



COLORADO
Department of
Transportation

DOCUMENT SEPARATOR SHEET

REGION 5 – JUNE 2017 CONVERSION

To be placed at the beginning of each separator sheet.



r500001759

Description:

ROW Plans 11X17

Route # and Mile Points:

SH 149

Originating Office:

ROW/Survey

File Name:

C62-0149-07_ROW(.PDF)

Box Location:

28 of 38



UNITED STATES
POSTAL SERVICE®

Certificate of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.
This form may be used for domestic and international mail.

From:

Todd Johnston

96 Solor Drive CO

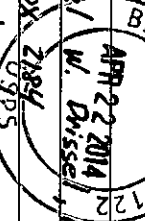
Bayfield CO 81122

To:

Michael W. Drissel, KS

P.O. Box 2184

Grand Junction, CO 81502



USPS



U.S. POSTAGE
PAID
BAYFIELD CO
81122
APR 22, 14
AMOUNT

\$1.30
00075942-02

10-649-07

=====

BAYFIELD POST OFFICE

BAYFIELD, Colorado

811229997

0723550724-0097

04/22/2014 (970)884-9618 09:00:45 AM

=====

===== Sales Receipt =====

Product	Sale Unit	Final
Description	Qty Price	Price

GRAND JUNCTION CO 81502		\$0.49
-------------------------	--	--------

Zone-3

First-Class Mail Letter

0.70 oz.

Expected Delivery: Thu 04/24/14

Issue PVI: \$0.49

Domestic	1	\$1.30	\$1.30
----------	---	--------	--------

Certificate
of Mailing

Total: \$1.79

Paid by:

Cash \$10.00

Change Due: -\$8.21

Order stamps at usps.com/shop or
call 1-800-Stamp24. Go to
usps.com/clicknship to print
shipping labels with postage. For
other information call
1-800-ASK-USPS.

Get your mail when and where you
want it with a secure Post Office
Box. Sign up for a box online at
usps.com/poboxes.

Bill#:1000301451216

Clerk:02

All sales final on stamps and postage

Refunds for guaranteed services only

Thank you for your business

HELP US SERVE YOU BETTER

Go to:

<https://postalexperience.com/Pos>

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

YOUR OPINION COUNTS

COLORADO DEPARTMENT OF TRANSPORTATION MAIL TRANSMITTAL - LOCATION/REGION

(Use other side for Headquarters & Empire Park delivery)

Deliver to the location or Region below:

- | | |
|--|--|
| <input type="checkbox"/> Aeronautics | <input type="checkbox"/> Attorney Generals Office |
| <input type="checkbox"/> Eisenhower Tunnel | <input type="checkbox"/> FHWA |
| <input type="checkbox"/> Region 1 (Aurora) | <input type="checkbox"/> TREX |
| <input type="checkbox"/> Region 2 (Pueblo) | <input type="checkbox"/> State Accounts & Control |
| <input type="checkbox"/> Region 3 (Grand Junction) | <input type="checkbox"/> State Capitol |
| <input type="checkbox"/> Region 3 (Glenwood Springs) | Please indicate office _____ |
| <input type="checkbox"/> Region 3 (Craig) | <input type="checkbox"/> State Patrol |
| <input type="checkbox"/> Region 4 (Greeley) | <input type="checkbox"/> TOC (Traffic Operations Ctr. - 700 Kipling) |
| <input type="checkbox"/> Region 5 (Alamosa) | <input type="checkbox"/> Camp George West |
| <input checked="" type="checkbox"/> Region 5 (Durango) | <input type="checkbox"/> Training Academy (Bldg 43) |
| <input type="checkbox"/> Region 6 (Denver) | <input type="checkbox"/> Maintenance and Operations (Bldg 45) |
| <input type="checkbox"/> Sign Shop | <input type="checkbox"/> Property Mgmt/Hazardous Waste (Bldg 47) |
| <input type="checkbox"/> Warehouse #9 | <input type="checkbox"/> Equipment (Bldg 83) |

- Section:**
- | |
|---|
| <input type="checkbox"/> Region Transportation Director |
| <input type="checkbox"/> Resident Engineer |
| <input type="checkbox"/> Business Office |
| <input type="checkbox"/> Coordinating |
| <input type="checkbox"/> Design |
| <input type="checkbox"/> EEO |
| <input type="checkbox"/> Engineering Section |
| <input type="checkbox"/> North |
| <input type="checkbox"/> South |
| <input type="checkbox"/> Environmental |
| <input type="checkbox"/> Maintenance |
| <input type="checkbox"/> Materials |
| <input checked="" type="checkbox"/> Right of Way |
| <input type="checkbox"/> Traffic |
| <input type="checkbox"/> Utilities |

RECEIVED

OCT 15 2004

DEPT. OF TRANSPORTATION
REGION 5

To: (name)

Shane Harris

Date

10/12/04

From: (name or location)

Jim - Alamosa

- | | | | |
|---|--|-----------------------------------|--|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Preliminary/advised set | <input type="checkbox"/> Revision | <input checked="" type="checkbox"/> For your information |
| <input type="checkbox"/> Per our conversation | <input type="checkbox"/> Per your request | <input type="checkbox"/> Proof | <input type="checkbox"/> As Constructed |
| <input type="checkbox"/> Award sets | <input type="checkbox"/> Investigate and report | <input type="checkbox"/> Other: | |

Comments:

Shane,
I wasn't sure who needed a copy of this. Let me know if I should send to anyone else. I gave a copy to Rosie in engineering.
Jim

COLORADO DEPARTMENT OF TRANSPORTATION

MAIL TRANSMITTAL - HEADQUARTERS/EMPIRE PARK

(Use other side for Region/outside location delivery, including Camp George West)

Deliver to the Headquarters/Empire Park complex address below:

- | | | |
|---|---|--|
| <input type="checkbox"/> Accounting/Projects and Grants | <input type="checkbox"/> EEO (Empire Park) | <input type="checkbox"/> Materials/Geotechnical Branch (Lab) |
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Bus. Prog. (DBE & ESB) | <input type="checkbox"/> Motor Pool/Garage |
| <input type="checkbox"/> Bid Plans (Storeroom #11) | <input type="checkbox"/> Certification | <input type="checkbox"/> Payroll |
| <input type="checkbox"/> Mail Services | <input type="checkbox"/> Environmental Services (Empire Park) | <input type="checkbox"/> Policy and Government Relations |
| <input type="checkbox"/> Printing & Visual Communications | <input type="checkbox"/> Executive Director | <input type="checkbox"/> Procurement Services |
| <input type="checkbox"/> Records Mgmt (Central Files/Forms Mgmt.) | <input type="checkbox"/> Facilities Management | <input type="checkbox"/> Project Development Branch (HO 4th floor) |
| <input type="checkbox"/> Audit (2nd floor) | <input type="checkbox"/> Financial Management & Budget | <input type="checkbox"/> Construction & Design |
| <input type="checkbox"/> Bridge, Design & Management | <input type="checkbox"/> Human Resource Management (Personnel/CHRM) | <input type="checkbox"/> ROW Services |
| <input type="checkbox"/> Business Office (4th floor) | <input type="checkbox"/> Risk Management & Wellness (Rm. 274) | <input type="checkbox"/> Public Relations Office |
| <input type="checkbox"/> Chief Engineers Office | <input type="checkbox"/> Training & Org. Development (Rm.227) | <input type="checkbox"/> Region Engineers (Empire Park, 7th floor) |
| <input type="checkbox"/> Contracts & Market Analysis | <input type="checkbox"/> ISC (Main Office-1st. floor) | <input type="checkbox"/> ITS (Empire Park) |
| <input type="checkbox"/> Agreements | <input type="checkbox"/> ISC, Chief Information Officer (Rm. 283) | <input type="checkbox"/> Safety, Traffic, (Empire Park) |
| <input type="checkbox"/> Cost Estimating | <input type="checkbox"/> ISC (Help Desk-2nd. floor) | <input type="checkbox"/> Standards & Specs (#290) |
| <input type="checkbox"/> Consultant Audits | <input type="checkbox"/> ISC (Project Engineering-3rd. floor) | <input type="checkbox"/> Transportation Commission |
| <input type="checkbox"/> Director Human Resources & Admin.(Rm. 262) | <input type="checkbox"/> Maintenance & Operations Branch (HQ/Rm. 290) | <input type="checkbox"/> Transportation Development (Empire Park) |
| | <input type="checkbox"/> OS/OW Permits/Legal Svcs | <input type="checkbox"/> Transportation Division Director |

To: (name)	Date	From: (name or location)
<input type="checkbox"/> For approval <input type="checkbox"/> Per our conversation <input type="checkbox"/> Award sets	<input type="checkbox"/> Preliminary/advertised set <input type="checkbox"/> Per your request <input type="checkbox"/> Investigate and report	<input type="checkbox"/> Revision <input type="checkbox"/> Proof <input type="checkbox"/> Other:
<input type="checkbox"/> For your information <input type="checkbox"/> As Constructed		

Comments:



61699
1 of 6

SWD

9/13/2004 9:23:07 AM

R \$31.00 D \$0.00

Mineral County, CO

SPECIAL WARRANTY DEED

THIS DEED, Made this 9th day of September, 2004, between Navajo Development, LLC, a Colorado limited liability company, of the County of Mineral, State of Colorado, Grantor and Mineral County, Colorado, a body politic, whose legal address is Mineral County Courthouse, Creede, CO 81130 of the County of Mineral, State of Colorado, Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten dollars and the equal exchange of property (\$10.00), 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 and the Grantee's successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Mineral, State of Colorado, and described as follows (headings in parenthesis are advisory only):

Tract 1

(North Tract of Airport Road)

A tract of land containing 5.34 acres, more or less, said tract located in the SW ¼ Section 6, T. 41 N., R. 1 E., N.M.P.M., Mineral County, Colorado, more particularly described by metes and bounds as follows: Beginning at a point on the re-aligned Easterly limit of the Airport Road (a.k.a. Deep Creek Road), whence the S ¼ corner of said Section 6, a 1940 GLO Brass Cap, bears N 89° 17' 27" E a distance of 474.21 feet; thence S 89° 17' 27" W, along the South line of said Section 6, a distance of 101.70 feet to a point on the Westerly limit of the Airport Road, as formerly fenced; thence N. 11° 11' 16" W, along the said Westerly limit as formerly fenced, a distance of 1125.41 feet to a point on the Northerly boundary of the Mineral County Airport, a pin and red cap, RLS 5442; thence N 11° 11' 16" W, along the projection of the said Westerly limit, as formerly fenced adjacent to the Mineral County Airport, identical to the Westerly limit of the re-aligned Airport Road, a distance of 1157.82 feet to a point on the Southeasterly right of way for Colorado State Highway No. 149; thence Northeasterly, along the said Southeasterly right of way for Colorado State Highway No. 149, a distance of 133.09 feet along the arc of a curve to the left said curve having a radius of 229.1 feet the chord of which bears N 38° 27' 26" E a distance of 131.23 feet to the point of Intersection of the Easterly limit of the re-aligned Airport Road; thence S 11° 11' 16" E, along the said Easterly limit, a distance of 2386.70 feet to the place of beginning. Provided however that the following portion of the tract herein conveyed is conveyed without warranty: Beginning at the NE corner of the Mineral County Airport; thence Westerly 18.26 feet to the Westerly boundary of the tract herein conveyed; thence Southerly along said Westerly boundary to the Southwest corner thereof; thence East along the South line of said Section 6 a distance of 1.16 feet to a point on the East line of the Mineral Court Airport; thence Northerly along the East line of the Mineral County Airport to the place of beginning. The tract herein conveyed is SUBJECT TO any and all existing easements and/or rights of way of whatsoever nature.



61699

9/13/2004 9:23:07 AM

2 of 6

SWD

R \$31.00

D \$0.00

Mineral County, CO

Tract 2

(South Tract of Airport Road)

A tract of land containing 0.11 acres, more or less, said tract located in the NW ¼ of Section 7, T. 41 N., R. 1 E., N.M.P.M., Mineral County, Colorado, more particularly described by metes and bounds as follows: Beginning at a point on the Westerly limit of the Airport Road (a.k.a. Deep Creek Road), said point being identical to Southeasterly corner of the Mineral County Airport, whence the N ¼ corner of said Section 7, a 1940 GLO Brass Cap, bears N 81° 44' 30" E a distance of 567.04 feet; thence S 11° 32' 25" E, along the existing Westerly limit of said Airport Road, a distance of 1236.73 feet to a point on the South line of the NE ¼ NW ¼ of said Section 7, a pin and red cap, RLS 5442; thence S 89° 58' 42" W, along the said South line of the NE ¼ NW ¼ Section 7, a distance of 7.75 feet to a point on the re-aligned Westerly limit of the said Airport road; thence N 11° 11' 16" W, along the re-aligned Westerly limit of the said Airport Road, a distance of 1235.21 feet to the place of beginning, and SUBJECT TO any and all existing easements and/or rights of way of whatsoever nature.

Tract 3

(North 60 feet of Navajo Residual Tract South of Airport – Extension of Emperius Drive to Airport Road)

The North sixty feet (N 60') of the following described property: A tract of land containing 21.13 acres, more or less, said tract located in the NW ¼ Section 7, T. 41 N., R. 1 E., N.M.P.M., Mineral County, Colorado, more particularly described by metes and bounds as follows: Beginning at a point on the Westerly limit of the Airport Road (a.k.a. Deep Creek Road), said point being identical to the Southeasterly corner of Mineral County Airport, whence the N ¼ corner of said Section 7, a 1940 GLO Brass Cap, bears N 81° 44' 30" E a distance of 567.04 feet; thence S 11° 11' 16" E along the re-aligned Westerly limit of the said Airport Road, a distance of 1235.21 feet; thence S 89° 58' 42" W, along the South line of the NE ¼ NW ¼ of said Section 7, a distance of 867.45 feet to the NW 1/16 corner of said Section 7, an alum. cap PLS26966; thence N 03° 24' 11" W, along the East line of Creede Haven No. 2, a distance of 1130.04 feet to the Northeast corner thereof; thence N 83° 06' 23" E, along the Southerly line of the Mineral County Airport, a distance of 699.92 feet to the place of beginning, and SUBJECT TO any and all existing easement and/or rights of way of whatsoever nature. The parties agree that this 60 foot strip is conveyed to the Grantee for use as a public road and that ten feet (10') of such 60 foot strip may be utilized by the Grantee as a public, multiuse pathway. The Grantee shall bear no expense for the construction of any such public roadway or public, multi-use pathway but, after construction of such roadway or pathway to county standards, will accept such roadway or pathway for county maintenance.



61699

9/13/2004 9:23:07 AM

3 of 6

SWD

R \$31.00

D \$0.00

Mineral County, CO

Tract 4

(Future Fee Simple Multi-use Strip to County over Fairgrounds)

A twenty-foot (20') wide strip of land running from approximately the northwest corner to approximately the southwest corner of the following described property: A tract of land containing 45.00 acres, more or less, said tract located in the SW $\frac{1}{4}$ Section 6, T. 41 N., R. 1 E., N.M.P.M., Mineral County, Colorado, more particularly described by metes and bounds as follows: Beginning at the C $\frac{1}{4}$ corner for said Section 6, a 1940 GLO Brass Cap; thence S $01^{\circ} 06' 36''$ W, along the N-S centerline of said Section 6, a distance of 2588.91 feet to the S $\frac{1}{4}$ corner of said Section 6; thence S $89^{\circ} 17' 27''$ W, along the South line of said Section 6, a distance of 474.21 feet to a point on the re-aligned Easterly limit of the Airport Road (a.k.a. Deep Creek Road); thence N $11^{\circ} 11' 16''$ W, along the said re-aligned Easterly limit of Airport Road, a distance of 2386.70 feet to a point on the Southeasterly right of way for Colorado State Highway No. 149; thence Northeasterly, along the said Southeasterly right of way, a distance of 188.67 feet along the arc of a curve to the left said curve having a radius of 229.1 feet the chord of which bears N $01^{\circ} 46' 38''$ E a distance of 183.38 feet; thence N $25^{\circ} 24' 29''$ W, along the said right of way for Colorado State Highway No. 149, a distance of 93.37 feet to a point on the E-W centerline of said Section 6; thence S $89^{\circ} 11' 09''$ E, along the said E-W centerline, a distance of 1033.25 feet to the place of beginning. By contemporaneous deed from the Grantor herein to the Mineral County Fairgrounds Association, Inc., such Association is required to and shall fix the exact location of the 20 foot wide strip herein conveyed, the Grantee herein shall cause the 20 foot wide strip to be center-line surveyed and such Association shall execute a warranty deed to the Grantee herein conveying the 20 foot wide strip as surveyed, all of which shall occur on or before the 1st day of January, 2007.

Tract 5

(Fee Simple Acceleration/Deceleration Lanes and Multi-use Strip to County on South Side of Colorado State Highway 149 West of Airport Road)

The north forty-five feet (45') of the east three hundred feet (300') and the north twenty feet (20') of the west 952.97 feet (which parcels are contiguous with and parallel to the south boundary of the right of way for Colorado State Highway 149) of the following described property: A tract of land containing 54.40 acres, more or less, said tract located in the SW $\frac{1}{4}$ Section 6, T. 41 N., R. 1 E., N.M.P.M., Mineral County, Colorado, more particularly described by metes and bounds as follows: Beginning at the point of intersection of the West line of said SW $\frac{1}{4}$ Section 6 with the Northerly line of the Mineral County Airport, whence the SW corner of said Section 6, a 1940 GLO Brass Cap, bears S $01^{\circ} 05' 44''$ W a distance of 201.88 feet; thence N $01^{\circ} 05' 44''$ E, along the West line of the said SW $\frac{1}{4}$ Section 6, a distance of 400.11 to the Southwest corner of that certain parcel of land described in the Correction Special Warranty Deed to correct that legal description filed in the records of Mineral County under Reception No. 57009; thence the following two (2) courses to follow the south and east boundary of said parcel; thence N $83^{\circ} 26' 41''$ E a distance of 365.00 feet; thence N $01^{\circ} 04' 00''$ E a distance of 1553.44 feet to the



61699

9/13/2004 9:23:07 AM

4 of 6

SWD

R \$31.00

D \$0.00

Mineral County, CO

Northeast corner thereof, said point being a point on the Southerly right of way of Colorado State Highway No. 149; thence the following five (5) courses to follow the said Southerly right of way; thence Northeasterly a distance of 389.91 feet along the arc of a curve to the left said curve having a radius of 1005.0 feet the chord of which bears N 88° 41' 59" E a distance of 387.47 feet; thence Northeasterly a distance of 236.18 feet along the arc of a curve to the right said curve having a radius of 666.2 feet the chord of which bears N 87° 44' 28" E a distance of 234.94 feet; thence S 82° 06' 12" E a distance of 115.00 feet; thence Northeasterly a distance of 441.36 feet along the arc of a curve to the left said curve having a radius of 1005.0 feet the chord of which bears N 85° 18' 55" E a distance of 437.82; thence Northeasterly a distance of 70.52 feet along the arc of a curve to the left said curve having a radius of 229.1 feet the chord of which bears N 63° 55' 01" E a distance of 70.24 feet to the point of intersection of the said Southerly right of way with the re-aligned Westerly limit of Airport Road (a.k.a. Deep Creek Road); thence S 11° 11' 16" E, along the re-aligned Westerly limit of Airport Road, a distance of 1157.82 feet to a point on the Northerly boundary of the Mineral County Airport; thence following the Northerly boundary of the Mineral County Airport for the following three (3) courses; thence S 79° 41' 03" W a distance of 681.74 feet; thence S 10° 19' 24" E a distance of 658.23 feet; thence S 83° 05' 32" W a distance of 1316.10 feet to the place of beginning.

Tract 6

**(Fee Simple Multi-use Strip to County on South Side of Colorado State Highway 149,
a westerly extension of the 20' strip described in Tract 5 above)**

A twenty foot (20') wide strip of land in the SW ¼ of Section 6, Twp. 41 N, Rg. 1 E and the S ½ of Section 1, Township 41 N, Rg. 1 W, N.M.P.M., on the south side of, contiguous with and parallel to the south boundary of the right of way for Colorado State Highway 149, extending westerly from the west terminus of the twenty foot (20') wide strip described in Tract 5 above and continuing westerly along the south side of the right of way for Colorado State Highway 149 a distance of 3,173.03 feet, more or less, to a point approximately 241 feet West of the N-S centerline of said Section 1.

Tract 7

**(Fee Simple Acceleration/Deceleration Lanes to County on North Side of
Colorado State Highway 149 West and North of Airport Road)**

A strip of land twenty-five foot (25') wide and six hundred foot (600') long contiguous and parallel to Colorado State Highway 149, beginning at the NE corner of the strip herein described, which point is the intersection of the E-W centerline of Section 6, T. 41 N., R. 1 E., N.M.P.M. with the Northwestern Right of Way line for said State Highway; thence Southerly and Westerly along the said Northwestern Right of Way line a distance of 600 feet to the point of terminus. Provided however that, in the event that the Colorado Department of Highways has not constructed additional lanes of travel along the north and west sides of Colorado State Highway 149, either for acceleration/deceleration lanes or for re-alignment of Colorado State Highway 149 and has not incorporated such 25 foot strip into its right of way for such Highway 149 by deed



61699

9/13/2004 9:23:07 AM

5 of 6

SWD

R \$31.00

D \$0.00

Mineral County, CO

from the Grantee herein recorded on or before the first day of January, 2030, title to the foregoing strip shall revert to the Grantor herein or its successors or assigns. Grantor hereby states that it believes that the provisions of C.R.S. §§ 38-30-157 through 38-30-164 inclusive are not applicable to this possibility of reverter. However, should they apply, Grantor states that its intention is to create a new possibility of reverter.

Tract 8

(Quit Claim for Acceleration/Deceleration Lane to County on South and East Side of Colorado State Highway 149, East and North of Airport Road)

A twenty-five foot (25') wide and three hundred foot (300') long strip of land in the W ½ of Section 6, Twp. 41 N, Rg. 1 E, N.M.P.M. on the south and east sides of, contiguous with and parallel to the south and east sides of the right of way for Colorado State Highway 149, the western terminus of which 300 foot strip being the east boundary of the re-aligned Airport Road (aka Deep Creek Road) as described in Tract 1 above. This strip is conveyed to the Grantee without warranty. Provided however that, in the event that the Colorado Department of Highways has not constructed additional lanes of travel along the south and east sides of Colorado State Highway 149, either for acceleration/deceleration lanes or for re-alignment of Colorado State Highway 149 and has not incorporated such 25 foot strip into its right of way for such Highway 149 by deed from the Grantee herein, recorded on or before the first day of January, 2030, title, if any, to the foregoing strip shall revert to the Grantor herein or its successors or assigns. Grantor hereby states that it believes that the provisions of C.R.S. §§ 38-30-157 through 38-30-164 inclusive are not applicable to this possibility of reverter. However, should they apply, Grantor states that its intention is to create a new possibility of reverter.

Also known by street and number as: Hwy 149 and Airport Road, Mineral County, Colorado.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, 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 and the Grantee's successors and assigns forever. And the Grantor does covenant, grant, bargain, and agree to and with the Grantee and the Grantee's successors and assigns, that at the time of the ensealing and delivery of these presents, the Grantor is well seized of indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature soever, except: Grantor shall pay all real property taxes for the property herein conveyed to the date of recording of this deed; easements and rights of way for roads, ditches and utilities; reservations



61699

9/13/2004 9:23:07 AM

6 of 6

SWD

R \$31.00

D \$0.00

Mineral County, CO

in patents; mineral reservations in patents and deeds; county land use laws, rules, regulations and ordinances; the exceptions to warranties noted in Tract 1 and Tract 8.

Except as noted in the exceptions in Tract 1 and Tract 8, the Grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns forever, against all and every person or persons lawfully claiming the whole or any part thereof by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Navajo Development, LLC
A Colorado limited liability company

By: John H. Parker II
its managing member

STATE OF COLORADO)
) ss.
COUNTY OF Rio Grande

The foregoing instrument was acknowledged before me this 9th day of September, 2004, by John H. Parker II, as the Managing Member of Navajo Development, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires 7/19/07

NOTARY
SEAL



Bernadette Myers
Notary Public

580 Columbia Ave, Del Norte, CO
Notary Address

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Region 5 – Right-of-Way/Survey Unit
3803 N. Main Ave. Suite 300
Durango, Colorado 81301
(970) 385-1419
FAX (970) 385-1410



April 21, 2014

Michael W. Drissel, PLS
Board of Licensure for Architects, Professional Engineers & Professional Land Surveyors
P.O. Box 2184
Grand Junction, CO 81502

Subject: Monument Record for Corner No. 1 of Mineral Survey 961

Dear Mr. Drissel,

I have received your letter in reference to a monument record I completed for Corner No. 1 of Mineral Survey 961 in San Miguel County. The date of "July 27, 2011" shown next to "Date Monument was used as a Control corner:" is incorrect. The date should be "November 4, 2013". This monument record was drafted from a recycled CAD file that had "July 27, 2011" as a place holder. Unfortunately, I did not notice that the date was not revised when I sealed and signed the document.

With this correspondence, I have included a revised monument record with the correct date next to "Date Monument was used as a Control corner:" The date on this monument record is within the statutory six month submission period. This monument record was part of a group of monument records submitted at the same time for the same project. The right-of-way plans that reference those monuments were deposited in San Miguel County on January 14, 2014 under Page 768-772 (File number 646) of the *County Surveyor's Land Survey Plats/Right-of-Way Surveys*.

I apologize for any inconvenience my omission has caused you. If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Thank you,

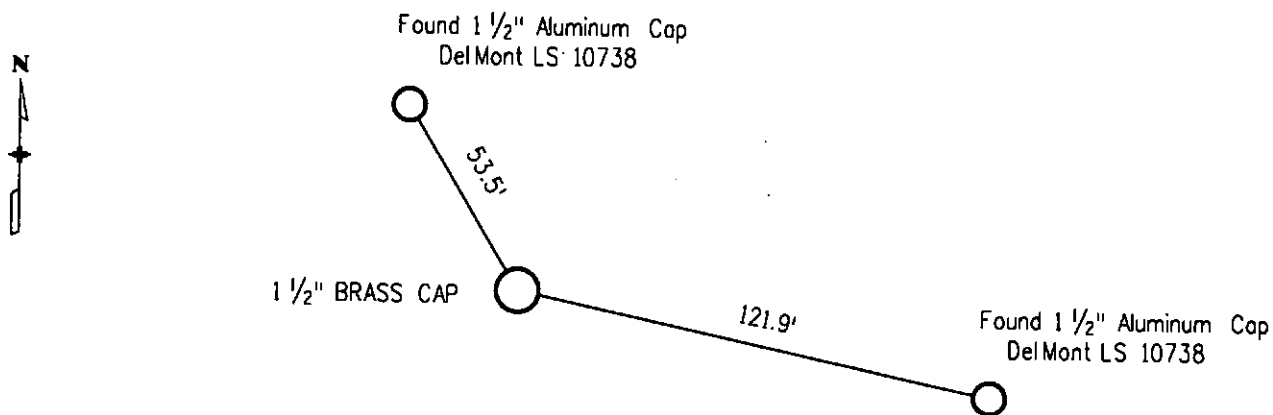
Todd C. Johnston, PLS
Colorado Department of Transportation
Professional Land Surveyor II
Right-of-Way Plans/Survey Coordinator
(970) 385-1419

COLORADO LAND SURVEY MONUMENT RECORD

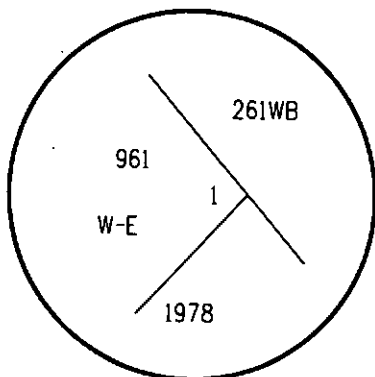
Department of Regulatory Agencies
Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors
1560 Broadway, Suite 1350
Denver, CO 80202
Phone (303) 894-7800; Fax (303) 894-2310; EMAIL aes@dora.state.co.us; V/TDD 711

Report one monument only on this form - Reproduction of this form is authorized.
All items are to be filled in by the Land Surveyor using **PERMANENT BLACK LETTERING** and lines which can be reproduced.

1. TYPE OF MONUMENT: ☐ SECTION CORNER ☐ QUARTER CORNER ☐ SIXTEENTH CORNER ☒ MINERAL SURVEY CORNER
2. DESCRIPTION AND DATE OF MONUMENT FOUND:
BUREAU OF LAND MANAGEMENT
1 1/2" BRASS CAP on 1/2" ROD in MOUND OF STONES as per BLM Dependent Resurvey Completed April 21, 1983
3. DESCRIPTION OF MONUMENT SET BY YOU TO PERPETUATE THE LOCATION OF THIS POINT:
4. SKETCH SHOWING RELATIVE LOCATION OF MONUMENT, ACCESSORIES AND REFERENCE POINTS STATING WHETHER FOUND OR SET, SHOW SUPPORTING AND/OR CONTRADICTORY EVIDENCE WHERE APPLICABLE:



Not to scale



Stamping on Cap

- a. Date of field Work to Establish, Restore or Rehabilitate Monument: _____
- b. Date Monument was used as a Control corner: November 4, 2013

(Surveyor, do not fill in)

RECEIVED AT OFFICE OF THE COUNTY CLERK
_____ COUNTY

BY: _____

DATE: _____

Record to be filed numerically by Index Reference Number, then alphabetically by letter in the index reference number, then under appropriate Township, Range, and Meridian.

5. CERTIFICATION

This is to certify that I was in responsible charge of the surveying work described in this record and that to the best of my knowledge the information presented herein is true and correct.

Name (Please Print): Todd C. Johnston, PLS 37932

Firm Name: Colorado Dept. of Transportation

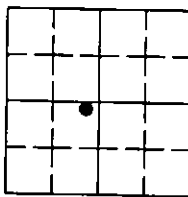
Firm Address: 3803 N. Main Ave. Suite 300

Durango, CO 81301

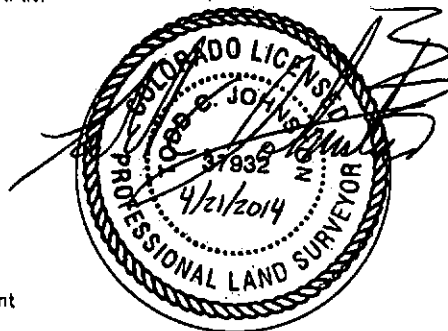
Phone: 970-385-1400

6. LOCATION DIAGRAM

1" = 1 Mile



● = Location of Monument



7. SEC 34 T 44N R 11W N.M. P.M.
COUNTY San Miguel INDEX REF NO. 14.7 B.8

**8. SEC _____ T _____ R _____ P.M.
COUNTY _____ INDEX REF NUMBER _____

** To be used only for monuments located on county lines



Dora
Department of Regulatory Agencies

Rev.02/01/2011



Dora
Department of Regulatory Agencies

**Division of Professions
and Occupations**
Lauren Larson
Division Director

**Board of Licensure for Architects
Professional Engineers &
Professional Land Surveyors**
Joyce J. Young
Program Director

John W. Hickenlooper
Governor

Barbara J. Kelley
Executive
Director

March 26, 2014

Todd C. Johnston
Colorado Dept. of Transp.
3803 N. Main Ave. – Suite 300
Durango, CO 81301

RECEIVED BY
MAR 31 2014
PROGRAM ENG.

RE: OVERDUE/ MONUMENT RECORDS RECEIVED

Dear Professional Surveyor:

We received monument records from you, copies of which are attached, that are overdue pursuant to C.R.S. 38-53-104 (2):

Monument records shall be filed within six months of the date on which the monument was used as control or was established, restored, or rehabilitated.

The Board requests that you respond in writing to this notice as to the reason that these monument records are overdue. **Please submit your response postmarked no later than APRIL 26, 2014 to:**

Michael W. Drissel, PLS
P.O. Box 2184
Grand Junction, CO 81502

In addition, the Board requests that you take this opportunity to review all of your project files within 30 days to determine if you have any other overdue monument records that should be filed. This affords you a 30 day grace period to encourage your compliance with the statute.

Any additional overdue monument records received after 30 days from the date of this letter may be forwarded to the Board for possible disciplinary action. **PLEASE RETURN A COPY OF THIS LETTER WITH YOUR RESPONSE.**

Sincerely,

Michael W. Drissel PLS
Enclosure-Sec. 34-T44N-R11W-B.8/14.7
Copy to file
Rev. 4-03

1560 Broadway, Suite 1350
Fax 303.894.2310

Denver, Colorado 80202
www.dora.colorado.gov

Phone 303.894.7800
V/TDD 711



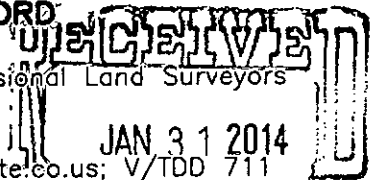
Date-

Ref. #

revised

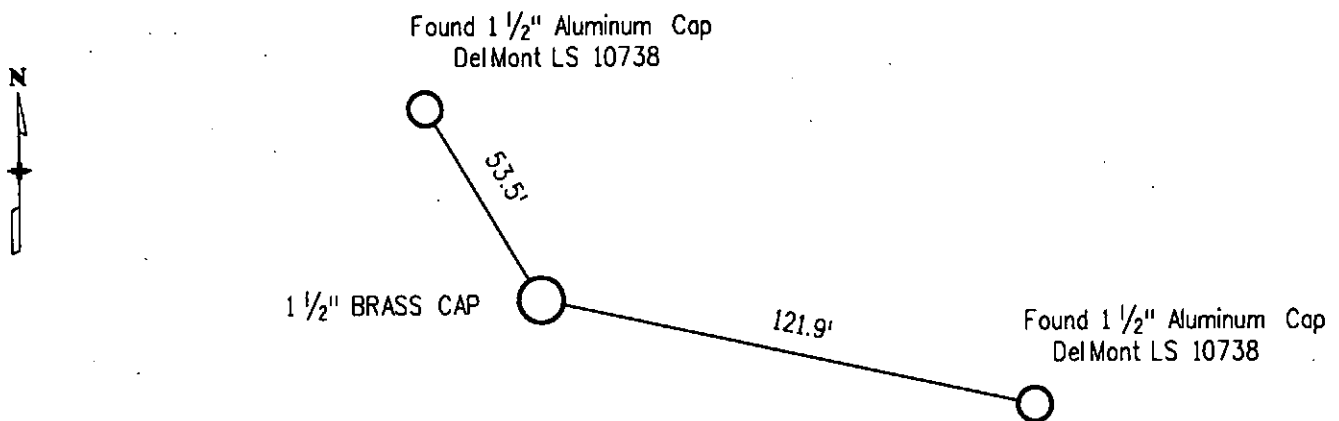
COLORADO LAND SURVEY MONUMENT RECORD

Department of Regulatory Agencies
Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors
1560 Broadway, Suite 1350
Denver, CO 80202
Phone (303) 894-7800; Fax (303) 894-2310; EMAIL aes@dora.state.co.us; V/TDD 711

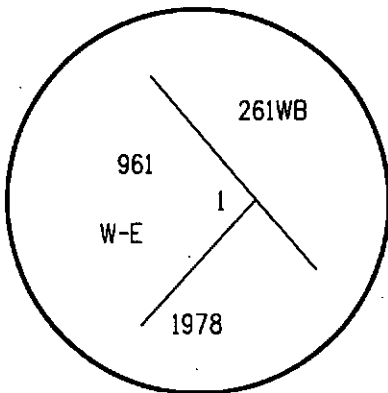


Report one monument only on this form - Reproduction of this form is authorized by the Board of Lic. for AES
All items are to be filled in by the Land Surveyor using **PERMANENT BLACK LETTERING** and lines which can be reproduced.

1. TYPE OF MONUMENT: ☐ SECTION CORNER ☐ QUARTER CORNER ☐ SIXTEENTH CORNER ☒ MINERAL SURVEY CORNER
2. DESCRIPTION AND DATE OF MONUMENT FOUND:
BUREAU OF LAND MANAGEMENT
1 1/2" BRASS CAP on 1/2" ROD in MOUND OF STONES as per BLM Dependent Resurvey Completed April 21, 1983
3. DESCRIPTION OF MONUMENT SET BY YOU TO PERPETUATE THE LOCATION OF THIS POINT:
4. SKETCH SHOWING RELATIVE LOCATION OF MONUMENT, ACCESSORIES AND REFERENCE POINTS STATING WHETHER FOUND OR SET, SHOW SUPPORTING AND/OR CONTRADICTIONARY EVIDENCE WHERE APPLICABLE:



Not to scale



Stamping on Cap

- a. Date of field Work to Establish, Restore or Rehabilitate Monument: _____
- b. Date Monument was used as a Control corner: July 27, 2011

(Surveyor, do not fill in)

RECEIVED AT OFFICE OF THE COUNTY CLERK
_____ COUNTY

BY: _____

DATE: _____

Record to be filed numerically by Index Reference Number, then alphabetically by letter in the index reference number, then under appropriate Township, Range, and Meridian.

5. CERTIFICATION

This is to certify that I was in responsible charge of the surveying work described in this record and that to the best of my knowledge the information presented herein is true and correct.

Name (Please Print): Todd C. Johnston, PLS 37932

Firm Name: Colorado Dept. of Transportation

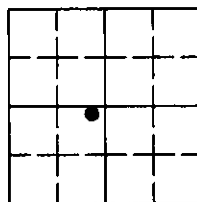
Firm Address: 3803 N. Main Ave. Suite 300

Durango, CO 81301

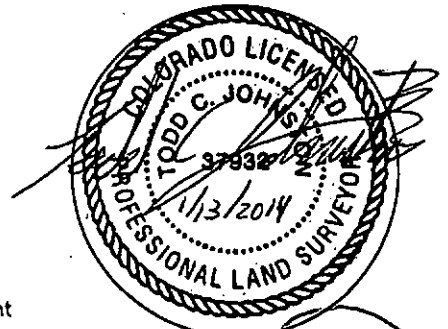
Phone: 970-385-1400

6. LOCATION DIAGRAM

1" = 1 Mile



● = Location of Monument



Signature/Date through Seal

7. SEC 34 T 44N R 11W P.M.
COUNTY San Miguel INDEX REF NO. B.8 14.7

**8. SEC _____ T _____ R _____ P.M.
COUNTY _____ INDEX REF NUMBER _____

** To be used only for monuments located on county lines



Dora
Department of Regulatory Agencies

Rev.02/01/2011

"From the Desk of Doug Bennett"

RANDY

06/21/99

I couldn't find anything else on this project. There are no "old" projects in this area, either.

Doug

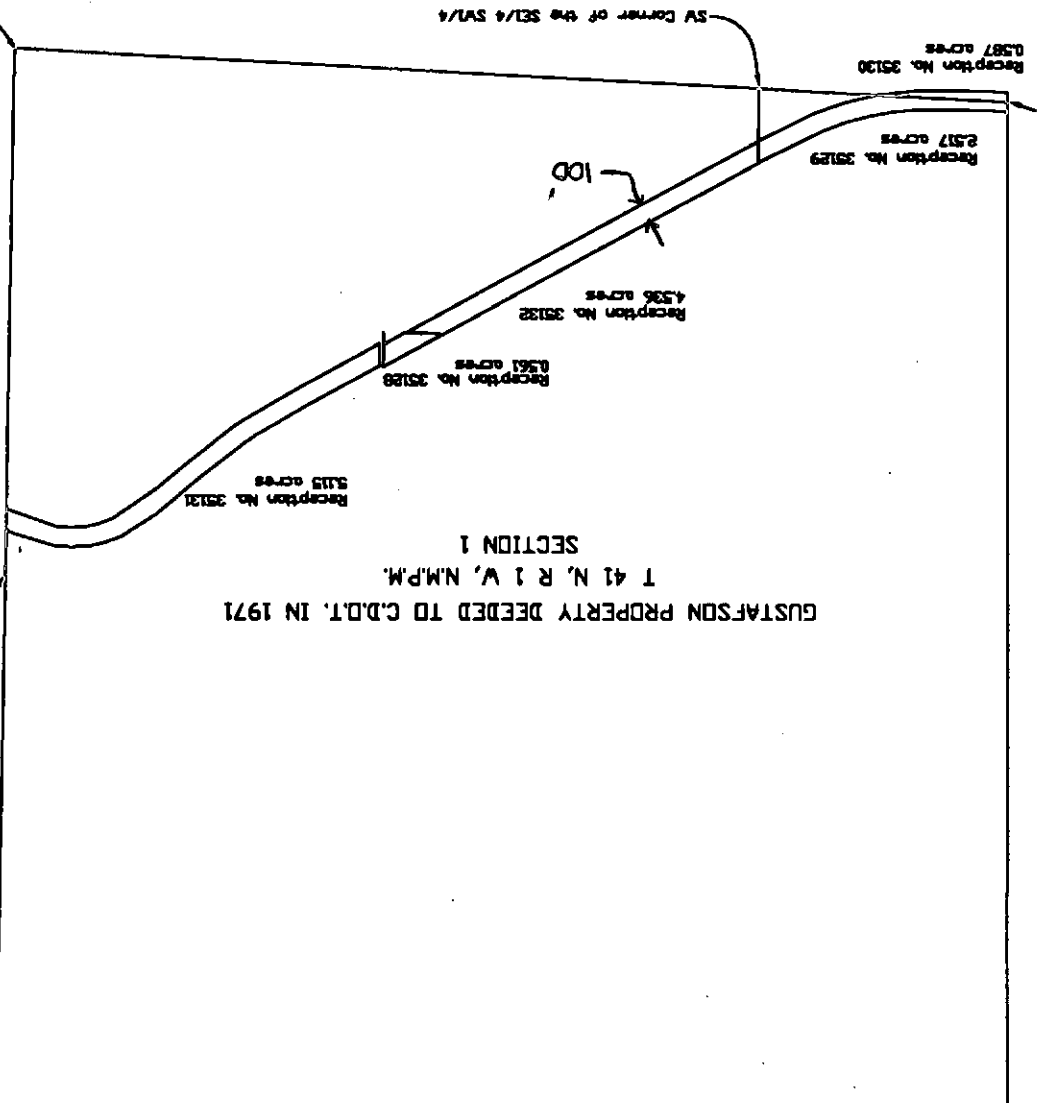
C 62-0149-07

Graphical section lines only.
No information found for true
distances and bearings of
Section 1.

East 1/4 Corner

SE corner Sec. 1

GUSTAFSSON PROPERTY DECEDED TO C.D.T. IN 1971
T 41 N. R 1 W, N.M.P.M.
SECTION 1



062-0149-07

Recorded at 9:00 o'clock A.M. May 5th 1961

Reception No. 35128

Chloe Rogers Recorder

Know All Men By These Presents

That I, or We,

WILLIAM A. GUSTAFSON

STASIE H. GUSTAFSON

the Grantor or Grantors,

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

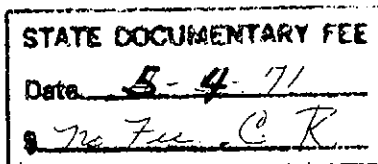
The Department of Highways, State of Colorado,

Grantee, its successors and assigns forever, the following real property situate in the ~~xxx~~ County of Mineral
and State of Colorado, to-wit: being more or less in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1, T. 41 N,
R. 1 W. of NMPM, and being more particularly described as follows:

Beginning at a point of intersection of the Southerly ROW Line of SH #149
and the East Line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1, from which point the SE Corner of the
SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 1, T 41 N, R 1 W of NMPM bears S 0° 37' W, a distance of 66.3 feet.

- (1) Thence S 61° 51' W, a distance of 131.4 feet, to a point on the South
line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1;
- (2) Thence N 87° 51' W, along said South line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1,
a distance of 198.2 feet;
- (3) Thence N 61° 51' E, a distance of 357.4 feet, to a point on the East line
of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1;
- (4) Thence S 0° 37' W, along said East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1,
a distance of 114.1 feet, more or less, to the point of beginning.

The above described tract or parcel of land contains 0.561 acres, more or less.



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

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

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Grantee and its successors and assigns forever. And the said Grantor or Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said Grantee and its successors and assigns, that at the time of the execution and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in Fee Simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; that the same are free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, by, through or under the Grantor or Grantors, that the said Grantor or Grantors will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the said Grantee, and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said Grantor or Grantors.

IN WITNESS WHEREOF, the said Grantor or Grantors have hereunto set their hands this 3rd day of May, A.D., 1971.

Signed in the presence of: William A. Gustafson
Stasie H. Gustafson

STATE OF Colorado
and County of Mineral } ss.

The foregoing instrument was acknowledged before me this 3rd day of May, 1971, by William A. Gustafson and Stasie H. Gustafson

WITNESS my hand and Official Seal
My Commission expires April 14, 1973
C. Elmer Rogers
Notary Public

STATE OF _____
and County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

WITNESS my hand and Official Seal,
My Commission Expires: _____

Notary Public

No. 35128	
PROJECT	
LOCATION	
PARCEL	
<div>SPECIAL Warranty Deed</div> <div>FROM William A. Gustafson and Stasie H. Gustafson</div> <div>TO The Department of Highways State of Colorado</div>	
STATE OF COLORADO } ss. and County of <u>Mineral</u>	
I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in my office on the <u>5th</u> day of <u>May</u> , A.D., 19 <u>71</u> at the hour of <u>9:00</u> AM., and was thereafter by me duly recorded in Book <u>110-0</u> , Page <u>198</u> of the records of my office <u>199</u> <u>C. Elmer Rogers</u> Clerk and Recorder Deputy	
AFTER RECORDING PLEASE MAIL TO: The Department of Highways of the State of Colorado Highway Office Building 4201 East Arkansas Avenue Denver, 22, Colorado ATTENTION: Right of Way Section	

Recorded at 9:10 o'clock A.M. May 5th 1971

Reception No. 35129

Recorder

Know All Men By These Presents

That I, or We,

WILLIAM A. GUSTAFSON

STASIE H. GUSTAFSON

the Grantor or Grantors,

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

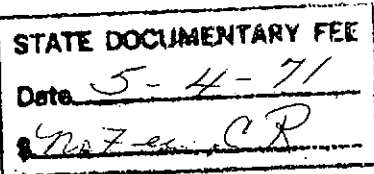
The Department of Highways, State of Colorado,

Grantee, its successors and assigns forever, the following real property situate in the ~~xxx~~ County of Mineral
and State of Colorado, to-wit: being more or less in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1, T 41 N, R 1 W of
NMPM, and being more particularly described as follows:

Beginning at the Southwest corner of Sec. 1, T 41 N, R 1 W of NMPM, which is
also the centerline of SH #149:

- (1) Thence N 0° 04' E, along the West Line of Sec. 1, a distance of 50.1 feet;
- (2) Thence S 86° 59' E, a distance of 115.6 feet;
- (3) Thence S 89° 00' 30" E, a distance of 344.5 feet;
- (4) Thence along the arc of a curve to the left, having a radius of 1587.02 feet,
a distance of 524.0 feet (the chord of which arc bears N 77° 26' E, a dis-
tance of 521.6 feet);
- (5) Thence N 63° 52' 30" E, a distance of 344.5 feet;
- (6) Thence N 61° 51' E, a distance of 27.2 feet, to a point on the East Line of
the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1;
- (7) Thence S 0° 16' 30" W, along the said East Line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1,
a distance of 112.6 feet;
- (8) Thence S 63° 54' 30" W, a distance of 328.8 feet;
- (9) Thence along the arc of a curve to the right, having a radius of 1687.02
feet, a distance of 338.7 feet (the chord of which arc bears S 73° 43' 30" W),
a distance of 338.1 feet, to a point on the South Line of Sec. 1;
- (10) Thence N 86° 59' W, along the said South Line of Sec. 1, a distance of 682.9
feet, more or less, to the point of beginning.

The above described tract or parcel of land contains 2.517 acres, more or less.



Reserving unto the grantors all coal, oil, gas and other hydrocarbons, and all clay
and other valuable minerals in and under said premises; provided, however, and the grantors
hereby covenant and agree that the grantee shall forever have the right to take and use,
without payment of further compensation to the grantors, any and all sand, gravel, earth,
rock, and other road building materials found in or upon said Parcel No. 4.

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

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Grantee and its successors and assigns forever. And the said Grantor or Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said Grantee and its successors and assigns, that at the time of the execution and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in Fee Simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; that the same are free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, by, through or under the Grantor or Grantors; that the said Grantor or Grantors will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the said Grantee, and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said Grantor or Grantors.

IN WITNESS WHEREOF, the said Grantor or Grantors have hereunto set their hands this 3rd day of May, A.D., 1971.

Signed in the presence of:

William A. Gustafson

Stasie H. Gustafson

STATE OF Colorado }
and County of Mineral } ss.

The foregoing instrument was acknowledged before me this 3rd day of May, 1971, by William A. Gustafson and Stasie H. Gustafson

WITNESS my hand and Official Seal,

My Commission Expires April 14, 1973

C. Elmer Rogers
Notary Public

STATE OF _____ }
and County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

WITNESS my hand and Official Seal,

My Commission Expires: _____

Notary Public

<u>No. 35129</u>		
PROJECT		
LOCATION		
PARCEL		
SPECIAL Warranty Deed		
FROM		
<u>William A. Gustafson</u>		
and <u>Stasie H. Gustafson</u>		
TO		
<u>The Department of Highways</u>		
<u>State of Colorado</u>		
STATE OF COLORADO	} ss.	
_____ and County of <u>Mineral</u>		
I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in my office on the <u>5th</u> day of <u>May</u> , A.D., 19 <u>71</u> at the hour of <u>9:10</u> A.M., and was thereafter by me duly recorded in Book <u>110-Q</u> , Page <u>204</u> of the records of my office.		
<u>C. Elmer Rogers</u> Clerk and Recorder		
Deputy		
AFTER RECORDING PLEASE MAIL TO:		
The Department of Highways of the State of Colorado Highway Office Building 4201 East Arkansas Avenue Denver, 22, Colorado		
ATTENTION: Right of Way Section		

Recorded at 9:15 o'clock A.M. May 5th 1971
Reception No. 35130 *C. H. Rogers* Recorder

Know All Men By These Presents

That I, or We,

WILLIAM A. GUSTAFSON

STASIE H. GUSTAFSON

the Grantor or Grantors,

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

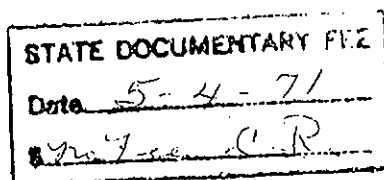
The Department of Highways, State of Colorado,

Grantee, its successors and assigns forever, the following real property situate in the ~~xxxx~~ County of Mineral and State of Colorado, to-wit: being, more or less, in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 12, T 41 N, R 1 W of NMPM, and being more particularly described as follows:

Beginning at the NW Corner of Sec. 12, T 41 N, R 1 W of NMPM, which is also the centerline of SH #149;

- (1) Thence S 86° 59' E, along the North Line of Sec. 12, a distance of 682.9 feet;
- (2) Thence along the arc of a curve to the right, having a radius of 1687.02 feet, a distance of 218.3 feet (the chord of which arc bears S 83° 11' W a distance of 218.2 feet);
- (3) Thence N 89° 02' 30" W, a distance of 355.2 feet;
- (4) Thence N 86° 59' W, a distance of 110.4 feet, to a point on the West Line of Sec. 12;
- (5) Thence N 0° 04' E, along the said West Line of Sec. 12, a distance of 50.1 feet, more or less, to the point of beginning.

The above described tract or parcel of land contains 0.587 acres, more or less.



Reserving unto the grantors all coal, oil, gas and other hydrocarbons, and all clay and other valuable minerals in and under said premises; provided, however, and the grantors hereby covenant and agree that the grantee shall forever have the right to take and use, without payment of further compensation to the grantors, any and all sand, gravel, earth, rock, and other road building materials found in or upon said Parcel No. 5.

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

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Grantee and its successors and assigns forever. And the said Grantor or Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said Grantee and its successors and assigns, that at the time of the execution and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in Fee Simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; that the same are free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, by, through or under the Grantor or Grantors; that the said Grantor or Grantors will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the said Grantee, and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said Grantor or Grantors.

IN WITNESS WHEREOF, the said Grantor or Grantors have hereunto set their hands this 3rd day of

May, A.D., 19 71

Signed in the presence of:

William A. Gustafson

Stasie H. Gustafson

STATE OF Colorado }
and County of Mineral } ss.

The foregoing instrument was acknowledged before me this 3rd day of May, 1971,
by William A. Gustafson and
Stasie H. Gustafson

WITNESS my hand and Official Seal,

My Commission Expires: My Commission expires April 14, 1973

E. Mae Rogers
Notary Public

STATE OF _____ }
and County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____

WITNESS my hand and Official Seal,

My Commission Expires: _____

Notary Public

No. 35130		
PROJECT	LOCATION	PARCEL
SPECIAL Warranty Deed		
FROM William A. Gustafson and Stasie H. Gustafson		
TO The Department of Highways State of Colorado		
STATE OF COLORADO } and County of <u>Mineral</u> } ss.		
I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in my office on the <u>5th</u> day of <u>May</u> , A.D., 19 <u>71</u> at the hour of <u>9:15</u> AM, and was thereafter by me duly recorded in Book <u>110-0</u> , Page <u>202</u> of the records of my office. <u>203</u>		
<u>E. Mae Rogers</u> Clerk and Recorder		
Deputy		
AFTER RECORDING PLEASE MAIL TO: The Department of Highways of the State of Colorado Highway Office Building 4201 East Arkansas Avenue Denver, 22, Colorado		
ATTENTION: Right of Way Section		

Recorded at 9:20 o'clock A.M. May 5th 1971

Reception No. 35131

Charles Rogers Recorder

Know All Men By These Presents

That I, or We,

WILLIAM A. GUSTAFSON

STASIE A. GUSTAFSON

the Grantor or Grantors,

of the ~~xxx~~ County of Mineral, and State of Colorado

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

The Department of Highways, State of Colorado,

Grantee, its successors and assigns forever, the following real property situate in the ~~xxx~~ County of Mineral and State of Colorado, to-wit: being more or less in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 1, T 41 N, R 1 W of NMPM, and being more particularly described as follows:

Beginning at a point of intersection of the Northerly ROW Line for SH #149 and the East Line of Sec. 1, from which point the E $\frac{1}{4}$ Corner of Sec. 1, T 41 N, R 1 W of NMPM bears N 1° 04' E, a distance of 228.8 feet;

- (1) Thence S 1° 04' W, along the East Line of Sec. 1, a distance of 109.1 feet;
- (2) Thence N. 71° 12' W, a distance of 277.2 feet;
- (3) Thence along the arc of a curve to the left, having a radius of 522.96 feet, a distance of 301.2 feet (the chord of which arc bears S 82° 11' W, a distance of 297.1 feet);
- (4) Thence S 55° 34' W, a distance of 286.1 feet;
- (5) Thence S 50° 41' W, a distance of 198.8 feet;
- (6) Thence S 52° 11' 30" W, a distance of 303.8 feet;
- (7) Thence along the arc of a curve to the right, having a radius of 1959.86 feet, a distance of 74.1 feet (the chord of which arc bears S 56° 16' W, a distance of 74.1 feet);
- (8) Thence S 60° 20' 30" W, a distance of 303.8 feet;
- (9) Thence S 61° 51' W, a distance of 500.9 feet, to a point on the West Line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 1;
- (10) Thence N 0° 37' E, along said West Line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 1, a distance of 114.1 feet;
- (11) Thence N 61° 51' E, a distance of 446.0 feet;
- (12) Thence N 60° 21' 30" E, a distance of 296.0 feet;
- (13) Thence along the arc of a curve to the left, having a radius of 1859.86 feet, a distance of 70.3 feet (the chord of which arc bears N 56° 16' E, a distance of 70.3 feet);
- (14) Thence N 52° 10' 30" E, a distance of 296.0 feet;
- (15) Thence N 50° 41' E, a distance of 298.8 feet;
- (16) Thence N 58° 10' 45" E, a distance of 212.7 feet;
- (17) Thence along the arc of a curve to the right, having a radius of 622.96 feet, a distance of 358.8 feet (the chord of which arc bears N 82° 11' E, a distance of 353.9 feet);
- (18) Thence S 73° 48' 45" E, a distance of 212.7 feet;
- (19) Thence S 66° 19' E, a distance of 49.2 feet, more or less, to the point of beginning.

The above described tract or parcel of land contains 5.115 acres, more or less

Reserving unto the grantors all coal, oil, gas and other hydrocarbons, and all clay and other valuable minerals in and under said premises; provided, however, and the grantors hereby covenant and agree that the grantee shall forever have the right to take and use, without payment of further compensation to the grantor, any and all sand, gravel, earth, rock, and other road building materials found in or upon said Parcel No. 1.

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

STATE DOCUMENTARY FEE

Date 5-4-71

Wm F. C. R.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Grantee and its successors and assigns forever. And the said Grantor or Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said Grantee and its successors and assigns, that at the time of the execution and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in Fee Simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; that the same are free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, by, through or under the Grantor or Grantors; that the said Grantor or Grantors will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the said Grantee, and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said Grantor or Grantors.

IN WITNESS WHEREOF, the said Grantor or Grantors have hereunto set their hands this 3rd day of

May, A.D., 1971

Signed in the presence of:

William A. Gustafson

Stasie H. Gustafson

STATE OF

Colorado

and County of

Mineral } ss.

The foregoing instrument was acknowledged before me this 3rd day of

May, 1971

by

William A. Gustafson and

Stasie H. Gustafson

WITNESS my hand and Official Seal,

My Commission Expires: My Commission expires April 14, 1973

C. Elmer Rogers
Notary Public

STATE OF

and County of

} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

by _____

WITNESS my hand and Official Seal,

My Commission Expires: _____

Notary Public

72-35131

SPECIAL

Warranty Deed

FROM

William A. Gustafson and

Stasie H. Gustafson

TO

The Department of Highways
State of Colorado

STATE OF COLORADO

and County of Mineral } ss.

I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in my office on the 5th day of May, A.D., 1971 at the hour of 9:20 AM., and was thereafter by me duly recorded in Book 110-0, Page 204 of the records of my office.

C. Elmer Rogers
Clerk and Recorder

Deputy

AFTER RECORDING PLEASE MAIL TO:

The Department of Highways of the State of Colorado
Highway Office Building
4201 East Arkansas Avenue
Denver, 22, Colorado

ATTENTION: Right of Way Section

W. J. [Signature]
[Signature]

Recorded at 9:30 o'clock A.M. May 5th 1971
Reception No. 35132 *E. H. Rogers* Recorder

Know All Men By These Presents

That I, or We,

WILLIAM A. GUSTAFSON

STASIE H. GUSTAFSON

the Grantor or Grantors,

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

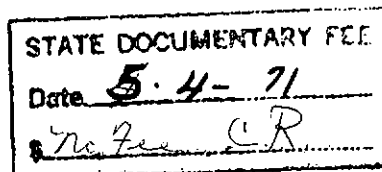
The Department of Highways, State of Colorado,

Grantee, its successors and assigns forever, the following real property situate in the ~~xxx~~ County of Mineral
and State of Colorado, to-wit: being more or less in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 1,
T 41 N, R. 1 W. of NMPM, and being more particularly described as follows:

Beginning at the point of intersection of the Southerly ROW Line for SH #149
and the West Line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1, from which the SW Corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of
Sec. 1, T 41 N, R 1 W of NMPM bears S 0° 16' 30" W, a distance of 272.0 feet;

- (1) Thence N 0° 16' 30" E, along the West Line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1,
a distance of 112.6 feet;
- (2) Thence N 61° 51' E, a distance of 1863.4 feet, to a point on the North
Line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 1;
- (3) Thence S 87° 51' E, along the said North Line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 1,
a distance of 198.2 feet;
- (4) Thence S 61° 51' W, a distance of 2061.7 feet;
- (5) Thence S 63° 54' 30" W, a distance of 26.4 feet, more or less, to the
point of beginning.

The above described tract or parcel of land contains 4.536 acres, more or less.



Reserving unto the grantors all coal, oil, gas and other hydrocarbons, and all clay
and other valuable minerals in and under said premises; provided, however, and the grantors
hereby covenant and agree that the grantee shall forever have the right to take and use,
without payment of further compensation to the grantors, any and all sand, gravel, earth,
rock, and other road building materials found in or upon said Parcel No. 3.

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

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Grantee and its successors and assigns forever. And the said Grantor or Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said Grantee and its successors and assigns, that at the time of the execution and delivery of these presents, they were well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in Fee Simple, and had good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; that the same are free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, by, through or under the Grantor or Grantors; that the said Grantor or Grantors will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the said Grantee, and its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said Grantor or Grantors.

IN WITNESS WHEREOF, the said Grantor or Grantors have hereunto set their hands this 3rd day of May, A.D., 1971.

Signed in the presence of: William A. Gustafson
Stasie H. Gustafson

STATE OF Colorado }
and County of Mineral } ss.

The foregoing instrument was acknowledged before me this 3rd day of May, 1971, by William A. Gustafson and
Stasie H. Gustafson

WITNESS my hand and Official Seal,
My Commission Expires: My Commission expires April 14, 1973 Collier Rogers
Notary Public

STATE OF _____ }
and County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

WITNESS my hand and Official Seal,
My Commission Expires: _____
Notary Public

No. 35132	
PROJECT	
LOCATION	
PARCEL	
SPECIAL Warranty Deed	
FROM	
William A. Gustafson and	
Stasie H. Gustafson	
TO	
The Department of Highways	
State of Colorado	
STATE OF COLORADO	and County of Mineral } ss.
I, the County Clerk and Recorder of the County aforesaid, do hereby certify that the within document was filed for record in my office on the <u>5th</u> day of <u>May</u> , A.D., 19 <u>71</u> at the hour of <u>9:30</u> AM, and was thereafter by me duly recorded in Book <u>110-0</u> Page <u>206</u> of the records of my office. <u>207</u>	
<u>Collier Rogers</u> Clerk and Recorder	
Deputy	
AFTER RECORDING PLEASE MAIL TO:	
The Department of Highways of the State of Colorado Highway Office Building 4201 East Arkansas Avenue Denver, 22, Colorado	
ATTENTION: Right of Way Section	

Harris, Shane

From: Harris, Shane
Sent: Friday, October 29, 2004 4:30 PM
To: Willis, John
Cc: Crumbaugh, Randy; Fazzan, Dan; Kumar, Mithilesh; Schneider, John; Smith, Daniel A
Subject: 25 year ROW Option in Mineral County

John, please add another parcel to the appropriate ROW plans showing SWD dated September 9, 2004, Reception number 61700, Mineral County. I will bring you a copy of the deed. This deed is a county extraction in favor of CDOT. It allow a 25 year option to use the Grantor's (Navajo Development, LLC) property to improve S.H. 149 located southwest of Creede, Colorado.

You may want to check with Randy when he returns to collect the other property that needs to be added to our ROW plans.

Thanks.

Shane

61700
1 of 4

9/13/2004 9:28:01 AM

SWD

R \$21.00 D \$0.00

Mineral County, CO

SPECIAL WARRANTY DEED

THIS DEED, dated September 9, 2004
 is between Navajo Development, LLC, a
 Colorado limited liability company, ("Grantor"), and Mineral
 County Fairgrounds Association, Inc., a Colorado non-profit
 corporation whose legal address is 1202 Main, Creede
81130 Mineral County, Colorado, ("Grantee").

WITNESS, that the Grantor, for and in consideration of the sum of ten dollars 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 its heirs, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Mineral, State of Colorado ("Property"), described as follows:

See Exhibit A, attached, except:

An easement along the southern boundary of the Property 500 feet wide for the purposes of installing, maintaining, operating and improving a sewer line and underground plant. This easement is freely assignable by Grantor. After completing any work within the easement, the owner of the easement shall return the surface of the easement to the condition it was in prior to performing any work within the easement area. Grantee, its heirs, successors and assigns, agrees not to construct any improvements or install any landscaping within the easement that would cause any additional significant expense to the holder of the easement in performing any act which it has a right to do within the easement.

also known by street and number as:
 assessor's schedule or parcel number:

It is mutually agreed by the parties hereto and their heirs, successors and assigns that the Property shall be subject to the following restrictive covenants which shall run with the land:

1. If any part of the north 400 feet of the Property is required by the Colorado Department of Transportation, or its successor ("CDOT"), for realignment of State Highway 149, Grantee shall donate all or such part of the north 400 feet of the Property as CDOT may require. This covenant shall expire 25 years from the date of this deed.

2. Grantee shall convey a 20 foot wide strip of land running from approximately the northwest corner to approximately the southwest corner of the Property to Mineral County on or before January 1, 2007. Grantee shall identify the exact location of the 20 foot wide strip before conveying it to Mineral County via a general warranty deed. The cost of the centerline survey of the 20 foot strip shall be paid by Mineral County.

3. Grantee shall install, maintain and use only shielded lighting on the Property. No artificial lights shall be used on the Property that cast any upward light. All light bulbs and light sources (whether indoor or outdoor) shall cast light only onto the Property and any light bulbs or other light sources shall not be directly visible from any point off the Property including from the air above the Property surface. Whenever the Property is not being used for public events, only the minimum lighting necessary for safety and security shall be used.

4. Grantee shall permit the construction, use and maintenance of a sign on the northwest corner of the Property for the purposes of directing northbound traffic on state highway 149 to the Mineral County Fairgrounds, Mountain Views at Rivers Edge, Creede Haven, Holiday Acres, Airport and the commercial business area. The design shall be mutually acceptable, but Grantee's consent to the sign design shall not be unreasonably withheld. Any shielded lighting for the sign shall not be paid for by Grantee.

5. Grantee acknowledges that the Property is contaminated with hazardous waste and/or other hazardous materials. Grantee agrees and covenants that it shall not look to or attempt to hold liable Grantor for any of the contamination.

6. Grantee acknowledges that the Property is currently crossed by an above-ground power line. Grantee agrees to use its best efforts to attempt to place the power line underground.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, 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, 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, its heirs, successors and assigns forever. The Grantor, for itself, its



61701

9/13/2004 9:28:01 AM

2 of 4

SWD

R \$21.00 D \$0.00

Mineral County, CO

successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of the Grantee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. Grantor does not warrant title against the following:

1. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Property or by making inquiry of persons in possession thereof.
2. Easements or claims of easements which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in the area, encroachments, and any other facts which a correct survey would disclose, and which are not shown by public records.
4. Any water rights or claims or title to water in, on or under the Property.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
6. Taxes for the year 2004 and subsequent years.
7. All existing roads, highways, alleys, railroads, ditches, utilities, reservoirs, canals, pipelines, power, telephone or water lines, including the rights-of-way and easements therefore.
8. An easement 30 feet in width, granted to the United State of America as set forth in Right of Way Easement recorded June 11, 1952 in Book 110 H at Page 71, under Reception No. 26485 in records in the office of the Mineral County Clerk and Recorder. (SW¼)
9. An easement 10 feet in width, granted to the Mountain States Telephone and Telegraph Company, a Colorado corporation as set forth in instrument recorded May 31, 1972 in Book 110-T at Page 3, under Reception No. 35858 in the records in the office of the Mineral County Clerk and Recorder. (SW¼)
10. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to a penetrate or intersect the Property as provided by law, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by authority of the United States, as set forth in U.S. Patent recorded April 25, 1903 in Book 55 at Page 164.
11. Easement for Access Road to Sewage Treatment Tract as shown on Quitclaim Deed between Creede Mines, Inc. and the City of Creede recorded August 3, 1983 in Book 112-B at Page 328 under Reception No. 46357.
12. Any right, title or interest of the general public, the State of Colorado, and/or the United States in and to the waters of Willow Creek.
13. Easement for Deep Creek Water and Sanitation District recorded on March 28, 1989 in Book 112, Page 18-20.
14. Inclusion of the property in special taxing districts.
15. County, State and Federal land use laws, rules, regulations and ordinances including County Airport Zoning Regulations and height restrictions.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by ~~its~~ John H. Parker II, its managing member, the day and year first above written.

Navajo Development, LLC, a Colorado limited liability company

By John H. Parker II
Managing member



STATE OF COLORADO

61701
3 of 4

9/13/2004 9:28:01 AM

SWD R \$21.00 D \$0.00 Mineral County, CO

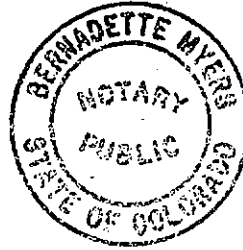
County of *Rio Grande*

The foregoing instrument was acknowledged before this 9th day of September day of, 2004,
by John H. Parker II as managing member
of Navajo Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 7/19/07

Bernadette Myers
Notary Public





61701
4 of 4

9/13/2004 9:28:01 AM
SWD R \$21.00 D \$0.00 Mineral County, CO

"EXHIBIT A"

A tract of land located in the SW¼ of Section 6, Township 41 North, Range 1 East, N.M.P.M., Mineral County, Colorado, more particularly described by metes and bounds as follows, to-wit: Beginning at the C Quarter corner for said Section 6; thence S. 01° 06' 36" W., along the N-S centerline of said Section 6, a distance of 2588.91 feet to the South Quarter corner of said Section 6; thence S. 89° 17' 27" W., along the South line of said Section 6, a distance of 474.21 feet to a point on the re-aligned Easterly limit of the Airport Road aka (Deep Creek Road); thence N. 11° 11' 16" W., along the said re-aligned Easterly limit of Airport Road, a distance of 2386.70 feet to a point on the Southeasterly right of way for Colorado State Highway No. 149, thence Northeasterly, along the said Southeasterly right of way, a distance of 188.67 feet along the arc of a curve to the left said curve having a radius of 229.1 feet the chord of which bears N. 01° 46' 38" E., a distance of 183.38 feet; thence N. 25° 24' 29" W., along the said right of way for Colorado State Highway No. 149, a distance of 93.37 feet to a point on the E-W centerline of said Section 6, thence S. 89° 11' 09" E., along the said E-W centerline, a distance of 1033.25 feet to the place of beginning.

SPECIAL WARRANTY DEED

THIS DEED, dated September 9, 2004
is between Navajo Development, LLC, a
Colorado limited liability company, ("Grantor"), and Mineral
County Fairgrounds Association, Inc., a Colorado non-profit
corporation whose legal address is 1202 Main, Creede
81130 Mineral County, Colorado, ("Grantee").



WITNESS, that the Grantor, for and in consideration of the sum of ten dollars 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 its heirs, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Mineral, State of Colorado ("Property"), described as follows:

See Exhibit A, attached, except:

An easement along the southern boundary of the Property 500 feet wide for the purposes of installing, maintaining, operating and improving a sewer line and underground plant. This easement is freely assignable by Grantor. After completing any work within the easement, the owner of the easement shall return the surface of the easement to the condition it was in prior to performing any work within the easement area. Grantee, its heirs, successors and assigns, agrees not to construct any improvements or install any landscaping within the easement that would cause any additional significant expense to the holder of the easement in performing any act which it has a right to do within the easement.

also known by street and number as:
assessor's schedule or parcel number:

It is mutually agreed by the parties hereto and their heirs, successors and assigns that the Property shall be subject to the following restrictive covenants which shall run with the land:

1. If any part of the north 400 feet of the Property is required by the Colorado Department of Transportation, or its successor ("CDOT"), for realignment of State Highway 149, Grantee shall donate all or such part of the north 400 feet of the Property as CDOT may require. This covenant shall expire 25 years from the date of this deed.

2. Grantee shall convey a 20 foot wide strip of land running from approximately the northwest corner to approximately the southwest corner of the Property to Mineral County on or before January 1, 2007. Grantee shall identify the exact location of the 20 foot wide strip before conveying it to Mineral County via a general warranty deed. The cost of the centerline survey of the 20 foot strip shall be paid by Mineral County.

3. Grantee shall install, maintain and use only shielded lighting on the Property. No artificial lights shall be used on the Property that cast any upward light. All light bulbs and light sources (whether indoor or outdoor) shall cast light only onto the Property and any light bulbs or other light sources shall not be directly visible from any point off the Property including from the air above the Property surface. Whenever the Property is not being used for public events only the minimum lighting necessary for safety and security shall be used.

4. Grantee shall permit the construction, use and maintenance of a sign on the northwest corner of the Property for the purposes of directing northbound traffic on state highway 149 to the Mineral County Fairgrounds, Mountain Views at Rivers Edge, Creede Haven, Holiday Acres, Airport and the commercial business area. The design shall be mutually acceptable, but Grantee's consent to the sign design shall not be unreasonably withheld. Any shielded lighting for the sign shall not be paid for by Grantee.

5. Grantee acknowledges that the Property is contaminated with hazardous waste and/or other hazardous materials. Grantee agrees and covenants that it shall not look to or attempt to hold liable Grantor for any of the contamination.

6. Grantee acknowledges that the Property is currently crossed by an above-ground power line. Grantee agrees to use its best efforts to attempt to place the power line underground.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, 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, 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, its heirs, successors and assigns forever. The Grantor, for itself, its

successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of the Grantee, its heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. Grantor does not warrant title against the following:

1. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Property or by making inquiry of persons in possession thereof.
2. Easements or claims of easements which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in the area, encroachments, and any other facts which a correct survey would disclose, and which are not shown by public records.
4. Any water rights or claims or title to water in, on or under the Property.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
6. Taxes for the year 2004 and subsequent years.
7. All existing roads, highways, alleys, railroads, ditches, utilities, reservoirs, canals, pipelines, power, telephone or water lines, including the rights-of-way and easements therefore.
8. An easement 30 feet in width, granted to the United State of America as set forth in Right of Way Easement recorded June 11, 1952 in Book 110 H at Page 71, under Reception No. 26485 in records in the office of the Mineral County Clerk and Recorder. (SW¼)
9. An easement 10 feet in width, granted to the Mountain States Telephone and Telegraph Company, a Colorado corporation as set forth in instrument recorded May 31, 1972 in Book 110-T at Page 3, under Reception No. 35858 in the records in the office of the Mineral County Clerk and Recorder. (SW¼)
10. 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 Property as provided by law, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by authority of the United States, as set forth in U.S. Patent recorded April 25, 1903 in Book 55 at Page 164.
11. Easement for Access Road to Sewage Treatment Tract as shown on Quitclaim Deed between Creede Mines, Inc. and the City of Creede recorded August 3, 1983 in Book 112-B at Page 328 under Reception No. 46357.
12. Any right, title or interest of the general public, the State of Colorado, and/or the United States in and to the waters of Willow Creek.
13. Easement for Deep Creek Water and Sanitation District recorded on March 28, 1989 in Book 112, Page 18-20.
14. Inclusion of the property in special taxing districts.
15. County, State and Federal land use laws, rules, regulations and ordinances including County Airport Zoning Regulations and height restrictions.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its John H. Parker II, its managing member, the day and year first above written.

Navajo Development, LLC, a Colorado limited liability company

By John H. Parker II
Managing member


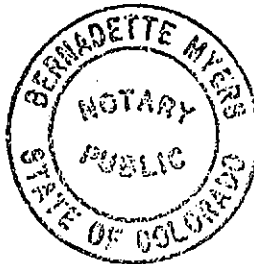
STATE OF COLORADO

County of *Rio Grande*

The foregoing instrument was acknowledged before this 9th day of September day of, 2004,
by John H. Parker II as managing member
of Navajo Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:


Notary Public

"EXHIBIT A"

A tract of land located in the SW¼ of Section 6, Township 41 North, Range 1 East, N.M.P.M., Mineral County, Colorado, more particularly described by metes and bounds as follows, to-wit: Beginning at the C Quarter corner for said Section 6; thence S. 01° 06' 36" W., along the N-S centerline of said Section 6, a distance of 2588.91 feet to the South Quarter corner of said Section 6; thence S. 89° 17' 27" W., along the South line of said Section 6, a distance of 474.21 feet to a point on the re-aligned Easterly limit of the Airport Road aka (Deep Creek Road); thence N. 11° 11' 16" W., along the said re-aligned Easterly limit of Airport Road, a distance of 2386.70 feet to a point on the Southeasterly right of way for Colorado State Highway No. 149, thence Northeasterly, along the said Southeasterly right of way, a distance of 188.67 feet along the arc of a curve to the left said curve having a radius of 229.1 feet the chord of which bears N. 01° 46' 38" E., a distance of 183.38 feet; thence N. 25° 24' 29" W., along the said right of way for Colorado State Highway No. 149, a distance of 93.37 feet to a point on the E-W centerline of said Section 6, thence S. 89° 11' 09" E., along the said E-W centerline, a distance of 1033.25 feet to the place of beginning.