, more or less to the South line of the County Road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less, to the point of beginning;

ALL in Section Thirty-six (36), Township One (1) North, Range Two (2) West of the Ute Meridian.

ORIGINAL

LOWER VALLEY RURAL FIRE PROTECTION DISTRICT MESA COUNTY, COLORADO	DECREE Dated June 12, 1973 Filed June 20, 1973 At 10:45 o'clock A. M.	#1049246 Book 998 Page 484

47

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1. Lower Valley Rural Fire Protection District be, and hereby is ordered and declared duly organized under the laws of the State of Colorado, as a governmental subdivision of said State and body corporate.

2. The corporate name of said District is and it shall hereafter be known LOWER VALLEY RURAL FIRE PROTECTION DISTRICT.

(Includes land under examination)

-0-----00-----0-

State of Colorado, County of Mesa

Recorded at 3:46 O'clock P.M. Jun 25 1973

Reception No 1049547 Annie M. Dunston, Recorder

Book 998 Page 790
State Documentary Fee
Date Jun 25 1973
$ 5.00

WARRANTY DEED

S. L. BEAVER and HATTIE MAE BEAVER of the County of Mesa, State of Colorado, for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, in hand paid, hereby sell and convey to ELTON CROW, LEILA CROW, DOUGLAS A. McMILLEN and JUDITH L. McMILLEN, as joint tenants, of the County of Mesa and State of Colorado, the following real property in the County of Mesa, and State of Colorado, to-wit:

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (Now the Denver and Rio Grande Western Railroad), except the West 16 feet thereof.

The West Half of the Northeast Quarter of the Southwest Quarter, Except the West 16 feet thereof; the Northeast Quarter of the Northeast Quarter of the Southwest Quarter; and all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch.

48

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section 36 bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 36, thence West along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter 42 feet, more or less to the Southwest corner thereof, thence North along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 36,1080 feet, more or less to the South line of the County road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less to the point of beginning;

All in Section 36, Township 1 North, Range 2 West of the Ute Meridian,

TOGETHER WITH any and all water, water rights, ditch and ditch rights belonging thereto or used in connection therewith including by way of example but not by way of limitation 77 shares of the capital stock of the Grand Valley Irrigation Company,

with all its appurtenances, and warrant the title to the same except as to that portion of the above described property which lies South of the North meander line of the East channel of the Colorado River as shown on Government Land Office Survey of September 11, 1923, of the meander of the right bank of the Colorado River and survey of island in Sections 35 and 36, Township 1 North, Range 2 West of the Ute Meridian which portion of said property is conveyed by Quit Claim Deed only and without warranty of title.

The following described parcels of property are also conveyed by Quit Claim Deed only and without warranty of title to-wit:

Parcel 1: A strip of land off the west side of the SE¼NW¼ and NE¼SW¼ Section 36, Township 1 North, Range 2 West, Ute Meridian, beginning at the point where the Rio Grande Western Railroad right of way cuts the west line of the SE¼NW¼ of said Section 36, thence East 16 feet thence South to the Grand River, now the Colorado River, thence West 16 feet to the West line of NE¼SW¼ of Section 36, thence North to place of beginning.

25 1973 Time 3:46 Book 998 Page 790 #1049547

Parcel 2: A strip of land thirty-three feet wide off the east side of the W½NW¼, and the East side of the NW¼SW¼ of Section 36, Township 1 North, Range 2 West, Ute Meridian, extending from the point where the said East line of the said W½NW¼ cuts the North line of right of way of the D & RGW R.R. thence South to the Grand River (now Colorado River)

All of the above described property is conveyed subject to all easements and road rights of way of record and subject also to the 1973 real property taxes due and payable in 1974 together with all 1974 water assessments and all subsequent real property taxes and water assessments.

Signed this 20th day of June, 1973.

S. L. Beaver
S. L. Beaver

48
cont'd

Hattie Mae Beaver
Hattie Mae Beaver

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 20 day of June, 1973 by S. L. Beaver and Hattie Mae Beaver.

ARLENE R. HARVEY NOTARY PUBLIC STATE OF COLORADO

My commission expires: 7-25-74
Witness my hand and official seal.

Arlene R. Harvey
Notary Public

BOOK 998 PAGE 792

Recorded at 3:46 o'clock P. M. JUN 25 1973 Book Page
Reception No. 1049548 Recorder

Annie M. Dunston

State of Colorado
County of Mesa } ss.

DEED OF TRUST

THIS INDENTURE, Made this 25th day of June, 19 73, between

ELTON CROW, LEILA CROW, DOUGLAS A. McMILLEN and JUDITH L. McMILLEN

Whose address is
hereinafter referred to collectively as "First Party," and the Public Trustee of Mesa County, State of Colorado, party of the second part, WITNESSETH:

THAT WHEREAS The said First Party has executed ----------one------promissory note (hereinafter designated "note") bearing even date herewith for the total principal sum of THIRTY THOUSAND and no/100----------Dollars, payable to the order of

S. L. BEAVER and HATTIE MAE BEAVER, in joint tenancy

whose address is

49 after date thereof, with interest thereon from the date thereof at the rate of -----7---per cent per annum payable $269.68 one month from date hereof and a like amount of $269.68 on the same day of each month thereafter until 15 years from date at which time the entire balance of accrued interest and principal shall be due. Said payments to be applied first to interest and then to principal. Prepayment may be made at any time after January 10, 1974.

(The Legal Holder of note being hereinafter referred to as "Beneficiary"),

AND WHEREAS, The said party of the first part is desirous of securing the payment of the principal and interest of said promissory note.

NOW, THEREFORE, The said party of the first part, in consideration of the premises, and for the purpose aforesaid, does 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:

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (Now the Denver and Rio Grande Western Railroad), except the West 16 feet thereof.

The West Half of the Northeast Quarter of the Southwest Quarter, Except the West 16 feet thereof; the Northeast Quarter of the Northeast Quarter of the Southwest Quarter; and all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch.

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section 36 bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 36, thence West along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter 42 feet, more or less to the Southwest corner thereof, thence North along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 36, 1080 feet, more or less to the South line of the County road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less to the point of beginning;

All in Section 36, Township 1 North, Range 2 West of the Ute Meridian,

TOGETHER WITH any and all water, water rights, ditch and ditch rights belonging thereto or used in connection therewith including by way of example but not by way of limitation 77 shares of the capital stock of the Grand Valley Irrigation Company,

with all its appurtenances, and warrant the title to the same except as to that portion of the above described property which lies South of the North meander line of the East channel of the Colorado River as shown on Government Land Office Survey of September 11, 1923, of the meander of the right bank of the Colorado River and survey of island in Sections 35 and 36, Township 1 North, Range 2 West of the Ute Meridian which portion of said property is conveyed by Quit Claim Deed only and without warranty of title.

The following described parcels of property are also conveyed by
49 Quit Claim Deed only and without warranty of title to-wit:

cont'd Parcel 1: A strip of land off the west side of the SE¼NW¼ and NE¼SW¼ Section 36, Township 1 North, Range 2 West, Ute Meridian, beginning at the point where the Rio Grande Western Railroad right of way cuts the west line of the SE¼NW¼ of said Section 36, thence East 16 feet thence South to the Grand River, now the Colorado River, thence West 16 feet to the West line of NE¼SW¼ of Section 36, thence North to place of beginning.

Parcel 2: A strip of land thirty-three feet wide off the east side of the W½NW¼, and the East side of the NW¼SW¼ of Section 36, Township 1 North, Range 2 West, Ute Meridian, extending from the point where the said East line of the said W½NW¼ cuts the North line of right of way of the D & RGW R.R. thence South to the Grand River (now Colorado River)

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances, thereunto belonging; also the rents, issues and profits derived or to be derived out of said premises; (Beneficiary agrees that under the foregoing assignment of the rents, issues and profits, collection thereof will be enforced only upon the delinquency of first party in complying with the provisions of this Trust Deed; and, in any default thereof, the Beneficiary is authorized to assume the management and control of and to collect the rents from said property without an Order of Court).

IN TRUST NEVERTHELESS, That, in case of any default hereunder by first party or his successors in interest, the Beneficiary may file notice with party of the second part declaring such default and an election and demand that said property be advertised for sale and sold, in accordance with the Colorado Statutes in such case made and provided; and thereupon said party of the second part shall sell and dispose of said premises and all of the right, title and interest of the said party of the first part at public auction at the front door of the County Court House in the County of Mesa, State of Colorado, or on said premises, 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. It is specifically agreed that time is of the essence of this contract and if each and every stipulation, agreement, condition and covenant of said Note or of this Deed of Trust is not duly performed, complied with and abided by, then the balance of said note shall become due and payable forthwith, or at any time thereafter at the option of Beneficiary, and said property may be sold in the manner and with the same effect as if said indebtedness had matured.

THE SAID PARTY OF THE FIRST PART EXPRESSLY COVENANTS AND AGREES:

To promptly pay the principal and interest and other sums of money payable by virtue of said note and this deed of trust, on the days respectively that the same severally become due, and to promptly perform each and every stipulation, agreement and condition therein contained.

To keep the buildings on the premises insured against loss by fire and other hazards as required by the Beneficiary and for its benefit and to pay promptly all taxes, assessments, levies, water rents, and insurance premiums and all other liabilities, obligations and encumbrances as they become due.

To and hereby does warrant title to and possession of the encumbered premises; waives Homestead and other Exemptions; and further warrants that said premises are free and clear of all liens and encumbrances (except as herein specified): subject to all easements and road rights of way of record.

49 cont'd

That in the event of the failure of first party to keep said property, and the improvements thereon at all times in good repair, to pay promptly all taxes, insurance premiums, water rent, assessments, levies, liabilities, obligations, principal or interest on this or any other encumbrance on said real property, or to perform any other agreement, condition, stipulation or covenant, as herein provided, the Beneficiary may procure such things to be done at first party's cost and may make any reasonable expenditure or outlay incidental thereto, and any expenditures so made shall become an additional indebtedness hereto and be secured hereby.

That in case of default in the payment of the indebtedness hereby secured or in the performance of any obligation herein contained, the Beneficiary or the holder of a Certificate of Purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid and to the appointment of a Receiver for said property and of the rents, issues and profits thereof and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the party of the first part or the then owner of said property and without regard to the value thereof or the adequacy of any security for the debt; and such Receiver may be appointed by any Court of competent jurisdiction upon ex parte application, and without notice—notice being expressly waived—and all rents, issues and profits therefrom shall be applied by such Receiver subject to the orders of the Court, to the payment of the indebtedness hereby secured.

That, in the event of foreclosure and sale hereunder, attorney's fees in the sum of five per cent if made through the Public Trustee and a reasonable sum if made through the Courts, for legal services rendered in such proceeding or suit, shall be allowed by the Public Trustee or taxed by the court as part of the costs of foreclosure.

That in the event the ownership of the encumbered property or any part hereof, becomes vested in a person other than the first party, the Beneficiary may, without notice to the first party, deal with such new owner or owners with reference to this Deed of Trust, and the debt hereby secured in the same manner as with the first party without in anyway vitiating or discharging the first party's liability hereunder, or the indebtedness hereby secured.

That all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The said party of the first part has hereunto executed this Trust Deed the day and year first above written.

Leila Crow (Seal)
Leila Crow

Elton L. Crow (Seal)
Elton Crow

Douglas A. McMillen (Seal)
Douglas A. McMillen

Judith L. McMillen (Seal)
Judith L. McMillen

STATE OF COLORADO } ss.
County of Mesa.

The foregoing instrument was acknowledged before me this 25th day of June, 1973 by Elton Crow, Leila Crow, Douglas A. McMillen and Judith L. McMillen.

ARLENE R. HAYES NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.
My notarial commission expires 7-25-73

Arlene R. Hayes
Notary Public.

308.—CERTIFIED COPY OF ORDER.—THE C. P. HOECHEL BLANK BOOK & LITHO. CO., DENVER, COLO.

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 18 day of June, A. D. 1973, there were present:

Lawrence Aubert, Chairman,
Jack T. Wadlow, Commissioner,
Edwin S. Lamm, Commissioner,
, County Attorney,
, Clerk,
Doris T. Lomax, Deputy,

when the following proceedings, among others, were had and done, to-wit:

It was moved by Edwin S. Lamm, seconded by Jack T. Wadlow, and carried to adopt the following resolution adopting the revised map of the County Road System consisting of primary and secondary highways or roads as outlined in the county system:

RESOLUTION

WHEREAS, the County of Mesa, Colorado, has, in accordance with law, determined and designated a County Road System consisting of primary and secondary highways, or roads, has prepared a map of said system, did so adopt said system by Resolution as being the official Mesa County Road System effective December 31, 1953 and has filed said map with the Mesa County Clerk and sent a certified copy of the adopting resolution to the Colorado Department of Highways; and

WHEREAS, it has been determined that certain revisions of the county road system map are necessary to accurately show the additions to, and deletions from, the county road system that have transpired since the original adoption of said system;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY:

That the Board at its meeting on this 18 day of June, 1973, hereby adopt, effective on and after July 1, 1973 as its County Road System, those roads or highways shown on the map denominated as "Jan. 1, 1972 Revised County Road System of Mesa County," it being understood that maintenance of the roadways within subdivisions is to be at the existing level with any improvement of such roadways to be at the expense of the developer of the area or the abutting owner.

STATE OF COLORADO,
County of Mesa } ss.

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 25 day of June, A. D. 19 73

Annie M. Dunston
County Clerk.

Per ..... Deputy.

Time 4:40 Filed #1049561

JUN 25 1973

50

51 For the Plat of the revised map of the County Road System see entry # 51 in the yellow sheet attached to the cover sheet.

ORIGINAL

LOWER VALLEY RURAL FIRE PROTECTION DISTRICT MESA COUNTY, COLORADO	DECREE Dated June 12, 1973 Filed June 20, 1973 At 10:45 o'clock A. M.	#1049246 Book 998 Page 484

52.

---

1. Lower Valley Rural Fire Protection District be, and hereby is ordered and declared duly organized under the laws of the State of Colorado, as a governmental subdivision of said State and body corporate.

2. The corporate name of said District is and it shall hereafter be known LOWER VALLEY RURAL FIRE PROTECTION DISTRICT.

(Includes land under examination)

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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 18 day of June, A. D. 1973, there were present:

Lawrence Aubert, Chairman,
Jack T. Wadlow, Commissioner,
Edwin S. Lamm, Commissioner,
, County Attorney,
, Clerk,
Doris T. Lomax, Deputy,

53. when the following proceedings, among others, were had and done, to-wit:

It was moved by Edwin S. Lamm, seconded by Jack T. Wadlow, and carried to adopt the following resolution adopting the revised map of the County Road System consisting of primary and secondary highways or roads as outlined in the county system:

RESOLUTION

WHEREAS, the County of Mesa, Colorado, has, in accordance with law, determined and designated a County Road System consisting of primary and secondary highways, or roads, has prepared a map of said system, did so adopt said system by Resolution as being the official Mesa County Road System effective December 31, 1953 and has filed said map with the Mesa County Clerk and sent a certified copy of the adopting resolution to the Colorado Department of Highways; and

WHEREAS, it has been determined that certain revisions of the county road system map are necessary to accurately show the additions to, and deletions from, the county road system that have transpired since the original adoption of said system;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY:

That the Board at its meeting on this 18 day of June, 1973, hereby adopt, effective on and after July 1, 1973 as its County Road System, those roads or highways shown on the map denominated as "Jan. 1, 1972 Revised County Road System of Mesa County," it being understood that maintenance of the roadways within subdivisions is to be at the existing level with any improvement of such roadways to be at the expense of the developer of the area or the abutting owner.

#1049561 Filed June 25, 1973 At 4:40 o'clock P. M.

STATE OF COLORADO,
County of Mesa } ss.

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 25 day of June, A. D. 19 73

Annie M. Dunston
County Clerk.

Per Deputy.

54

For Plat of the revised map of the County Road System see Entry #54 in the yellow cover sheet at the end of this Abstract

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT 4:30 O'CLOCK P. M. SEP 12 1974
RECEPTION NO. 1076119 ANNE M. DUNSTON, RECORDER

State Documentary Fee
Date SEP 12 1974
$ No fee

WARRANTY DEED

ELTON CROW, LEILA CROW, DOUGLAS A. McMILLEN and JUDITH L. McMILLEN of the County of Mesa, State of Colorado, for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, in hand paid, hereby sell and convey to ELTON CROW and LEILA CROW, as joint tenants, of the County of Mesa and State of Colorado, the following real property in the County of Mesa, and State of Colorado, to-wit:

55

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (Now the Denver and Rio Grande Western Railroad), except the West 16 feet thereof.

The West Half of the Northeast Quarter of the Southwest Quarter, Except the West 16 feet thereof; the Northeast Quarter of the Northeast Quarter of the Southwest Quarter; and all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch.

no consideration EJB

Beginning at a point on the South line of the County Road North 53° West 3044 feet from a point whence the Southeast corner of said Section 36 bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 36, thence West along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter 42 feet, more or less to the Southwest corner thereof, thence North along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 36, 1080 feet, more or less to the South line of the County road, thence along the South line of the County Road, South 53°43" East 235 feet, more or less to the point of beginning;

All in Section 36, Township 1 North, Range 2 West of the Ute Meridian,

TOGETHER WITH any and all water, water rights, ditch and ditch rights belonging thereto or used in connection therewith including by way of example but not by way of limitation 77 shares of the capital stock of the Grand Valley Irrigation Company,

with all its appurtenances, and warrant the title to the same except as to that portion of the above described property which lies South of the North meander line of the East channel of the Colorado River as shown on Government Land Office Survey of September 11, 1923, of the meander of the right bank of the Colorado River and survey of island in Sections 35 and 36, Township 1 North, Range 2 West of the Ute Meridian which portion of said property is conveyed by Quit Claim Deed only and without warranty of title.

The following described parcels of property are also conveyed by Quit Claim Deed only and without warranty of title to-wit:

Parcel 1: A strip of land off the west side of the SE¼NW¼ and NE¼SW¼ Section 36, Township 1 North, Range 2 West, Ute Meridian, beginning at the point where the Rio Grande Western Railroad right of way cuts the west line of the SE¼NW¼ of said Section 36, thence East 16 feet thence South to the Grand River, now the Colorado River, thence West 16 feet to the West line of NE¼SW¼ of Section 36, thence North to place of beginning.

Book 1023 Page 829 Time 119 SEP 12 1974

No. 55. Cont.
Parcel 2: A strip of land thirty-three feet wide off the east side of the W½NW¼. and the East side of the NW¼SW¼ of Section 36, Township 1 North, Range 2 West, Ute Meridian, extending from the point where the said East line of the said W½NW¼ cuts the North line of right of way of the D & RGW R.R. thence South to the Grand River (now Colorado River)

All of the above described property is conveyed subject to all easements and road rights of way of record and subject also to the 1973 real property taxes due and payable in 1974 together with all 1974 water assessments and all subsequent real property taxes and water assessments.

Signed this 10th day of September, 1974.

Elton L. Crow
Elton Crow

Leila L. Crow
Leila Crow

Douglas A. McMillen
Douglas A. McMillen

Judith L. McMillen
Judith L. McMillen

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 11 day of September, 1974 by Elton Crow, Leila Crow, Douglas A. McMillen and Judith L. McMillen.

My commission expires: December 15, 1974
Witness my hand and official seal.

Joe E. McCoy
Notary Public

NOTARY PUBLIC JOE E. McCOY STATE OF COLORADO

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT 1:40 O'CLOCK P M. SEP 27 1974
RECEPTION NO. 1076943 ANNIE M. DUNSTON, RECORDER

BOOK 1024 PAGE 542

Form 108
Rev. 9-72

714965 9-0-564-C
FLB Loan No.

FIRST FARM AND RANCH MORTGAGE

The Federal Land Bank of Wichita

THIS INDENTURE, Made this 27th day of September, 19 74, between

Elton L. Crow and Leila H. Crow, his wife

hereinafter called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation, organized under the Federal Farm Loan Act of 1916, and now operating under the Farm Credit Act of 1971, hereinafter called mortgagee.

WITNESSETH: That mortgagor, for and in consideration of the making of a loan as described herein, mortgages to mortgagee all of the following real estate situate in the County of Mesa State of Colorado, to-wit:

See attached.

56.

Containing a total of 50.54 acres, more or less, but subject to existing easements, rights of way, and mineral interests or mineral leases owned by third persons under valid reservations or conveyances now of record.

Together with all privileges, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, including all water, irrigation and drainage rights of every kind and description, however evidenced or manifested, and all rights of way, apparatus and fixtures belonging to or used in connection therewith, whether owned by mortgagor at the date of this mortgage, or thereafter acquired; also abstracts or other evidence of title to the above described real estate.

This mortgage secures payment, in installments (the last due October 1, 1994) of a loan of $ 46,000.00, with interest, as evidenced by a promissory note of even date herewith. The note states the interest rates applicable to the principal sum, and provides for future changes in such interest rates.

Mortgagor hereby covenants and agrees with mortgagee as follows:

1. To be now lawfully seized of the fee simple title to all of said real estate; to have good right to sell and convey the same; that the same is free from all encumbrances; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.

2. To pay when due all payments provided for in the note secured hereby.

3. To pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed or levied against the property herein mortgaged.

4. To insure and keep insured buildings and other improvements now on, or which may hereafter be placed on, said premises, against loss or damage by fire and/or tornado, in companies and amounts satisfactory to mortgagee, any policy evidencing such insurance to be deposited with, and loss thereunder to be payable to, mortgagee as its interest may appear. At the option of mortgagor, and subject to general regulations of the Farm Credit Administration, sums so received by mortgagee may be used to pay for reconstruction of the destroyed improvement(s); or, if not so applied may, at the option of the mortgagee, be applied in payment of matured debt, or as extra payments on unmatured debt, in the manner provided in the note secured hereby.

5. To use the proceeds from the loan secured hereby solely for the purposes set forth in mortgagor's application for said loan.

6. Not to permit, either wilfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situate thereon, but to keep the same in good repair at all times; not to remove or permit to be removed from said premises any buildings or improvements situate thereon; not to commit or suffer waste to be committed upon the premises; not to cut or remove any timber therefrom or permit same, excepting such as may be necessary for ordinary domestic purposes; and not to permit said real estate to depreciate in value because of erosion, insufficient water supply or for inadequate or improper drainage or irrigation of said land.

7. Mortgagee may, at any time, without notice, release all or any part of the premises described herein, grant extensions and deferments, agree to and grant renewals and reamortizations of the debt or any part thereof, or release from personal liability any one or more parties who are or may become liable for the debt or any part thereof, without affecting the priority of this mortgage or the personal liability of mortgagor or any party liable or who may become liable for the payment of the lien hereof.

8. To reimburse mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which mortgagee may be obliged to defend or protect its rights or lien acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.

Tract I:

All that part of the SE¼ NW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian lying South of the right of way of the Rio Grande Western Railway (now the Denver and Rio Grande Western Railroad), except the West 16 feet thereof.

Tract II:

All that part of the W½ NE¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian lying North of the North meander line of the East Channel of the Colorado River as shown on the U. S. Government Land Office Survey of September 11, 1923, except the West 16 feet thereof.

Tract III:

NE¼ NE¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian.

Tract IV:

All that part of the SE¼ NE¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian which lies North of two intersecting lines, one of which lines is the North meander line of the East Channel of the Colorado River as shown on the U. S. Government Land Office Survey of September 11, 1923, and the other of which lines is the South line of the northerly-most drainage ditch which now traverses, or has in the past traversed said SE¼ NE¼ SW¼.

Tract V:

A tract in NW¼ NW¼ SE¼ and SW¼ SW¼ NE¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian described as beginning at a point on the South line of the County Road North 53° 43' West 3044 feet from a point whence the Southeast corner of said Section 36 bears South 1137 feet, thence South 10° 18' West 782 feet, thence South 2° 48' West 180 feet, more or less, to the South line of the NW¼ NW¼ SE¼ of said Section 36, thence West along the South line of said NW¼ NW¼ SE¼ 42 feet, more or less, to the Southwest corner thereof, thence North along the West line of the NW¼ NW¼ SE¼ and along the West line of the SW¼ SW¼ NE¼ of said Section 36, 1080 feet, more or less, to the South line of the County Road, thence along the South line of the County Road South 53° 43' East 235 feet, more or less, to the point of beginning.

Together with 77 shares of stock of the Grand Valley Irrigation Company.

No. 56 cont'd Mortgagor also mortgages to mortgagee, subject to existing encumbrances of record, all of the following described real estate situated in the County of Mesa, State of Colorado, to wit:

Tract A:

All that part of SE¼ NE¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian lying South of the North meander line of the East Channel of the Colorado River as shown on U. S. Government Land Office Survey of September 11, 1923 and lying North of the South line of the northerly-most drainage ditch which now traverses or has in the past traversed said SE¼ NE¼ SW¼.

Tract B:

All that part of W½ NE¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian lying South of the North meander line of the East Channel of the Colorado River as shown on the U. S. Government Land Office Survey of September 11, 1923 and lying North of the Northerly boundary line of U. S. Highway I-70.

Tract C:

A strip of land on the West side of the SE¼ NW¼ and NE¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian described as beginning at the point where the Rio Grande Western Railroad (now the Denver and Rio Grande Western Railroad) right of way intersects the West line of the SE¼ NW¼ of said Section 36, thence East 16, feet, then South to the Grand River, now known as the Colorado River, thence West 16 feet to the West line of NE¼ SW¼ of said Section 36, thence North to the point of beginning.

Tract D:

A strip of land 33 feet wide along the East side of the W½ NW¼ and the East side of the NW¼ SW¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian extending from the point where the East line of the said W½ NW¼ intersects the North line of the Denver and Rio Grande Western Railroad right of way, thence South to the Grand River, now known as the Colorado River.

Tract E:

A tract of land in Section 2, Township 1 South, Range 1 West of the Ute Meridian described as beginning at a point 30 feet North and 100 feet East of the Southwest corner of the SE¼ SW¼ of said Section 2, thence East 85 feet, thence North 127.8 feet, thence West 85 feet, thence South to the point of beginning.

This mortgage is subject to the Farm Credit Act of 1971 and all acts amendatory thereof or supplemental thereto.

In the event mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed against property herein mortgaged, or fails to maintain insurance as hereinbefore provided, mortgagee may make such payments or provide such insurance, and each amount advanced therefor shall become a part of the debt secured hereby but shall be immediately due and shall bear interest from the date of advance to the date of payment as provided in the note secured hereby. Mortgagee shall be the sole judge of the legality, necessity or propriety of making such payments or providing such insurance.

Mortgagor hereby transfers, assigns, sets over and conveys to mortgagee all rents, royalties, bonuses and delay moneys that may from time to time become due and payable under any oil and gas or other mineral lease of any kind now existing, or that may hereafter come into existence, covering the above described land, or any portion thereof, and any sums which are now payable, or which at any time in the future may become payable to mortgagor, or successors, in settlement and satisfaction of all claims, injuries, and damages of whatsoever kind, nature or character, growing out of, incident to, or in connection with the production, exploration, drilling, operating or mining for minerals (including, but not limited to oil and gas and related minerals) on the above described real estate, or any portion thereof, and mortgagor agrees to execute, acknowledge and deliver to mortgagee such instruments as mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay moneys, claims, injuries and damages. All such sums so received by mortgagee shall be applied: first, to the payment of the matured portion of the debt, including interest, and, second, the balance if any as extra payments upon the unmatured portion of the debt, in the manner provided in the note secured hereby; or mortgagee may, at its option, turn over and deliver to the then owner of said lands, either in whole or in part, any or all such sums, without prejudice to its rights to take and retain any future sum or sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to mortgagee of the aforementioned payments shall be construed to be a provision for the payment or reduction of the debt, subject to mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon release of the mortgage of record, this conveyance shall become inoperative and of no further force and effect.

In the event of foreclosure of this mortgage, mortgagee shall be entitled to the abstracts or other evidence of title and to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

In the event mortgagor defaults with respect to any covenant or condition hereof, then, at the option of mortgagee, the debt secured hereby shall forthwith become due and bear interest as provided for in the above described note and this mortgage shall become subject to foreclosure: Provided, however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof. In like manner and with like effect, mortgagee at its option may declare the debt immediately due in the event of change of ownership of the security, unless mortgagee has given its written consent to such change, or unless such change is the direct result of death of mortgagor. "Change of ownership" shall be deemed to include voluntary or involuntary transfer of title to the security or any portion thereof or any interest therein, and, if mortgagor is a corporation or other legal entity, any change of entity structure, control, operations or ownership which would render mortgagor ineligible to borrow from mortgagee under regulations of the Farm Credit Administration. In the absence of its written consent, the option of mortgagee to accelerate the debt because of change of ownership shall continue for a period of sixty days after it has received actual notice in writing of such change (regardless of whether such change appears as a matter of public record), and shall then expire.

Mortgagor hereby waives notice of election to declare the debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisement laws. Mortgagor also waives all rights of redemption as to any corporation which becomes a successor or assign of mortgagor, and, if mortgagor is a corporation, waives its own rights of redemption.

The covenants and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

No. 56 cont'd

Elton L. Crow

Elton L. Crow

Leila H. Crow

Leila H. Crow

NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGMENT

STATE OF Colorado, COUNTY OF Mesa, SS.

The foregoing instrument was acknowledged before me this 27th day of September, 1974, by

Elton L. Crow and Leila H. Crow, his wife

My Commission Expires: July 23, 1978

Robert D. Hoffman
Notary Public

Loan No. 1076943

FIRST FARM AND RANCH MORTGAGE

To

THE FEDERAL LAND BANK OF WICHITA

STATE OF COLORADO
COUNTY OF MESA) SS.

This instrument was filed for record on the ____ day of SEP 27 1974, 19____, at 1:40 o'clock P.M., Reception No. 1076943, and duly recorded in Book 1024 of ____ at Page 542

Annie M. Dunaway
County Clerk and Recorder
Register of Deeds

Federal Land Bank

State of Colorado } Recorded at 1:25 o'clock P.M. SEP 30 1974 BOOK 1024 PAGE 602
County of Mesa } ss. Reception No. 1077019 Annie M. Dunston, Clerk and Recorder

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

ELTON CROW, LELIA CROW, DOUGLAS A. McMILLEN and JUDITH L. McMILLEN

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 25th day of June, A.D. 19 73, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 25th day of June, A.D. 1973, in book 998 of said County records, on page 792, conveyed to the Public Trustee in said County of Mesa, certain real estate in said Deed of Trust described in trust to secure to the order of

S. L. BEAVER and HATTIE MAE BEAVER, in joint tenancy

the payment of the indebtedness mentioned therein.

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

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

All that property conveyed in trust, in and by Document No. 1049548 as recorded in the office of the County Clerk and Recorder of said Mesa County, Colorado, in Book and at Page aforesaid.

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 thereunto belonging forever. And further, that the said Trust Deed is, by these presents, to be considered as fully and absolutely released, cancelled and forever discharged.

WITNESS my hand and seal, this 30th day of September, A.D. 19 74

SEAL MESA COUNTY COLORADO

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

STATE OF COLORADO, County of Mesa } ss. The foregoing instrument was acknowledged before me this 30th day of September, 19 74, by Donald W. Kanaly as the Public Trustee in said County of Mesa, Colorado.
Witness my hand and Official Seal.

My Commission expires April 21, 1977.

Gena M. Harrison
Notary Public.

GENA M. HARRISON NOTARY PUBLIC STATE OF COLORADO

The Public Trustee in said County of Mesa:

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

The legal holder of the indebtedness secured by said Deed of Trust.

By

Time 1:25 Book 1024 Page 602 #1077019 SEP 30 1974

Transamerica Title Insurance Co

A duly licensed and bonded abstracter, 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 -5- entries numbered 47 to 51 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 June 7th, 1973, at 8:00 o'clock A. M.

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

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

EXCEPT instruments pertaining to the County subdivision regulations of Mesa County and any amendments thereto, recorded or filed subsequent to March 8th, 1973, are not shown.

Dated this 26th day of June, A.D., 19 73, at 8 o'clock A.M.

Transamerica Title Insurance Co

By Richard B Wilkins

Authorized Signature

TRANSAMERICA TITLE INSURANCE COMPANY · CALIFORNIA · INCORPORATED MAY 23, 1910

Transamerica Title Insurance Co

MESA COUNTY BRANCH

531 ROOD AVENUE

GRAND JUNCTION, COLORADO

Abstract No. 83649"A"

E X H I B I T "A"

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (now the Denver and Rio Grande Western Railroad), EXCEPT the West Sixteen (16) feet thereof.

The West Half of the Northeast Quarter of the Southwest Quarter, EXCEPT the West Sixteen (16) feet thereof; The Northeast Quarter of the Northeast Quarter of the Southwest Quarter; And all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch.

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section Thirty-six (36) bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section Thirty-six (36), thence West along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter 42 feet, more or less to the Southwest corner thereof, thence North along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section Thirty-six (36) 1080 feet, more or less to the South line of the County Road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less, to the point of beginning;

ALL in Section Thirty-six (36), Township One (1) North, Range Two (2) West of the Ute Meridian.

Transamerica Title Insurance Company

A duly licensed and bonded abstracter, 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 -6- entries numbered 52 to 57 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 June 26, 1973, at 8:00 o'clock A.M.

(For Description of Property see E X H I B I T " A " Attached Hereto)

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

EXCEPT instruments pertaining to the County subdivision regulations of Mesa County and any amendments thereto, recorded or filed subsequent to March 8th, 1973, are not shown.

Dated this 1st day of October, A.D., 19 74, at 8 o'clock A.M.

Transamerica Title Insurance Company

By Richard B. Williams
Authorized Signature

TRANSAMERICA TITLE INSURANCE COMPANY · INCORPORATED MAY 23, 1910 · CALIFORNIA

Transamerica Title Insurance Company

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 87551

E X H I B I T " A "

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (now the Denver and Rio Grande Western Railroad), EXCEPT the West Sixteen (16) feet thereof.

The West Half of the Northeast Quarter of the Southwest Quarter, EXCEPT the West Sixteen (16) feet thereof; The Northeast Quarter of the Northeast Quarter of the Southwest Quarter; And all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch.

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section Thirty-six (36) bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section Thirty-six (36), thence West along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter 42 feet, more or less to the Southwest corner thereof, thence North along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section Thirty-six (36) 1080 feet, more or less to the South line of the County Road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less, to the point of beginning;

ALL in Section Thirty-six (36), Township One (1) North, Range Two (2) West of the Ute Meridian.

9810

Form D-27
(R 1/77)

COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT
DIVISION OF EMPLOYMENT AND TRAINING
251 E. 12th Avenue
Denver, Colorado 80203

NOTICE OF CLAIM OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the State of Colorado, DEPARTMENT OF LABOR AND EMPLOYMENT, Division of Employment and Training, having fulfilled all the statutory requirements of notice
58. and demand for contributions due and unpaid under Chapter 8, Colorado Revised Statutes of 1976, known as the Colorado Employment Security Act, as amended, does hereby claim a first and prior lien, as provided in said law, against all of the property both real and personal, located in

Mesa County, State of Colorado, of

account number 099679.00-0 Judith L. McMillen, Childrens Cottage, 441 Kennedy Avenue,

Grand Junction, CO 81501

and employer as defined in said Act, in the following amount:

1974 -	1st Quarter Interest	$ 1.70
	Penalty	5.00
	2nd Quarter Interest	1.43
	Penalty	5.00
	3rd Quarter Interest	1.27
	Penalty	5.00
	4th Quarter Interest	1.13
	Penalty	5.00
1975 -	2nd Quarter Contribution	41.10
	3rd Quarter Interest	.04
	Penalty	5.00

Total Contribution Due $71.67

ALSO INDEX IN CHATTELS

Statutory interest to be added and computed upon delinquencies from date due to date of payment at nine percent (9%) per annum.

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) SS

Max Lucero, being first duly sworn upon oath deposes and says: That he is a duly qualified representative of the State of Colorado, Department of Labor and Employment, Division of Employment and Training; that he has read the foregoing Notice of Claim of Lien and knows the contents thereof; that the same is true of his own knowledge except as to the matters which are therein stated on his information and belief and as to those matters, he believes them to be true.

Max Lucero

Subscribed and sworn to before me this 14th day of March 1977.

Christine Sotraitsch
Notary Public

My commission expires My Commission expires July 11, 1977

Time 10:25 Filed #1127618 2/3/78

MAR 16 1977

ABSTRACT CERTIFICATE

TRANSAMERICA TITLE INSURANCE COMPANY, a duly licensed and bonded abstracter, 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 -1- entries numbered 58 to --- constitute a true and correct abstract of all instruments on file or of record in the office of the Clerk and Recorder of Mesa County, Colorado, affecting the title to the following described land subsequent to

October 1, 1974, at 8:00 o'clock A. M

Description:

(For description of property, see EXHIBIT A attached hereto.)

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

EXCEPT instruments pertaining to the County subdivision regulations of Mesa County and any amendments thereto, recorded or filed subsequent to March 8th, 1973, are not shown.

ORDER NUMBER 94810

Date: May 9, 1977 at 8:00 A.M.

Transamerica Title Insurance Company

By Karen Anderson
Authorized Signature

TRANSAMERICA TITLE INSURANCE COMPANY · CALIFORNIA · INCORPORATED MAY 23, 1910 -1-

E X H I B I T "A"

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (now the Denver and Rio Grande Western Railroad), EXCEPT the West Sixteen (16) feet thereof.

The West Half of the Northeast Quarter of the Southwest Quarter, EXCEPT the West Sixteen (16) feet thereof; The Northeast Quarter of the Northeast Quarter of the Southwest Quarter; And all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch.

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section Thirty-six (36) bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section Thirty-six (36), thence West along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter 42 feet, more or less to the Southwest corner thereof, thence North along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section Thirty-six (36) 1080 feet, more or less to the South line of the County Road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less, to the point of beginning;

ALL in Section Thirty-six (36), Township One (1) North, Range Two (2) West of the Ute Meridian.

AUG 10 1977

1120193

1115 696

Mesa Documentary Fee
Date AUG 10 1977

WARRANTY DEED

ELTON L. CROW and LEILA H. CROW, husband and wife, of the County of Mesa, State of Colorado, for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, in hand paid, hereby sell and convey to CITY OF GRAND JUNCTION, a Colorado Municipal Corporation, and COUNTY OF MESA in the State of Colorado, whose address is Grand Junction, Colorado, the following real property in the County of Mesa, and State of Colorado, to-wit:

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (Now the Denver and Rio Grande Western Railroad), except the West 16 feet thereof.

59

The West Half of the Northeast Quarter of the Southwest Quarter, Except the West 16 feet thereof; the Northeast Quarter of the Northeast Quarter of the Southwest Quarter; and all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch.

Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section 36 bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 36, thence West along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter 42 feet, more or less to the Southwest corner thereof, thence North along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 36, 1080 feet, more or less to the South line of the County road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less to the point of beginning;

All in Section 36, Township 1 North, Range 2 West of the Ute Meridian,

TOGETHER WITH any and all water, water rights, ditch and ditch rights belonging thereto or used in connection therewith including by way of example but not by way of limitation 77 shares of the capital stock of the Grand Valley Irrigation Company,

with all its appurtenances, and warrant the title to the same except as to that portion of the above described property which lies South of the North meander line of the East channel of the Colorado River as shown on Government Land Office Survey of September 11, 1923, of the meander of the right bank of the Colorado River and survey of island in Sections 35 and 36, Township 1 North, Range 2 West of the Ute Meridian which portion of said property is conveyed by Quit Claim Deed only and without warranty of title.

The following described parcels of property are also conveyed by Quit Claim Deed only and without warranty of title, to-wit:

Parcel 1: A strip of land off the west side of the SE¼NW¼ and NE¼SW¼ Section 36, Township 1 North, Range 2 West, Ute Meridian, beginning at the point where the Rio Grande Western Railroad right of way cuts the west line of the SE¼NW¼ of said Section 36, thence East 16 feet thence South to the Grand River, now the Colorado River, thence West 16 feet to the West line of NE¼SW¼ of Section 36, thence North to place of beginning.

Parcel 2: A strip of land thirty-three feet wide off the east side of the W½NW¼, and the East side of the NW¼SW¼ of Section 36, Township 1 North, Range 2 West, Ute Meridian, extending from the point where the said East line of the said W½NW¼ cuts the North line of right of way of the D & RGW R.R. thence South to the Grand River (now Colorado River).

All of the above described property is conveyed subject to all easements and road rights of way of record and subject also to the 1977 real property taxes due and payable in 1978, together with all 1978 water assessments and all subsequent real property taxes and water assessments.

59 Cont'd

Signed this 9th day of August, 1977.

Elton L. Crow
Elton L. Crow

Leila H. Crow
Leila H. Crow
Husband and Wife

EARL WARNER NOTARY PUBLIC STATE OF COLORADO

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

The foregoing instrument was acknowledged before me this 9th day of August, 1977, by Elton L. Crow and Leila H. Crow, husband and wife.

My commission expires: My Commission expires Jan. 13, 1981

Witness my hand and official seal.

Earl Warner
Notary Public

BOOK 1116 PAGE 980

FLB 722
Rev. 10-75

RELEASE OF REAL ESTATE MORTGAGE
The Federal Land Bank of Wichita

714945 9-0 564 C
FLB Loan No.

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, The Federal Land Bank of Wichita, Wichita, Kansas, a corporation (hereinafter referred to as the Bank), does hereby release, discharge and cancel that certain real estate mortgage dated September 27, 19 74, executed by Elton L. Crow and Leila H. Crow, his wife as mortgagor(s), in favor of the Bank, as mortgagee, securing a note for $ 46,000.00, which said mortgage is recorded as Document or Reception No. 1076943, in Book 1024 at Page 542, of the mortgage records of Hasa County, State of Colorado, and covers the real estate situated in said County as described in said mortgage, ~~[illegible]~~

60

AUG 22 1977

WITNESS the signature of the Bank signed by its duly authorized officers and its corporate seal hereon impressed August 16

THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation

By H. B. Wolfe
H. B. Wolfe, Vice President

ATTEST:

Deryl Hunter
Deryl Hunter, Assistant Secretary

THE FEDERAL LAND BANK OF WICHITA DISTRICT NO. 9 SEAL

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF SEDGWICK, SS.
Before me, the undersigned, a Notary Public in and for said County and State, on August 16, 19 77, personally appeared H. B. Wolfe, to me personally known and known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set for and specified therein.

WITNESS my hand and seal the day and year last above written.

CHLORIS CHAPMAN
Sedgwick County, KS
My Appt. Exp. Dec. 17, 1979

Chloris Chapman
Chloris Chapman, Notary Public

STATE OF _____ COUNTY OF _____ SS. This instrument was filed for record in the office of _____ of said County, on _____, 19 ___, at _____ o'clock ___m., and duly recorded in Book _____ of _____ at Page _____.

County Clerk and Recorder or Register of Deeds

Form D-22
(R 4/77)

STATE OF COLORADO
DEPARTMENT OF LABOR AND EMPLOYMENT
DIVISION OF EMPLOYMENT AND TRAINING
251 E. 12th Avenue
Denver, Colorado 80203

BOOK 1119 PAGE 449

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT 7:58 O'CLOCK P.M.
RECEPTION NO. 1141615 MESA COUNTY, COLORADO

SEP 12 1977

NOTICE OF RELEASE OF LIEN CLAIM

NOTICE is hereby given that the Claim of Lien filed on film _____, or in book _____ page _____, or reception number 1127618 on or about the 16th day of March, 19 77, on behalf of the State of Colorado, Division of Employment and Training, by Max Lucero, a duly qualified representative thereof against all of the property, both real and personal of Judith L. McMillen, Childrens Cottage, 441 Kennedy Avenue, Grand Junction, CO 81501

account number 099679.00-0 within Mesa County, Colorado, in the sum of $71.67, has been fully satisfied, and said Claim of Lien is hereby released this 6th day of September, 19 77.

Max Lucero, Delinquent Accounts Manager
Unemployment Insurance Tax

STATE OF COLORADO
CITY AND COUNTY OF DENVER } ss

The foregoing instrument was acknowledged before me this 6th day of September, 19 77, by Max Lucero, Delinquent Accounts Manager, Unemployment Insurance Tax.

WITNESS my hand and official seal.

Notary Public

My commission expires:
[illegible] 1981

61

ABSTRACT CERTIFICATE

TRANSAMERICA TITLE INSURANCE COMPANY, a duly licensed and bonded abstracter, 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 -3- entries numbered 59 to 61 constitute a true and correct abstract of all instruments on file or of record in the office of the Clerk and Recorder of Mesa County, Colorado, affecting the title to the following described land subsequent to

May 9, 1977, at 8:00 o'clock A.M.

Description:

(For description of property, see EXHIBIT A attached hereto.)

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

EXCEPT instruments pertaining to the County subdivision regulations of Mesa County and any amendments thereto, recorded or filed subsequent to March 8th, 1973, are not shown.

ORDER NUMBER 2-94810

Date: September 13, 1977 at 8:00 A.M.

Transamerica Title Insurance Company

TRANSAMERICA TITLE INSURANCE COMPANY INCORPORATED MAY 23, 1910 CALIFORNIA -3-

By Karen Anderson
Authorized Signature

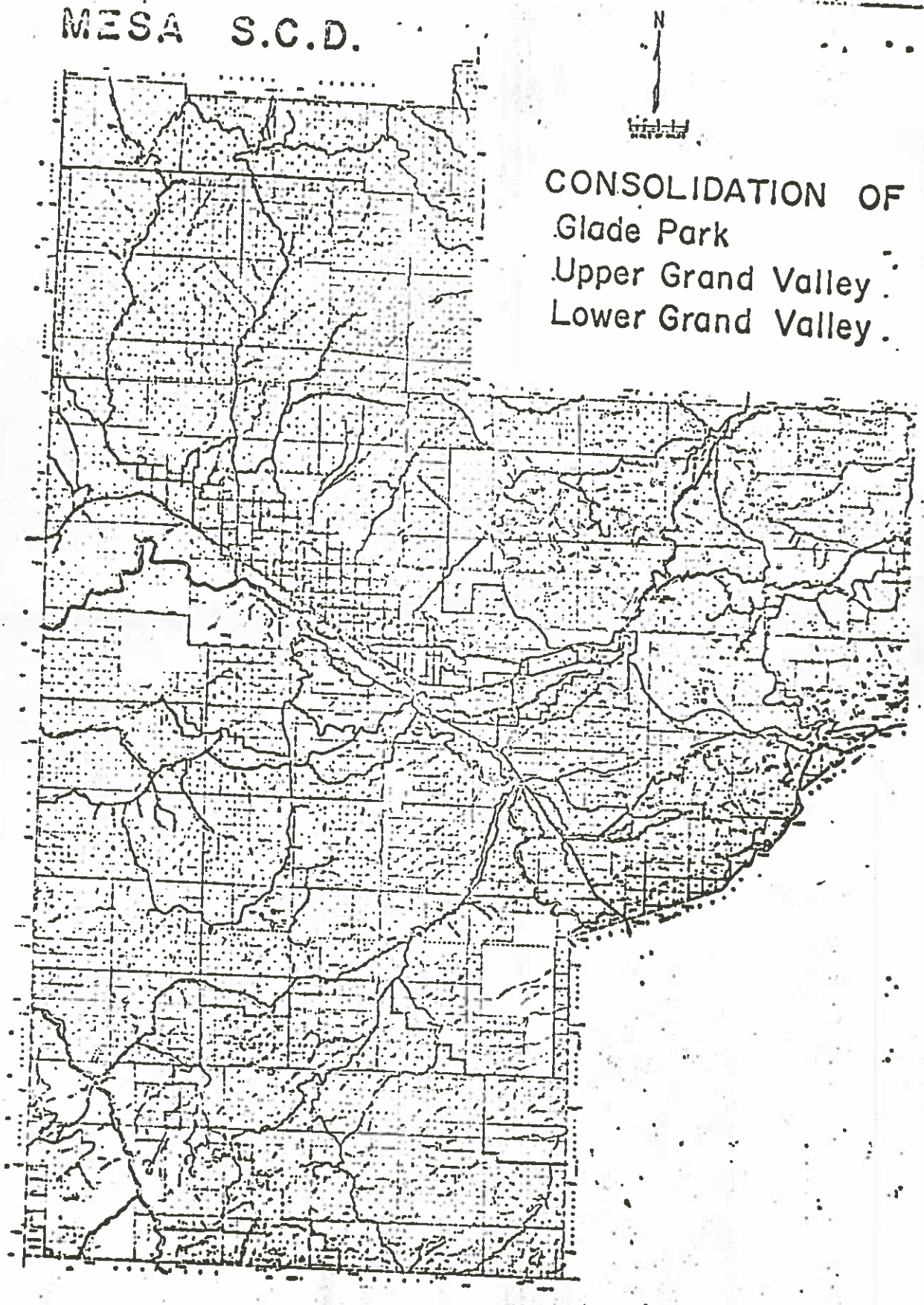
E X H I B I T "A"

All that part of the Southeast Quarter of the Northwest Quarter lying South of the right of way of the Rio Grande Western Railway (now the Denver and Rio Grande Western Railroad), EXCEPT the West Sixteen (16) feet thereof.

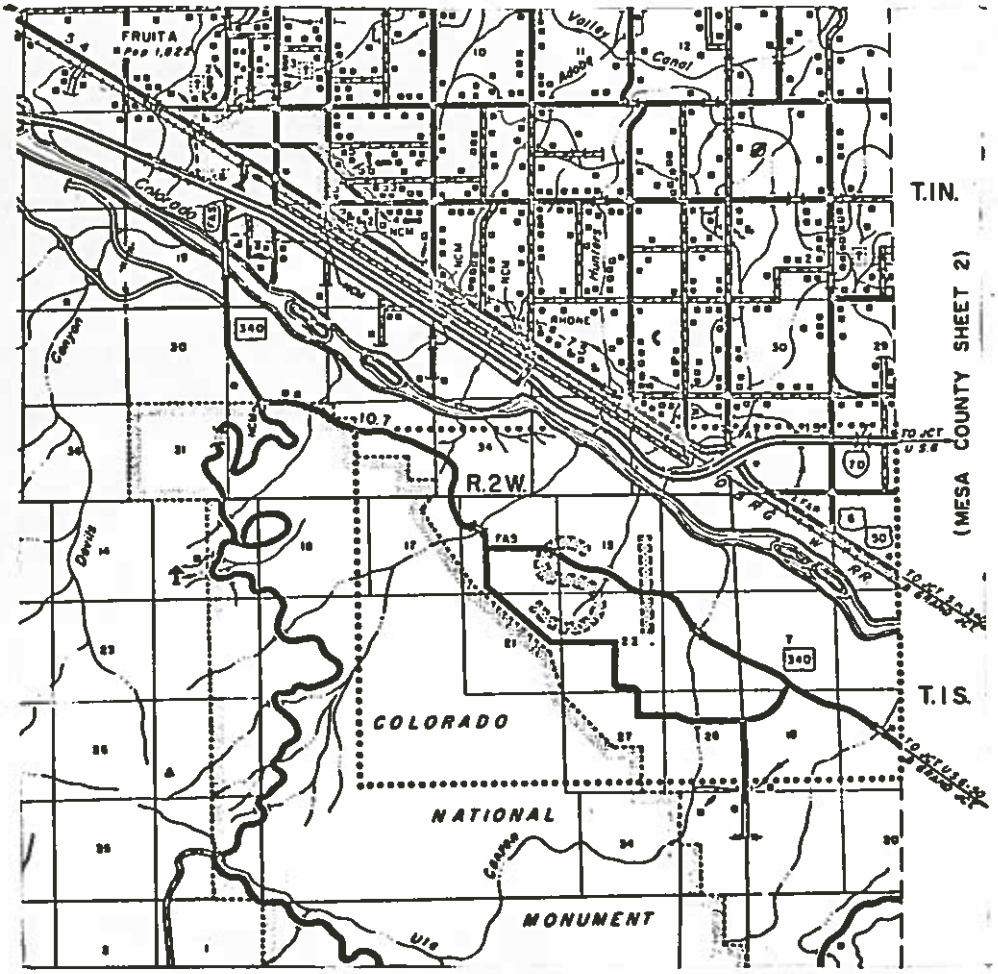
The West Half of the Northeast Quarter of the Southwest Quarter, EXCEPT the West Sixteen (16) feet thereof; The Northeast Quarter of the Northeast Quarter of the Southwest Quarter; And all that part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter lying North of the South line of the drain ditch.

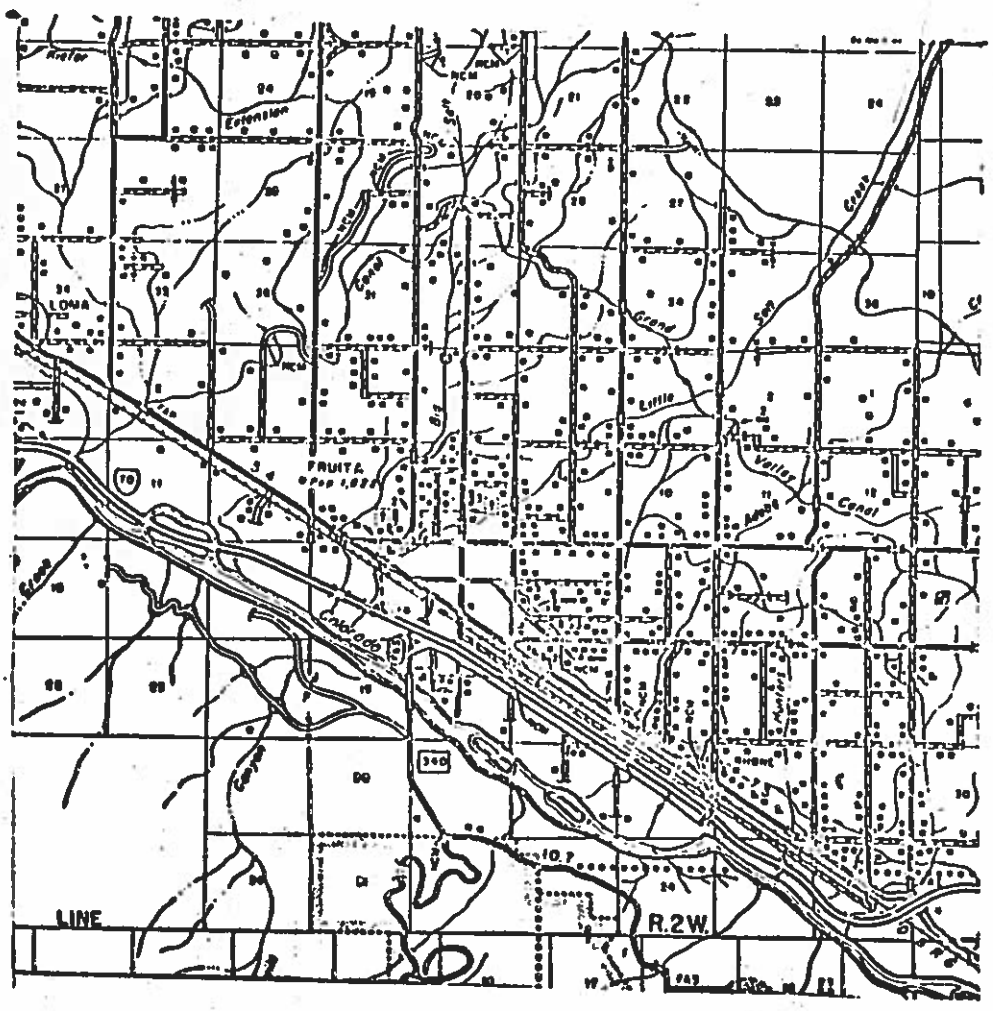
Beginning at a point on the South line of the County Road North 53°43' West 3044 feet from a point whence the Southeast corner of said Section Thirty-six (36) bears South 1137 feet, thence South 10°18' West 782 feet, thence South 2°48' West 180 feet, more or less to the South line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section Thirty-six (36), thence West along the South line of said Northwest Quarter of the Northwest Quarter of the Southeast Quarter 42 feet, more or less to the Southwest corner thereof, thence North along the West line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter and along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section Thirty-six (36) 1080 feet, more or less to the South line of the County Road, thence along the South line of the County Road, South 53°43' East 235 feet, more or less, to the point of beginning;

ALL in Section Thirty-six (36), Township One (1) North, Range Two (2) West of the Ute Meridian.


MESA S.C.D.
N
CONSOLIDATION OF
Glade Park
Upper Grand Valley
Lower Grand Valley

29


FRUITA
Valley
Canal
Colorado
Canyon
Devils
Canyon
T.1N.
(MESA COUNTY SHEET 2)
R.2W.
T.1S.
COLORADO
NATIONAL
MONUMENT
Ute
340
70
6
50



The above is a portion of the Plat of the revised map of the County road system.