

WESTERN TITLE OF PUEBLO, LLC

830 N. MAIN ST. PUEBLO, CO 81003 (719)586-9973 FAX (719)562-8904

Date: **September 22, 1999**

Order #: **99080561**

Property Address: **VARIOUS Pueblo, CO.**

Owner/Buyer: **To Be Determined**

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS

TO: Board of Water Works
319 W 4th Street
Pueblo, CO. 81002

ATTN: Terry Book

RAY KAESTER
TO: Northstar Engineering
C/O 111 E. 5th Street
Pueblo, CO. 81003

ATTN: *RAY KAESTER*

Enclosed, please find the following in connection with the above captioned order. Should you have any questions regarding the documents, please contact WESTERN TITLE OF PUEBLO, LLC at the above phone number. Thank You.

 1 COMMITMENT

 OWNER'S TITLE POLICY

 INVOICE

 MORTGAGEES TITLE POLICY

 ENDORSEMENT

 ASSESSOR'S STATEMENT

 TAX CERTIFICATE

 COVENANTS

 OTHER

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No. 99080561

1. Commitment date: September 17, 1999 at 7:00 A.M.

2. Policy or policies to be issued: Amount Premium

(A) ALTA Owner's Policy - Proposed Insured:

To Be Determined

TBD

TBD

(B) ALTA Loan Policy - Proposed Insured:

(C) ALTA Loan Policy - Proposed Insured:

ADDITIONAL CHARGES

Search Fee

\$ 3,000.00

TOTAL

\$ 3,000.00

3. The FEE SIMPLE estate or interest in the land described in the Commitment is owned, at the Commitment date by:

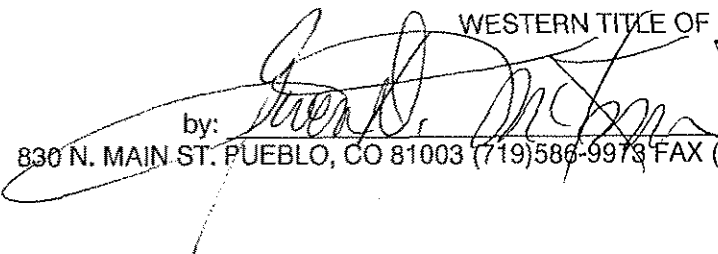
SEE ATTACHED CONTINUATION PAGE, SCHEDULE C

4. The land referred to in this commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

Issued at: PUEBLO, CO 81003
on: September 22, 1999

WESTERN TITLE OF PUEBLO, LLC

by: 

830 N. MAIN ST. PUEBLO, CO 81003 (719) 586-9973 FAX (719) 562-8904

EXHIBIT "A"

PARCEL 1:

Lots Ten (10) to Twenty (20), inclusive,
Block Forty-One (41),
And
Lots Ten (10) to Twenty (20), inclusive and
Lots Thirty (30) to Forty (40), inclusive,
Block Forty (40), all in
ADEE, CHAMBERLIN & WILEY'S SUBDIVISION, SECOND FILING,
County of Pueblo, State of Colorado.

PARCEL 2:

Lots Twenty-One (21) to Forty (40), inclusive,
Block Twenty-Seven (27), and
Lots Thirty (30) to Forty (40), inclusive,
Block Thirty-Five (35), all in
ADEE, CHAMBERLIN & WILEY'S SUBDIVISION, SECOND FILING,
County of Pueblo, State of Colorado.

PARCEL 3:

All of Lots Ten (10) to Twenty (20), both inclusive, and
Lots Thirty (30) to Forty (40), both inclusive, all in
Block Thirty-Four (34) and
Lots Ten (10) to Twenty (20), both inclusive, all in
Block Thirty-Five (35), all in
ADEE, CHAMBERLIN & WILEY'S SUBDIVISION, SECOND FILING,
County of Pueblo, State of Colorado.

AND

Lots Twenty-Eight (28) and Twenty-Nine (29),
Block Thirty-Five (35),
ADEE, CHAMBERLIN & WILEY'S SUBDIVISION, SECOND FILING,
County of Pueblo, State of Colorado also known as BLOCKS 40 AND 41, FIST'S SUBDIVISION, as
shown on the recorded Plat filed for record September 15, 1892 in Plat Book 8 at Page 6 as Instrument No.
60519.

AND

A portion of land in the South One-Half of the Southwest One-Quarter (S1/2SW1/4) of Section 26,
Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado, described as
follows:

BEGINNING at a point on the South Line of Section 26, Township 20 South, Range 65 West, which point
is 22.11 feet east of the Southwest corner of the SE1/4SW1/4 of said Section 26;

THENCE North at right angles to the South line of said Section 26, 506.55 feet to a point;

THENCE West parallel to the South line of said Section 26, 81.84 feet to a point;

THENCE North 37 deg. 5 min. West, (a course at right angles to the South line of Section 26, being taken
as the meridian), 291.06 feet to a point;

THENCE South 47 deg. 34 min. West, 172.85 feet to a point;

THENCE South 15 deg. 14 min. East, 644.69 feet, more or less, to a point on the South line of said Section
26;

THENCE East along the South line of said Section 26, 215.49 feet, more or less, to the place of beginning

CONTINUATION PAGE, EXHIBIT "A"
CONTINUATION OF PARCEL 3:

All that portion of the Southwest Quarter of the Southwest Quarter of Section 26, Township 20 South Range 65 West which lies South of the right of way of the Pueblo and Arkansas Valley Railroad and not included in the tracts or parcels of land heretofore conveyed to Andrew J. Botteroff and Edward G. Donley, by deed August 6, 1886 and recorded in Book 47 on page 333 Pueblo County Records and deed to Charles H. Small dated March 27, 1888 and recorded in Book 61 page 165 Pueblo County Records and more particularly described as follows, to wit:

BEGINNING at corner number 1, a point on the south line of Section 26, Township 20 South, Range 65 West, which point is 306.76 feet west of the southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 26, and is the Southwest corner of the tract heretofore conveyed to said C.H. Small; THENCE North 0 deg. 21 min. West a line at right angles with the said south line of Section 26, being for the purpose of this description assumed to be true north and south line, a distance of 425.9 feet to corner number 2, the point where the western line of the tract conveyed to said C.H. Small intersects the southwestern line of the tract conveyed to said Andrew J. Botteroff and Edward G. Donley; THENCE North 15 deg. 14 min. West, 203.3 feet to corner number 3, which is the western most corner of the tract conveyed to said Botteroff and Donley; THENCE North 47 deg. 34 min. East, 70.3 feet to corner number 4, the point where the northwestern line of the said "Botteroff and Donley" tract intersects the western boundary line of the tract conveyed to said C. H. Small; THENCE North 0 deg. 21 min. West, 244 feet, distance more or less to corner number 5, the intersection of the western line of the said C.H. Small tract with the southern line of the right of way of the said Pueblo and Arkansas Valley Railroad; THENCE Southwesterly along the said right of way line 1068 feet, distance more or less to corner number 6, which is the intersection of the said right of way line with the western line of Section 26; THENCE southerly on the Section line 575 feet distance more or less to corner number 7, which is the southwest corner of said Section 26; THENCE easterly along the south line of said Section 26, 1016.6 feet distance more or less to corner number 1, place of beginning.

AND

ALL of Lots 8, 9, 28 and 29,
Block 34, and
All of Lots 8 and 9,
Block 35, all in
ADEE, CHAMBERLIN & WILEY'S SUBDIVISION, SECOND FILING,
County of Pueblo, State of Colorado.

PARCEL 4:

A parcel of land located within the NE1/4 of Section 34 and the NW1/4 of Section 35, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado, being more particularly described as follows:

Considering the North line of said Section 34, to bear North 89 deg. 30 min. 09 sec. East, and all bearings contained herein being relative thereto;

Commencing at the Northwest corner of said Section 35; thence South 01 deg. 05 min. 17 sec. East, a distance of 150.00 feet to the true point of beginning; thence North 89 deg. 11 min. 43 sec. East, a distance

CONTINUATION PAGE, EXHIBIT "A"
CONTINUATION OF PARCEL 4:

of 300.49 feet; thence North 20 deg. 28 min. 55 sec. West, a distance of 138.06 feet; thence North 89 deg. 11 min. 43 sec. East, 20 feet south of and normally parallel to the north line of said Section 35, a distance of 745.35 feet; thence South 00 deg. 48 min. 17 sec. East, a distance of 79.80 feet; thence South 41 deg. 16 min. 09 sec. West, a distance of 766.21 feet; thence North 86 deg. 09 min. 45 sec. West, a distance of 485.29 feet; thence South 86 deg. 14 min. 45 sec. West, a distance of 321.80 feet; thence North 63 deg. 34 min. 33 sec. West, a distance of 106.49 feet; thence North 88 deg. 23 min. 23 sec. West, a distance of 297.72 feet; thence South 89 deg. 22 min. 25 sec. West, a distance of 245.40 feet; thence North 37 deg. 46 min. 39 sec. West, a distance of 193.86 feet; thence North 36 deg. 08 min. 21 sec. West, a distance of 214.69 feet; thence North 44 deg. 49 min. 09 sec. East, a distance of 341.58 feet; thence North 89 deg. 30 min. 09 sec. East, 20 feet south of and normally parallel to said North line of Section 34, a distance of 852.53 feet; thence South 01 deg. 05 min. 17 sec. East, a distance of 130.00 feet; thence North 89 deg. 30 min. 09 sec. East, a distance of 100.00 feet to the point of beginning.

AND

A parcel of land located within the N1/2 of the NE1/4 of Section 34, the NW1/4 of the NW1/4 of Section 35, all being in Township 20 South, Range 65 West of the 6th P.M., being more particularly described as follows:

Commencing at the Northwest corner of said Section 35; thence North 88 deg. 35 min. 00 sec. East, along the North line of said Section 35, a distance of 1000.00 feet, (Deed, East); thence South 01 deg. 25 min. 00 sec. East, a distance of 99.00 feet, (Deed, South); thence South 40 deg. 47 min. 38 sec. West, a distance of 816.00 feet, more or less, to the true point of beginning, (Deed, Southwesterly); thence South 27 deg. 49 min. 10 sec. East, a distance of 317.4 feet, more or less, to the centerline of the Arkansas River; thence South 51 deg. 18 min. 00 sec. West, along said centerline, a distance of 522.2 feet, more or less, to the South line of said NW1/4 of the NW1/4 of Section 35; thence South 88 deg. 35 min. 00 sec. West, along said South line of the NW1/4 of the NW1/4, and the South line of the NE1/4 of the NE1/4 of Section 34, a distance of 714.0 feet, more or less, to a point on the Northeasterly bank of the Arkansas River; thence Northwesterly, along said Northeasterly bank, the following six (6) courses:

1. North 73 deg. 20 min. 00 sec. West, a distance of 140.00 feet;
2. North 67 deg. 50 min. 00 sec. West, a distance of 110.00 feet;
3. North 31 deg. 40 min. 00 sec. West, a distance of 100.00 feet;
4. North 46 deg. 30 min. 00 sec. West, a distance of 312.00 feet;
5. North 40 deg. 55 min. 00 sec. West, a distance of 454.84 feet;
6. North 27 deg. 15 min. 00 sec. West, a distance of 251.1 feet, more or less, to a point on the Southeasterly right of way line of the D. & R. G. W. Railroad; thence North 44 deg. 56 min. 00 sec. East, along said Southeasterly right of way line, a distance of 147.62 feet; (Deed, North 45 deg. 19 min. East); thence South 45 deg. 04 min. 00 sec. East, a distance of 110.00 feet, (Deed, South 44 deg. 41 min. East); thence North 44 deg. 56 min. 00 sec. East, a distance of 86.60 feet, (Deed, North 45 deg. 19 min. East); thence South 36 min. 24 min. 04 sec. East, a distance of 209.37 feet; thence South 38 deg. 02 min. 22 sec. East, a distance of 193.86 feet; thence North 89 deg. 06 min. 42 sec. East, a distance of 245.40 feet; thence South 88 deg. 39 min. 06 sec. East, a distance of 297.72 feet; thence South 63 deg. 50 min. 16 sec. East, a distance of 106.49 feet; thence South 89 deg. 37 min. 39 sec. East, a distance of 279.94 feet; thence South 85 deg. 33 min. 02 sec. East, a distance of 496.76 feet, to the true point of beginning.

AND

A parcel of land located within the NW1/4 of the NW1/4 of Section 35, Township 20 South, Range 65 West of the 6th P.M., being more particularly described as follows:

BEGINNING at a point on the North line of said Section 35, from which the Northwest corner of said Section 35 bears South 88 deg. 35 min. 00 sec. West, a distance of 1000.00 feet, (Deed East 1000.00 feet); thence North 88 deg. 35 min. 00 sec. East, along said North line, a distance of 313.4 feet, more or less, to the Northeast corner of said NW1/4 of the NW1/4; thence South 01 deg. 21 min. 00 sec. East, along the

CONTINUATION PAGE, EXHIBIT "A"
CONTINUATION OF PARCEL 4:

East line of said NW1/4 of the NW1/4, a distance of 239.8 feet, more or less, to a point on the northwesterly bank of the Arkansas River; thence Southwesterly along said Northwesterly bank, the following two courses:

1. South 55 deg. 32 min. 00 sec. West, a distance of 233.8 feet;
2. South 42 deg. 05 min. 52 sec. West, a distance of 793.7 feet;

Thence North 27 deg. 49 min. 10 sec. West, a distance of 267.4 feet; thence North 40 deg. 47 min. 38 sec. East, a distance of 816 feet, more or less, (Deed Southwesterly 816.0 feet, more or less); thence North 01 deg. 25 min. 00 sec. West, a distance of 99.0 feet (Deed South 99.0 feet), to the point of beginning.

EXCEPT A STRIP OF LAND, being 30 feet in width, across a part of the NW1/4 of the NW1/4 of Section 35, Township 20 South, Range 65 West of the 6th P.M., being more particularly described as follows:

Commencing at the Northwest corner of the said Section 35, thence North 88 deg. 35 min. 00 sec. East, along the North line of the said Section 35, a distance of 247.5 feet; thence South 20 deg. 41 min. 31 sec. East, a distance of 710.00 feet to the point of beginning of the herein described strip of land; thence continuing South 20 deg. 41 min. 31 sec. East, a distance of 39.73 feet; thence North 40 deg. 47 min. 38 sec. East, a distance of 951.07 feet, more or less to a point on the North line of said Section 35; thence South 88 deg. 35 min. 00 sec. West, along the North line of said Section 35, a distance of 47.15 feet; thence South 40 deg. 47 min. 38 sec. West, a distance of 900.51 feet, more or less to the point of beginning.

PARCEL 5:

A strip of land, being 30 feet in width, across a part of the NW1/4 of the NW1/4 of Section 35, Township 20 South, Range 65 West of the 6th P.M., said strip of land being 15 feet in width on each side of the following described centerline:

Commencing at the northwest corner of the said Section 35; thence North 89 deg. 26 min. East, along the north line of the said Section 35, a distance of 247.5 feet; thence South 20 deg. 14 min. 38 sec. East, a distance of 744.03 feet to the point of beginning; thence South 63 deg. 01 min. 00 sec. West, a distance of 544.7 feet to a point on the Section line common to Section 34 and 35, of the said Twp. 20 South, Range 65 West of the 6th P.M., said point also being a point of terminus. ALSO: A strip of land 30 feet in width, across a part of the E1/2 of the NW1/4 of Section 34, Twp 20 South, Range 65 West of the 6th P.M., said strip of land being 15 feet in width on each side of the following described centerline: Commencing at the above mentioned point of terminus, said point being 947.90 feet south of the northeast corner of the said Section 34; thence South 63 deg. 01 min. 00 sec. West, a distance of 33.00 feet; thence South 00 deg. 51 min. East, parallel to and 30 feet normally distant West of the east line of the said Section 34, a distance of 461.5 feet, more or less to a point in the center of the Arkansas River as the same is located on the second day of March 1964.

AND

A strip of land, being 30 feet in width, across a part of the NW1/4 of the NW1/4 of Section 35, Twp. 20 South, Range 65 West of the 6th P.M., more particularly described as follows: Commencing at the northwest corner of the said Section 35; thence North 89 deg. 26 min. East, along the north line of the said Section 35, a distance of 247.5 feet; thence South 20 deg. 14 min. 38 sec. East, a distance of 710.00 feet to the point of beginning of the herein described strip of land; thence continuing South 20 deg. 14 min. 38 sec. East, a distance of 39.73 feet; thence North 41 deg. 30 min. 26 sec. East a distance of 951.07 feet, more or less to a point on the said north line of the said Section 35; thence South 89 deg. 26 min. West, along the said North line a distance of 47.15 feet; thence South 41 deg. 30 min. 26 sec. West, a distance of 900.66 feet, more or less to the point of beginning; EXCEPTING THEREFROM a part of the 30 foot strip of land heretofore conveyed by the Colorado Investment and Realty Company and William J. Lamson to the trustees of the Pueblo Water Works, by warranty deed recorded June 21, 1923 in the Office of the County Clerk and Recorder of Pueblo County, Colorado; said heretofore described 30 foot strip of land, less the exceptions as noted.

CONTINUATION PAGE, EXHIBIT "A"

PARCEL 6:

All that portion of the N1/2 of the NW1/4 of Section 35, Township 20 South, Range 65 West of the 6th P.M., lying North of the Northerly right-of-way line of the D & R G W Railroad EXCEPT PART conveyed to Edward G. Donley by deed recorded December 15, 1990 in Book 210, Page 333, by deed recorded May 1, 1928 in Book 685, Page 443, and by deed recorded March 27, 1934 in Book 777, Page 260. EXCEPT PART conveyed to Pueblo, a Municipal Corporation by deed recorded June 2, 1964 in Book 1546, Page 170 and by deed recorded November 26, 1974 in Book 1799, Page 586.

PARCEL 7:

The vacated streets and alleys adjacent thereto, that have previously been properly vacated in Adee, Chamberlin & Wiley's Subdivision, Second Filing and Fist's Subdivision, County of Pueblo, State of Colorado.

SCHEDULE B Section 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or for the mortgagors to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Payment of all taxes, charges or assessments, levied and assessed against the subject premises which are due and payable.
- (d) The following documents satisfactory to us must be signed, delivered and recorded.
 - 1. **Certified copy of Resolution of the Board of Directors of the County of Pueblo of the Board of Water Works of Pueblo, a body corporate and politic, authorizing the transaction contemplated herein.**
 - 2. **Proper Deed from The Pueblo Conservancy District to The Pueblo Board of Water Works of Pueblo.**
NOTE: The Company must be furnished a corporate resolution authorizing the transaction contemplated herein.
NOTE: Pertains to PARCELS 1, 2, 3, 6 and 7.
 - 3. **Certified copy of resolution of Ordinance of the City Council of the City of Pueblo, a municipal corporation authorizing the transaction contemplated herein.**
 - 4. **Proper Deed from City of Pueblo, a municipal corporation to The Pueblo Board of Water Works.**
NOTE: Appropriate seal should be properly affixed to said document.
NOTE: Pertains to PARCELS 3, 4 and 5.
 - 5. **NOTE: EFFECTIVE SEPTEMBER 1, 1997, CRS 30-20-406 REQUIRES THAT ALL DOCUMENTS RECEIVED FOR RECORDING OR FILING IN THE CLERK AND RECORDER'S OFFICE SHALL CONTAIN A TOP MARGIN OF AT LEAST ONE INCH AND A LEFT, RIGHT AND BOTTOM MARGIN OF AT LEAST ONE-HALF INCH. THE CLERK AND RECORDER MAY REFUSE TO RECORD OR FILE ANY DOCUMENTS THAT DOES NOT CONFORM.**

SCHEDULE B Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

Section One:

1. Rights or claims of parties in possession not shown by the records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; reservations or exception in patents or in Acts authorizing issuance thereof.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

NOTICE: Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987, the Company is required to disclose the following information:

- (a) The subject property may be located in a special taxing district.
- (b) A Certificate of Taxes Due listing each taxing jurisdiction may be obtained from the County Treasurer or the County Treasurer's authorized agent.
- (c) Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

Section Two:

1. Any and all unpaid taxes, assessments and unredeemed tax sales.
NOTE: Pursuant to Senate Bill 91-14 (CRS 10-11-122) the Company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a certificate of taxes due OR other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; OR until the proposed insured has notified or instructed the Company in writing to the contrary.
2. All restrictions, covenants, declarations, conditions and mineral reservations of record, if any.
3. All recorded rights of way and easements, including, but not limited to those for roads, ditches, laterals, waterways, utilities, drainage, pipelines, railroads and aviation.

Continued on Page 2

4. Easement(s) and/or right(s) of way, whether in fee or easement only which appear to affect the subject property, as set forth in instrument recorded December 23, 1957 in Book 1345 at Page 1 as Reception No. 58638.
5. Easement(s) and/or right(s) of way, whether in fee or easement only which appear to affect the subject property, as set forth in instrument recorded June 2, 1964 in Book 1546 at Page 167 as Reception No. 258866.
6. Easement(s) and/or right(s) of way, whether in fee or easement only which appear to affect the subject property, as set forth in instrument recorded June 2, 1964 in Book 1546 at Page 170 as Reception No. 258867.
7. Easement(s) and/or right(s) of way, whether in fee or easement only which affect the subject property, as set forth in instrument recorded June 23, 1921 in Book 575 at Page 144 as Instrument No. 325045.
8. The right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law, as contained in United States Patents.
9. Any and all existing leases and tenancies and/or Assignments thereof.
10. An easement whether in fee or easement only or right of way for the Arkansas River over and across the Southerly portion of subject property that may be found to intersect.
11. Any right, title or interest of the general public, the State of Colorado and/or the United States in and to the bed and banks of the Arkansas River that may be found to intersect.
12. All existing roads, highways, ditches, utilities, reservoirs, canals, pipe lines, power, telephone or water lines, railroad rights of way and easements therefor, including the necessary steel towers, poles, wires, guys, etc., over, under, across and upon the said premises, together with the right to trim or cut down any trees which may interfere with the use of said easements.
13. Easement(s) and/or right(s) of way, whether in fee or easement only which appear to affect the subject property, as set forth in instrument recorded August 6, 1886 in Book 47 at Page 333.
14. Terms, agreements, provisions, conditions and obligations as contained in Property Management Agreement by and between City of Pueblo and the Economic Development Administration, United States of America, recorded May 26, 1976 in Book 1848 at Page 445 as Instrument No. 517795.
15. Easement(s) and/or right(s) of way, whether in fee or easement only which appear to affect the subject property, as set forth in instrument recorded November 12, 1917 in Book 446 at Page 21.
16. Easement(s) and/or right(s) of way, whether in fee or easement only which appear to affect the subject property, as set forth in instrument recorded March 27, 1934 in Book 777 at Page 260 as Instrument No. 517126.
17. Reservations/restrictions imposed by the vacating Ordinance or Resolution of alleys and streets in Adee, Chamberlin & Wiley's Subdivision, Second Filing and Fist's Subdivision, reserving easements and/or rights of way for utilities or other purposes.

Commitment No. 99080561

SCHEDULE C

The FEE SIMPLE estate or interest in the land described in the Commitment is owned, at the Commitment date by:

PARCEL 1:
The Pueblo Conservancy District

PARCEL 2:
The Pueblo Conservancy District

PARCEL 3:
Trustees of the Pueblo Water Works

PARCEL 4:
City of Pueblo, a municipal corporation

PARCEL 5:
Pueblo, a municipal corporation organized and existing as a Home Rule City under Article XX of the Constitution of the State of Colorado, operating by and through the Board of Water Works of Pueblo, Colorado.

PARCEL 6:
Pueblo Conservancy District

PARCEL 7:
The Pueblo Conservancy District and The Trustees of the Pueblo Water Works.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, A Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

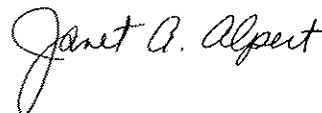
IN WITNESS WHEREOF, the Company has caused the Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in under taking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Corporation

By:



President

Attest:



Secretary

588-252

ively subscribed their names as President and Secretary to the foregoing instrument; that they signed, sealed and delivered the same as their free and voluntary act and deed and as the free and voluntary act and deed of said The Inland Real Estate Company for the use and purposes therein set forth; and I further certify that M. D. Thatcher and A. B. Booth who are personally known to me as the same persons whose names are subscribed to the foregoing deed as having executed the same, respectively, as the President and Secretary of The M. D. Thatcher Estate Company, and who are known to me to be such officers, respectively, appeared before me this day in person and severally acknowledged that the seal affixed to the foregoing instrument is the corporate seal of The M. D. Thatcher Estate Company; that the same was thereunto affixed by the authority of the Company; that said instrument was by like authority subscribed with the corporate name of the Company; that they are President and Secretary of The M. D. Thatcher Estate Company; that by authority of said Company they respectively subscribed their names as President and Secretary to the foregoing instrument; that they signed, sealed and delivered the same as their free and voluntary act and deed of said The M. D. Thatcher Estate Company for the uses and purposes therein set forth.

I further certify that my commission as Notary Public will expire on the 13th day of April A.D. 1924.

Notary

Given under my hand and notarial seal this 31st day of January, A.D. 1924.

SEAL

Louis T. Rule

Notary Public.

74-W

346757

WARRANTY DEED.

JENNIE FIST, et al

To

THE PUEBLO CONSERVANCY DISTRICT

Filed for record Jun. 17-1924 at 9:08 o'clock A.M., William Barber, Recorder.

THIS DEED, Made this 11th day of April in the year of our Lord one thousand nine hundred and twenty-four, between Jennie Fist and Regina Fist of the County of Pueblo and State of Colorado, of the first part, and The Pueblo Conservancy District of the County of Pueblo and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Three Hundred & Eighty seven & 50/100 DOLLARS to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part- of the second part, their heirs and assigns forever, all the following described lots or parcel of land, situate, lying and being in the County of Pueblo, and State of Colorado,

- Lots ten (10) to Twenty (20) (Inclusive) in Block forty-one (41) A. C. & W. Addition 2nd filing.
- Lots ten (10) to twenty (20) and Lots thirty (30) to forty (40) (all inclusive) in Block forty (40) A. C. & W. addition, 2nd filing

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part-- of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD The said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns, forever. And the said parties of the first part, for Themselves-- heirs, executors and administrators, do covenant, grant, bargain and agree to and with the parties of the second part, their heirs and assigns, that at the time of the sealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and --- authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; (except as hereinafter specified) - - - - - and the above

to claim the whole or any part thereof, the said part-- of the first part shall and will WARRANT AND FOREVER DEFEND.

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

Jennie Fist (SEAL)

Regina Fist (SEAL)

STATE OF CALIFORNIA,)
(ss
COUNTY OF LOS ANGELES)

On This 16th day of April A.D., 1924 before me Genevieve Burchard a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Regina Fist known to me to be the person whose name is sub- scribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above writtan.

Notary
SEAL

Genevieve Burchard
Notary Public in and for said County and State.

STATE OF CALIFORNIA)
(SS.
City and County of San Francisco)

On this fifteenth day of April in the year one thous- and nine hundred and twenty-four, before me, JULIUS CALMANN, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly com- missioned and sworn, personally appeared Jennie Fist known to me to be the person de- scribed in, whose name is subscribed to and who executed the annexed instrument, and ac- knowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, State of California, the day and year in this Certificate first above written.

Notary
SEAL

Julius Calmann
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires May 31st, 1925.

346857

CHattel MORTGAGE.

CHAS. E. DALTON

To

FIRST NATIONAL BANK OF FOWLER.

Filed for record Jun. 17-1924 at 10:54 o'clock A.M., William Barber, Recorder.

KNOW ALL MEN BY THESE PRESENTS, That Chas. E. Dalton of the County of Pueblo in the State of Colorado, first party, in consideration of the promises and agreements herein and of TWENTY FIVE HUNDRED FORTY AND 00/100 DOLLARS, in hand paid by The First National Bank of Fowler, Colorado Bank, a corporation duly organized and existing under and by vir- tue of the laws of the State of Colorado and the United States, doing business in Fowler, Colorado in Otero County, State of Colorado, hereinafter designated as party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, unto the said party of the second part, its successors and assigns, the following goods, chattels and personal property:

the taking of the following described real estate, to-wit:

Lots 1 to 8, Block 22, Adco, Chamberlin
& Wiley

And there appearing as claimants of said award Ben Wolf and Alice Wolf by their attorney Homer E. Brayton, and no other persons appearing as claimants of any interest in said award; and the Court having heard all the evidence adduced and being fully advised in the premises doth find and adjudge:

1. That due and proper notice of these proceedings as provided by law has been given to all persons interested.
2. That no appeal has been taken, within time fixed by law, or at all, from the decree of this Court heretofore entered herein approving, confirming and fixing the amount of compensation for the taking of the above described lands.
3. That the said Ben Wolf and Alice Wolf have personally appeared by Homer E. Brayton, their attorney, and have presented due and proper proof of ownership to the real estate above described and to the full amount of the award therefor except taxes due in the amount of \$4.65.
4. That the aforesaid claimants Ben Wolf and Alice Wolf are the sole owners of said real estate and entitled to the award of compensation therefor and that no other person or persons has any estate, right, title or claim of interest in said described premises, or in the award therefor.
5. That the said award has been paid into the registry of this Court in due course in the above entitled proceedings for use of claimants of interest therein as their interest shall appear and in the amount of \$204.00; and The Pueblo Conservancy District has fulfilled all requirements of the decree heretofore entered with respect to said property and the payment of said award.

WHEREFORE, it is ordered, adjudged and decreed: That the Clerk of this Court pay to the said Ben Wolf and Alice Wolf the sum of \$199.35 and require their receipt therefor, and to Arthur M. Stenard, as County Treasurer of Pueblo County, the sum of \$4.65; and thereupon the Pueblo Conservancy District shall be forever discharged from any and all claims in the premises.

Done in open court this 20th day of March, A. D. 1924.

By the Court,

(Seal)

(Sgd.) James A. Park
Judge.

STATE OF COLORADO,)
COUNTY OF PUEBLO.) ss.

I, E. F. Nichols, Clerk of the District Court within and for said County, in the Tenth Judicial District of the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of decree for taking of real estate of Ben Wolf and Alice Wolf in a certain cause --- pending in said Court, entitled in the matter of The Pueblo Conservancy District.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the Seal of said Court, at Pueblo, in said County, this 12 day of June A. D. 1924.

District
Court
SEAL

E. F. Nichols
Clerk.

Gladys Cullings
Deputy.

346726
D E C R E E

IN THE MATTER
OF

THE PUEBLO CONSERVANCY DISTRICT

Filed for record Jan. 17 - 1924 at 8:37 o'clock, A.M., William Barber, Recorder.

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

IN THE DISTRICT COURT

IN THE MATTER

OF

THE PUEBLO CONSERVANCY DISTRICT)

DECREE

File No. 188-189
Parcel No. 88-89

590/55

Now on this day the above entitled matter coming on to be heard upon the claim of part interest entitled to the award of compensation fixed by decree of this Court heretofore entered herein, for the taking of the following described real estate, to-wit:

Lots 10 to 20 and Lots 30 to 40, Block 40, Adco.
Chamberlin & Wiley 2nd Filing.

Lots 10 to 20, Block 41, Adco, Chamberlin &
Wiley 2nd Filing.

And there appearing as claimants of said award Mrs. Regina Pist and Jennie Pist; and no other persons appearing as claimants of any interest in said award, and the Court having heard all the evidence adduced and being fully advised in the premises, both find and adjudge

1. That due and proper notice of these proceedings as provided by law has been given to all persons interested.

2. That no appeal has been taken, within time fixed by law, or at all, from the decree of this Court heretofore entered herein approving, confirming and fixing the amount of compensation for the taking of the above described land.

3. That Mrs. Regina Pist and Jennie Pist have presented due and proper proof of ownership to the real estate above described and to the full amount of the award therefor.

4. That the aforesaid claimants are the sole owners of the real estate taken in these proceedings, and that no other person or persons has any estate, right, title or claim of interest in said described lands or in the award therefor. That Julius Pist and Company has no right, title or interest in and to the said described lands or in the award therefor.

5. That the said award has been paid into the registry of this Court in due course in the above entitled proceedings for the use of claimants of interest therein as their interest shall appear, and in the amount of \$382.00; and The Pueblo Conservancy District has fulfilled all requirements of the decree heretofore entered with respect to said property and the payment of said award.

WHEREFORE, it is hereby ordered, adjudged and decreed: That the Clerk of this Court pay to the said Mrs. Regina Pist and Jennie Pist \$382.00 and require their receipt therefor; and thereupon The Pueblo Conservancy District shall be forever discharged from any and all claim in the premises.

Done in open court this 24 day of April, A. D. 1924.

By the Court,

(Signed) James A. Park
Judge.

STATE OF COLORADO,)
) ss.
COUNTY OF PUEBLO.)

I, E. F. NICHOLS, Clerk of the District Court within and for said County, in the Tenth Judicial District of the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of decree for the taking of real estate of Mrs. Regina Pist and Jennie Pist in a certain cause ---- pending in said Court, entitled in the matter of The Pueblo Conservancy District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court, at Pueblo, in said County, this 12 day of June A. D. 1924.

District
Court
SEAL

E. F. Nichols
Clerk.

Gladys Culligan
Deputy.

346727
D E C R E E

IN THE MATTER

of

THE PUEBLO CONSERVANCY DISTRICT

Filed for record Jun. 17 - 1924 at 8:38 o'clock, A.M., William Barber, Recorder.

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

IN THE DISTRICT COURT

IN THE MATTER

OF

THE PUEBLO CONSERVANCY DISTRICT)

DEGREE

608 - 02

355871

AFFIDAVIT

OF

J. E. EDWARDS

Filed for record Nov 12 - 1924 at 3:18 o'clock, P.M., William Barber, Recorder.

STATE OF COLORADO,)
COUNTY OF PUEBLO,) SS.

J. E. Edwards being first duly sworn upon oath, deposes and says:

That ^{he} is the same J. E. Edwards who was in partnership with I. W. Marsh in a sewing machine business called WHITE'S SEWING MACHINE STORE.

Affiant further states that he is no longer a partner in this business nor is he interested in it in any way.

J. E. Edwards

Subscribed and sworn to before me this 10th day of November, A.D. 1924;

My commission expires on May 1, 1927.

NOTARY
SEAL

Harry E. Mitchell
Notary Public.

355835

QUIT CLAIM DEED

FLORENCE COLE QUINBY
AND
FLORENCE COLE QUINBY, as EXECUTRIX
of the
ESTATE OF HENRY C. QUINBY, DECEASED
TO

THE PUEBLO CONSERVANCY DISTRICT

Filed for record Nov 12 - 1924 at 2:00 o'clock, P.M., William Barber, Recorder.

File Nos. 144, 145, 147, 177, 187
Parcel Nos. 217, 138, 139, 140, 141

THIS DEED, Made this 6th day of May in the year of our Lord one thousand nine hundred and twenty four, between Florence Cole Quinby and Florence Cole Quinby, as Executrix of the estate of Henry C. Quinby, deceased of the County of Pueblo and State of Colorado, of the first part, and The Pueblo Conservancy District, a public corporation, of the County of Pueblo and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollars to the said party of the first part in hand paid by the said party of the second part, The receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the said party of the second part its successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real estate situate, lying and being in the County of Pueblo and State of Colorado, to-wit:

Lots 14 to 17 inclusive, Block 21, Adco, Chamberlin & Wiley
Lots 18 to 20 inclusive, Block 21, Adco, Chamberlin & Wiley
Lots 35 to 40 inclusive, Block 21, Adco, Chamberlin & Wiley
Lots 21 to 40 inclusive, Block 27, Adco, Chamberlin & Wiley 2nd Filing
Lots 30 to 40 inclusive, Block 35, Adco, Chamberlin & Wiley 2nd Filing

This deed is given pursuant to decree of court in eminent domain.

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

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

608-8

Sealed and Delivered
in the presence of
Geo. B. Road

Florence Cole Quinby (SEAL)
Florence Cole Quinby (SEAL)

NEW YORK
SS.
NEW YORK

I, George B. Road a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Florence Cole Quinby and Florence Cole Quinby, as Executrix of the will of Henry C. Quinby, deceased, who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, A.D. 1934.
My commission expires March 30th, 1936.



Geo. B. Road
Notary Public.
Notary Public No. 36
New York County
New York Co. Registrar's No. 6080

NEW YORK
SS.:
NEW YORK

No. 84065 Series B

JAMES A. DONEGAN, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY

GEO. B. ROAD

who is subscribed to the deposition or certificate of the proof or acknowledgement of the annexed instrument, and thereon written, was, at the time of taking such deposition, proof and acknowledgement, a Notary Public in and for such County, duly commissioned and authorized by the laws of said State, to take depositions and to administer oaths sworn in any Court of said State and for general purposes; and also to take acknowledgements and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary and verily believe that the signature to said deposition or certificate of proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 6 day of June 1934.



James A. Donegan
Clerk.

355840

QUIT CLAIM DEED

MINNIE E. WILLWORTH

To

THE PUEBLO CONSERVANCY DISTRICT

Filed for record Nov 12 - 1934 at 2:10 o'clock, P.M., William Barber, Recorder.

1742
185

made this 17th day of June in the year of our Lord one thousand nine hundred and thirty-four, between Minnie E. Willworth of the County of Pueblo and State of Colorado, of the first part, and The Pueblo Conservancy District, a public corporation of the County of Pueblo, State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$100.00 to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remise, released, conveyed and QUIT CEASED, and by these presents does remise, release, sell, convey and assign unto the said party of the second part its successors and assigns forever, all right, title, interest, claim and demand which the said party of the first part has in and to the following described real estate situate, lying and being in the County of Pueblo, State of Colorado, to-wit:

Township 20 South, Range 65 East, Section 26, as follows: A tract of land in the Southeast Quarter of the Southwest Quarter (SE2 of SW2) of Section

COUNT DECREE

IN THE MATTER OF

THE PUEBLO CONSERVANCY DISTRICT

Filed for record Nov. 12- 1924 at 2:18 o'clock P.M., William Barber, Recorder.

STATE OF COLORADO)
(SS
COUNTY OF PUEBLO)

IN THE DISTRICT COURT

IN THE MATTER

OF

DECREE

THE PUEBLO CONSERVANCY DISTRICT)

File No. 144-145-147-177-187

Parcel No. 217-138-139-140-141

Now on this day the above entitled matter coming on to be heard upon the claim of
tax in interest entitled to the award of compensation fixed by decree of this Court her-
efore entered herein, for the taking of the following described real estate, to-wit:

Lots 14 to 17, Block 21, Adeo, Chamberlin & Wiley
Lots 18 to 20, Block 21 Adeo, Chamberlin & Wiley
Lots 35 to 40, Block 21, Adeo, Chamberlin & Wiley
Lots 21 to 40, Block 27, Adeo, Chamberlin & Wiley
2nd Filing.
Lots 30 to 40, Fractional Block 35, Adeo, Chamberlin
& Wiley 2nd Filing.

And there appearing as claimant of said award Florence Cole Quinby, Executrix of the
Estate of Henry C. Quinby, deceased; and no other persons appearing as claimants of any in-
terest in such award, and the Court having heard all the evidence adduced and being fully
vised in the premises, doth find and adjudge:

1. That due and proper notice of these proceedings as provided by law has been given
all persons interested.

2. That no appeal has been taken, within time fixed by law, or at all, from the dec-
ree of this Court heretofore entered herein approving, confirming and fixing the amount of com-
pensation for the taking of the above described lands.

3. That Florence Cole Quinby has presented due and proper proof of ownership to the
real estate above described and to the full amount of the award therefor less taxes due
the amount of \$17.35.

4. That the aforesaid claimant is the sole owner of the real estate taken in these
ceedings, and that no other person or persons has any estate, right, title or claim of in-
terest in said described lands or in the award therefor, except as hereinbefore stated.

5. That the said award has been paid into the registry of this Court in due course
the above entitled proceedings for the use of claimants of interest therein as their inter-
est shall appear, and in the amount of \$575.00; and The Pueblo Conservancy District has
filled all requirements of the decree heretofore entered with respect to said property and
the payment of said award.

WHEREFORE, it is hereby ordered, adjudged and decreed: That the Clerk of this Court
pay to the said Florence Cole Quinby, Executrix \$557.65 and require her receipt therefor
to A. H. Stanard as County Treasurer of Pueblo County, \$17.35 as taxes due on said property
and thereupon the Pueblo Conservancy District shall be forever discharged from any and all
claims in the premises.

Done in open Court this 8th day of Sept. A.D. 1924.

By the Court,

(Signed) James A. Fall
Judge

STATE OF COLORADO)
(SS
COUNTY OF PUEBLO)

I, E. F. NICHOLS, Clerk of the District Court within and for said County
in the Tenth Judicial District of the State aforesaid, do hereby certify the above and for-
going to be a true, perfect and complete copy of decree for the taking of the property of
Florence Cole Quinby as Executrix of the Estate of Henry C. Quinby, deceased, in a certain
cause pending in said Court in the matter of The Pueblo Conservancy District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at
Pueblo, in said County, this 8 day of September, A.D. 1924.

Dist.
Court
SEAL

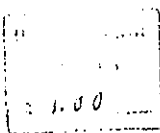
E. F. Nichols
Clerk
Gladys Cullings
Deputy

513-269

This Deed, Made this 25th day of February, in the year of our Lord one thousand nine hundred and twenty-one, between C. W. Sharr of the County of Pueblo and State of Colorado, of the first part, and Trustee of the Pueblo Water Works of the County of Pueblo, and State of Colorado, of the second part;

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of one dollar and other good and valuable considerations DOLLARS, to the said part 2d of the first part in hand paid by the said part 2d of the second part, the receipt whereof is hereby confessed and acknowledged has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part 2d of the second part their successors, heirs and assigns forever, all the following described lot 2 or parcel 2 of land, situate, lying and being in the County of Pueblo and State of Colorado, to-wit:

All of lots ten to twenty (10 to 20) both inclusive, and lots thirty to forty (30 to 40), both inclusive, all in Block thirty-four (34), and lots ten to twenty (10 to 20), both inclusive, in Block thirty-five (35), all in Block Chamberlain and Wiley's subdivision, Pueblo, situate, lying and being annexed to, and forming a part of the City of Pueblo.



TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part 1st of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD The said premises above bargained and described, with the appurtenances unto the said part 2d of the second part their successors, heirs and assigns forever. Any the said C. W. Sharr

part 1st of the first part, for himself, his heirs, executors and administrators, do do covenant, grant, bargain and agree to and with the part 2d of the second part their successors, heirs and assigns, that at the time of the enacting and delivery of these presents he is well seized of the premises above conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has a good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, (except as hereinafter specified) and said part 1st of the first part further agrees that he will, upon request of said part 2d of the second part, of their successors, heirs and assigns, make execute and deliver such other deeds, of and requests as may be necessary at any time to fully and completely vest title to and the above bargained premises in the quiet and peaceable possession of the said part 2d of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part 1st of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part 1st of the first part has his hand and seal the day and year and above written.

Signed, Sealed and Delivered in Presence of

C. W. Sharr

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO, } ss.

County of Pueblo.

I, Herbert C. Baker

a Notary Public

in and for the said County in the State aforesaid, do hereby certify that C. W. Sharr

this

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

Given under my hand and Notarial seal, this 25th day of March, A. D. 1921.
My commission expires December 15, 1924.

Herbert C. Baker Notary Public.

Filed for record the 3 day of Mar, 1921, at 1:30 o'clock P. M.

Nellie Ann Parks Recorder.



of the County of New York, and State of New York, of the first part, and
Robert C. Williams
 of the County of Crawford, and State of Colorado, of the second part;

Lots twenty-eight (28) and twenty-nine (29) in Block thirty-two (32) in Adco, Chamberlain & Wiley's subdivision, second filing, according to the recorded plat of said subdivision.

Consideration less than \$100⁰⁰
 State of New York, }
 County of New York, } ss: I, William F. Folger, Clerk of said County, New York and Clerk of the Supreme Court for
 the said County, thereunto being a Court of Record, do hereby Certify, That, on or before the date and place in-
 scribed to the deposition or certificate of this proceeding, a certain instrument of the annexed instrument, and
 certain written was, at the time of taking such deposition, or proof and acknowledgment, made,
 before me, a Notary Public in and for said County, duly commissioned and sworn, and authorized by the
 laws of said State, to take depositions and to administer oaths to be used in any Court
 of said State, and for legal purposes, and also to take depositions and proofs of facts, of Con-
 tracts, for land, tenements or hereditaments in said State of New York and further that I am well acquainted
 with the handwriting of each Notary Public, and, being, believe that the signature to
 said deposition or Certificate of proof or acknowledgment is genuine and distinct and
 whereof, I have hereunto set my hand and affixed the seal of the said Court and
 County, the 3 day of April, 1918:
 (Seal)

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said part one of the second part, and his heirs heirs and assigns forever. And the said _____

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

Signed, Sealed and Delivered in Presence of

STATE OF Colorado, ss. I, Walter H. Hargrave, a Notary Public
COUNTY OF Pueblo,
in and for the said County in the State aforesaid, do hereby certify that: Edmund L. Quinn

A circular notary seal with the word "Notary" in a cursive script and "SEAL." in a sans-serif font below it.

Given under my hand and Notarial seal, this 2nd day of April, A. D. 1918
My commission expires March 31, 1922.

New York County, 195, 7th Ave., New York, N.Y. Notary Public

146-21
446-21
This Deed, Made this twenty fifth day of October in the year of our Lord one thousand nine hundred and seventeen Between Grace E. Greene

of the County of Pueblo and State of Colorado, of the first part, and
of the County of Pueblo Trustees of the Pueblo Water Works and State of Colorado, of the second part;

WITNESSETH, That the said part... of the first part, for and in consideration of the sum of... Five hundred and 25.00 DOLLARS, to the said part... of the first part in hand paid by the said part... of the second part, the receipt whereof is hereby confessed and acknowledged has granted, bargained, sold and conveyed, and by these presents do... grant, bargain, sell, convey and confirm unto the said part... of the second part, their successors heirs and assigns forever, all the following described lot... or parcel... of land, situate, lying and being in the County of Pueblo and State of Colorado, to-wit:

Beginning at a point on the south line of Section twenty six (26) Township twenty (20) South of Range fifty five (55) West, which point is 22.11 feet east of the Southwest corner of the southeast quarter SE 1/4 of the Northwest quarter (NW 1/4) of said Section twenty six (26) thence north at right angles to the South line of said Section twenty six (26) 506.55 feet to a point, thence West parallel to the South line of said Section twenty six (26) 81.84 feet to a point, thence north 37° 5' West, (a corner at right angle to the South line of Section twenty six (26) being taken as the meridian) 291.06 feet to a point, thence South 15° 14' East 64.69 feet more or less to a point on the South line of said Section twenty six (26) thence East along the South line of said Section twenty six (26) 215.49 feet more or less to the place of beginning containing 4.24 acres more or less, the area above described being a portion of the North half (N 1/2) of the Northwest quarter (NW 1/4) of Section twenty six (26) Township twenty (20) South of Range fifty five (55) West, also a right of way out of and through adjacent lands owned August 5-18th 1874 by B. Adde and G. B. Smelt and also an easement in use of a drain upon the South boundary line of lands owned by M. B. Adde.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part... of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD The said premises above bargained and described, with the appurtenances unto the said part... of the second part, their successors heirs and assigns forever. And the said Grace E. Greene

part... of the first part, for herself her heirs, executors and administrators, do... covenant, grant, bargain and agree to and with the said part... of the second part, their successors assigns, that at the time of the enrolling and delivery of these presents... well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefensible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, (except as hereinafter specified).

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

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

Signed, Sealed and Delivered in Presence of

Grace E. Greene (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF COLORADO, } ss. I, James A. Parks a Notary Public
COUNTY OF PUEBLO, }
in and for the said County in the State aforesaid, do hereby certify that Grace E. Greene



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

Given under my hand and Notarial seal, this twenty fifth day of October A. D. 1917.
My commission expires November 13th 1917.

James A. Parks Notary Public

Filed for record the 12 day of Nov 1917, at 8:05 o'clock A. M.
E. B. Kightlinger Recorder

of the said party of the second part, with their heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof. The party of the first part shall and will warrant and defend. In Witness whereof, The said party of the first part has hereunto set his hand and seal, the day and year first aforesaid.

Charles H. Sellers [Seal]

State of Colorado } ss.
County of Pueblo }

Be it Remembered That on this seventh day of March A.D. one thousand eight hundred and eighty eight, before me, the undersigned, personally came Charles H. Sellers, personally known to me to be the same persons whose names are subscribed to the foregoing and who exactly acknowledge the execution thereof as their free and voluntary act for the uses and purposes therein.

W. F. Townsend

Justice of the Peace 65-179

28163.
Warranty Deed
Mary B. Adee
to
the Trustees of
the Pueblo Water Works
filed for record
at 2:50 o'clock P. M.
Nov 13-1888
J. L. Stewart
Recorder.

This Deed, made this thirteenth day of November A.D. 1888, between Mary B. ^{Adee} ~~Sellers~~, of the County of Cuyahoga and State of Colorado, of the first part, and the Trustees of the Pueblo Water Works, of the County of Pueblo and State of Colorado, of the second part, Witnesseth:

That the said party of the first part, for and in consideration of the sum of sixty eight hundred dollars, to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby conferred and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm unto the said parties

of the second part, their heirs, assigns and successors forever, all the following described lot or parcel of land situate, lying and being in the County of Pueblo, and State of Colorado, to-wit:

All that portion of the South West Quarter of the south west quarter of Section Twenty six (26) in Township Twenty (20) South of Range Sixty Five (65) West which lies south of the right of way of the Pueblo and Arkansas Valley Railroad and not included in the tracts or parcels of land heretofore conveyed to Andrew J. Rottorff and Edward L. Conley, by deed dated August 6th A.D. 1886 and recorded in Book 47 on page 333 Pueblo County Records and deed to Charles H. Small dated March 27th A.D. 1888 and recorded in Book 61 page 165 Pueblo County Records containing sixteen and ninety six one hundredths acres of land, more or less: And more particularly described as follows, to-wit:

Beginning at corner number 1, a point on the south line of Section 26, Township 20 South Range 65 West, which point is 306-76/100 feet west of the south east corner of the south west Quarter of the South West Quarter of said Section 26, and is the South West corner of the tract heretofore conveyed to said C. H. Small Thence North no degrees, 21' west a line at right angles with the said south line of Section 26, being for the purpose of this description assumed

to be a true north and south line, a distance of $425 \frac{9}{10}$ feet to corner number 2, the point where the western line of the tract conveyed to said C. H. Small intersects the south-western line of the tract conveyed to said Amos J. Rottorff and Edward L. Bonley: Thence north fifteen degrees, 14' west 255.310 feet to corner number 3, which is the western most corner of the tract conveyed to said Rottorff and Bonley: Thence north 47 degrees 34' east $70 \frac{9}{10}$ feet to corner number 4, the point where the north-western line of the said "Rottorff and Bonley" tract intersects the western boundary line of the tract conveyed to said C. H. Small: Thence north no degrees 21' west 244 feet, distance more or less to corner number 5, the intersection of the western line of the said C. H. Small tract with the southern line of the right of way of the said The Pueblo and Arkansas Valley Railroad: Thence south-westerly along the said right of way line 1063 feet, distance more or less to corner number 6, which is the intersection of the said right of way line with the western line of Section 26: Thence southerly on the section line 575 feet distance more or less to corner number 7, which is the south west corner of said Section 26: Thence easterly along the south line of said Section 26 $1016 \frac{4}{10}$ feet distance more or less to corner number 1, place of beginning.

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rights, issues, and profits thereof and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part either in law or equity of, in and to the above bargained premises, with the hereditaments and appurtenances:

To Have and To Hold the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs, assigns and successors forever:

W.H.G. And the said Mary S. ^{Adm} Rottorff, party of the first part, for herself, her heirs, executors and administrators, doth covenant, grant, bargain and agree to and with the said parties of the second part, their heirs, successors and assigns, that at the time of the executing of and delivery of these presents, she is well seized of the premises above conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law in fee simple and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grant bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature, soever, and the above bargained premises, in the quiet and peaceable possession of the said parties of the second part, their heirs, successors and assigns against all and every person or persons, lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend:

In Witness Whereof, the said party the said party of the first part hath hereunto set her hand and seal the day and year above written.

Mary S. Adm 
by Lucius M. Cutler
her Attorney in fact

County, in the State aforesaid, do hereby certify that Lucius M. Cuthbert, who is personally well known to me and known to me to be the person whose name is subscribed to the foregoing deed, as the attorney in fact of Mary B. ^{Adge} ~~Adge~~, appeared before me this day in person, and acknowledged that he signed sealed, executed and delivered the said instrument of writing in the name of, and as the free and voluntary act and deed of, the said Mary B. ^{Adge} ~~Adge~~, for the uses and purposes therein set forth.

Given under my hand and notarial seal this thirtieth day of November A.D. 1885.

Notarial
Seal

W. L. Johnson,
Notary Public

My Commission expires August 10th 1891.

I further certify that the word "Adge" was erased in lines 2 p 1 and 9 p 3 and the word "Adm" interlined over the same, before the signing, sealing or delivering hereof

W. L. Johnson
Notary Public

220

446-510

FILED IN WARRANT DRED RECORD, Franklin Trust Company, People.

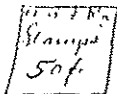
No. 240106

This Deed, Made this 11th day of April in the year of our Lord one thousand nine hundred and 1918, between John H. Brown

of the County of Pueblo, and State of Colorado, of the first part, and The Trustees of the Pueblo Water Works of the County of Pueblo, and State of Colorado, of the second part;

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Two Hundred and Forty Dollars DOLLARS, to the said part 2nd of the first part in hand paid by the said part 2nd of the second part, the receipt whereof is hereby confessed and acknowledged has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part 1st of the second part, heirs and assigns forever, all the following described lot or parcels of land, situate, lying and being in the County of Pueblo and State of Colorado, to-wit:

All of Lots Eight (8) and Nine (9) and Twenty-eight (28) and Twenty-nine (29) in Block Thirty-four (34) and Lot Eight (8) and Nine (9) in Block Thirty-five (35) are in A.C.E., Platted and Placed Subdivisions, Second, being according to the recorded plat of said subdivisions of the City of Pueblo, Colorado.



TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part 1st of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD The said premises above bargained and described, with the appurtenances unto the said part 1st of the second part, heirs and assigns forever. And the said John H. Brown

part 1st of the first part, for heirs, executors and administrators, do covenant, grant, bargain and agree to and with the part 2nd of the second part, heirs and assigns, that at the time of the enrolling and delivery of these presents, well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, (except as hereinafter specified).

and the above bargained premises in the quiet and peaceable possession of the said part 1st of the second part, heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part 1st of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

John H. Brown (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF COLORADO, } ss.
COUNTY OF PUEBLO, }

In and for the said County in the State aforesaid, do hereby certify that

Robert H. Brown a Notary Public
John H. Brown



personally known to me as the person whose name John H. Brown subscribed to the annexed Deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 12th day of April, A. D. 1918.
My commission expires February 1st, 1919.

Robert H. Brown Notary Public

Filed for record the 1st day of April, 1918, at 11 o'clock A. M.

This Deed

County of Pueblo, State of Colorado

For and to the use of the County of Pueblo, State of Colorado, the undersigned, the County of Pueblo, State of Colorado, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears of record in the records of the County of Pueblo, State of Colorado, located in the Northward Township of Pueblo County, Colorado, Section Sixty-five West, Pueblo County, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereto belonging or in anywise thereto appertaining, unto the said County of Pueblo, State of Colorado, and to their successors of the said part, either in law or equity, to the only proper use, benefit and behoof of the said part of the second part, his heirs and assigns forever.

In witness whereof, the said part of the first part, caused its name to be hereunto duly subscribed by its proper officers, the County Clerk, Pueblo County, Colorado, this 27th day of March, 1934.

Signed, Sealed and Delivered in Presence of

THE MOUNTAIN SAND AND GRAVEL COMPANY

STATE OF COLORADO
COUNTY OF PUEBLO

Witness my hand and official seal this 27th day of March, 1934.

777 260

777
260

9:46 A.M.

AUG 7 1974

BOOK 1790 PAGE 330

KNOW ALL MEN BY THESE PRESENTS, That

THEODORE E. DONLEY

of the County of PUEBLO, and State of Colorado,
for the consideration of TEN DOLLARS and other considerations - - - - - Dollars,

In hand paid, hereby sell and convey to CITY OF PUEBLO, a MUNICIPAL CORPORATION

of the County of PUEBLO, and State of Colorado

~~the following real property~~ the following real property situate in the County of Pueblo
and State of Colorado, to-wit:

A parcel of land located within the NE $\frac{1}{4}$ of Section 34 and the NW $\frac{1}{4}$ of Section 35, Twp. 20 S., Range 65 W. of the 6th Principal Meridian, being more particularly described as follows:

Considering the North line of said Section 34, to bear N.89°-30'-09"E., and all bearings contained herein being relative thereto.

Commencing at the northwest corner of said Section 35; thence S.01°-05'-17"E., a distance of 150.00 feet to the True Point of Beginning; thence N.89°-11'-43"E., a distance of 300.49 feet; thence N.20°-28'-55"W., a distance of 138.06 feet; thence N.89°-11'-43"E., 20 feet south of and normally parallel to the north line of said Section 35, a distance of 745.35 feet; thence S.00°-48'-17"E., a distance of 79.80 feet; thence S.41°-16'-09"W., a distance of 766.21 feet; thence N.86°-09'-45"W., a distance of 485.29 feet; thence S.86°-14'-45"W., a distance of 321.80 feet; thence N.63°-34'-33"W., a distance of 106.49 feet; thence N.88°-23'-23"W., a distance of 297.72 feet; thence S.89°-22'-25"W., a distance of 245.40 feet; thence N.37°-46'-39"W., a distance of 193.86 feet; thence N.36°-08'-21"W., a distance of 214.69 feet; thence N.44°-49'-09"E., a distance of 341.58 feet; thence N.89°-30'-09"E., 20 feet south of and normally parallel to said North line of Section 34, a distance of 852.53 feet; thence S.01°-05'-17"E., a distance of 130.00 feet; thence N.89°-30'-09"E., a distance of 100.00 feet to the Point of Beginning.
Containing 24.722 Acres.

N/C

with all its appurtenances, and warrant the title to the same, subject to

Signed and delivered this

day of

A.D. 19

In the presence of

Lorraine Hoge

Theodore E. Donley (SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO,

County of Pueblo,

AUG 2

The foregoing instrument was acknowledged before me this

21 day of August

1974 by Theodore E. Donley

Witness my hand and official seal.

My commission expires November 29, 1976

Notary Public

If by natural person or persons here insert name or names; If by person acting in representative or official capacity or as attorney-in-

fact then insert name of person or persons and the capacity in which they act; If by officer of a corporation then insert name of such officer.

NO. 477625 RECORDED
JON H. GIGUERE, Recorder
KNOW ALL MEN BY THESE PRESENTS, That

9:00 A.M. AUG 2 1974

BOOK 1789 PAGE 855

THEODORE E. DONLEY

of the _____ County of PUEBLO, and State of Colorado,

for the consideration of TEN DOLLARS and other considerations - - - - - Dollars,

in hand paid, hereby sell and convey to CITY OF PUEBLO, a MUNICIPAL CORPORATION

of the _____ County of PUEBLO, and State of Colorado

the following real property situate in the County of Pueblo

and State of Colorado, to-wit:

See Legal attached; Parcel "A" and Parcel "B"

with all its appurtenances, and warrant the title to the same, subject to

Signed and delivered this 1st day of August, A.D. 19 74
in the presence of
Edward J. Donley } Theodore E. Donley (SEAL)
_____ } _____ (SEAL)
_____ (SEAL)

STATE OF COLORADO,
County of Pueblo,

The foregoing instrument was acknowledged before me this

1st of August

1974, by Theodore E. Donley

Witness my hand and official seal.

My commission expires November 29, 1976

Notary Public

If joint tenancy is not desired, strike the phrase between the asterisks.

By _____, a natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity; if by officer of corporation, then insert name of such officer or officers as the president or other officers of such corporation, naming it.—STATUTORY ACKNOWLEDGEMENT, Session 1927.

WARRANTY DEED

Paul Anstetter 4.00

1. N.73°-20'-00"W., a distance of 140.00 feet;
2. N.67°-50'-00"W., a distance of 110.00 feet;
3. N.31°-40'-00"W., a distance of 100.00 feet;
4. N.46°-30'-00"W., a distance of 312.00 feet;
5. N.40°-55'-00"W., a distance of 454.84 feet;
6. N.27°-15'-00"W., a distance of 251.1 feet, more or less, to a point on the Southeasterly right-of-way line of the D. & R. G. W. Railroad; thence N.44°-56'-00"E., along said Southeasterly right-of-way line, a distance of 147.62 feet; (Deed, N.45°-19'E.); thence S.45°-04'-00"E., a distance of 110.00 feet, (Deed, S.44°-41'E.); thence N.44°-56'-00"E., a distance of 86.60 feet, (Deed, N.45°-19'E.); thence S.36°-24'-04"E., a distance of 209.37 feet; thence S.38°-02'-22"E., a distance of 193.86 feet; thence N.89°-06'-42"E., a distance of 245.40 feet; thence S.88°-39'-06"E., a distance of 297.72 feet; thence S.63°-50'-16"E., a distance of 106.49 feet; thence S.20°-22'-10"E., a distance of 279.94 feet; thence S.25°-10'-00"E., a distance of 100.00 feet.

A parcel of land located within the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, all being in Township 20 South, Range 65 West of the 6th P.M., being more particularly described as follows:

Beginning at a point on the North line of said Section 34, from which the Northeast corner of said Section 34 bears N.88°-35'-00"E., a distance of 1514.86 feet, more or less; thence S.45°-34'-00"E., a distance of 29.03 feet; thence S.44°-56'-00"W., a distance of 76.98 feet, (Deed S.45°-19'W.); thence S.45°-04'-00"E., a distance of 85.00 feet, more or less, to a point on the Northwesternly right-of-way line of the D. & R. G. W. Railroad, (Deed, S.44°-41'E., 85.00 feet); thence S.44°-56'-00"W., along said Northwesternly right-of-way line, a distance of 332.00 feet, more or less, (Deed, S.45°-19'W., 332.0 feet more or less); thence S.88°-35'-00"W., a distance of 439.01 feet, (Deed, Westerly, 439.01 feet); thence N.01°-25'-00"W., a distance of 3.21 feet, (Deed, North, 3.21 feet); thence S.88°-35'-00"W., a distance of 626.13 feet, more or less, to a point on the Easterly bank of the Arkansas River, (Deed, West, 626.13 feet); thence S.43°-10'-34"W., a distance of 367.15 feet, (Deed, Southwesterly); thence N.26°-57'-31"E., a distance of 293.92 feet, (Deed, Northeasterly); thence N.12°-23'-00"W., a distance of 291.00 feet, (Deed, N.12°W.); thence N.75°-02'-00"W., a distance of 278.6 feet, more or less, to a point on said North line of Section 34, (Deed, N.74°-39'W.); thence N.88°-35'-00"E., along said North line of Section 34, a distance of 276.97 feet; thence N.61°-58'-00"E., a distance of 360.00 feet; thence N.36°-10'-00"E., a distance of 652.00 feet; thence N.51°-10'-00"E., a distance of 105.00 feet; thence S.41°-50'-00"E., a distance of 428.00 feet; thence S.58°-05'-00"E., a distance of 70.00 feet; thence S.71°-45'-00"E., a distance of 48.00 feet; thence S.89°-50'-00"E., a distance of 42.00 feet; thence S.29°-25'-00"E., a distance of 260.00 feet; thence S.38°-15'-00"E., a distance of 163.13 feet, to the point of beginning. Containing 23.591 acres

PARCEL "B"

A parcel of land located within the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, all being in Township 20 South, Range 65 West of the 6th P.M., being more particularly described as follows:

Commencing at the Northwest corner of said Section 35; thence N.88°-35'-00"E., along the North line of said Section 35, a distance of 1000.00 feet, (Deed, East); thence S.03°-25'-00"E., a distance of 99.00 feet, (Deed, South); thence S.40°-47'-38"W., a distance of 816.00 feet, more or less, to the True Point of Beginning, (Deed, Southwesterly); thence S.27°-49'-10"E., a distance of 317.4 feet, more or less, to the centerline of the Arkansas River; thence S.51°-18'-00"W., along said centerline, a distance of 522.2 feet, more or less, to the South line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35; thence S.88°-35'-00"W., along said South line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, a distance of 714.0 feet, more or less, to a point on the Northeasterly bank of the Arkansas River; thence Northwesternly, along said Northeasterly bank, the following six (6) courses:

1. N.73°-20'-00"W., a distance of 140.00 feet;
2. N.67°-50'-00"W., a distance of 110.00 feet;
3. N.31°-40'-00"W., a distance of 100.00 feet;
4. N.46°-30'-00"W., a distance of 312.00 feet;
5. N.40°-55'-00"W., a distance of 454.84 feet;
6. N.27°-15'-00"W., a distance of 251.1 feet, more or less, to a point on the Southeasterly right-of-way line of the D. & R. G. W. Railroad; thence N.44°-56'-00"E., along said Southeasterly right-of-way line, a distance of 147.62 feet; (Deed, N.45°-19'E.); thence S.45°-04'-00"E., a distance of 110.00 feet, (Deed, S.44°-41'E.); thence N.44°-56'-00"E., a distance of 86.60 feet, (Deed, N.45°-19'E.); thence S.36°-24'-04"E., a distance of 209.37 feet; thence S.38°-02'-22"E., a distance of 193.86 feet; thence N.89°-06'-42"E., a distance of 245.40 feet; thence S.88°-39'-06"E., a distance of 297.72 feet; thence S.61°-50'-16"E., a distance of 106.49 feet; thence S.82°-37'-19"E., a distance of 279.94 feet; thence S.85°-33'-02"E., a distance of 496.76 feet, to the True Point of Beginning. Containing 24.58 acres.

Recorded at 12:32 o'clock
Reception No. 484502

NOV 26 1974

BOOK 1799 PAGE 586

Recorder's Stamp

THIS DEED, Made this 26th day of November
1974, between THE FOUNTAIN SAND AND GRAVEL COMPANY

a corporation duly organized and existing under and by virtue of the laws

of the State of DELAWARE of the first part, and

CITY OF PUEBLO a MUNICIPAL CORPORATION

of the COLORADO County of PUEBLO and State of
of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
ONE DOLLAR and other good and valuable considerations - - - - - DOLLARS,
to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is here-
by confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bar-
gain, sell, convey and confirm unto the said party of the second part, its heirs, and assigns fore-
ever, all of the following described ~~lot~~ parcel of land, situate, lying and being in the
County of PUEBLO and State of Colorado, to wit:

A parcel of land located within the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35,
Township 20 South, Range 65 West, of the 6th P.M. being more
particularly described on ATTACHED LEGAL DESCRIPTION

GIFT DEED

N/O

TOGETHER with all and singular the hereditaments and appurtenances therunto belonging, or in anywise
appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all the estate,
right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in
and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the
said party of the second part its heirs and assigns forever. And the said

party of the first part, for itself,
and its successors, doth covenant, grant, bargain, and agree to and with the said party of the second part,
its heirs and assigns, that at the time of the enrolling and delivery of these presents it is well
seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in
law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same
in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains,
sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

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

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto
subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Assistant
Secretary, the day and year first above written.

THE FOUNTAIN SAND AND GRAVEL COMPANY

Assistant Secretary

By

P. E. HOLMES

President

STATE OF COLORADO,

County of Pueblo

The foregoing instrument was acknowledged before me this 26th day of November
1974, by P. E. HOLMES as President and
D. B. COOL as Assistant Secretary of
a corporation.

My notarial commission expires

Witness my hand and official seal.

My Commission Expires October 29, 1970

ATTACHMENT

A parcel of land located within the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 20 South, Range 65 West of the 6th P.M., being more particularly described as follows:

Beginning at a point on the North line of said Section 35, from which the Northwest corner of said Section 35 bears S.88°-35'-00"W., a distance of 1000.00 feet, (Deed East 1000.00 feet); thence N.88°-35'-00"E., along said North line, a distance of 313.4 feet, more or less, to the Northeast corner of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence S.01°-21'-00"E., along the East line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 239.8 feet, more or less, to a point on the northwesterly bank of the Arkansas River; thence Southwesterly along said Northwesterly bank, the following two courses:

(1). S.55°-32'-00"W., a distance of 233.8 feet;

(2). S.42°-05'-52"W., a distance of 793.7 feet;

thence N.27°-49'-10"W., a distance of 267.4 feet;

thence N.40°-47'-38"E., a distance of 816 feet, more or less, (Deed Southwesterly 816.0 feet, more or less); thence

N.01°-25'-00"W., a distance of 99.0 feet (Deed South 99.0 feet), to the point of beginning. Containing 6.06 net acres.

EXCEPT

A strip of land, being 30 feet in width, across a part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 20 South, Range 65 West of the 6th P.M., being more particularly described as follows:

Commencing at the Northwest corner of the said Section 35; thence N.88°-35'-00"E., along the North line of the said Section 35, a distance of 247.5 feet; thence S.20°-41'-31"E., a distance of 710.00 feet to the point of beginning of the herein described strip of land; thence continuing S.20°-41'-31"E., a distance of 39.73 feet; thence N.40°-47'-38"E., a distance of 951.07 feet more or less to a point on the North line of said Section 35; thence S.88°-35'-00"W., along the North line of said Section 35, a distance of 47.15 feet; thence S.40°-47'-38"W., a distance of 900.51 feet, more or less, to the point of beginning.]

3:16 P.M.
JUN 2 1964

THIS DEED, made this 25TH day of MAY
in the year of our Lord one thousand nine hundred and sixty-
four between Theodore E. Donley, party of the first part, and
Pueblo, a municipal corporation, organized and existing as a
Home Rule City under Article XX of the Constitution of the
State of Colorado, operating by and through the Board of Water
Works of Pueblo, Colorado, party of the second part.

WITNESSETH, That the said party of the first part, for
and in consideration of the sum of one dollar, and other good
and valuable considerations, to the said party of the first
part in hand paid by the said party of the second part, the
receipt whereof is hereby confessed and acknowledged, has
remised, released, sold, conveyed and QUIT-CLAIMED, and by
these presents does remise, release, sell, convey and QUIT-
CLAIM unto the said party of the second part, its successors
and assigns forever, all the right, title, interest, claim and
demand which the said party of the first part has in and to
the following described strip of land situate, lying and being
in the County of Pueblo and State of Colorado, to-wit:

A strip of land, being 30 feet in width, across a
part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Twp. 20
South, Range 65 West of the 6th Principal Meridian,
said strip of land being 15 feet in width on each
side of the following described centerline:

Commencing at the northwest corner of the said Section
35; thence N.89°-26'E., along the north line of the
said Section 35, a distance of 247.5 feet; thence S.
20°-14'-38"E., a distance of 744.03 feet to the point
of beginning; thence S.63°-01'-00"W. a distance of
544.7 feet to a point on the Section line common to
Section 34 and 35, of the said Twp. 20 South, Range
65 West of the 6th Principal Meridian, said point also
being a point of terminus.

ALSO: A strip of land, 30 feet in width, across a part
of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 34, Twp. 20 South,
Range 65 West of the 6th Principal Meridian, said strip
of land being 15 feet in width on each side of the
following described centerline:

in the year of our Lord one thousand nine hundred and sixty-four between Theodore E. Donley, party of the first part, and Pueblo, a municipal corporation, organized and existing as a Home Rule City under Article XX of the Constitution of the State of Colorado, operating by and through the Board of Water Works of Pueblo, Colorado, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of one dollar, and other good and valuable considerations, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT-CLAIMED, and by these presents does remise, release, sell, convey and QUIT-CLAIM unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described strip of land situate, lying and being in the County of Pueblo and State of Colorado, to-wit:

A strip of land, being 30 feet in width, across a part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Twp. 20 South, Range 65 West of the 6th Principal Meridian, said strip of land being 15 feet in width on each side of the following described centerline:

Commencing at the northwest corner of the said Section 35; thence N.89°-26'E., along the north line of the said Section 35, a distance of 247.5 feet; thence S. 20°-14'-38"E., a distance of 744.03 feet to the point of beginning; thence S.63°-01'-00"W. a distance of 544.7 feet to a point on the Section line common to Section 34 and 35, of the said Twp. 20 South, Range 65 West of the 6th Principal Meridian, said point also being a point of terminus.

ALSO: A strip of land, 30 feet in width, across a part of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 34, Twp. 20 South, Range 65 West of the 6th Principal Meridian, said strip of land being 15 feet in width on each side of the following described centerline:

Commencing at the above mentioned point of terminus, said point being 947.90 feet south of the northeast corner of the said Section 34; thence S.63°-01'-00"W. a distance of 33.00 feet; thence S.00°-51'E., parallel to and 30 feet normally distant West of the east line of the said Section 34, a distance of 461.5 feet, more or less to a point in the center of the Arkansas River as the same is located on the second day of March 1964.

1. Reserving unto the party of the first part his heirs and assigns, the right of ingress and egress across said strip, at a single location mutually agreeable to both parties.
2. Party of the first part, his heirs and assigns, agrees not to remove the lateral support on the adjacent lands within 95 feet of the boundaries of said strips as above described, and within 95 feet of the northerly boundary of the following strip:

A strip of land, being 30 feet in width, across a part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Twp. 20 South, Range 65 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the northwest corner of the said Section 35; thence N.89°-26'E., along the north line of the said Section 35, a distance of 247.5 feet; thence S. 20°-14'-38"E. a distance of 710.00 feet to the point of beginning of the herein described strip of land; thence continuing S.20°-14'-38"E. a distance of 39.73 feet; thence N.41°-30'-26"E. a distance of 951.07 feet, more or less to a point on the said north line of the said Section 35; thence S.89°-26'W., along the said North line a distance of 47.15 feet; thence S.41°-30'-26"W., a distance of 900.66 feet, more or less to the point of beginning; excepting therefrom a part of the 30 foot strip of land heretofor conveyed by the Colorado Investment and Realty Company and William J. Lamson to the trustees of the Pueblo Water Works, by warranty deed recorded June 21, 1923 in the Office of the County Clerk and Recorder, of Pueblo County, Colorado; said heretofor described 30 foot strip of land, less the exceptions as noted, contain 0.72 acres, more or less, subject to the following:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first

NO 258867 RECORDED
RICHARD L. LYLES, Recorder

3:18 P.M.
JUN 2 1964

BOOK 1546 PAGE 170

K-1

THIS DEED, Made this 14th day of May
in the year of our Lord one thousand nine hundred and sixty-
four between The Fountain Sand and Gravel Company, a Colorado
Corporation, party of the first part, and Pueblo, a municipal
corporation, organized and existing as a Home Rule City
Under Article XX of the Constitution of the State of Colorado,
operating by and through the Board of Water Works of Pueblo,
Colorado, party of the second part.

WITNESSETH, That the said party of the first part, for
and in consideration of the sum of one dollar, and other good
and valuable considerations, to the said party of the first
part in hand paid by the said party of the second part, the
receipt whereof is hereby confessed and acknowledged, have
remised, released, sold, conveyed and QUIT-CLAIMED, and by these
presents do remise, release, sell, convey and QUIT-CLAIM unto
the said party of the second part, its successors and assigns/
forever, all the right, title, interest, claim and demand
which the said party of the first part have in and to the
following described strip of land situate, lying and being in
the County of Pueblo and State of Colorado, to-wit:

A strip of land, being 30 feet in width, across a
part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Twp. 20
South, Range 65 West of the 6th Principal Meridian,
more particularly described as follows:

Commencing at the northwest corner of the said
Section 35; thence N.89°-26'E., along the north line
of the said Section 35, a distance of 247.5 feet;
thence S.20°-14'-38"E. a distance of 710.00 feet
to the point of beginning of the herein described
strip of land; thence continuing S.20°-14'-38"E. a
distance of 39.73 feet; thence N.41°-30'-26"E. a
distance of 951.07 feet, more or less to a point on
the said north line of the said Section 35; thence
S.81°-26'W., along the said North line a distance of
47.15 feet; thence S.41°-30'-26"W., a distance of
900.66 feet, more or less to the point of beginning;

excepting therefrom a part of the 30 foot strip of land heretofor conveyed by the Colorado Investment and Realty Company and William J. Lamson to the trustees of the Pueblo Water Works, by warranty deed recorded June 21, 1923 in the Office of the County Clerk and Recorder, of Pueblo County, Colorado; said heretofor described 30 foot strip of land, less the exceptions as noted, contain 0.72 acres, more or less, subject to the following:

1. Reserving unto the party of the first part its assigns and successors, the right of ingress and egress across said strip, at a single location mutually agreeable to both parties.
2. Party of the first part, its assigns and successors, agrees not to remove the lateral support on the adjacent lands within 95 feet of the southerly boundary of said strip.
3. Party of the second part, its successors and assigns, agrees to grant the right of ingress and egress at one location, over and across the land as conveyed by Warranty Deed to the Trustees of the Pueblo Water Works, by Colorado Investment and Realty Company and William J. Lamson, and recorded 21 June 1923 in Book 575, Page 144 of the records of the Pueblo County Clerk and Recorder.

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

WITNESS our hands and seals, on the date above written.

The Fountain Sand and Gravel Company, party of the first part.

By Joseph A. Bullen, Jr.

Attest: Matthew J. Bullen, Notary Public



Recorded at
Reception No.

4:24
938784

JAN 17 1991

Recorder

BOOK 2528 PAGE 690

PUEBLO
COUNTY

SPECIAL WARRANTY DEED

THIS DEED, Made this 31st day of DECEMBER 1990

between Valco, Inc., a Colorado Corporation,

County of Pueblo of the State of Colorado (grantor), and

Pueblo Conservancy District

whose legal address is 111 E. 5th, Pueblo, CO 81003

of the County of Pueblo State of Colorado, (grantee)

WITNESSETH, That the grantor, for and in consideration of the sum of one dollar and other good and valuable consideration DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the grantee, its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Pueblo State of Colorado, described as follows:

Described on Exhibit "A" as attached hereto and incorporated herein by reference.

001AM8674 *** DDCFEE

\$2.20

also known by street and number as:

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its heirs and assigns forever. The grantor(s), for itself, its heirs and personal representatives or successors, do covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s). IN WITNESS WHEREOF the grantor(s) has executed this deed on the date set forth above.

Valco, Inc.

ATTEST

A. RED, ASST. Secretary

President

County of

The foregoing instrument was acknowledged before me this by

Witness my hand and official seal.

My commission expires

April 10, 1992

Campbell Campbell

210
504



EXHIBIT "A"

PARCEL 1:

A certain tract of land in the N1/2 of Section 6, Township 21 South, Range 64 West, more particularly described as follows:
COMMENCING at the quarter section corner of the North side of Section 6 aforesaid, the said quarter corner being on the 4th correction line South. The course of said 4th correction line being N87°18'W from aforesaid quarter section corner;
thence S28°45'W, a distance of 567 feet to a point, said point being on the Southerly line of the right-of-way of the Missouri Pacific Railroad (formerly right-of-way of Pueblo and State Line Railroad)
thence S24°9'E, a distance of 400 feet to the POINT OF BEGINNING;
THENCE S24°9'E, a distance of 150 feet;
thence due East, 1023 feet, more or less, to a point on the Westerly line of the right-of-way of the Colorado & Southern Railway;
thence Northwesterly along the Westerly right-of-way line of the Colorado & Southern Railway, a distance of 139.50 feet, more or less,
thence curving to the left with an assumed radius of 595.47 feet on a line parallel with and 50 feet distance from the track known as the Missouri Pacific "Y" connecting the present Missouri Pacific Railroad main track with the main track of the Colorado & Southern Railway, a distance of 618.6 feet, more or less, to the Northeast corner of a 4 acre tract heretofore deeded to the Pueblo Conservancy District;
thence S1°30'E, a distance of 175.7 feet;
thence S73°36'W, a distance of 569.7 feet to the POINT OF BEGINNING;

PARCEL 2:

All that portion of the North one-half of the NW1/4 of Section 35, Township 20 South, Range 65 West of the 6th P.M., lying North of the Northerly right-of-way line of the D & R.G.W. Railroad
EXCEPT part conveyed to Edward G. Donley by deed recorded December 15, 1990 in Book 210, Page 333, by deed recorded May 1, 1928 in Book 685, Page 443, and by deed recorded March 27, 1934 in Book 777, Page 260.
EXCEPT part conveyed to Pueblo, a Municipal Corporation by deed recorded June 2, 1964 in Book 1546, Page 170, and by deed recorded November 26, 1974 in Book 1799, Page 586.

Recorded at
Reception No. 938781
939489
JAN 17 1991
JAN 29 1991
SPECIAL WARRANTY DEED

2528 690
2529 780

PUEBLO
COUNTY

THIS DEED, Made this 5th day of DECEMBER, 1990
between Valco, Inc., a Colorado Corporation,
County of Pueblo, State of Colorado, grantor(s), and
Pueblo Conservancy District
whose legal address is 111 E. 5th, Pueblo, CO 81003

of the County of Pueblo, State of Colorado, grantee(s)

WITNESSETH, That the grantor(s), for and in consideration of the sum of one dollar and other good and valuable consideration
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s) its heirs and assigns forever, all the real property together with any, townships, if any, situate, lying and being in the County of Pueblo, State of Colorado described as follows:

Located on Exhibit "A" as attached hereto and incorporated herein by reference.

THIS DEED IS BEING RE-RECORDED TO SHOW THE COMPLETE ACKNOWLEDGEMENT

001608674 1114 00111 1. 7

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its heirs and assigns forever. The grantor(s), for itself, its heirs and personal representatives or successors, do covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s) its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s). IN WITNESS WHEREOF the grantor(s) has executed this deed on the date set forth above

ATTEST: A Reid, Asst. Secretary

Valco, Inc., a Colorado Corporation
By: Howard E. Brubaker, President

County of Pueblo, State of Colorado
The foregoing instrument was acknowledged before me this 5th day of December, 1990, by Howard E. Brubaker, President, and A. Reid, Asst. Secretary, of Valco, Inc., a Colorado Corporation, and before me, a Notary Public in and for the State of Colorado, at Pueblo, Colorado.
Witness my hand and official seal

EXHIBIT "A"

PARCEL 1:

A certain tract of land in the N1/2 of Section 6, Township 21 South, Range 64 West, more particularly described as follows:

COMMENCING at the quarter section corner of the North side of Section 6 aforesaid, the said quarter corner being on the 4th correction line South. The course of said 4th correction line being N87°18'W from aforesaid quarter section corner;

thence S28°45'W, a distance of 567 feet to a point, said point being on the Southerly line of the right-of-way of the Missouri Pacific Railroad (formerly right-of-way of Pueblo and State Line Railroad)

thence S24°9'E, a distance of 400 feet to the POINT OF BEGINNING;

THENCE S24°9'E, a distance of 150 feet;

thence due East 1023 feet, more or less, to a point on the Westerly line of the right-of-way of the Colorado & Southern Railway;

thence Northwesterly along the Westerly right-of-way line of the Colorado & Southern Railway, a distance of 139.50 feet, more or less,

thence curving to the left with an assumed radius of 595.47 feet on a line parallel with and 50 feet distance from the track known as the Missouri Pacific "Y" connecting the present Missouri Pacific Railroad main track with the main track of the Colorado & Southern Railway, a distance of 618.6 feet, more or less, to the Northeast corner of a 4 acre tract heretofore deeded to the Pueblo Conservancy District;

thence S1°30'E, a distance of 175.7 feet;

thence S73°36'W, a distance of 569.7 feet to the POINT OF BEGINNING;

PARCEL 2:

All that portion of the North one-half of the NW1/4 of Section 35, Township 20 South, Range 65 West of the 6th P.M., lying North of the Northerly right-of-way line of the D & R.G.W. Railroad

EXCEPT part conveyed to Edward G. Donley by deed recorded December 15, 1990 in Book 210, Page 333, by deed recorded May 1, 1928 in Book 685, Page 443, and by deed recorded March 27, 1934 in Book 777, Page 260.

EXCEPT part conveyed to Pueblo, a Municipal Corporation by deed recorded June 2, 1964 in Book 1546, Page 170, and by deed recorded November 26, 1974 in Book 1799, Page 586.

NO. 58628 RECORDED
A. G. EDENBERGER, P. 644

DEC 23 1957

BOOK 1345 PAGE 1

✓ 12/23/57 1345-1
KNOW ALL MEN BY THESE PRESENTS, That I, THEODORE E. DONLEY, individually,
and as heir at law of Flora B. Donley, deceased,

of the ----- County of ----- Pueblo -----, and State of Colorado
for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS ~~xxxxxx~~
in hand paid, hereby sell and convey to PUEBLO, a Municipal Corporation, for the sole
use of Board of Water Works of Pueblo, Colorado

~~xxxx~~ County of Pueblo -----, and State of Colorado.

the following real property, situate in the ----- County of Pueblo

and State of Colorado, to-wit:

The South 80.0 feet of the North 100.0 feet of the East
100.0 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, in T. 20 S.,
R. 85 W., and

The South 80.0 feet of the North 100.0 feet of the West 600.0
feet of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, in T. 20 S., R. 85 W.;

together with the right of the Grantee to remove gravel from
land owned by Grantor, directly south from the above described
real property herein conveyed in the approximate amount of 5,000
cubic yards, for a period of one year from the date of this
Warranty Deed, hereby granting unto the Grantee the right of
ingress and egress over the property owned by the Grantor south
of the above described property for the purpose of removing said
gravel.



with all its appurtenances, and warrant the title to the same, subject to any granted or existing
rights of way.

Signed and delivered this 23rd day of December, A.D. 1957

in the presence of

Theodore E. Donley
individually, and as heir at law
of Flora B. Donley, deceased.

(SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO
County of Pueblo

ss.

The foregoing instrument was acknowledged before me this 23rd day of December,
1957, by Theodore E. Donley, individually, and as heir at law of Flora B.
Donley, deceased.

Witness my hand and official seal.

My commission expires

July 24, 1958

No. 325045

This Deed, Made this fourteenth day of May in the year of our Lord one thousand nine hundred and twenty eight, between The Colorado Lumber and Realty Company and William J. Hanson of the County of Pueblo and State of Colorado, of the first part, and Trustee of the Pueblo Water Works of the County of Pueblo and State of Colorado, of the second part;

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of one dollar and other good and valuable considerations DOLLARS, to the said part 2nd of the first part in hand paid by the said part 2nd of the second part, the receipt whereof is hereby confessed and acknowledged has been granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part 2nd of the second part, their heirs and assigns forever, all the following described lot and or parcel of land, situate, lying and being in the County of Pueblo and State of Colorado, to-wit:

A right of way for a water ditch, comprising a strip of land in north half of the north west quarter of section thirty-five (35) township thirty-two (32) north, range sixty-four (64) west, T. 32 N., R. 64 W., described as follows: Beginning at a point on the north line of said section thirty-five (35) thence the north west corner of said section thirty-five (35) thence a distance of 976.75 feet thence south 89 degrees, thirty minutes east a distance of 452.5 feet thence west or less to the north line of the Appawash River thence north 60 degrees and 30 minutes east along the said north line a distance of 30 feet thence north 29 degrees and 30 minutes west 416.0 feet more or less to a point on the north line of section thirty-five (35) thence west along the north line of said section thirty-five (35) a distance of 374.7 feet to the place of beginning containing 6.29 acres more or less, the said right of way is an unincumbered strip of land.

State of Colorado, ss. I, George Crane, a Notary Public in and for said County, in the State of Colorado, do hereby certify that Francis D. Poterius President and Charles Wright Secretary of the Colorado Lumber and Realty Company who are personally known to me to be the persons whose names are subscribed to the annexed instrument in writing, as President and Secretary of said Corporation, appeared before me this day in person and acknowledged that at the time of the execution of the said instrument in writing they were respectively the President and Secretary of the said Corporation, that the seal affixed thereto is the common and corporate seal of said Corporation, and that they signed, sealed and delivered the said instrument in writing as their free and voluntary act, and as the free and voluntary act of the said The Colorado Lumber and Realty Company, its heirs and assigns forever, under my hand and official seal, this twenty-eighth day of May, 1928.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part 1st of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD The said premises above bargained and described, with the appurtenances unto the said part 2nd of the second part, their heirs and assigns forever. And the said

William J. Hanson part 1st of the first part, for himself, his heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the sealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have full good right, full power and sole authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, (except as hereinafter specified).

and the above bargained premises in the quiet and peaceable possession of the said part 2nd of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part 1st of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part 1st of the first part has set hereunto set his hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
Attest: Chas. J. Wright - Secretary Francis D. Poterius (SEAL)
William J. Hanson William J. Hanson (SEAL)
Notary as is Notary (SEAL)

STATE OF COLORADO, ss. I, Wm. J. Poterius a Notary Public
COUNTY OF PUEBLO
in and for the said County in the State aforesaid, do hereby certify that William J. Hanson

personally known to me as the person W. J. Hanson whose name W. J. Hanson subscribed to the annexed Deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 14 day of June A. D. 1928.

My commission expires May 15, 1929 Wm. J. Poterius Notary Public



47-333

THIS DEED, Made this 21st day of August in the year of our Lord one thousand eight hundred and eighty eight between Mary G. Adler of the County of San Diego and State of Colorado, of the first part, and Andrew J. Boff and Edmund L. Dwyer of the County of San Diego and State of Colorado, of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five Dollars to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, heirs and assigns forever, all the following described lot or parcel of land situate, lying and being in the County of Pueblo, and State of Colorado, to-wit:

Beginning at a point on the south line of Section Twenty Six (26) Township Twenty (20) South of Range Sixty Five (65) East of the Sixth (6) Principal Meridian which point is thirty-two (32.11) feet east of the south west corner of the south east quarter (S.E. 1/4) of the south west quarter (S.W. 1/4) of said Section Twenty Six (26), thence north at a right angle to the south line of Section Twenty Six (26) four hundred and six $\frac{55}{100}$ (506.55) feet to a point; thence north parallel to the south line of said Section Twenty Six (26) eighty one $\frac{94}{100}$ (81.94) feet to a point; thence north thirty seven degrees five minutes (37°5') East (a course at right angles to the south line of Section Twenty Six (26) being taken as the meridian) two hundred and ninety one $\frac{06}{100}$ (291.06) feet to a point; thence south forty seven degrees thirty four minutes (47°34') East one hundred and seventy two $\frac{95}{100}$ (172.95) feet to a point; thence south fifty degrees fourteen minutes (50°14') East six hundred and forty four $\frac{50}{100}$ (644.50) feet to a point on the south line of Section Twenty Six (26); thence east along the south line of said Section Twenty Six (26) two hundred and six $\frac{49}{100}$ (206.49) feet to the place of beginning containing Four $\frac{24}{100}$ (4.24) Acres more or less, the area above the enclosed being a fraction of the south east (S.E. 1/4) of the south west quarter (S.W. 1/4) of Section Twenty Six (26) Township Twenty (20) South of Range Sixty Five (65) East of the Sixth (6) Principal Meridian. A right of way out of and through the adjacent lands of said M. G. Adler is hereby granted and the same right is hereby reserved upon the lands herein conveyed and the use of a road upon the south boundary of lands of said Adler to the land herein conveyed is granted said Boff and Dwyer.

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, heirs and assigns forever. And the said Mary G. Adler party of the first part, for herself, heirs, executors and administrators, does covenant, grant, bargain and agree, to and with the party of the second part, heirs and assigns, that at the time of the enrolling and delivery of these presents, she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever (except as hereinafter specified):

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

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

Signed, Sealed and delivered in the presence of

Mary G. Adler [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF COLORADO.

County of San Diego

COPIED TO STATE

in and for the said County, in the State

I, Herbert A. Ross a Notary Public

do hereby certify that

personally known to me as the person whose name Mary G. Adler

in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and

voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and what her seal this 21st day of

July A. D., 1888

Herbert A. Ross Notary Public

Filed for Record this 1st day of August A. D., 1888, at 11:30 o'clock, A. M.

Recorder

PROPERTY MANAGEMENT AGREEMENT

This Agreement made the 11th day of September, 1975, by and between the City of Pueblo, Pueblo County, Colorado, whose address is 1 City Hall Place, Pueblo, Colorado 81005 (hereinafter with its successors and assigns called the "Grantee") and the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA, whose address is Main Commerce Building, Washington, D. C. 20230 (hereinafter with its successors and assigns called "EDA"):

WHEREAS, pursuant to application designated as EDA Project No. 05-31-00826, a request was made by the Grantee for financial assistance pursuant to the Public Works and Economic Development Act of 1965 (P.L. 89-136; 42 U.S.C. 3121, et. seq.), as amended; and

WHEREAS, by Offer of Grant dated July 10, 1975, EDA offered a grant in the amount of \$200,000 to the Grantee to assist in financing the construction of a portion of the River Trails System (hereinafter the "Project") in Pueblo, Pueblo County, Colorado, the location of which is more particularly described in Exhibit "A" which is attached hereto and made a part hereof, all or part of which Project will be to the use and benefit of the real property (including structures, appurtenances, and any other improvements) described in Exhibit "A"; and

WHEREAS, on July 14, 1975, the Grantee accepted the Offer of Grant subject to certain terms and conditions pursuant to which the Grantee covenanted and agreed that it, or a successor satisfactory to EDA, will retain title to the Project for its useful life and that the Project will be devoted to public purposes and will provide services without discrimination to all persons without regard to their race, color, religion, sex or national origin, which covenant is to be made a matter of public record and, further, agreed to comply with the requirements of 13 Code of Federal Regulations 305.59; and

WHEREAS, the office for the recording of public records affecting real property in Pueblo County, Colorado is the proper office for the recording Grantee's covenant so as to constitute notice to all persons of restrictions on title to and use of the Project;

NOW, THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and to assure that the benefits of the Project will accrue to the public and be used as intended by both EDA and the Grantee, the Grantee hereby covenants and agrees as follows:

1. During its expected useful life the Project shall not be used for other than the purpose for which the Project was financed by EDA unless the approval of the Assistant Secretary is first obtained in writing.

2. Real property acquired as part of the Project or real property specifically improved and included as part of the Project shall not be sold, transferred, conveyed, mortgaged or leased, in whole or in part, and including any interest therein, unless the approval of the Assistant Secretary is first obtained in writing.

3. If the authorized purpose of the Grant is, in whole or in part, to develop real property to sell, lease or otherwise convey it for a specific use, the Assistant Secretary may approve such sale, lease or other conveyance if he determines such conveyance is consistent with the authorized general and special purpose of the Grant and EDA policies concerning, but not limited to, nondiscrimination, nonrelocation, excessive profits, and adequate consideration. Whenever land, improved land, structures, appurtenances thereto, or other improvements, are sold, leased, or otherwise conveyed pursuant to this section, the Grantee shall add a covenant to the instrument of conveyance, which

must be satisfactory to the Assistant Secretary, prohibiting the use of such property for any purpose other than the general and special purpose of the grant as determined by the Assistant Secretary. The Grantee shall notify EDA of the prospective conveyance and provide EDA with a copy of the instrument at least 30 days before the sale, lease or conveyance of the property. The instrument containing the covenant approved by the Assistant Secretary shall be recorded in the pertinent public records affecting real property. Should the Grantee fail to comply with this provision, EDA may require the Grantee to compensate the agency in accordance with the provisions in Section 5.

4. In the event that the Grantee determines that the land, improved land, structures, appurtenances thereto, or other improvements, excluding movable machinery and equipment, are no longer needed for the original grant purpose they may be used in other Federal grant programs, or programs that have purposes consistent with those authorized for support by EDA, provided, that the written approval of the Assistant Secretary is obtained.

5. Whenever the Assistant Secretary determines that the land, improved land, structures, appurtenances thereto, or other improvements are no longer needed and the expected useful life of such property has not expired, the Grantee shall return all such property furnished or purchased wholly with Grant funds to the control of EDA. In the case of property purchased in part with Grant funds, the Grantee may be permitted to take title to the EDA interest upon compensating EDA for its fair share of the property. The EDA share of the property shall be the amount computed by applying the percentage of the EDA participation in the total cost of the project for which the property was acquired to the current fair market value of the property.

6. Except when property is sold pursuant to Section 3, land, improved land, structures, appurtenances thereto, or other improvements, may not be used to secure a mortgage or deed of trust or otherwise be used as collateral, except to secure a loan made by a State or Federal agency or other public body participating in the same project unless EDA has been compensated in accordance with the procedures of Section 5, prior to the attachment of the encumbrance.

7. The expected useful life of the Project is twenty (20) years.

8. During its expected useful life, the Project will be held for and be devoted to public purposes only and will provide services without discrimination to all persons without regard to their race, color, religion, sex or national origin.

9. As used herein:

a. The term "sell" and its derivatives shall include any conveyance or transfer of any interest in the property, including but not limited to renting or leasing, to any party other than the Grantee. Any document which conveys or transfers an interest in, or a right to the use or possession of the property must contain a covenant which prohibits the use of the said property for any purpose other than the purpose of the Grant, except as otherwise approved by the Assistant Secretary.

b. The terms "property, real property, land, improved land, structures, appurtenances thereto, or other improvements" relate to the real property described in Exhibit "A".

c. The term "Assistant Secretary" means the Assistant Secretary of Commerce for Economic Development, his successors, or authorized delegate.

10. The covenants and restrictions herein contained shall

be real covenants and shall run with the land described in Exhibit "A" for the expected useful life of the Project.

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the day and year first above written by their duly authorized officers.

(SEAL)
ATTEST:
Judy J. Loate
Title: City Clerk

City of Pueblo, Colorado
Grantee
By: Fred E. Weisbrod
Title: City Manager
WITNESS:
Approved as to form:
Theresa B. [unclear] City Attorney
Acknowledgement

STATE OF COLORADO

COUNTY OF PUEBLO

On this 25th day of May, 1976, before me, a Notary Public, personally appeared Fred E. Weisbrod, City of Pueblo, Pueblo County, Colorado, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained, and that he is duly authorized in the premises.

GIVEN UNDER MY HAND AND SEAL this 25th day of May, 1976.

(SEAL)
Mary Ann [unclear]
Notary Public in and for the City
of Pueblo, Pueblo
County, Colorado
My Commission Expires Dec 18, 1977

ECONOMIC DEVELOPMENT ADMINISTRATION
UNITED STATES OF AMERICA

By: [Signature]
Regional Director

STATE OF COLORADO

COUNTY OF DENVER

On this 11th day of SEPTEMBER, 1975, before me a Notary Public, personally appeared CRAG M. SMITH, Rocky Mountain Regional Office, Economic Development Administration, United States of America, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained, and that he is duly authorized in the premises.

GIVEN UNDER MY HAND AND SEAL this 11th day of SEPTEMBER, 1975.

(SEAL)
[Signature]
Notary Public in and for the City and
County of Denver, Colorado

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY INCLUDED
IN THE ARKANSAS RIVER TRAILS SYSTEM PROJECT

Beginning at the Northeast corner of the Northwest quarter of the Northwest quarter of section 35, Township 20 South, Range 65 West, said point being located North 88 degrees 35 minutes 00 seconds East a distance of 1313.4 feet from the Northwest corner of said Section 35; Thence South 01 degree 21 minutes 00 seconds East along the East line of said Northwest quarter of the Northwest quarter a distance of 239.8 feet more or less to a point on the Northwesterly bank of the Arkansas River; Thence Southwesterly along said Northwesterly bank, the following two courses; South 55 degrees 32 minutes 00 seconds West, a distance of 233.8 feet; and South 42 degrees 05 minutes 52 seconds West, a distance of 793.7 feet; Thence South 27 degrees 49 minutes 10 seconds East, a distance of 50 feet more or less to the centerline of the Arkansas River; Thence South 51 degrees 18 minutes 00 seconds West along said centerline, a distance of 522.2 feet more or less to the South line of said Northwest quarter of the Northwest quarter of Section 35; Thence South 88 degrees 35 minutes 00 seconds West, along said South line of the Northwest quarter of the Northwest quarter, and the South line of the Northeast quarter of the Northeast quarter of Section 34, a distance of 490 feet more or less to the Northeast line of Lot 12, Block 8, Uplands Park extended; Thence Southerly along said Northeast line of Lot 12, extended, and said Northeast line of Lot 12 to the Southeast corner of said Lot 12; Thence Southwesterly along the Southerly line of said Lot 12 to the Southwest corner of said Lot 12; Thence Northerly along the West line of said Lot 12, a distance of 75.18 feet; Thence North 68 degrees 59 minutes West, a distance of 104.55 feet; North 63 degrees 22 minutes 30 seconds West, a distance of 67.38 feet; Thence North 60 degrees 40 minutes West, a distance of 208.6 feet more or less to a point on the West line of

Lot 10, Block 8, Uplanda Park; Thence North along said West lot line and said West lot line extended to the South line of the Northeast quarter of the Northeast quarter of Section 34; Thence South 88 degrees 35 minutes 00 seconds West along said South line of the Northeast quarter of the Northeast quarter of Section 34 to a point, said point being 1761.43 feet Easterly of the Southwest corner of the North 1/2 of the Northeast quarter of said Section 34; Thence North 00 degrees 01 minute 20 seconds East, a distance of 74.87 feet more or less; Thence North 52 degrees 43 minutes 28 seconds West, a distance of 185.5 feet; Thence South 00 degrees 01 minute 20 seconds West, a distance of 22.93 feet; Thence North 38 degrees 36 minutes 30 seconds West, a distance of 435 feet; Thence South 00 degrees 01 minute 20 seconds West, a distance of 14.32 feet; Thence North 28 degrees 43 minutes 23 seconds West, a distance of 545.89 feet to a point on the Southeasterly Right of Way line of the Denver and Rio Grande Western Railroad; Thence in a Westerly direction to a point on the Northwesterly Right of way line of said Denver and Rio Grande Western Railroad, said point being located as follows; (Beginning at the Northeast corner of Section 34, Township 20 South, Range 65 West; Thence South 88 degrees 35 minutes 00 seconds West, a distance 1514.86 feet; Thence South 45 degrees 34 minutes 00 seconds East a distance of 29.03 feet; Thence South 44 degrees 56 minutes 00 seconds West, a distance of 76.98 feet; Thence South 45 degrees 04 minutes 00 seconds East, a distance of 85 feet to a point on the Northwesterly Right of Way line of the Denver and Rio Grande Western Railroad; Thence South 44 degrees 56 minutes 00 seconds West, along said Northwesterly Right of Way line, a distance of 332 feet to the point being located.); Thence South 88 degrees 35 minutes 00 seconds West, a distance of 439.01 feet; Thence North 01 degree 25 minutes 00 seconds West, a distance of 3.21 feet; Thence South 88 degrees 35 minutes 00 seconds West, a distance of 626.31 feet more or less to a point on the Easterly bank of the Arkansas River; Thence South 17 degrees 54 minutes 04 seconds West, a distance of 415.44 feet; Thence South 22 degrees 39 minutes

46 seconds West, a distance of 501.69 feet; Thence South 16 degrees 46 minutes 32 seconds West, a distance 243.34 feet; Thence South 43 degrees 08 minutes 43 seconds West, a distance of 474.11 feet; Thence South 19 degrees 40 minutes 38 seconds West, a distance of 170.94 feet; Thence South 58 degrees 04 minutes 54 seconds West, a distance of 189.52 feet; Thence North 34 degrees 33 minutes 44 seconds West, a distance of 69.89 feet Thence North 05 degrees 44 minutes 25 seconds East, a distance of 678.95 feet more or less to the South line of the Northeast quarter of the Northwest quarter of said Section 34; Thence Westerly along said South line to a point which is 176 feet East of the Southwest corner of said Northeast quarter of the Northwest quarter of Section 34; Thence South 49 degrees 13 minutes West, a distance of 424 feet; Thence North 75 degrees 51 minutes West, a distance of 974 feet; Thence North 84 degrees 11 minutes West, a distance of 200 feet; Thence South 89 degrees 20 minutes West, a distance of 520 feet; Thence North 03 degrees 30 minutes East, a distance of 970.5 feet; Thence North 69 feet 30 minutes 30 seconds East, a distance of 296.84 feet; Thence South 0 degrees 33 minutes East, a distance of 413 feet; Thence North 63 degrees 29 minutes East; a distance of 1640.21 feet; Thence North 73 degrees 50 minutes East, a distance of 544 feet; Thence South 51 degrees 16 minutes East to the North line of said Section 34; Thence North 88 degrees 35 minutes 00 seconds East, along said North line of Section 34, a distance of 276.97 feet; Thence North 61 degrees 58 minutes 00 seconds East, a distance of 360.00 feet; Thence North 36 degrees 10 minutes 00 seconds East, a distance of 652.00 feet; Thence North 51 degrees 10 minutes 00 seconds East, a distance of 105.00 feet; Thence South 41 degrees 50 minutes 00 seconds East, a distance of 428.00 feet; Thence South 58 degrees 05 minutes 00 seconds East, a distance of 70.00 feet; Thence South 71 degrees 45 minutes 00 seconds East, a distance of 48.00 feet; Thence South 89 degrees 50 minutes 00 seconds East, a distance of 42.00 feet; Thence South 29 degrees 25 minutes 00 seconds East, a distance of 260.00 feet; Thence South 38 degrees 15 minutes 00 seconds East,

a distance of 163.13 feet; Thence South 45 degrees 34 minutes 00 seconds East, a distance of 29.03 feet; Thence South 44 degrees 56 minutes 00 seconds West, a distance of 76.98 feet; Thence South 45 degrees 04 minutes 00 seconds East, a distance of 85.00 feet, ~~more or less, to a point on the~~ Northwesterly right-of-way line of the Denver and Rio Grande Western Railroad; Thence continuing South 45 degrees 04 minutes 00 seconds East, a distance of 100 feet to a point on the Southeasterly Right-of-way line of said Denver and Rio Grande Western Railroad; Thence continuing South 45 degrees 04 minutes 00 seconds East, a distance of 110.00 feet; Thence North 44 degrees 56 minutes 00 seconds East, a distance of 86.60 feet; Thence South 36 degrees 24 minutes 04 seconds East, a distance of 209.37 feet; Thence South 38 degrees 02 minutes 22 seconds East, a distance of 193.86 feet; Thence North 89 degrees 06 minutes 42 seconds East, a distance of 245.40 feet; Thence South 88 degrees 39 minutes 06 seconds East, a distance of 297.72 feet; Thence South 63 degrees 50 minutes 16 seconds East, a distance of 106.49 feet; Thence South 89 degrees 37 minutes 39 seconds East, a distance of 279.94 feet; Thence South 85 degrees 33 minutes 02 seconds East, a distance of 496.76 feet; Thence North 40 degrees 47 minutes 38 seconds East, a distance of 816 feet; Thence North 01 degree 25 minutes 00 seconds West, a distance of 99 feet to the North line of Section 35; Thence North 88 degrees 35 minutes 00 seconds East along said North line a distance of 313.4 feet to the true point of beginning. Less 100 feet wide Right-of-way owned by the Denver and Rio Grande Western Railroad. Less approximately 75 acres under lease being described as follows: North of the Arkansas River between the Ted Donley Jr. property on the North and the Arkansas River Boundary on the South and East and West to State Honor Farm Property Line. Total net area containing 70.0 acres, more or less.