

No 3941 32074  
Melrose C-23513  
Parks C-1874  
C-1891  
35236

# ABSTRACT OF TITLE

TO

W 3/4 NE 1/4 NE 1/4 SE 1/4, Sec. 12, Twp. 1S,  
Range 1W. U.M. Mesa County Colorado

*Blue to title*  
*from original*

*mead*  
*Melrose*

*Barbours land Co.*  
*Grand pt Colo*

Prepared by

**The Mesa County Abstract Co.**

Member of Colorado and American Title Associations

128 North Fifth Street

GRAND JUNCTION, MESA COUNTY, COLO.

7-49 1M Wilson & Young



96

THE MESA COUNTY

ABSTRACT COMPANY.

GRAND JUNCTION, COLO.

ESTABLISHED 1885.

INCORPORATED 1893.

The only Abstracters of Title in Mesa County, Colorado.

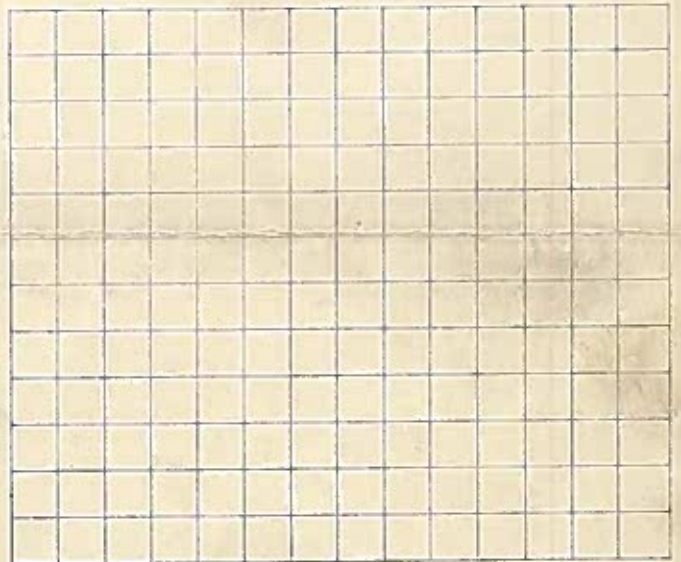
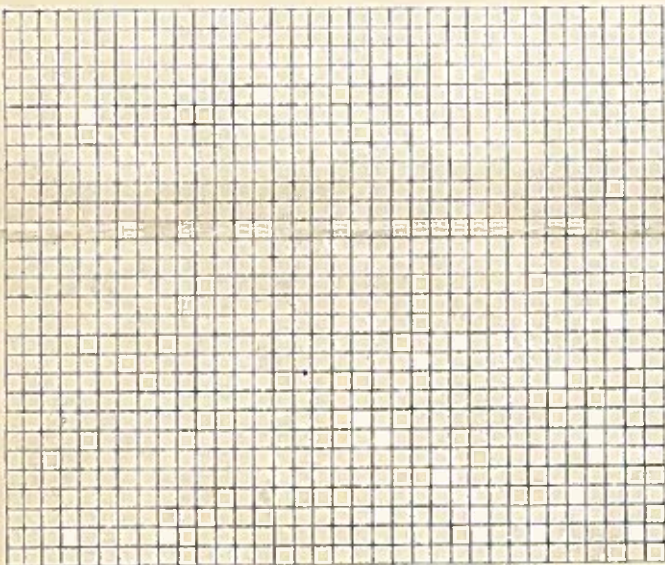
ABSTRACT OF TITLE

TO

The NE 1/4 of the NE 1/4 of the  
NE 1/4 of Section 12. T<sub>1</sub> South of R 1  
West 11th Meridian.

SITUATE IN

MESA COUNTY, STATE OF COLORADO.



Lots 1 to 7 inc. Block 1 Melrose Sub.  
Lots 9 to 15 inc.



Book 10.  
Page 60.  
May 29<sup>th</sup> 1883  
at 9<sup>th</sup> A.M.

U. S. Receiver  
to  
John Canton  
160 acres (Signed)  
Gunnison Co. Colad.

Receiver's Receipt May 2<sup>nd</sup> 1883  
\$200 being in full for the  
SE 1/4 Sec. 12 Tp 1 S of R 1  
W 1/2 Meridian containing  
Fred J. Leonard, Receiver

Book 10  
Page 49  
Dec 5<sup>th</sup> 1891  
at 9<sup>th</sup> A.M.  
(2)

John Canton Jr  
to  
Benton Canon  
place name and  
+ Execute good and sufficient deeds of conveyance  
for the SE 1/4 Sec. 12 Tp 1 S of R 1 W 1/2 M.  
+ Water. Etc. Oct 23<sup>rd</sup> 1891 before George J. Hoffman  
N.P. Cook County Ill (Seal)

Power of Attorney, Nov 23<sup>rd</sup> 1891  
appointing the said Benton  
Canon his true and lawful  
attorney for him and in his  
stead to sign, acknowledge  
+ Execute good and sufficient deeds of conveyance  
for the SE 1/4 Sec. 12 Tp 1 S of R 1 W 1/2 M.  
+ Water. Etc. Oct 23<sup>rd</sup> 1891 before George J. Hoffman  
N.P. Cook County Ill (Seal)

Book 27  
Page 526.  
Dec 29<sup>th</sup> 1891  
at 2<sup>nd</sup> P.M.  
(3)

John Canton Jr  
to  
The State  
unto Benton Canon full power to act as my  
agent, and in my name to sell and convey  
the SE 1/4 Sec. 12. Tp 1 S of R 1 W 1/2 M. Act Dec  
14<sup>th</sup> 1891 before George J. Hoffman N.P. Cook Co  
Ill. (Seal)

Revocation Resolving power of  
Attorney dated Nov 28<sup>th</sup> 1891  
recorded in Book 10 at page  
49, giving and granting  
unto Benton Canon full power to act as my  
agent, and in my name to sell and convey  
the SE 1/4 Sec. 12. Tp 1 S of R 1 W 1/2 M. Act Dec  
14<sup>th</sup> 1891 before George J. Hoffman N.P. Cook Co  
Ill. (Seal)

Book 11  
Page 143  
July 4<sup>th</sup> 1892  
at 3<sup>rd</sup> P.M.  
(4)

The United States  
to  
John Canton  
and accued Water Rights.

Patent; July 28<sup>th</sup> 1891. Conveys:  
the SE 1/4 Sec. 12. Tp 1 S of  
R 1 W 1/2 M. Containing 160  
acres. Subject to any vested  
Rights.



Book 9.  
Page 68  
(5)

Treasurer of Mesa  
County  
to  
Mesa County

Tax Sale, Dec 21, 1896. \$21.60  
Sold: NE NE+ SE+ Sec 12  
Tp 1 S of TR 17 W Mt M.  
Redeemed July 3, 1899 by  
John Carlton.

The Mesa County Abstract Company hereby certifies that the foregoing (consisting of 5

Five

entries,

is a full and complete abstract of each and every instrument of record or on file in the office of the 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, or any part thereof, or the title thereto.

Dated at Grand Junction, Colorado, 26<sup>th</sup> day of

Sept 1898, at 5<sup>00</sup> o'clock P. M.

THE MESA COUNTY ABSTRACT CO.

By Henry Nichols  
MANAGER

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

The NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 12, in Township 1 South, Range 1 West of the Ute Meridian, in Mesa County, Colorado.

From date September 26th 1898 at 5 P.M.

(Note: Entries Number 6 and 7 are photographic copies of the record )<sup>o</sup>

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WITNESSES: JAMES H. HARRIS, Colorado, and J. W. HARRIS, City of Boulder

A. B. HARRIS

THE SHERMAN-BROTHERS AND TITLE COMPANY

Per

Manager



Book 64

page 3

KNOW---CONTRACT.

ALLEN M'CLURE ---To--- ALLEN M'CLURE.

Filed for Record September 27th, 1905 at 4:50 o'clock P.M.

Henry Nichols, Recorder.

CONTRACT FOR THE SALE OF REAL ESTATE.

This contract made and entered into this 15th day of March, 1905 by and between John Cantlon of the county of Cook and state of Ill. party of the first part, and A. McClure of the county of Mesa state of Colorado party of the second part witnesses that the party of the first part for the consideration and conditions hereinafter named, hereby agrees to sell to the party of the second part the following described land or parcel of land to-wit: The Northeast quarter (1/4) of the Northeast quarter (1/4) of the Northeast quarter (1/4) of Section Twelve (12) Township one (1) South Range one (1) West of the 2d P.M. together with fifteen (15) shares of Stock in the Grand Valley Ditch Co. (to in and), for the sum of Five Hundred Dollars (\$500) pay-

(6)

able in five (5) installments at the delivery of this contract the receipt of which is hereby acknowledged. Fifty Dollars (\$50) on the fifteenth day of March 1905. Fifty Dollars (\$50) on the fifteenth day of March 1906. Fifty Dollars (\$50) on the fifteenth day of March 1907. Fifty Dollars (\$50) on the fifteenth day of March 1908 and Two Hundred and Fifty Dollars (\$250) on the fifteenth day of March 1909. All of said payments to be made payable "on or before" and to draw interest at the rate of six percent per annum, payable annually, said deferred payments being evidenced by notes of even date herewith, and for like amounts, and for same time and rate of interest as above specified.

Said party of the first part further agrees to furnish an Abstract of the title to said land showing the same to be perfect, not free and clear of all Liens and Incumbrance at the date of this contract except

Said party of the first part further agrees that when this contract shall have been fulfilled in all of its requirements he will at his own expense, make and deliver to said party of the second part, a good and sufficient Deed, conveying the above described land to the party of the second part, with all the usual covenants of warranty.

The party of the second part agrees to make the above payments as above specified, without default at the times mentioned, and to pay all the taxes on the said land and the assessments on said water stock at the same shall become due, and he further agrees to improve said land as fast as practicable.

It is mutually agreed that in the event of the failure of this contract and in case of the failure of the party of the second part to make any or all of the payments, either principal or interest or the taxes or assessments or to perform any of the covenants on his part hereby made and entered into, then this contract shall at the option of the party of the first part be fulfilled and determined, and the party of the second part shall forfeit all payments made by him, and all work or improvements done or made by him on and under this contract by him, and said payments and improvements, shall be retained by the party of the first part, in full satisfaction, and in full liquidation of all damages, as he sustains, and he shall have the right to re-enter and take possession of said premises; and it is further agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties. In Witness Whereof the parties to these presents have hereunto set their hands the day and year first above writing.

Witness - Geo. W. Russell  
Witness - S. A. Brewer

JOHN CANTLON  
ALLEN M'CLURE

KNOW---ASSIGNMENT OF CONTRACT.

ALLEN M'CLURE ---To--- STELLA L. M'CLURE.

Filed for Record September 27th, 1905 at 4:55 o'clock P.M. Henry Nichols, Recorder.

Know all men by these presents, That I, Allen M'Clure, for value received, have sold and by these presents do grant assign and convey unto Stella L. M'Clure one certain contract for the sale and purchase of a certain tract of land known and described as the north east quarter of the north east quarter of the south east quarter of Section Twelve, Township one South, Range one West, 2d P.M. Mesa County Colorado together with fifteen shares of water stock (five inches) of the Grand Valley Ditch Company; said contract is signed by John Cantlon and Allen M'Clure and witnessed by Geo. W. Russell and S. A. Brewer and recorded in book 64 at page 3 of the Mesa County records. It is further understood by both parties to this assignment that the above described contract is assumed by the said Stella L. M'Clure and that the said Allen M'Clure is released from any and all obligations to the above described contract.

(7)

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of September 1905, at Grand Junction Colo.

Allen M'Clure

J. S. Yennice  
Witness  
George Evans  
Witness

(8)

John Cantlon, )  
-to- ) Warrant Deed,  
Stella L. McClure. ) Dated March 23<sup>rd</sup> 1903,  
 ) Filed April 11<sup>th</sup> 1903, 11.55AM.  
 ) Con. \$500.00

Conveys: The NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 12, Twp.  
1 S.R. 1 W.U.M.  
Ack. March 31<sup>st</sup> 1903 before F.G. Waiss, a Notary Public of  
Cook County, Illinois. (N.P. Seal), My commission expires Jan-  
uary -- 1906.

Book 89, page 222. ✓

The Colorado Abstract and Title Company hereby certifies that the foregoing  
(consisting of **Three** Entries, numbered from  
**Six to Eight**

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 Mesa County, Colorado, in any manner affecting or relating  
to the premises described in the caption of this continuation or any part  
thereof or the title thereto subsequent to the 26th day of September

A. D. 1898 at 5 o'clock P. M.  
Dated at Grand Junction, Colorado, this 27th Day of November  
A. D. 1909 at 8 o'clock A. M.

THE COLORADO ABSTRACT AND TITLE COMPANY

Per

*J. E. Leaverton*

Manager. ✓



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

T O

The North-east Quarter of North-east Quarter of South-east Quarter of Section Twelve Township One South, Range One West of the Ute Meridian, in Mesa County, Colorado.  
From date November 27, 1909 at 8 A. M. ✓

(9)  
Stella L. McClure )  
-to- )  
C. D. Wheeler. )  
Warranty Deed,  
Dated Jan. 1, 1910,  
Filed Mar. 19, 1910, 8 A. M.  
Con. \$14000.

Conveys: The NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 12 Twp. 1 S. R. 1 W. U. M. containing 10 acres more or less together with 16 shares of stock of the Grand Valley Irrigation Company and all other water rights and ditch rights thereto belonging.

Ack. March 2, 1910 before A. Eugena Kelly a Notary Public of Mesa County, Colorado. (N.P. Seal). My commission expires October 17, 1911.  
Book 154, page 9. ✓

(10)  
C. D. Wheeler, *Ri ✓* )  
-to- )  
The Public Trustee for use of )  
Stella L. McClure. )  
Trust Deed,  
Dated Jan. 1, 1910,  
Filed Mar. 19, 1910, 8:05 A.M.  
Con. \$1.00

Conveys: The NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 12 Twp. 1 S. R. 1 W. U. M. being 10 acres more or less, together with 16 shares of stock of the Grand Valley Irrigation Company and all other water rights and ditch rights thereto belonging and all improvements thereon. To secure 6 notes bearing even date herewith, payable in 6 years (January 1, 1916) for the principal sum of \$12000. with interest at the rate of 8% per annum, interest payable annually. The notes are payable as follows: \$1000. on or before Jan. 1, 1911, \$2000. on or before Jan. 1, 1912, \$2000. on or before Jan. 1, 1913, \$2000. on or before Jan. 1, 1914, \$2000. on or before Jan. 1, 1915, \$3000. on or before Jan. 1, 1916.

Ack. March 18, 1910 before A. Eugena Kelly a Notary Public of Mesa County, Colorado. (N.P. Seal). My commission expires October 17, 1911.  
Book 150, page 489. ✓

The Colorado Abstract and Title Company hereby certifies that the foregoing (consisting of Two Entries, numbered from 9 to 10 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 Mesa County, Colorado, in any manner affecting or relating to the premises described in the caption of this continuation or any part thereof or the title thereto subsequent to the 27th day of November A. D. 1909 at 8 o'clock A. M.  
Dated at Grand Junction, Colorado, this 1st Day of April A. D. 1910 at 8 o'clock A. M.

THE COLORADO ABSTRACT AND TITLE COMPANY  
Per *[Signature]* Manager. ✓



ABSTRACT OF TITLE  
TO

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTH-  
EAST QUARTER OF SECTION TWELVE, IN TOWNSHIP ONE SOUTH, RANGE  
ONE WEST OF THE UTE MERIDIAN, IN MESA COUNTY, COLORADO.  
FROM DATE APRIL 1ST 1910 AT 8 A.M.

( 11 )

C. D. WHEELER,  
-TO-  
STELLA L. McCLURE.

) WARRANTY DEED,  
DATED JAN. 16<sup>th</sup> 1911;  
) FILED FEB. 17<sup>th</sup> 1911; 3.15 PM.  
CON. \$1.00

CONVEYS: THE NE $\frac{1}{4}$  OF NE $\frac{1}{4}$  OF SE $\frac{1}{4}$  OF SEC. 12, TWP. 1 S.R.  
1 W. U.M. BEING 10 ACRES MORE OR LESS, TOGETHER WITH 16 SHARES  
OF STOCK OF THE GRAND VALLEY IRRIGATION COMPANY, AND ALL OTHER  
WATER RIGHTS AND DITCH RIGHTS THERETO BELONGING AND ALL  
IMPROVEMENTS THEREON.

EXCEPT ALL UNPAID TAXES WHICH GRANTEE ASSUMES.  
ACK. JAN. 26<sup>th</sup> 1911 BEFORE R. J. HARRIS, A NOTARY PUBLIC  
OF BOONE COUNTY, NEBRASKA. (N.P. SEAL) MY COMMISSION EXPIRES  
OCT. 13<sup>th</sup> 1916.

BOOK 156, PAGE 417. ✓

( 12 )

BENTON CANON, PUBLIC TRUSTEE,  
-TO-  
C. D. WHEELER.

) RELEASE DEED,  
DATED FEB. 18<sup>th</sup> 1911;  
) FILED FEB. 18<sup>th</sup> 1911; 3.20PM.  
CON. \$2.00

RELEASES: THE NE $\frac{1}{4}$  OF NE $\frac{1}{4}$  OF SE $\frac{1}{4}$  OF SEC. 12, TWP.  
1 S.R. 1 W. U.M. BEING 10 ACRES MORE OR LESS, TOGETHER WITH  
16 SHARES OF THE STOCK OF THE GRAND VALLEY IRRIGATION COMPANY  
AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS THERETO BELONGING  
AND ALL IMPROVEMENTS THEREON, FROM TRUST DEED DATED JAN. 1<sup>st</sup>  
1910, RECORDED MARCH 19<sup>th</sup> 1910 IN BOOK 150 PAGE 489, GIVEN  
TO SECURE TO STELLA L. McCLURE PAYMENT OF 6 NOTES. NOTES  
PAID.

ACK. FEB. 18<sup>th</sup> 1911 BEFORE JOHN G. MCKINNEY, A NOTARY  
PUBLIC OF MESA COUNTY, COLORADO. (N.P. SEAL) MY COMMISSION  
EXPIRES APRIL 6<sup>th</sup> 1912.

BOOK 160, PAGE 330. ✓



(13)

STELLA L. McCLURE,  
 -TO- ) TRUST DEED,  
 THE PUBLIC TRUSTEE FOR USE OF ) DATED APRIL 4<sup>th</sup> 1911; 4 PM.  
 THE UDLOCK INVESTMENT COMPANY, ) FILED APRIL 4<sup>th</sup> 1911;  
 CONVEYS: THE NE<sup>1</sup>/<sub>4</sub> OF NE<sup>1</sup>/<sub>4</sub> OF SE<sup>1</sup>/<sub>4</sub> OF SEC. 12, TWP. 1 ) CON. \$1.00  
 S. R. 1<sup>st</sup> U.M. TOGETHER WITH 16 SHATES OF STOCK OF THE )  
 GRAND VALLEY IRRIGATION COMPANY AND ALL OTHER WATER RIGHTS )  
 AND DITCH RIGHTS THERETO BELONGING. TO SECURE ONE NOTE )  
 BEARING EVEN DATE HEREWITH PAYABLE THREE YEARS AFTER DATE )  
 FOR THE PRINCIPAL SUM OF \$2500.00 WITH INTEREST AT 8% PER )  
 ANNUM PAYABLE SEMI-ANNUALLY. IF NOT PAID WHEN DUE BOTH )  
 PRINCIPAL AND INTEREST COUPONS TO DRAW INTEREST AT THE )  
 RATE OF 12% PER ANNUM UNTIL PAID. )  
 ACK. APRIL 4<sup>th</sup> 1911 BEFORE RICHARD H. BALDWIN, A NOTARY )  
 PUBLIC OF MESA COUNTY, COLORADO. ( N.P. SEAL ) MY COMMISSION )  
 EXPIRES FEB. 4<sup>th</sup> 1915. )

BOOK 158, PAGE 308. ✓

The Colorado Abstract and Title Company hereby certifies that the foregoing  
 (consisting of *11 to 13* Entries, numbered from

*11 to 13* 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 Mesa County, Colorado, in any manner affecting or relating  
 to the premises described in the caption of this continuation or any part  
 thereof or the title thereto subsequent to the *1st* day of *April*  
 A. D. 19*10* at *8* o'clock *A*. M.  
 Dated at Grand Junction, Colorado, this *4th* Day of *April*  
 A. D. 19*11* at *4* o'clock *P*. M.

THE COLORADO ABSTRACT AND TITLE COMPANY  
 Per *Ernest Laverton* Manager. ✓



ABSTRACT OF TITLE  
TO

The NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 12 in Township 1 South, Range 1 West of the U.P.M. in Mesa County, Colorado.  
From date April 4<sup>th</sup> 1911 at 4 P.M.

Stella L. McClure,  
-to-  
H. A. Johnston.

(14)

) Warranty Deed  
Dated April 3<sup>rd</sup> 1913,  
Filed April 3<sup>rd</sup> 1913, 4.45 PM.  
) Con. \$1.00 and other good and  
valuable considerations.

Conveys: The NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 12, Twp. 1 S.R. 1 W. U.M. being 10 acres more or less. Together with 16 shares of Stock of The Grand Valley Irrigation Company and all other water rights and ditch rights thereto belonging and all improvements thereon. In Mesa County, Colorado. Except one Trust Deed for \$2500.00 records in the Office of the County Clerk of Mesa County in Book 158 on page 308, said Trust Deed being in favor of The Udlock Investment Company, which party of the second part assumes and agrees to pay with interest from April 3<sup>rd</sup> 1913 together with 1913 water assessment.  
Ack. April 3<sup>rd</sup> 1913 before Victor C. Garms, a Notary Public of Mesa County, Colorado. (N.P. Seal) My Comm. expires April 12<sup>th</sup> 1913.  
Book 190, Page 31.

The Colorado Abstract and Title Company hereby certifies that the foregoing (consisting of One Entry, numbered 14) 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 Mesa County, Colorado, in any manner affecting or relating to the premises described in the caption of this continuation or any part thereof or the title thereto, subsequent to April 4<sup>th</sup> 1911 at 4 P.M.

Dated at Grand Junction, Colorado, April 3<sup>rd</sup> 1913 at 4.46 P.M.

THE COLORADO ABSTRACT AND TITLE COMPANY

Per

*Ernest Leighton*  
Manager.





ABSTRACT OF TITLE

T O

THE NE $\frac{1}{4}$  OF NE $\frac{1}{4}$  OF SE $\frac{1}{4}$  OF SECTION 12, IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE P.M., IN MESA COUNTY, COLORADO.  
FROM DATE APRIL 3, 1913 AT 4.46 P.M.

(15)

BENTON CANON, PUBLIC TRUSTEE  
OF MESA COUNTY, COLORADO,

-TO-

STELLA L. McCLURE.

RELEASE DEED.

DATED APRIL 1, 1915.

FILED APRIL 1, 1915, 4.00PM.

\$2.00

RELEASES: THE NE $\frac{1}{4}$  OF NE $\frac{1}{4}$  OF SE $\frac{1}{4}$  OF SEC. 12, Twp. 1 S., R. 1 W. U.M., TOGETHER WITH 16 SHARES OF STOCK OF THE GRAND VALLEY IRRIGATION COMPANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS THERETO BELONGING, IN MESA COUNTY, COLORADO. FROM TRUST DEED DATED APRIL 4, 1911, RECORDED APRIL 4, 1911 IN BOOK 158 AT PAGE 308, GIVEN TO SECURE TO THE UDLOCK INVESTMENT COMPANY PAYMENT OF ONE NOTE. NOTE PAID.

ACK. APRIL 1, 1915 BY BENTON CANON, PUBLIC TRUSTEE OF MESA COUNTY, COLORADO, BEFORE J. A. MUNSON, DEPUTY COUNTY CLERK OF MESA COUNTY, COLORADO. ( MESA COUNTY, COLO. SEAL). BOOK 198, PAGE 508.

(16)

HUGH A. JOHNSTON AND ROXANNA H. JOHNSTON, HIS WIFE,

-TO-

WINNIE J. RANDALL.

WARRANTY DEED.

DATED MAR. 20, 1917.

FILED NOV. 26, 1917, 3.40PM.

\$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION.

CONVEYS: THE NE $\frac{1}{4}$  OF NE $\frac{1}{4}$  OF SE $\frac{1}{4}$  OF SEC. 12, Twp. 1 S. R. 1 W. U.M., BEING 10 ACRES MORE OR LESS, TOGETHER WITH 16 SHARES OF STOCK OF THE GRAND VALLEY IRRIGATION COMPANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS THERETO BELONGING AND ALL IMPROVEMENTS THEREON. IN MESA COUNTY, COLORADO. ( H. A. JOHNSTON AND HUGH A. JOHNSTON, BEING ONE AND THE SAME PERSON)

ACK. MARCH 21, 1917 BY HUGH A. JOHNSTON ( H. A. JOHNSTON AND HUGH A. JONSTON BEING ONE AND THE SAME PERSON) AND ROXANNA H. JOHNSTON, HUSBAND AND WIFE, BEFORE STERLING B. LACY, A NOTARY PUBLIC OF MESA COUNTY, COLORADO. (N.P. SEAL) COMM. EXPIRES DEC. 15, 1920. BOOK 216, PAGE 470.

(NOTE: THE NAME OF THE GRAND VALLEY DRAINAGE DISTRICT HAS BEEN CHANGED TO THE GRAND JUNCTION DRAINAGE DISTRICT.)



STATEMENT OF THE RESULT OF THE SPECIAL ELECTION HELD DECEMBER 11, 1915 IN THE GRAND VALLEY DRAINAGE DISTRICT, FOR THE PURPOSE OF SUBMITTING THE QUESTION "SHALL THE BOARD OF DIRECTORS OF THE GRAND VALLEY DRAINAGE DISTRICT BE AUTHORIZED TO ENTER INTO THE PROPOSED FORM OF CONTRACT WITH THE UNITED STATES."

PURSUANT TO THE PROVISIONS OF SECTION 3688 OF 2 MILLS ANNOTATED STATUTES OF THE STATE OF COLORADO (REVISED EDITION OF 1912) THE UNDERSIGNED MILO B. SHARP, SECRETARY OF SAID DISTRICT, DOES MAKE THE FOLLOWING STATEMENT OF THE RESULT OF THE SPECIAL ELECTION HELD IN SAID DISTRICT ON DECEMBER 11, 1915. HERE IS SET OUT DIFFERENT POLLING PLACES. PROVIDES THAT UPON THE FURNISHING OF THE INVESTIGATIONS, SURVEYS, PLANS AND SPECIFICATIONS AND ESTIMATES BY THE UNITED STATES RECLAMATION SERVICE, THE DISTRICT AGREES TO PAY TO THE UNITED STATES ON OR BEFORE DECEMBER 1, 1919 THE AMOUNT EXPENDED THEREON BY THE UNITED STATES, NOT TO EXCEED THE SUM OF \$30,000.00, WITHOUT INTEREST UNTIL MATURITY, AND INTEREST FROM MATURITY AT 10% PER ANNUM. GIVES NAMES OF JUDGES.

TOTAL VOTES CAST WERE 539. 477 VOTES IN FAVOR OF SAID QUESTION AND 60 AGAINST. THERE BEING A MAJORITY OF 417 VOTES IN FAVOR OF SAID QUESTION.

CERTIFIED TO BY MILO B. SHARP, SECRETARY (OFFICIAL SEAL)

UNDEE DATE OF DECEMBER 13, 1915.  
FILED DEC. 14, 1915 AT 1.20 P.M. FILED INSTRUMENT No. 128899.

STATEMENT OF THE RESULT OF THE SPECIAL ELECTION HELD NOVEMBER 17, 1917 IN THE GRAND VALLEY DRAINAGE DISTRICT, THAT PURSUANT TO SEC. 3688 OF 2 MILLS ANNOTATED STATUTES OF THE STATE OF COLORADO, REVISED EDITION OF 1912, THE UNDERSIGNED MILO B. SHARP, ACTING SECRETARY OF SAID DISTRICT DOES HEREBY MAKE THE FOLLOWING STATEMENT OF THE RESULT OF THE SPECIAL ELECTION HELD IN THE GRAND VALLEY DRAINAGE DISTRICT ON NOV. 17, 1917.

THAT SAID ELECTION WAS CALLED BY ORDER OF THE BOARD OF DIRECTORS OF THE SAID DISTRICT FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS THEREOF THE QUESTION: "SHALL THE BOARD OF DIRECTORS OF THE GRAND VALLEY DRAINAGE DISTRICT BE AUTHORIZED TO ENTER INTO THE PROPOSED CONTRACT WITH THE U. S. A.?" HERE FOLLOWS NOTICES OF ELECTION; COPY OF PROPOSED CONTRACT, WHICH SET OUT, AMONG OTHER THINGS, THAT THE U. S. IN CONSIDERATION OF BENEFITS TO BE DERIVED AGREES TO PAY THE SAID DISTRICT THE SUM OF \$10,000.00 WITHIN 30 DAYS AFTER THE SIGNATURE HEREOF, AND THE DISTRICT AGREES IN ACCORDANCE WITH A CERTAIN CONTRACT DATED DEC. 13, 1915 TO REPAY TO THE U. S. THE SUM OF \$35,383.00, IN TEN EQUAL ANNUAL INSTALLMENTS BEGINNING DEC. 1, 1920 WITH INTEREST ON THE UNPAID PORTION THEREOF FROM DATE UNTIL PAID AT 5 PER CENT PER ANNUM. HERE FOLLOWS SPECIFICATIONS, MAP OF DISTRICT, WHICH SHOWS SAID DISTRICT TO BE BOUNDED ON THE NORTH BY THE STUB DITCH, THE GRAND VALLEY CANAL AND THE KIEFER EXTENSION AND ON THE SOUTH BY THE GRAND RIVER.

RESULT OF ELECTION: 720 VOTES CAST IN FAVOR OF SAID QUESTION, AND 75 AGAINST, THERE BEING A MAJORITY OF 645 VOTES CAST IN FAVOR OF SAID QUESTION.

CERTIFICATE OF MILO N. SHARP, SECRETARY OF SAID DIST.

OF DATE NOV. 22, 1917. (DIST. SEAL).  
FILED NOV. 24, 1917 AT 8.45 A.M. FILED INSTRUMENT No. 140900.

( NOTE: THE NAME OF THE GRAND VALLEY DRAINAGE DISTRICT HAS BEEN CHANGED TO THE GRAND JUNCTION DRAINAGE DISTRICT.)



WINNIE J. RANDALL,  
-TO-  
THE PUBLIC TRUSTEE OF MESA  
COUNTY, COLORADO, FOR USE OF  
THE VALLEY BUILDING AND LOAN  
ASSOCIATION.

TRUST DEED.  
DATED DEC. 18, 1930.  
FILED DEC. 18, 1930, 4.00PM.  
\$1.00

CONVEYS: THE NE $\frac{1}{4}$  OF NE $\frac{1}{4}$  OF SE $\frac{1}{4}$  OF SEC. 12, Twp. 1 S. R. 1 W. U.M.,  
IN MESA COUNTY, COLORADO, BEING 10 ACRES MORE OR LESS, TOGETHER WITH  
16 SHARES OF THE STOCK OF THE GRAND VALLEY IRRIGATION COMPANY AND  
ALL OTHER WATER RIGHTS AND DITCH RIGHTS THERETO BELONGING. GIVEN TO  
SECURE HER NOTE BEARING EVEN DATE HERewith PAYABLE ON OR BEFORE NINE  
YEARS AFTER DATE FOR THE PRINCIPAL SUM OF \$300.00, WITH INTEREST  
FROM DATE UNTIL PAID AT 85 CENTS PER MONTH ON EACH \$100.00 OF SAID  
PRINCIPAL SUM, INTEREST PAYABLE MONTHLY ON OR BEFORE THE THIRD  
TUESDAY OF EACH AND EVERY MONTH, IN ADVANCE, TOGETHER WITH DUES,  
FINES AND OTHER CHARGES THEREIN PROVIDED.  
ACK. DEC. 18, 1930 BY WINNIE J. RANDALL, BEFORE ANNA M. WAGLER,  
A NOTARY PUBLIC OF MESA COUNTY, COLORADO. (N.P. SEAL) COMM. EXPIRES  
MARCH 3, 1932. BOOK 319, PAGE 237.

TO SECURE THE PAYMENT OF THE NOTE BEARING  
THE COLORADO ABSTRACT AND TITLE COMPANY HEREBY CERTIFIES THAT  
THE FOREGOING (CONSISTING OF FIVE ENTRIES, NUMBERED FROM 15 TO  
19 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 MESA COUNTY, COLORADO, IN ANY MANNER AFFECTING OR  
RELATING TO THE PREMISES DESCRIBED IN THE CAPTION OF THIS CONTINUA-  
TION, SUBSEQUENT TO APRIL 3, 1913 AT 4.46 P.M.  
DATED AT GRAND JUNCTION, COLORADO, DECEMBER 18, 1930 AT 4.01 P.M.

THE COLORADO ABSTRACT AND TITLE COMPANY

*Ernest Leaverton*  
PRESIDENT.



THE COLORADO ABSTRACT AND TITLE COMPANY

*Ernest Leaverton*  
PRESIDENT.



ABSTRACT OF TITLE

To

THE NE 1/4 OF NE 1/4 OF SE 1/4 OF SECTION 12, IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE P.M., IN MESA COUNTY, COLORADO.  
FROM DATE DECEMBER 18, 1930 AT 4.01 P.M.

(20)

WINNIE J. RANDALL,  
-TO-  
THE PUBLIC TRUSTEE OF MESA  
COUNTY, COLORADO, FOR USE OF  
THE VALLEY BUILDING AND LOAN  
ASSOCIATION.

TRUST DEED.  
DATED SEPT. 22, 1931.  
FILED SEPT. 23, 1931, 4.05 PM  
\$1.00

CONVEYS: THE NE 1/4 OF NE 1/4 OF SE 1/4 OF SEC. 12, TWP. 1 S. R. 1 W. U. M., IN MESA COUNTY, COLORADO, BEING 10 ACRES MORE OR LESS, TOGETHER WITH 16 SHARES OF THE STOCK OF THE GRAND VALLEY IRRIGATION COMPANY, AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS THERETO BELONGING, GIVEN TO SECURE THE PAYMENT OF HER NOTE BEARING EVEN DATE HERewith PAYABLE ON OR BEFORE NINE YEARS AFTER DATE FOR THE PRINCIPAL SUM OF \$300.00 WITH INTEREST FROM DATE THEREOF UNTIL PAID AT 85 CENTS PER MONTH ON EACH \$100.00 OF SAID PRINCIPAL SUM, INTEREST PAYABLE MONTHLY ON OR BEFORE THE THIRD TUESDAY OF EACH AND EVERY MONTH, IN ADVANCE, TOGETHER WITH DUES, FINES AND OTHER CHARGES THEREIN PROVIDED.

EXCEPT A TRUST DEED TO THE VALLEY BUILDING AND LOAN ASSOCIATION FOR \$300.00, DATED DEC. 18, 1930, RECORDED IN BOOK 319 AT PAGE 237. ACK. SEPT. 23, 1931 BY WINNIE J. RANDALL, BEFORE ANNA M. WAGLER, A NOTARY PUBLIC OF MESA COUNTY, COLORADO. (N.P. SEAL) COMM. EXPIRES MARCH 3, 1932. BOOK 319, PAGE 354.

THE COLORADO ABSTRACT AND TITLE COMPANY HEREBY CERTIFIES THAT THE FOREGOING (CONSISTING OF ONE ENTRY, NUMBERED 20) 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 MESA COUNTY, COLORADO, IN ANY MANNER AFFECTING OR RELATING TO THE PREMISES DESCRIBED IN THE CAPTION OF THIS CONTINUATION, SUBSEQUENT TO DECEMBER 18, 1930 AT 4.01 P.M. DATED AT GRAND JUNCTION, COLORADO, SEPTEMBER 23, 1931 AT 4.06 PM.

THE COLORADO ABSTRACT AND TITLE COMPANY

*Ernest Lawrence*  
PRESIDENT.



Treasurer of Mesa County  
to  
Mesa County

TAX SALES 222.30  
Dated December 20, 1933 Book 29 Page 126  
Sale of:  
NE 1/4 SEC 12, Twp. 1 S. R. 1 W.

ISSUED to Gladys Randall October 13, 1943.

Grand Junction Drainage  
District

CERTIFICATE OF BOUNDARIES  
Dated July 20, 1915  
Filed October 24, 1934  
At 4:11 o'clock P. M.

This instrument is a copy of a resolution of Board of County Commissioners of date July 20, 1915 granting a petition for the organization of The Grand Valley Drainage District and giving the boundaries of The Grand Valley Drainage District, now the Grand Junction Drainage District, and includes the land under examination. Certified to Oct. 23, 1934 by A. W. Jordan, Clerk and Recorder of Mesa County, Colorado, by Fred A. Peak, Deputy County Clerk.



(Mesa County Seal)



Continuation of

ABSTRACT OF TITLE

The West Three Quarters of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section Twelve (12), Township One (1) South, Range One (1) West of the Ute Meridian, in Mesa County, Colorado.

From September 23, 1931 at 4:06 o'clock P. M.

#####

21. Burrell C. Reynolds, Public Trustee, Mesa County, Colorado to Winnie J. Randall

RELEASE DEED \$2.00  
Dated February 25, 1942  
Filed February 26, 1942  
At 8:44 o'clock A. M.

#395039  
Book 404  
Page 73

Releases:- The NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 12, Twp. 1-S, Range 1-W of the Ute Meridian, Mesa County, Colorado, being 10 acres more or less, together with 16 shares of stock of the Grand Valley Irrigation Company and all other water rights and ditch rights thereto belonging. From Deed of Trust dated Dec. 18, 1930 and recorded Dec. 18, 1930 in Book 319 on Page 237 of said Mesa County records. Given to secure to The Valley Building and Loan Association the payment of her certain note. Note paid. Ack. Feb. 25, 1942 before Virginia O. Wallace, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires Mar. 14, 1942.

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

22. Burrell C. Reynolds, Public Trustee, Mesa County, Colorado to Winnie J. Randall

RELEASE DEED \$2.00  
Dated February 25, 1942  
Filed February 26, 1942  
At 8:45 o'clock A. M.

#395040  
Book 404  
Page 74

Releases:-The NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 12 in Twp. 1-S, Range 1-W of the Ute Meridian, Mesa County, Colorado, being 10 acres more or less, together with 16 shares of the Stock of the Grand Valley Irrigation Company and all other water rights and ditch rights thereto belonging. From Deed of Trust dated Sept. 22, 1931 and recorded Sept. 23, 1931 in Book 319 on Page 354 of said Mesa County records. Given to secure to The Valley Building and Loan Association the payment of her certain note. Note paid. Ack. February 25, 1942 before Virginia O. Wallace, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires March 14, 1942.

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

23. Treasurer of Mesa County to Mesa County

TAX SALE \$82.00  
Dated December 20, 1933  
Sale of:-  
NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  less  $\frac{1}{2}$  A drain Sec. 12, Twp. 1S R. 1W

#42206  
Book 29 Page 136

REDEEMED by Minnie Randall October 13, 1943.

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

24. Grand Junction Drainage District

CERTIFICATE OF BOUNDARIES  
Dated July 20, 1915  
Filed October 24, 1934  
At 4:11 o'clock P. M.

#289774  
Filed

This instrument is a copy of a resolution of Board of County Commissioners of date July 20, 1915 granting a petition for the organization of The Grand Valley Drainage District and giving the boundaries of The Grand Valley Drainage District, now the Grand Junction Drainage District, and includes the land under examination. Certified to Oct. 23, 1934 by E. W. Jordan, Clerk and Recorder of Mesa County, Colorado, by Fred A. Peck, Deputy County Clerk.

(Mesa County Seal)

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





25. Winnie J. Randall  
to  
Clifton E. Childress

WARRANTY DEED \$1.00 and  
other valuable considerations  
Dated June 14, 1943  
Filed June 16, 1943  
at 4:00 o'clock P. M.

#409278  
Book 416  
Page 402

Conveys:- The W 3/4 of NE 1/4 NE 1/4 SE 1/4 Sec. 12, Twp. 1S. R. 1W. U. M. Mesa County, Colo.  
Subject to taxes to be assessed for the year 1943, and subsequent taxes. (IRS \$2.75)  
Ack. June 14, 1943 before Eleanor Sheppard, Notary Public, Washington County, Arkansas.  
(N. P. Seal) Commission expires April 9, 1947

-o-----oo-----o-

26. Clifton E. Childress  
to  
Public Trustee for the use of  
James Goff

TRUST DEED (R. C. & A. F.)  
Dated June 14, 1943  
Filed June 16, 1943  
at 4:01 o'clock P. M.

#409279  
Book 417  
Page 186

Conveys:- The W 3/4 NE 1/4 NE 1/4 SE 1/4 Sec. 12, Twp.  
1S. R. 1W. U. M. Mesa County, Colorado.

IN TRUST to secure one note bearing even date herewith for the principal sum of  
\$1800.00 payable to James Goff, Grand Junction, Colorado, on or before 9 years  
after date with interest from date at the rate of 6% per annum, payable semiannually.  
This note is payable \$100.00 and interest on December 14, 1943 and a like sum on  
the 14th day of every 6 months thereafter until paid in full.  
Ack. June 15, 1943 before Miles M. Kane, Notary Public, Mesa County, Colorado.  
(N. P. Seal) Commission expires June 5, 1946.

-o-----oo-----o-

STATE OF COLORADO )  
(SS  
COUNTY OF MESA ))

MESA COUNTY-INDEPENDENT ABSTRACT CO. hereby certifies that the foregoing, con-  
sisting of Six (6) Entries numbered from 21 to 26 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 September 23, 1931 at 4:06 o'clock P. M. up to June 17, 1943 at 8:00 o'clock  
A. M. affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado

June 17, 1943 at 8:00 o'clock A. M.

MESA COUNTY-INDEPENDENT ABSTRACT CO.

By R. B. Williams Manager.



-o-----oo-----o-



Continuation of

ABSTRACT OF TITLE

to

The West Three Quarters of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter in Section 12, Twp. 1S, R. 1 West, of the Ute Meridian, in Mesa County, Colorado.

From June 17, 1943 at 8:00 o'clock A.M.

#####

27.

Burrell C. Reynolds, Public Trustee	RELEASE DEED \$2.00 Dated December 1, 1943 Filed December 2, 1943	#414191 Book 419 Page 459
Clifton E. Childress	At 8:40 o'clock A.M. Releases: The W 3/4 NE 1/4 NE 1/4 SE 1/4 Sec. 12, T. 1S. R. 1W. U.M. Mesa County, Colorado. From Deed of Trust dated June 14, 1943 recorded June 16, 1943 in book 417 page 186 to secure James Goff the payment of 1 note. NOTE PAID. Ack. December 1, 1943 before Virginia O. Wallace, Notary Public, Mesa County, Colorado. (N.P. Seal)	
	Commission expires March 13, 1946	

STATE OF COLORADO)  
COUNTY OF MESA) SS

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing, consisting of One (1) Entry numbered 27, 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 June 17, 1943 at 8:00 o'clock A.M. up to April 3, 1950 at 8:00 o'clock A.M., affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado  
April 3, 1950 at 8:00 o'clock A. M.  
THE MESA COUNTY ABSTRACT COMPANY  
By Richard B. Williams  
President





Continuation of

ABSTRACT OF TITLE

to

The West Three Quarters of the Northeast Quarter of the Northeast Quarter of the Southeast quarter of Section Twelve (12), Township One (1) South, Range One (1) West of the Ute Meridian, in Mesa County, Colorado.

From April 3, 1950 at 8:00 o'clock A.M.

#####

28.

Clifton E. Childress WARRANTY DEED \$10.00 and other #517744
to valuable considerations Book 523
Clyde E. Smith and Effie L. Dated April 5, 1950 Page 40
Smith, not in tenancy in com- Filed April 5, 1950
mon but in joint tenancy, the At 2:55 o'clock P.M.
survivor of them, their assigns Conveys: The W 3/4 of the NE 1/4 NE 1/4 SE 1/4 Sec.
and the heirs and assigns of such 12, Twp. 1S, R. 1W. U.M., Mesa County, Colo-
survivor forever. rado, except subject to taxes for the year
1950, payable in 1951, and all subsequent
taxes and assessments. (IRS \$7.70) /s/ Clifton E. Childress.
Ack. April 5, 1950 by Clifton E. Childress before Norman B. Hotchkiss, Notary
Public, Mesa County, Colorado.
(N. P. Seal) Commission expires September 30, 1950

-o----CO-----o-

29.

Treasurer of Mesa County TAX SALE \$46.75 #53403
to Dated December 4, 1950 Book 37 Page 227
Citizens Finance Co. Sale of:
W 7.5A of NE 1/4 NE 1/4 SE 1/4 Sec. 12, T1S R1W
REDEEMED by Clyde E. Smith, Dec. 14, 1950

-o----CO-----o-

30.

Clyde E. Smith and TRUST DEED \$1,800.00 #541564
Effie L. Smith Dated May 26, 1951 Book 548
to Filed May 28, 1951 Page 212
Public Trustee, Mesa County, At 11:11 o'clock A.M.
Colorado, for the use of Conveys: The W 3/4 of the NE 1/4 NE 1/4 SE 1/4 Sec.
Fred H. Miller and 12, Twp. 1S, R. 1W.U.M., Mesa County, Colo-
Margaret Miller rado. IN TRUST to secure their note bearing
even date herewith for the principal sum
of \$1,800.00 payable on or before 1 year after date, with interest from date until
maturity at the rate of 6% per annum, interest payable at maturity.
/s/ Clyde E. Smith, Effie L. Smith
Ack. May 26, 1951 by Clyde E. Smith and Effie L. Smith before Elam B. Underhill,
Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires February 6, 1951

-o----CO-----o-



31.

Public Trustee, Mesa  
County, Colorado  
to  
present owner or owners

RELEASE DEED \$2.00  
Dated March 12, 1952  
Filed March 13, 1952  
At 3:21 o'clock P.M.

#556419  
Book 562  
Page 498

Releases: The W 3/4 NE 1/4 NE 1/4 SE 1/4 Sec. 12,  
Twp. 1S, R. 1W.U.M. Mesa County, Colorado. From Deed of Trust executed by Clyde  
E. Smith and Effie L. Smith dated May 26, 1951, recorded May 28, 1951 in book  
548 on page 212 to secure to Fred H. Miller and Margaret Miller the payment of  
the indebtedness. INDEBTEDNESS PAID

/s/ Burrell C. Reynolds, As the Public Trustee, in said County of Mesa  
Ack. March 12, 1952 by Burrell C. Reynolds, Public Trustee, before Lena A. Williams,  
Notary Public, Mesa County, Colorado.  
(N. P. Seal) Commission expires Sep. 27, 1953

-o-----CO-----o-

32.

State of Colorado  
to  
Effie Lucille Smith

CERTIFICATE OF DEATH  
Filed March 11, 1952  
At 4:05 o'clock P.M.

#556309  
Book 562  
Page 436

Female, white, Married. Date of Birth:  
Sept. 9, 1905. Died January 14, 1952 because  
of Carcinoma, Metastatic liver, bones according to certificate of H. R. Bull, M.D.  
Grand Junction Colo. Burial: Municipal Cemetery, Grand Junction, Colo.  
Certificate of true copy of the record of death of Effie Lucille Smith attached  
March 11, 1952 by Helen C. Tomlinson, Local Registrar of Vital Statistics,  
Registration District No. 150, Mesa County, Colorado.

(Seal of Registrar of Vital Statistics, Grand Junction, Mesa County,  
Colorado)

-o-----CO-----o-

33.

State of Colorado  
to  
Estate of Effie L. Smith

RELEASE OF INHERITANCE TAX LIEN  
Dated February 8, 1952  
Filed March 11, 1952  
At 4:06 o'clock P.M.

#556310  
Book 562  
Page 437

Date of Death January 14, 1952. It appearing to the attorney general of Colorado,  
that it is not necessary to preserve the lien granted by the Colorado inheritance  
tax law against the hereinafter described real estate, in which the above named  
decendent had an interest, by virtue of the authority vested in me under the pro-  
visions of Section 66, Chapter 85, 1935 Colorado Statutes Annotated, as amended,  
I do hereby forever release and discharge the inheritance tax lien against the  
following described real estate, to-wit: The W 3/4 NE 1/4 NE 1/4 SE 1/4 Sec. 12, Twp. 1S  
R. 1W.U.M. Record owners: Clyde E. Smith and Effie L. Smith, in joint tenancy.  
(and other property)

/s/ Duke W. Dunbar, Attorney General of Colorado By Neil Tasher,  
Assistant Attorney General

-o-----CO-----o-

34.

George S. Graham  
to  
The State

AFFIDAVIT  
Dated March 11, 1952  
Filed March 11, 1952  
At 4:07 o'clock P.M.

#556311  
Book 562  
Page 438

State of Colorado, County of Mesa, ss  
George S. Graham, being first duly sworn upon oath deposes and says: That he  
was well acquainted with Effie Lucille Smith during her lifetime; that the said  
Effie Lucille Smith, a copy of whose death certificate was certified by Helen  
C. Tomlinson, Local Registrar of Vital Statistics for District No. 150, Mesa  
County, Colorado, on March 11, 1952, is one and the same person as Effie L. Smith  
who was named as one of the grantees in a Warranty Deed dated April 5, 1950 and  
recorded April 5, 1950 in Book 523 at Page 40 in the records in the office of  
the Clerk and Recorder of Mesa County, Colorado, is one and the same person as  
Effie L. Smith who was named as one of the grantees in a Warranty Deed dated  
March 9, 1951 and recorded March 9, 1951 in Book 543 at Page 156 in the records  
in the office of the Clerk and Recorder of Mesa County, Colorado, is one and the  
same person as Effie L. Smith who was named as one of the grantees in a Warranty  
Deed dated May 26, 1951, and recorded May 28, 1951 in Book 548 at Page 211 in  
the records in the office of the Clerk and Recorder of Mesa County, Colorado,  
and is one and the same person as Effie L. Smith who was named in the Release of  
Inheritance Tax Lien executed by Neil Tasher, Assistant Attorney General for



the State of Colorado on February 8, 1952; and further that he does not now have nor has he ever had any interest in the property described in said Warranty Deeds and Release of Inheritance Tax Lien /s/ George S. Graham. Subscribed and sworn to March 11, 1952 before Ruth H. Sutton, Notary Public (N. P. Seal) Commission expires March 1, 1955.

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

35.

Clyde E. Smith  
to  
Public Trustee, Mesa County,  
Colorado, for the use of The  
Modern Building and Loan  
Association, a Colorado Cor-  
poration, Grand Junction,  
Colorado.

TRUST DEED \$3,500.00 #560033  
Dated May 16, 1952 Book 566  
Filed May 16, 1952 Page 111  
At 11:06 o'clock A. M.  
Conveys: The W 3/4 NE 1/4 NE 1/4 SE 1/4 Sec. 12,  
Twp. 1S. R. 1W. U. M., together with all  
ditch, lateral and water rights thereto  
belonging, Mesa County, Colorado. IN  
TRUST to secure his certain note bearing  
even date herewith for the principal sum

of \$3,500.00 payable in installments after date, with interest from date at the rate of 6% per annum on the unpaid balance, and said principal and interest shall be payable \$650.00 or more annually on or before the 20th day of November of each and every year until fully paid, beginning November 20, 1952, and such payments shall 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 Number 2788-A-6 of said Modern Building and Loan Association. /s/ Clyde E. Smith. Ack. May 16, 1952 by Clyde E. Smith before Floyd M. Anderson, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires April 10, 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 Eight (8) Entries numbered from 28 to 35, 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 April 3, 1950 at 8:00 o'clock A. M., up to May 16, 1952 at 11:07 o'clock A. M., affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado  
May 16, 1952 at 11:07 o'clock A. M.

THE MESA COUNTY ABSTRACT COMPANY

By Richard B. Sullivan  
Manager.

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



Continuation of

ABSTRACT OF TITLE

to

The West Three Quarters of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section Twelve (12), Township One (1) South, Range One (1) West of the Ute Meridian, in Mesa County, Colorado.

From May 16, 1952 at 11:07 o'clock A.M.

#####

36.

Clyde E. Smith and Ethel Smith, husband and wife to Public Trustee, Mesa County, Colorado, for the use of The Modern Savings and Loan Association, a Colorado Corporation, Grand Junction, Colorado.

TRUST DEED \$3,750.00 Dated March 16, 1954 Filed March 18, 1954 At 10:41 o'clock A.M.

#597193 Book 600 Page 423

Conveys: The W 3/4 of the NE 1/4 NE 1/4 SE 1/4 of sec. 12, T. 1S, R. 1W. U.M., together with all ditch, lateral and water rights thereto belonging, Mesa County, Colorado. IN TRUST to secure a certain note bearing even date herewith for the total principal sum of

\$3,750.00 payable in installments after the date thereof, with interest at the rate of 6% per annum on the unpaid balance, and said principal and interest shall be payable \$650.00, or more, annually on or before the 20th day of November of each and every year until fully paid, beginning November 20, 1954, and such payment shall 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 Number 3103-A-6 of said Modern Savings and Loan Association.

/s/ Clyde E. Smith, Ethel Smith.

Ack. March 17, 1954 by Clyde E. Smith and Ethel Smith, before Floyd M. Anderson, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires April 10, 1954

-o-----oo-----o-

37.

Public Trustee, Mesa County, Colorado to Present Owner or Owners

RELEASE DEED \$2.00 Dated March 19, 1954 Filed March 19, 1954 At 12:47 o'clock P.M.

#597342 Book 600 Page 541

Releases: All that property conveyed in trust, in and by Document No. 560033, the same being that certain Deed of Trust executed by Clyde E. Smith dated May 16, 1952 and recorded May 16, 1952 in Book 566 on Page 111 to secure to The Modern Building and Loan Association, a Colorado Corporation the payment of the indebtedness. INDEBTEDNESS PAID.

/s/ Burrell C. Reynolds, As the Public Trustee in said County of Mesa.

Ack. March 19, 1954 by Burrell C. Reynolds, Public Trustee, before Lena A. Williams, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires Sept. 23, 1957

-o-----oo-----o-

O.K. 4/24/54  
J.D. 34  
e.N.



12-16-54 milleded Arthur Salva '12  
6-7-517 Clyde & Ethel '12





ABSTRACT OF TITLE

to

The West Three Quarters of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section Twelve (12), Township One (1) South, Range One (1) West of the Ute Meridian, in Mesa County, Colorado. EXCEPT Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section Twelve (12), Township One (1) South, Range One (1) West of the Ute Meridian; thence East 72 feet, thence South 300 feet, thence West 72 feet to the West line of the Northeast Quarter of the North east Quarter of the Southeast Quarter of the Southeast Quarter of Section Twelve (12), Township One (1) South, Range One (1) West, thence North to the place of beginning, in Mesa County, Colorado.

From March 19, 1954 at 12:48 o'clock P. M.

#####

38

Clyde E. Smith  
to  
Joseph E. Kinsman and  
Ellen M. Kinsman, 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 #607311  
other valuable consideration Book 611  
Dated July 10, 1954 Page 89  
Filed July 17, 1954  
At 9:42 o'clock A. M.

Conveys: Parcel No. 1. Beginning at a point 30 feet N and 30 feet E of the SW corner of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Sec. 12, Twp. 1S. R. 1W. U. M., thence N 135 feet thence E 135 feet, thence S 135 feet, thence W 135 feet to the place of beginning. Parcel No. 2. Beginning at a point 30 feet N and 255 feet E of the SW corner of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Sec. 12, Twp. 1S. R. 1W. U. M. thence N 135 feet, thence E 45 feet, thence S 135 feet, thence W 45 feet to the point of beginning. All in Mesa County, Colorado. Parcels 1 and 2 are subject to an easement over the N 10 feet for an alley for utility use. Said parcels are conveyed together with all ditches and ditch rights of ways reasonably necessary for the use thereof and are subject to reasonably necessary head and waster ditches for the use of grantor's and grantee's property. Except taxes for 1954 payable in 1955 and thereafter. (IRS 55¢) /s/ Clyde E. Smith  
Ack. July 10, 1954 by Clyde E. Smith before Floyd M. Anderson, Notary Public, Mesa County, Colorado.  
(N. P. Seal)

Commission expires April 5, 1958.

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

39

Public Trustee, Mesa  
County, Colorado.  
to  
Present owner or owners

PARTIAL RELEASE DEED \$2.00 #607379  
Dated July 17, 1954 Book 611  
Filed July 19, 1954 Page 136  
At 11:41 o'clock A. M.

Releases: Beginning at a point 30 feet N and 30 feet E of the SW corner of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 12, Twp. 1S. R. 1W. U. M., thence N 135 feet, thence E 270 feet, thence S 135 feet, thence W 270 feet to the point of beginning, in Mesa County, Colorado, from deed of trust executed by Clyde E. Smith and Ethel Smith, husband and wife, dated March 16, 1954 and recorded March 18, 1954 in Book 600 on page 423 to secure The Modern Savings and Loan Assciation, a Colorado Corporation, Grand Junction, Colorado payment of the indebtedness. And, Whereas, the said Clyde E. Smith and Ethel Smith, husband and wife, by the payment of \$600.00 duly endorsed upon said note as of July 10, 1954 has partially paid add partially satisfied said note, together with all interest and charges thereon, according to its tenor, releases as to the above described real estate only.

/s/ Burrell C. Reynolds, As the Public Trustee in said County of Mesa.  
Ack. July 17, 1954 by Burrell C. Reynolds, as the Public Trustee in said County  
of Mesa, Colorado before Lena A. Williams, Notary Public, Mesa County, Colorado  
(N. P. Seal) Commission expires Sep. 23, 1957

Request for release signed The Modern Savings and Loan Association, The legal  
holder of the indebtedness secured by said Deed of Trust, by F. M. Anderson  
Secretary. (No Seal)

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

40

Clyde E. Smith  
to  
One-half interest to  
Mildred Gilna and Arthur Gilna,  
and one-half interest to  
Clyde A. Gilna

WARRANTY DEED \$10.00 and #620803  
other valuable consideration Book 627  
Dated December 16, 1954 Page 517  
Filed December 16, 1954  
At 2:10 o'clock P. M.  
Conveys: The W 7½ Acres of the NE¼  
NE¼ SE¼ Sec. 12, Twp. 1S. R. 1W. U. M.

EXCEPT the following described tract of land: Beginning at a point which is 30  
feet N and 30 feet E from the SW corner of the NE¼ NE¼ SE¼ Sec. 12, Twp. 1S.  
R. 1W. U. M., running thence E 270 feet, thence N 125 feet, thence W 270 feet,  
thence S 125 feet to the point of beginning, in Mesa County, Colorado. Together  
with all water and water rights, ditches and ditch rights thereunto belonging,  
and more especially 7 shares of the capital stock of The Grand Valley Irrigation  
Company. Subject to taxes for the year 1954, payable in 1955, and subject to a  
Deed of Trust for the use of Modern Savings and Loan Association. (IRS \$7.70)  
/s/ Clyde E. Smith.

Ack. December 16, 1954 by Clyde E. Smith before Norman B. Hotchkiss, Notary  
Public, Mesa County, Colorado.  
(N. P. Seal) Commission expires September 16, 1958

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41

Clyde E. Smith  
to  
Junious A. Waid, Jr.

WARRANTY DEED \$10.00 and #624934  
other valuable consideration Book 632  
Dated July 10, 1954 Page 393  
Filed February 4, 1955  
At 3:45 o'clock P. M.

Conveys: Beginning at a point 30 feet N  
and 210 feet E of the SW corner of the NE¼ NE¼ SE¼ Sec. 12, Twp. 1S. R. 1W.  
U. M., thence N 135 feet, thence E 45 feet, thence S 135 feet, thence W 45 feet  
to the place of beginning, Subject to an easement over the N 10 feet for an  
alley or utility use. This property is conveyed together with all ditches and  
ditch rights of ways for the use thereof and subject to all reasonably necessary  
head and waste ditches for the use of grantor's and grantee's property. Mesa  
County, Colorado. Subject to taxes for 1954 payable in 1955 and thereafter.  
(IRS 55¢) /s/ Clyde E. Smith.

Ack. July 10, 1954 by Clyde E. Smith before Floyd M. Anderson, Notary Public,  
Mesa County, Colorado.  
(N. P. Seal) Commission expires April 5, 1958.

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42

Public Trustee, Mesa  
County, Colorado.  
to  
Present owner or owners

RELEASE DEED \$2.00 #629461  
Dated March 26, 1955 Book 638  
Filed March 28, 1955 Page 204  
At 11:03 o'clock A. M.

Releases: All that property conveyed in  
trust in and by Document No. 597193  
the same being that certain Deed of Trust dated March 16, 1954 and recorded  
March 18, 1954 in Book 600 on page 423 to secure The Modern Savings and Loan As-  
sociation, a Colorado Corporation, payment of the indebtedness. INDEBTEDNESS PAID.  
/s/ Burrell C. Reynolds, As the Public Trustee in said County of Mesa.

Ack. March 26, 1955 by Burrell C. Reynolds, as the Public Trustee in said County  
of Mesa, Colorado before Lena A. Williams, Notary Public, Mesa County, Colorado  
(N. P. Seal) Commission expires Sep. 23, 1957.

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43

Mildred Gilna,  
Arthur Gilna and  
Clyde A. Gilna  
to  
The Public

QUIT CLAIM DEED \$1.00 and #652367  
other valuable consideration Book 667  
Dated September 13, 1955 Page 219  
Filed November 8, 1955  
At 10:25 o'clock A. M.

Quitclaims: An easement over, along and across the W 30 feet and the S 30 feet of the W 7 1/2 acres of the NE 1/4 NE 1/4 SE 1/4 Sec. 12, Twp. 1S. R. 1W. U. M., for road purposes. An easement over, along and across the following described tract of land, to-wit: Beginning 155 feet N and 30 feet E of the SW corner of the NE 1/4 NE 1/4 SE 1/4 Sec. 12, Twp. 1S. R. 1W. U. M., thence E 270 feet, thence N 20 feet, thence W 270 feet, thence S 20 feet for alley or utility purposes. In Mesa County, Colorado..

/s/ Mildred Gilna, Arthur Gilna, Clyde A. Gilna.

Ack. September 13, 1955 by Mildred Gilna, Arthur Gilna and Clyde A. Gilna before Ruth McKeel, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires September 2, 1956

Ack. October 29, 1955 by Clyde A. Gilna before Toshio Ota, Notary Public, County of Denver, Colorado.

(N. P. Seal)

Commission expires October 17, 1959

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44

Clyde E. Smith  
to  
Arthur J. Kinsman and  
Ellen M. Kinsman, 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 #652368  
other valuable consideration Book 667  
Dated July 10, 1954 Page 220  
Filed November 8, 1955  
At 10:26 o'clock A. M.

Conveys: Beginning at a point 30 feet N and 165 feet E of the SW corner of the NE 1/4 NE 1/4 SE 1/4 Sec. 12, Twp. 1S. R. 1W. U. M., thence N 135 feet, thence E 45 feet, thence S 135 feet, thence W 45 feet to the place of beginning. Subject to an easement over the N 10 feet for an alley or utility use. Said property is conveyed together with all necessary ditches and ditch rights of ways and subject to reasonably necessary head and waste ditches for the use of grantor's and grantee's property. In Mesa County, Colorado, Except taxes for 1954 payable in 1955 and thereafter. (IRS 55¢)

/s/ Clyde E. Smith.

Ack. July 10, 1954 by Clyde E. Smith before Floyd M. Anderson, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires April 5, 1958

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45

Joseph E. Kinsman, Ellen  
M. Kinsman, Arthur J.  
Kinsman and Junious A. Ward, Jr.  
to  
S.R. Bray and Roxie Bray  
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 \$1.00 and #652369  
other valuable consideration Book 667  
Dated September 13, 1955 Page 221  
Filed November 8, 1955  
At 10:27 o'clock A. M.

Conveys: Beginning at a point 30 feet E and 30 feet N of the SW corner of the NE 1/4 NE 1/4 SE 1/4 Sec. 12, Twp. 1S. R. 1W. U. M., thence E 270 feet, thence N 135 feet, thence W 270 feet, thence S 135 feet to the place of beginning. Subject to an easement over, along and across the N 10 feet thereof for alley and utility purposes. In Mesa County, Colorado. Subject to taxes for the year 1955, payable in 1956 and subsequent taxes. (IRS \$3.85)

/s/ Joseph E. Kinsman, Ellen M. Kinsman, Arthur J. Kinsman, Junious A. Waid, Jr

Ack. Sept. 13, 1955 by Joseph E. Kinsman, Ellen M. Kinsman, and Arthur J. Kinsman before Ruth McKeel, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires Sept. 2, 1956

Ack. September 15, 1955 by Junious A. Waid, Jr., before Edward E. Hardt, Notary Public, Douglas County, Oregon.

(N. P. Seal)

Commission expires Feb. 6, 1956

(N. P. Seal shows Ernest E. Hardt)

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

Arthur Gilna,  
Mildred Gilna and  
Clyde A. Gilna, Sellers  
and  
Carl H. Seely, Purchaser

AGREEMENT

Dated February 8, 1956  
Filed February 20, 1956  
At 9:05 o'clock A. M.

#661200  
Book 677  
Page 65

46

WHEREAS, Gilna is the owner of and desires to sell and Seely desires to buy, for the total sales and purchase price of \$21,000.00, the following described real estate situate in Mesa County, Colorado, to-wit:

The West 7.5 acres of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 12, Twp. 1S. R. 1W. U. M., excepting therefrom a tract described as follows: Beginning 30 feet N and 30 feet E of the SW corner of said NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ , thence E 270 feet, thence N 125 feet, thence W 270 feet, thence S to the point of beginning; also excepting therefrom a tract described as follows: Beginning at the NW corner of said NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ , thence E 72 feet, thence S 300 feet, thence W 72 feet, thence N to the point of beginning; Subject to those certain easements as described in the quit claim deed recorded in Book 667 at page 219 of the records of Mesa County, Colorado; Together with 6 shares of the capital stock of Grand Valley Irrigation Company;

WHEREAS, Seely has paid Gilna the sum of \$5,000.00 cash in hand paid, receipt whereof is hereby acknowledged by Gilna, and each of them;

NOW, THEREFORE, in consideration of the payment herein receipted for, and the mutual covenants herein contained and other valuable considerations, it is agreed as follows:

1. Subject to the conditions hereinafter stated, the balance of the sales and purchase price, to wit \$16,000.00 shall be paid on or before July 15, 1956. The deferred balance of the purchase price shall bear interest at the rate of 6% per annum from date until paid. Seely reserves the right to pay all or any part of the balance of the sales and purchase price at any time after date hereof.

2. Upon receipt of the full sales and purchase price, Gilna shall convey marketable title to the above described real estate to Seely by good and sufficient warranty deed, subject only to real estate taxes for the year 1955 and thereafter. Simultaneously with the delivery of such deed, Gilna shall deliver to Seely an abstract of title to the premises described above, brought down to date and certified to show marketable title in Gilna.

3. Real estate taxes for the year 1956 shall be prorated to date of this agreement. Gilna shall pay all taxes accruing prior to date of this agreement and Seely shall assume and pay all taxes accruing subsequent to the date of this agreement.

4. Seely shall be entitled to immediate possession of the premise for the purpose of conducting and performing surveys and other matters necessary to plat and subdivide said real estate. Provided, that Seely agrees not to construct or erect any improvements on said real estate until the full sales and purchase price, together with interest thereon, has been paid.

5. Gilna and each of them agree to use their best effort to assist Seely in obtaining annexation of the above described real estate to, and as a part of, the City of Grand Junction, Colorado. In respect to such annexation, Gilna and each of them agree to execute all necessary petitions, plats and other documents necessary and relating to such annexation. Provided, that Seely shall pay all expenses incidental to such annexation and Gilna shall not be expected to contribute or pay any expense in respect thereto.

6. If Seely fails to make the payments provided for herein on or before the due date, or in the event Seely fails to perform any of the covenants on his part herein contained, Gilna may, at their election, terminate this agreement by giving Seely 30 days written notice, addressed to Seely at Meeker, Colorado, by United States Registered or Certified Mail, return receipt requested. Upon Seely's failure to make any payments then in default or to perform any covenants then in default, within such 30 day period, this agreement shall, upon the expiration of such period, be fully terminated and Seely shall have no further right, title or interest in or to the real estate described above and Gilna may retain, in full satisfaction of all loss or damage sustained by them, all payments theretofore made by Seely.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

/s/ Arthur Gilna, Mildred Gilna, Clyde A. Gilna

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



47. S. R. Bray and Roxie Bray to The Northeast Christian Church of Grand Junction, Colorado.

WARRANTY DEED \$1.00 and other valuable consideration Dated January 16, 1956 Filed February 27, 1956 At 11:26 o'clock A.M. Conveys: Beginning at a point 30 feet E and 30 feet North of the SW corner of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 12, T1S, R1W, U.M., thence E 270 feet, thence N 135 feet thence W 270 feet, thence S 135 feet to the place of beginning. Subject to an easement over, along and across the N 10 feet thereof for alley and utility purposes, Mesa County, Colorado. Subject to taxes for the year 1956, payable in 1957 and subsequent taxes. (IRS \$3.85)

/s/ S. R. Bray, Roxie Bray.  
Ack. January 16, 1956 by S. R. Bray and Roxie Bray before Ruth McKeel, Notary Public, Mesa County, Colorado.  
(N. P. Seal)

#661703  
Book 677  
Page 389

Commission expires Sept. 2, 1956

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48. Northeast Christian Church of Grand Junction, Colorado

AFFIDAVIT OF INCORPORATION Filed December 16, 1955 At 3:57 o'clock P.M. State of Colorado, County of Mesa, ss

I do solemnly swear that at a meeting of the members of the Northeast Christian Church of Grand Junction, Colorado, held at Grand Junction, in the County of Mesa and State of Colorado, on the 11th day of December A.D. 1955, for that purpose, the following persons were elected trustees: Forrest S. Clodfelter, Dow Hough, Leslie Lively, adopted as its corporation name Northeast Christian Church of Grand Junction, Colorado, and at said meeting this affiant acted as Secretary. The Power to adopt by-laws and from time to time amend by-laws is reserved to the congregation.

/s/ Edythe Mae Clodfelter.  
Subscribed and sworn to before me this 16th day of December A.D. 1955. before Nellie L. Jones, Notary Public, Mesa County, Colorado.  
(N. P. Seal)

#655532  
Filed #4604

Commission expires March 2, 1957

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

49. Northeast Christian Church of Grand Junction, Colorado.

AFFIDAVIT Filed January 13, 1956 At 9:52 o'clock A.M. State of Colorado, County of Mesa, ss

I, do solemnly swear (or affirm) that at a meeting of the members of the Northeast Christian Church of Grand Junction, Colorado, held at Grand Junction in the County of Mesa, Colorado on the 11th day of December 1955 the following persons Forrest S. Clodfelter, Dow Hough, Leslie Lively were elected, appointed or selected as members of the governing board of trustees adopted as its corporate name Northeast Christian Church of Grand Junction, Colorado. That the purpose of the corporation is to provide for public worship and to render religious, educational and philanthropic service to humanity, and to own and maintain such lands and buildings as may be necessary to conduct the affairs of the corporation. The Power to adopt by-laws and from time to time amend by-laws is reserved to the congregation. At said meeting the affiant acted as chairman or secretary

/s/ Edythe Mae Clodfelter (Chairman-Secretary)  
Subscribed and sworn to before me, at Grand Junction by Edythe Mae Clodfelter this 5th day of January 1956 before Warren L. Turner, Notary Public, Mesa County, Colorado.  
(N. P. Seal)

#657692  
Filed #4619

Commission expires September 23, 1957

United States of America)  
S t a t e of Colorado )ss

C E R T I F I C A T E

I, George J. Baker, Secretary of State of the State of Colorado, do hereby certify that the annexed is a full, true and complete copy of the original Certificate of Incorporation of Northeast Christian Church of Grand Junction, Colorado filed in this office on the 9th day of January A.D. 1956 and admitted to record. 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 9th day of January A.D. 1956.  
/s/ George J. Baker, Secretary of State; F. J. Serafino, Deputy.

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BOOK **712** PAGE **282**

AMENDMENT TO PROTECTIVE COVENANTS

We, the undersigned owners of the following described real property situate in Mesa County, Colorado, to-wit:

Blocks 1 and 3 and Lots 1-11 in Block 2, Melrose Subdivision in the City of Grand Junction, Colorado,

having heretofore entered into Protective Covenants concerning said lands, which Protective Covenants are recorded in Book 696 at Page 546 in the records of the County Clerk and Recorder of Mesa County, Colorado, and being desirous of altering and changing such Covenants as they apply to certain lots within the area heretofore denominated, do hereby amend said Protective Covenants so that the City of Grand Junction, Colorado, may, in addition to the use permitted by said Protective Covenants, utilize the following described lots, to-wit:

Lots 1 to 7, both inclusive, and Lots 9 to 15, both inclusive, all in Block 1 of Melrose Subdivision in the City of Grand Junction, Mesa County, Colorado,

for general park purposes.

*Forrest D. Litsey*  
*Louise E. Litsey*  
*[Signature]*

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

On this 20 day of May, 1957, personally appeared before me Forrest D. Litsey, Louise E. Litsey, ~~Earle Barbour~~ and Earle Barbour, to me known to be the persons who executed the foregoing and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.

*Earle Barbour*  
Notary Public

My commission expires:

My Commission expires April 12, 1958



MS

6976559

No. 3947 a

AMENDMENT TO PROTECTIVE  
COVENANTS BIKS 1 & 3 and  
Lots 1/11 Blk 2 Melrose Sub  
Barbour Const. Co. - to permit  
park

STATE OF COLORADO  
County of Mesa  
I hereby certify that this instrument was  
filed for record

JUN 28 1957

at 11:25 a.m. and recorded  
in Book 712 Page 282  
KIMBLE D. STORH, Deputy Clerk & Recorder  
By *William D. Geyer* Deputy

City -

1.55

INDEXED  
PS

*[Faint, illegible text, possibly a signature or stamp]*

*[Faint, illegible text, possibly a signature or stamp]*



No. 35236

Continuation of

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

to

Lots One (1) to Seven (7), both inclusive, and Lots Nine (9) to Fifteen (15), both inclusive in Block One (1) of Melrose Subdivision in Mesa County, Colorado.

From February 27, 1956 at 11:27 o'clock A.M.

#####

50.

Clyde A. Gilna  
to  
Arthur Gilna

POWER OF ATTORNEY  
Dated March 26, 1956  
Filed May 10, 1956  
At 2:07 o'clock P.M.

#668099  
Book 684  
Page 445

KNOW ALL MEN BY THESE PRESENTS: That Clyde A. Gilna of the City and County of Denver

in the State of Colorado reposing special trust and confidence in Arthur Gilna of the County of Mesa in the State of Colorado have made, constituted and appointed and by these presents do make, constitute and appoint the said Arthur Gilna true and lawful attorney for him and in his name, place and stead, for his sole use and benefit to execute and approve any documents, platting or requesting the annexation to the City of Grand Junction, Mesa County, Colorado, of the following described property situated in said county and state.

The West 7 1/2 acres of the NE 1/4 NE 1/4 SE 1/4 Sec. 12, T1S, R1W, U.M., except beginning at the NW corner of the NE 1/4 NE 1/4 SE 1/4 Sec. 12, T1S, R1W, U.M. thence E 72 feet, thence S 300 feet, thence W 72 feet, thence N 300 feet to the point of beginning and except beginning 30 feet N and 30 feet E of the SW corner of the NE 1/4 NE 1/4 SE 1/4 Sec. 12, T1S, R1W, U.M., thence E 270 feet, thence N 135 feet, thence W 270 feet, thence S 135 feet to the point of beginning.

Hereby giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation hereby ratifying and confirming all that my said attorney or his substitutes shall lawfully do or cause to be done by virtue hereof.

/s/ Clyde A. Gilna.

Ack. March 26, 1956 by Clyde A. Gilna before Toshio Ota, Denver County, Colorado.

(N. P. Seal)

Commission expires October 17, 1959

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MELROSE SUBDIVISION

PLAT AND DEDICATION

Dated April 16, 1956  
Filed May 28, 1956  
At 1:55 o'clock P.M.

#669357  
Plat Book 9  
Page 2

KNOW ALL MEN BY THESE PRESENTS: That the undersigned are the owners of the following described tract of land: The NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 12, T. 1S. R. 1W. of the Ute Principal Meridian, in Mesa County, Colorado. NOW THEREFORE: The undersigned owners have caused this plat to be prepared and the same to be filed in the office of the County Clerk and Recorder of Mesa County, Colorado, and do hereby dedicate to the public forever all streets, avenues, courts, drives, alleys and easements as indicated on this plat. AND FURTHERMORE: We, the undersigned, do hereby name the aforesaid tract of land MELROSE SUBDIVISION.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this 16th day of April, 1956.

/s/ Earle Barbour, Forrest D. Litsey, Louise E. Litsey, Carl H. Seely, Arthur Gilna, Mildred Gilna, Clyde A. Gilna by Arthur Gilna, Northeast Christian Church \_\_\_\_\_ Dow Hough, Trustee, Leslie Lively, Trustee, F. S. Clodfelter, Trustee

Ack. April 16, 1956 by Earle Barbour, Forrest D \_\_\_\_\_ & Louise E. Litsey, Dow Hough, Leslie Lively, F. S. Clodfelter \_\_\_\_\_, Arthur Gilna, Carl H. Seely and Mildred Gilna \_\_\_\_\_ before Mamie Barbour, Notary Public, Mesa County, Colorado.

(N. P. Seal) Commission expires April 12, 1958

ORIGINAL DESCRIPTION

- Earle Barbour The East 2 1/2 acres of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 12, T. 1S. R. 1W. Ute P.M.
- Forrest D. \_\_\_\_\_ and Louise E. Litsey Beginning at the NW Cor. of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Sec. 12, T. 1S. R. 1W. Ute P.M. thence East 72' thence South 300' thence West 72' thence North 300' to the point of beginning.
- Northeast Christian Church of Grand Junction, Colo. Beginning 30' North and 30' East of the SW Cor. of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 12, T. 1S. R. 1W. Ute P.M., thence East 270' thence North 135' thence West 270' thence South 135' to the point of beginning.
- Arthur \_\_\_\_\_ Mildred \_\_\_\_\_ and Clyde A. Gilna (Contract Purchaser: Carl H. Seely) The W 7-1/2 acres of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 12, T. 1S. R. 1W. Ute P.M. except those tracts described above owned by Forrest D. \_\_\_\_\_ and Louise E. Litsey, and the Northeast Christian Church \_\_\_\_\_

NEW DESCRIPTIONS

- Earle Barbour Lots 1-10 incl. Block 3.
- Forrest D. \_\_\_\_\_ & Louise E. Litsey Lots 8 and 16, Block 1.
- Northeast Christian Church of Grand Junction, Colo. Lot 12, Block 2.
- Arthur \_\_\_\_\_ Mildred \_\_\_\_\_ and Clyde A. Gilna Lots 1-7 incl., & Lots 9-15 incl., all in Block 1, and Lots 1-11 incl., Block 2.

Surveyors Certificate. I, Davis C. Holder, hereby certify that this map is a true and correct plat of the land described hereon and the proposed subdivision thereof, and is based on the field notes of an actual survey made under my supervision in Feb. 1956. /s/ Davis C. Holder Reg. Land Surveyor No. 1833 (Seal) Approved by the Planning Commission of the City of Grand Junction, Colorado April 18, 1956 /s/ Howard H. McMullin, Chairman.

This plat of the Melrose Subdivision was approved and accepted this April 18, 1956 /s/ Herbert M. Wright, President of the Council Attest: Helen C. Tomlinson, City Clerk

Approved by the City Engineering Office /s/ J. A. Burton, City Engineer.



Mesa County, Colorado  
Board of County Commissioners  
to  
T h e S t a t e

ORDER

Dated May 7, 1956

Filed May 14, 1956

At 10:10 o'clock A.M.

State of Colorado, County of Mesa, ss

At a regular meeting of the Board of

County Commissioners for Mesa County, Colorado, held at the Court House, in Grand Junction on May 7, 1956, there were present: Roe Saunders, Chairman, Henry Tupper, Commissioner, Gerald Ashby, County Attorney, Annie M. Dunston, Clerk, when the following proceedings, among others, were had and done, to-wit:

A resolution to establish Fruitvale Planning District within the unincorporated portions of Mesa County, Colorado, to regulate and restrict therein the location and use of buildings and land for industry, trade, residence or other uses; to regulate and restrict the height and size of buildings and the size of yards, courts and other open spaces surrounding buildings; to regulate and district the density and distribution of population; to provide for the change and amendment of such regulations and the boundaries of district; to provide for a Board of Adjustment; to provide for enforcement of and to prescribe penalties for violation of the provisions thereof.

Be it resolved by the Board of County Commissioners of Mesa County, Colorado, in lawful meeting assembled; in pursuance of authority conferred by Chapter 92, Session laws of Colorado of 1939 and for the purpose of promoting public health, safety, morals, convenience, order, prosperity and welfare, including, amongst other things, the lessening of congestion in the public streets and highways, securing safety from fire and other dangers, providing adequate light and air, protection of the tax base, and protection of both urban and non-urban development, it is hereby provided as Follows:

#### FRUITVALE PLANNING DISTRICT MESA COUNTY, COLORADO

##### Section 1: DISTRICTS

##### Establishment of Districts

In order to carry out the provisions of this resolution, there are hereby created in the Fruitvale Planning District in Mesa County, Colorado, the following classifications for zoning districts:

- R3, Residential District
- R4, Residential District
- RR, Rural District
- T, Tourist District
- B, Business District
- I, Industrial District

##### Zoning Map

The Boundaries of these districts are established as shown on a map entitled "Zoning District Map for the Fruitvale Planning District in Mesa County, Colorado, dated the 7th day of May, 1956, which map is hereby made a part of this resolution. ( includes property under examination )

( Continued on next sheet )

#668305

Filed

Section II: APPLICATION OF REGULATIONS

Existing Buildings

The regulations contained herein are not retroactive in their application on existing buildings, but apply only to buildings established after the effective date of this resolution.

Agricultural Buildings and Uses

The provisions of this resolution shall not apply to farm and ranch dwellings and to farm and ranch buildings located on a lot of more than two acres in size with a lot width of more than 200 feet and constructed more than 100 feet from the center line of a public right of way.

General Application

Except as otherwise provided, no buildings, or other structure, or land shall be used, and no building or other structure shall be erected, reconstructed, or structurally altered except in conformance with the regulations herein specified for the district in which such building is located.

Section III: R3, RESIDENTIAL DISTRICT

Uses Permitted

1. One-family dwellings;
2. Two-family dwellings;
3. Public schools, parks, playgrounds, and recreational area;
4. Churches and church schools;
5. Hospitals;
6. Public utility mains, transmission and distribution lines, substations and exchanges;
7. Farm and garden buildings and uses---provided that all such buildings and storage areas are located at least 100 feet from dwellings on other lots;
8. Home occupations;
9. Stands for the sale of agricultural products produced on the premises-- provided such stands maintain the required setbacks stated herein;
10. Identification signs---one per lot, and only if such signs are unlighted, less than 3 square feet in area, and describe the lot upon which they are located;
11. Accessory buildings and uses.

Minimum Lot Area

Unsubdivided land . . . . .	21,000 square feet per dwelling unit
Subdivided land . . . . .	14,000 square feet per dwelling unit

Minimum Lot Width

Unsubdivided land . . . . .	150 feet
Subdivided land . . . . .	100 feet

Minimum Setback

Major highways . . . . .	.100 feet from the center line of the right of way
Other roads . . . . .	50 feet from the center line of the right of way.

Minimum Side Yard

For all principal buildings and for accessory buildings when located on the front one-half of the lot . 10 feet.

Minimum Floor Area

For all dwelling units. . . . . 800 square feet, except for those dwellings located in the area marked R3 (1) on the Zoning District Map where a minimum of 650 square feet shall be permitted.



No. 52 Continued

Section IV: R4, RESIDENTIAL DISTRICT

Uses Permitted

1. Any use permitted in the R3 District, subject to all requirements specified for such R3 District, unless otherwise stated herein.
2. Multiple family dwellings.

Minimum Lot Area

- Per dwelling on - - -
  - Unsubdivided land . . . . . 14,000 square feet
  - Subdivided land . . . . . 10,000 square feet
- Per dwelling unit . . . . . 5,000 square feet

Minimum Lot Width

- Per dwelling on - - -
  - Unsubdivided land . . . . . 100 feet
  - Subdivided land . . . . . 70 feet
- Per dwelling unit . . . . . 25 feet

Minimum Setback

- Major highways . . . . . 100 feet from the center line of the right of way
- Other roads . . . . . 50 feet from the center line of the right of way

Minimum Side Yard

For all principal buildings and for accessory buildings when located on the front one-half of the lot . . . 10 feet

Maximum Height of Buildings . . . 35 feet

Minimum Rear Yard

Principal buildings . . . . . 20 feet

Minimum Off-Street Parking

- Dwellings . . . . . one space for every dwelling unit.
- Churches and schools . . . . . one space for every 100 square feet of auditorium floor area

Minimum Floor Area

For all dwelling units . . . . . 800 square feet

Section V: RR, RURAL DISTRICT

Uses Permitted

1. Any use permitted in the R3 District;
2. Farm, ranch and agricultural buildings and uses;
3. Resort cabins and lodges;
4. Airports;
5. Cemeteries;
6. Fur farms, kennels, and veterinary hospitals;
7. Mines, quarries, gravel pits, and oil drilling;
8. Riding academies;
9. Radio Transmitting stations;
10. Nurseries and greenhouses;
11. Identification signs---one per lot and only if such signs are less than 10 square feet in area, describe the lot upon which they are located, and are unlighted when such use is not in operation.

( Continued on next sheet )

No. 52 Continued

Minimum Setback

- Major highways . . . . . 100 feet from the center line of the right of way
- Other roads . . . . . 50 feet from the center line of the right of way

Minimum Lot Area

- Per dwelling . . . . . one acre

Minimum Floor Area

- For all dwelling units . . . . . 650 square feet

Section VI: B, BUSINESS DISTRICT

Uses Permitted

1. Any use permitted in the R4 District;
2. Any general business or retail sales outlet, commercial or wholesale activity, including:
  - automobile repair shops,
  - bakeries,
  - banks,
  - boarding and rooming houses,
  - builders' supply yards and lumber yards,
  - cleaning establishments,
  - dairies,
  - gasoline stations,
  - hotels and motels,
  - laundries,
  - medical and dental clinics,
  - membership clubs,
  - personal service shops,
  - places serving food or beverages,
  - places of amusement or recreation,
  - printing and publishing establishments,
  - private schools,
  - professional offices,
  - resort cabins and lodges,
  - restaurants and tea rooms,
  - storage warehouses,
  - signs for identification and advertising,
  - trailer camps - - - subject to approval of the Board of Adjustment as to location, minimum area per trailer coach space, and required roadway and sanitation facilities with standards adopted by the Trailer Coach Manufacturers' Associations considered minimum requirements.

Minimum Setback

- Major highways . . . . . 100 feet from the center line of the right of way.
- Other roads . . . . . 50 feet from the center line of the right of way.

Minimum Off-Street Parking

- For all permitted uses . . . . . one space for each 200 square feet of floor area.

( Continued on next sheet )



Section VII: I, INDUSTRIAL DISTRICT

Uses Permitted

1. All uses not otherwise prohibited by law, provided, however, that none of the following uses shall be established unless approved by the Board of Adjustment:
  - smelting of ore;
  - manufacture of explosives;
  - junk yards;
  - garbage, offal or dead animal dumping or reduction operations;
  - or any addition to any of the foregoing uses.

Section VIII: SUPPLEMENTARY REGULATIONS

Regulations specified in other sections of this resolution shall be subject to the following interpretations and exceptions:

Uses Permitted

Illumination of uses...any light used to illuminate signs, parking areas, or for any other purposes shall be so arranged as to reflect the light away from nearby residential properties, and away from the vision of passing motorists.

Minimum Lot Area  
and

Minimum Lot Width

Small lots . . . where an individual lot was held in separate ownership from adjoining properties or was platted and recorded at the time of passage of this resolution, and has less area and/or less width than required in other sections of this resolution, such a lot may be occupied according to the permitted uses provided for the district in which such lot is located.

Reduction . . . no part of an area or width required for a lot for the purpose of complying with the provisions of this resolution shall be included as an area or width required for another building.

Adjacent Streets and Roads. . . in measuring the minimum lot area, one-half the area of adjacent streets or roads may be included.

Minimum Setback

Developed areas . . . where lots comprising 50 per cent or more of the frontage on one side of a street between intersecting streets have been improved with buildings at the time of passage of this resolution, the average setback of such buildings shall be the minimum setback required for all new construction in such block.

Minimum Floor Area

In measuring the minimum floor area as required, all measurements shall be along outside walls of the living area, not including garage or carport area.

Minimum Off-Street Parking

Each space shall be not less than 10 feet wide, 20 feet long and 7 feet high and shall have vehicular access to a street or alley.

Section IX: NON-CONFORMING USES

Except as provided in this section, the lawful use of any building or land existing at the time of enactment of this resolution, or of any amendments to this resolution, may be continued even though such use does not conform to the requirements of this resolution.

Repairs and Maintenance

Ordinary repairs and maintenance of a non-conforming building shall be permitted.

Restoration

A non-conforming building which has been damaged by fire or other causes may be restored to its original condition, provided such work is commenced within one year of such calamity.

Abandonment

Whenever a non-conforming use has been discontinued for a period of one year, such use shall not thereafter be re-established, and any future use shall be in conformance with the provisions of this resolution.

**Change in Use**

A non-conforming use shall not be changed to a use of lower, or less restrictive classification; such non-conforming use may, however, be changed to another use of the same or higher classification.

**Extensions**

A non-conforming use shall not be extended.

**Section X: BOARD OF ADJUSTMENT, VARIANCES**

**Power and Duties**

The Board of Adjustment shall have the following powers and duties, all of which shall be exercised subject to the laws of the State of Colorado and subject to appropriate conditions and safeguards, in harmony with the purpose and intent of this resolution and in accordance with the public interest and the most appropriate development of the area.

1. To hear and decide appeals from, and review any order, requirement, decision or determination made by an administrative official charged with enforcement of the regulations established by this resolution.
2. To hear and decide requests for special exceptions as referred to such Board in other sections of this resolution.
3. To authorize upon appeal in specific cases variances from the terms of this resolution, where, by reason of exceptional shape, size or topography of lot, or other exceptional situation or condition of the building or land, practical difficulty or unnecessary hardship would result to owners of said property from a strict enforcement of this resolution.

**Procedure**

The Board of Adjustment shall hold a public hearing on all applications and appeals with the following special conditions required;

1. A notice of said hearing shall be provided either by legal publication in a newspaper of general circulation within the County, by posting notice signs on the premises of the property in question, or by mailing a written notice of said hearing to owners of property within 300 feet of the property in question.
2. For applications for variances relating to the use requirements of this resolution, a fee of \$10.00 shall be charged to cover the cost of advertising and processing. For all other applications a fee of \$5.00 shall be charged to cover such costs.
3. Unless otherwise stated in the Board of Adjustment minutes, all variances permits shall be valid for a period of time not to exceed twelve months from the time such variance is granted.

**Organization**

A Board of Adjustment for the Fruitvale Planning District in Mesa County, Colorado, is hereby established. The word "Board", when used in this section, shall be construed to mean the three members of the Fruitvale District Planning Commission. Until otherwise provided, the members of the Board shall serve without compensation.

Any member of the Board of Adjustment may be removed for cause by the Board of County Commissioners upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term in the same manner as in the case of original appointments.

The Board of County Commissioners may appoint associate members of such Board, and in the event that any regular member be temporarily unable to act owing to absence from the County, illness, interest in a case before the Board, or any other cause, his place may be taken during such temporary disability by an associate member designated for the purpose.

Meetings of the Board of Adjustment shall be held at the call of the Chairman and at such other times as the Board in its rules of procedure may specify. The Chairman, or in his absence, the acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Board of Adjustment shall be open to the public.



The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. The Board may adopt supplemental rules of procedure not inconsistent herewith.

#### Section XI: AMENDMENTS

##### General Procedure

Amendments to this resolution shall be in accordance with the laws of the State of Colorado which require the following action before adoption of any such amendment:

1. Study and recommendation on the proposed amendment by the Fruitvale District Planning Commission.
2. Study and recommendation on the proposed amendment by the County Planning Commission.
3. Completion of a public hearing before the Board of County Commissioners after at least 30 days' notice of the time and place of such hearing shall have been given by at least one publication in a newspaper of general circulation within the county.

##### Special Procedure

Before submitting a report and recommendation on any proposed amendment to this resolution, as required in No. 1 above, the Fruitvale District Planning Commission shall hold a public hearing on the proposed amendment with the following special conditions required:

1. A notice of said hearing shall be provided either by legal publication in a newspaper of general circulation within the County, by posting notice signs on the premises of the property in question, or by mailing a written notice of said hearing to owners of property within 300 feet of the property in question.
2. For proposed amendments to the "Zoning District Map", a fee of \$15.00 shall be charged to cover the cost of advertising and processing. For all other proposed amendments, a fee of \$5.00 shall be charged to cover such costs.

#### Section XII: INTERPRETATION, CONFLICT WITH OTHER LAWS

In their interpretation and application, the provisions of this resolution shall be held to be minimum requirements adopted for the promotion of the public health, safety and welfare. Whenever the requirements of this resolution are at variance with the requirements of any other lawfully adopted rules, regulations or resolutions, the more restrictive, or that imposing the higher standards shall govern.

#### Section XIII: DEFINITIONS

For the purpose of this resolution certain words or phrases are defined as follows:

When not inconsistent with the content, words used in the present tense include the future; words in the singular number include the plural number; words in the plural number the singular number and the masculine includes the feminine.

##### "Accessory Building"

A detached subordinate building, the use of which is customarily incidental to that of the main building or to the main use of the land and which is located on the same lot with the main building or use, and not including those buildings defined herein as farm and garden buildings.

##### "Accessory Use"

A use naturally and normally incidental to, subordinate to and devoted exclusively to the main use of the premises.

##### "Board and Rooming House"

A building or portion thereof which is principally used to accommodate, for compensation, five or more boarders or roomers, not including members of the occupant's immediate family who might be occupying such building. The "compensation" shall include

( Continued on next sheet )

## No.52 Continued

compensation in money, services or other things of value.

**"Building"**

Any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, and not including advertising sign boards or fences.

**"Dwelling"**

Any building or portion thereof which is used as the private residence or sleeping place of one or more human beings, but not including hotels, motels, tourist courts, trailers, resort cabins, clubs, hospitals, or similar uses.

**"Dwelling, One-Family"**

A detached building designed exclusively for occupancy by one family.

**"Dwelling, Two-Family"**

A detached building designed exclusively for occupancy by two families living independently of each other.

**"Dwelling, Multiple-Family"**

A building, or portion thereof, designed for or occupied by three or more families living independently of each other.

**"Family"**

An individual or two or more persons related by blood or marriage; or a group of not to exceed five persons (excluding servants) living together as a single house-keeping unit in a dwelling unit.

**"Home Occupation"**

Any use conducted principally within a dwelling and carried on by the inhabitants, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof.

**"Lot"**

A parcel of real property as shown with a separate and distinct number or letter on a plat recorded in the Mesa County Court House, or when not so platted, in a recorded subdivision a parcel of real property abutting upon at least one public street and held under separate ownership.

**"Non-Conforming Buildings"**

A building or structure or portion thereof built prior to the effective date of this resolution, or any amendment thereto and conflicting with the provisions of this resolution applicable to the zone in which it is situated.

**"Non-Conforming Use"**

The use of a structure or premises conflicting with the provisions of this resolution.

**"Outdoor Advertising Signs"**

Any card, cloth, paper, metal, painted, wooden, glass, plaster, stone, or other sign of any kind placed for outdoor advertising purposes on the ground, or on any tree, wall, bush, rock, post, fence, building, structure or thing whatsoever.

**"Person"**

The word "Person" shall also include association, firm, co-partnership or corporation.

**"Street"**

A public thoroughfare which affords the principal means of access to abutting property.

**"Setback"**

The distance extending across the full width of the lot between the centerline of the adjoining street and the nearest line or point of the building.

**"Subdivided Land"**

Land located within a subdivision approved by Mesa County Officials, recorded in the office of the County Clerk, and having lot sizes of approximately one acre or less.

**"Structure"**

Anything constructed or erected, which requires location on the ground or attached to something having a location on the ground, but not including fences or walls used as fences less than six feet in height, poles, lines, cables, or other transmission or distribution facilities of public utilities.



"Use"

The purpose for which land or building is designed, arranged, or intended, or for which either is or may be occupied or maintained.

"Width of Lot"

The distance parallel to the front lot line measured between side lot lines through that part of the building or structure where the lot is narrowest.

Section XIV: VALIDITY

Should any section, clause or provision of this resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not effect the validity of this resolution as a whole or any part thereof, other than the part so declared to be invalid.

Section XV: VIOLATIONS AND PENALTIES

Any person or corporation, whether as principal, agent, employee, or otherwise, who violates any of the provisions of this resolution shall be fined not exceeding one hundred dollars (\$100.00) for each offense, such fine to inure to the County of Mesa. Each day of the existence of any violation shall be deemed a separate offense. The erection, construction, enlargement, conversion, moving or maintenance of any building or structure and the use of any land or building which is continued, operated or maintained, contrary to any provisions of this resolution is hereby declared to be a violation of this resolution and lawful. The District Attorney shall immediately, upon any such violation having been called to his attention, and upon being directed by the Board of County Commissioners, institute injunction, abatement, or any other appropriate action to prevent, enjoin, abate or remove such violation. Such action may also be instituted by any property owner who may be especially damaged by any violation of this resolution. The remedy provided for herein shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law.

Section XVI: REPEALS, EFFECTIVE DATE

All resolutions of the County of Mesa inconsistent herewith to the extent of such inconsistency, and no further, are hereby repealed.

The repeal of any of the above-mentioned resolutions does not revive any other resolution or portion thereof repealed by said resolution.

Such repeals shall not affect or prevent the prosecution or punishment of any person for the violation of any resolution repealed hereby, for an offense committed prior to the repeal.

This resolution shall become effective on the 7th day of May. Certificate of true copy attached May 10, 1956 by Annie M. Dunston, County Clerk.

( Mesa County, Colorado Seal)

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53.

For plat of Fruitvale Planning see entry No. 53 on inside yellow cover sheet at the end of this abstract.

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54. Arthur Gilna, Mildred Gilna and Clyde A. Gilna to Carl H. Seeley

WARRANTY DEED \$10.00 and other valuable considerations  
 Dated July 12, 1956  
 Filed July 23, 1956  
 At 4:33 o'clock P.M.

#673810  
 Book 690  
 Page 470

Conveys: The W 7.5 acres of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 12, T1S, R1W, U.M., excepting therefrom a tract described as follows: Beginning 30 feet N and 30 feet E of the SW corner of said NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ , thence E 270 feet, thence N 125 feet, thence W 270 feet, thence S to the point of beginning; Also excepting therefrom a tract described as follows: Beginning at the NW corner of said NE $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ , thence E 72 feet, thence S 300 feet, thence W 72 feet, thence N to the point of beginning; subject to those certain easements as described in the quit claim deed recorded in book 667 at page 219 of the records of Mesa County, Colorado; Together with 6 shares of the capital stock of the Grand Valley Irrigation Company, Mesa County, Colorado. (IRS \$23.10)

/s/ Arthur Gilna, Mildred Gilna, Clyde A. Gilna.  
 Ack. July 12, 1956 by Clyde A. Gilna before Toshio Ota, Notary Public, Denver County, Colorado  
 (N. P. Seal) Commission expires October 17, 1959

Ack. July 12, 1956 by Arthur Gilna and Mildred Gilna before Norman B. Hotchkiss, Notary Public, Mesa County, Colorado.  
 (N. P. Seal) Commission expires Sept. 16, 1958

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55. Carl H. Seely to Earl Barbour

WARRANTY DEED \$10.00 and other valuable considerations  
 Dated September 6, 1956  
 Filed September 11, 1956  
 At 3:01 o'clock P.M.

#677213  
 Book 694  
 Page 121

Conveys: Lots 1, 2, 3, 4 and 5 in Block 1 of Melrose Subdivision in the City of Grand Junction, Colorado, Mesa County, Colorado; subject to 1956 and subsequent taxes. (IRS \$4.40)

/s/ Carl H. Seely.  
 Ack. September 6, 1956 by Carl H. Seely, before Anita Streff, Notary Public, Mesa County, Colorado.  
 (N. P. Seal) Commission expires October 24, 1959

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56. Carl H. Seely to Earle Barbour

WARRANTY DEED \$10.00 and other valuable considerations  
 Dated July 20, 1956  
 Filed September 11, 1956  
 At 3:00 o'clock P.M.

#677212  
 Book 694  
 Page 120

Conveys: Lots 14 and 15 in Block 1 in Melrose Subdivision and Lots 6, 7 and 8 in Block 2 in Melrose Subdivision, Mesa County, Colorado. (IRS \$4.40) subject to the 1956 taxes and subsequent taxes.

/s/ Carl H. Seely.  
 Ack. July 20, 1956 by Carl H. Seely, before Philip G. Dufford, Notary Public, Mesa County, Colorado.  
 (N.P. Seal) Commission expires May 17, 1958

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We, etc. owners Colorado,  
having heretofore entered into  
protective covenants concerning  
said lands, which protective  
covenants are recorded in Book 696  
at Page 546 in the records of  
the County Clerk and Recorder of  
Mesa County, Colorado and  
being desirous of altering and  
changing such covenants as they  
apply to <sup>certain of said lots</sup> ~~the following described~~  
lots, to-wit:

Lots 1-7 <sup>both</sup> inclusive and  
lots 9-15 both inclusive in  
Block 1 of McRose Subd in  
the City of Grand Junction,  
Mesa County, Colorado.



do hereby declare and amend  
said protective covenants so  
that the City of Grand Junction,  
Colorado, may, in addition to  
the use permitted by said  
Protective Covenants utilize the  
following described lots, to-wit:  
replat.

for general park purposes.

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CLIENT'S COPY

# THE MESA COUNTY ABSTRACT COMPANY

531 ROOD AVENUE  
GRAND JUNCTION, COLORADO

DATE 5-10 1957

NAME City of Grand Junction

ADDRESS \_\_\_\_\_

CASH	CHARGE	ON ACCT.	PAID OUT	PROCESSED BY
	<input checked="" type="checkbox"/>			

ABSTRACT NO. 35236.

PROPERTY OF Barbour

DESCRIPTION:

L 1 to 7 incl & L 9 to 15  
incl Blk 1, parcel

CERTIFIED TO: 5-7-57 @ 8 a.m.

7 ENTRIES @ \$2.00	14	00
1 CERTIFICATE @ \$6.00	6	00
RECORDING FEES <u>1 entry @ 4.00</u>	4	00
<u>1 entry @ 5.00</u>	5	00
<u>1 entry @ 6.00</u>	6	00
TOTAL	35	00

No. **44557** By BB

INTERMOUNTAIN PRtg. & STAT. © 48780

57. Forrest D. Litsey, et al  
to  
The State

PROTECTIVE COVENANTS  
Dated October 17, 1956  
Filed October 22, 1956  
At 11:15 o'clock A.M.

#679904  
Book 696  
Page 546

WE, THE UNDERSIGNED, owners of the following described real property situate in

Mesa County, Colorado, to-wit: Blocks 1 and 3 and Lots 1 through 11 in Block 2, Melrose Subdivision in the City of Grand Junction, Colorado, for the purpose of maintaining fair and adequate property values in said real property, and for the purpose of continuing said real property as a desirable residential part of the City of Grand Junction, Colorado, do hereby make the following declarations as to limitations, restrictions and uses to which such real property may be put, hereby specifying that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties claiming under them, and for the benefit of and limitations upon all future owners of said real property:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed on any lot other than on detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. No dwelling shall be permitted on any lot at a cost of less than \$8,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants then to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 825 square feet for a one-story dwelling, nor less than 800 square feet per floor for a dwelling of more than one story.

3. No building shall be located on any lot nearer to the front line or nearer the side street line than the minimum building setback line shown on the shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street and no building shall be located nearer than 25 feet to any rear lot line or nearer than 5 feet to any interior lot line.

4. No dwelling shall be erected or placed on any lot having a width of less than 53 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

6. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or

( Continued on next sheet )



No. 57 Continued.

nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanent.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Provided, that necessary protective fencing shall be permitted along the east side of any lot lying adjacent to and along Indian Wash.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. Invalidation of any one of these covenants by judgement or Court order shall in nowise effect any of the other provisions which shall remain in full force and effect.

/s/ Forrest D. Litsey, Louise E. Litsey, Carl H. Seely, Earle Barbour.

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58.	Treasurer of Mesa County to Glenn D. Slaybaugh	TAX SALE \$41.75 Dated November 26, 1956 Sale of: W 7.50A of NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 12 T1S, R1W, EXC BEG 30' N & 30' E of SW cor sd NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ E 135' N 125' W 135' S to Beg. Also EXC Beg 30' N & 210' E of SW cor sd NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ E 90' N 125' W 90' S to Beg. Also EXC Beg at NW cor sd NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ E 72' S 300' W 72' N to Beg.	#55519 Book 38 Page 125
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REDEEMED BY Columbia Savings & Loan Association, Mtgee., Dec. 13, 1956

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59. Carl H. Seely, also known as Carl H. Seeley to Earle Barbour

WARRANTY DEED \$10.00 and other valuable considerations  
 Dated March 15, 1957  
 Filed March 25, 1957  
 At 11:45 o'clock A.M.

#690571  
 Book 705  
 Page 436

Conveys: Lots 6 to 13, both inclusive, in Block 1 and Lots 1 to 5, both inclusive, and Lots 9 to 11, both inclusive, in Block 2 in Melrose Subdivision, Mesa County, Colorado. subject to the 1956 taxes and all subsequent taxes. (IRS \$9.90)  
 /s/ Carl H. Seely, also known as Carl H. Seeley.  
 Ack. March 15, 1957 by Carl H. Seely, also known as Carl H. Seeley, before D.J. Dufford, Notary Public, \_\_\_\_\_ County, Colorado.  
 (N. P. Seal shows Mesa County) Commission expires May 1, 1957

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

60. Carl H. Seely, also known as Carl H. Seeley to Earle Barbour

SPECIAL WARRANTY DEED \$10.00 and other valuable considerations  
 Dated March 15, 1957  
 Filed March 25, 1957  
 At 11:46 o'clock A.M.

#690572  
 Book 705  
 Page 437

Conveys: Lots 1 to 5, both inclusive, and Lots 14 and 15 and Lot 16, except the N 110.4 feet of said Lot 16, all in Block 1, and Lots 6, 7 and 8 in Block 2, in Melrose Subdivision, Mesa County, Colorado. (Consideration less than \$100.00) Warrants against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said party of the first part.  
 /s/ Carl H. Seely, also known as Carl H. Seeley.  
 Ack. March 15, 1957 by Carl H. Seely, also known as Carl H. Seeley, before D.J. Dufford, Notary Public, \_\_\_\_\_ County, Colorado.  
 (N. P. Seal shows Mesa County) Commission expires May 1, 1957

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

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing, consisting of Eleven (11) entries, numbered from 50 to 60, 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 February 27, 1956 at 11:27 o'clock A.M. up to May 7, 1957 at 8:00 o'clock A.M., affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado

May 7, 1957 at 8:00 o'clock A.M.

THE MESA COUNTY ABSTRACT COMPANY

BY Richard B. Williams  
 Manager 53





HAYNIE & HOTCHKISS  
ATTORNEYS AT LAW  
535 MAIN STREET  
GRAND JUNCTION, COLORADO

December 13, 1954

Mr. Arthur Gilna  
Grand Junction, Colorado

Dear Sir:

This is to certify that we have on this date examined Abstract of Title No. C-12914, containing Entries Numbered 1 to 37, inclusive, and last certified to on March 19, 1954, at the hour of 12:48 o'clock P.M.. by The Mesa County Abstract Company, and covering in all the following described real property situate in the County of Mesa, State of Colorado, to-wit:

The West Three Quarters of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter, Section 12, Township 1 South, Range 1 West of the Ute Meridian;

Said Abstract shows merchantable title in and to the property above described in GLYDE E. SMITH, subject to the following:

1. As shown by Entry No. 36, this property is subject to a Deed of Trust for the use of the Modern Savings and Loan Association to secure a loan in the original amount of \$3759.00.
2. This property is subject to any easements or rights of way, if any, not of record, and to all questions of survey and possessory rights.
3. The platted survey furnished with said Abstract indicates that there are road rights of way on the North, South and West side, which will have the effect of taking 30 feet of each of those sides on the above described property.

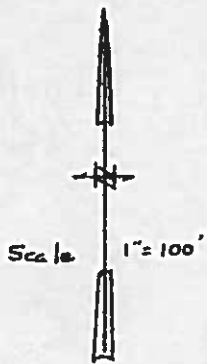
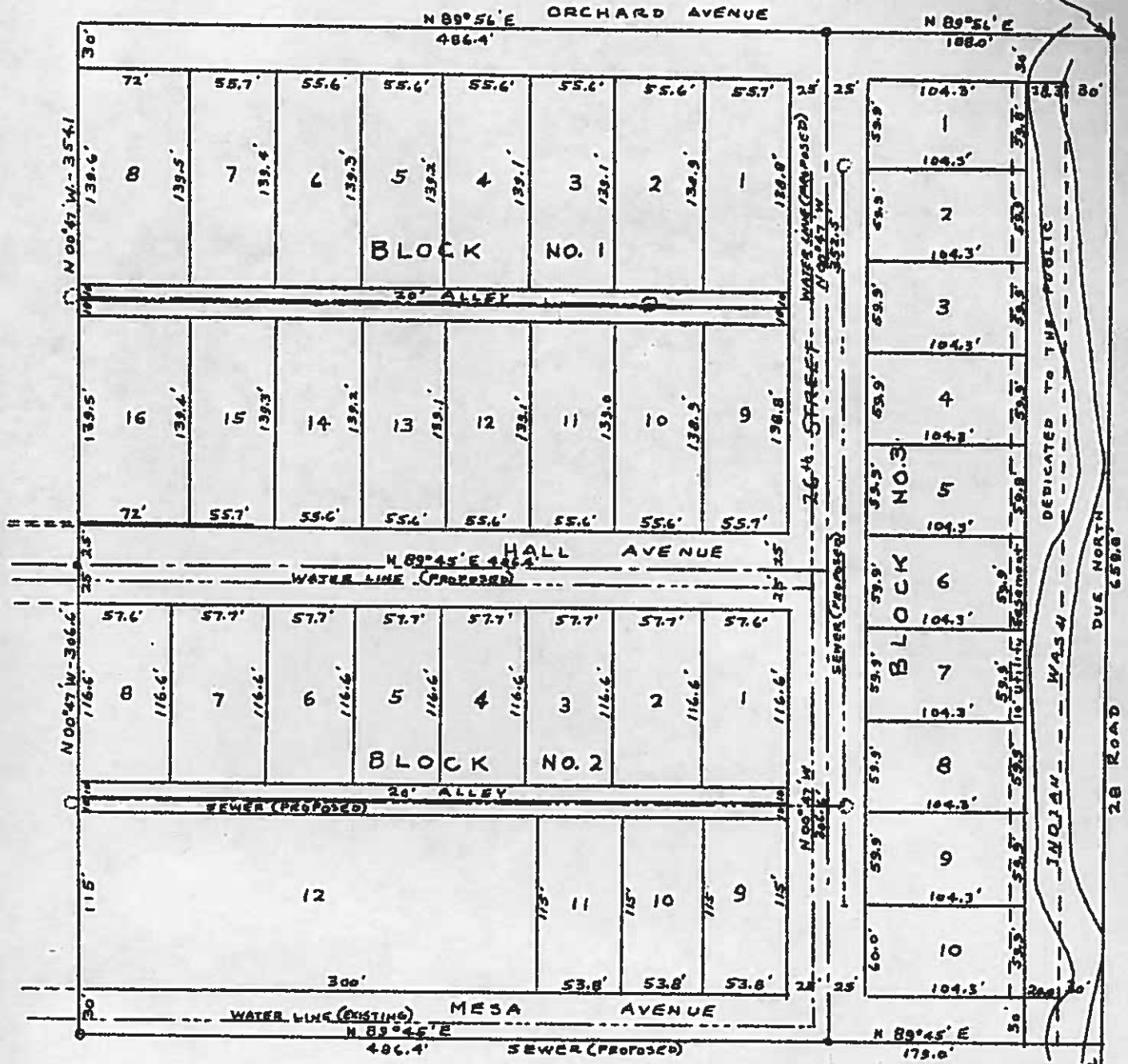
Respectfully submitted,

HAYNIE & HOTCHKISS

By Norman B. Hotchkiss

NBH:em

51.



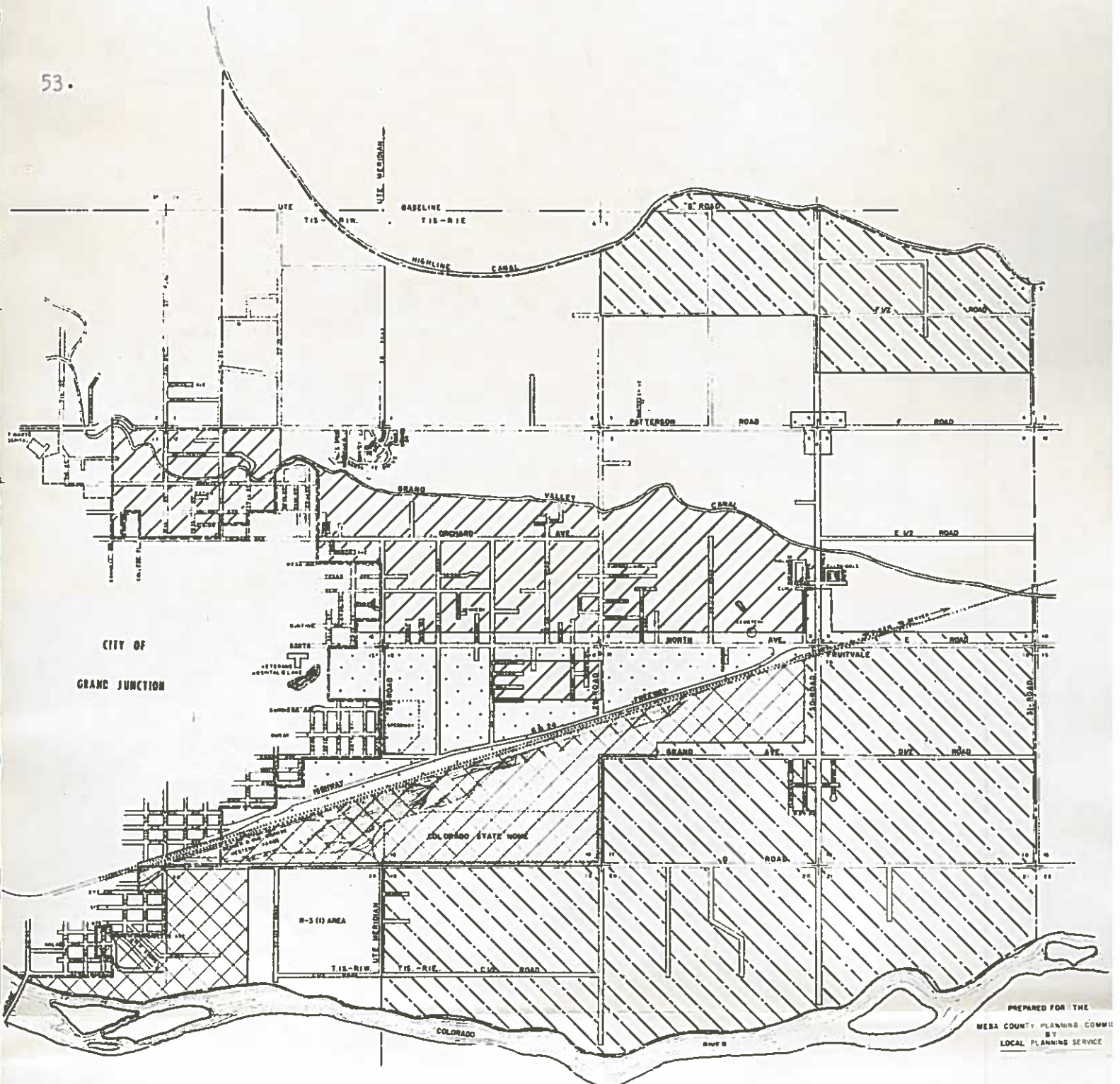
MELROSE SUBDIVISION



# ZONING DISTRICT MAP

## FRUITVALE PLANNING DISTRICT

53.



PREPARED FOR THE  
MESA COUNTY PLANNING COMMISSION  
BY  
LOCAL PLANNING SERVICE

### LEGEND

R-3	Residential	
R-4	" "	
R	Rural	
B	Business	
I	Industrial	

DISTRICT BOUNDARIES ARE THE CENTER-LINES OF ROADS, HIGHWAY ROWS, RAIL-ROAD ROWS, OR SUCH LINES EXTENDED, SECTION LINES, MUNICIPAL CORPORATE LIMITS, NATURAL BOUNDARY LINES SUCH AS STREAMS OR OTHER LINES DRAWN TO SCALE ON THIS MAP.

