WATER-RIGHT DOCKET

Great Sand Dunes National Monument

Docket No: 7

WATER RIGHT CLAIMS WITHDRAWN OR NOT FILED

State Water Rights Documentation

08-24-1987: letter to ponce, nps from u.s. department of justice regarding water division no. 3, case no. 81cw162

U.S. Department of Justice

Land and Natural Resources Division

Received 8/25/87
Water Rights Branch

WMC:JRH:DKFairbanks
90-1-2-977

Denver Field Office
Federal Bldg., 1961 Stout Street
Drawer 3607
Denver, Colorado 80294

Commercial Number
(303) 844-3627
FTS/564-3627

August 24, 1987

Dr. Stanley Ponce
Water Resources Branch
National Park Service
Federal Building, Room 335
301 S. Howes
Fort Collins, CO 80521

Re: Water Division No. 3, Case No. 81CW162
(Great Sand Dunes National Monument)

Dear Stan:

Enclosed for your information is a signed, file-stamped copy of the Order granting our withdrawal of this application.

Sincerely,

Diane K. Fairbanks

Diane K. Fairbanks
Legal Technician
General Litigation Section

Enclosure

RECEIVED
AUG 17 1987
DEPT. JUSTICE LANDS DIVISION
DENVER, COLO.

Filed in District Court
Water Division 3, Colorado
AUG 14 1987
Carol S. Dalpiaz
Clerk Of The Water Court

DISTRICT COURT, WATER DIVISION 3, STATE OF COLORADO

CASE NO. 81CW162

O R D E R

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

THE UNITED STATES OF AMERICA

IN ALAMOSA COUNTY

THIS MATTER came to the attention of the Court on this date pursuant to the Motion For Permission To Withdraw Application filed on August 12, 1987, by John R. Hill, Jr., attorney for the applicant, and the Court after having considered the same;

DOTH FIND that such Motion is well taken and should accordingly be granted.

IT IS, THEREFORE, ORDERED that permission is granted for the withdrawal of the Application filed herein and the case is hereby dismissed without prejudice.

DONE AND SIGNED this 14th day of August, 1987.

BY THE COURT;

Robert W. Ogburn
Water Judge
Water Division 3

DISTRICT COURT, WATER DIVISION 3, STATE OF COLORADO
CASE NO. 81CW162
CERTIFICATE OF MAILING

I do hereby certify that on the 14th day of August, 1987, I personally deposited in the United States Mail a signed copy of the foregoing Order

in a sealed envelope bearing sufficient postage properly addressed to:

Jeris A. Danielson
State Engineer
1313 Sherman Street
Denver, CO 80203

Steven E. Vandiver
Division Engineer
Water Division 3
P.O. Box 269
Alamosa, CO 81101

Carol Angel and
Robert A. Hykan
Assistant Attorney General
1525 Sherman St., 3rd Floor
Denver, CO 80203

David W. Robbins
HILL & ROBBINS
1441 Eighteenth St., #100
Denver, CO 80202

John U. Carlson and
Paula Phillips
CARLSON, HAMMOND & PADDOCK
1700 Lincoln St., Suite 2750
Denver, CO 80203

Charles Woodruff and
Timothy Beaton
MOSES, WITTEMYER, HARRISON & WOODRUFF
P.O. Box 1440
Boulder, CO 80302

John R. Hill, Jr.
Dept. of Justice
1961 Stout St., Drawer 3607
Denver, CO 80294

Carol S. Dalpiaz
Clerk of the Water Court
Water Division 3

U.S. Department of Justice

Environment and Natural Resources Division

WMC:JJDuBois
90-1-2-1313

Denver Field Office
999 - 18th Street
Suite 945
Denver, Colorado 80202

Commercial Number
(303) 294-1900
FTS/330-1900

Telefax Number
(303) 294-1931
FTS/330-1931

JAN 1992
RECEIVED
WRD - FT COLLINS

January 6, 1992

Ms. Carol S. Redding
Clerk of the Water Court
Water Division No. 3
Alamosa County Courthouse
Alamosa, CO 81101

Re: Civil Action No. 925, Costilla County, Colorado:
Notice concerning diligence

Dear Carol:

This is to inform the Court that the United States does not intend to respond to the notice of November 19, 1991 regarding the need for the filing of an Application for Finding of Reasonable Diligence on the Opincar Ditch water right.

As the present owner of the property on which the decreed diversion point and the place of use are located, I think that the United States is the presumptive owner of any water rights which were appurtenant to Mr. Opincar's mining claim. However, the United States concludes that, to the extent a water right ever existed, the appropriator abandoned it long ago. Research by the National Park Service, indicates that the gold mining venture for which the water right was originally granted never panned out. So far as the Park Service is aware, there have been no efforts to complete the appropriation of the Opincar Ditch water right with reasonable diligence, no diversion structure was ever constructed and no diversions were ever made.

The Park Service has no interest in developing the Opincar Ditch water right and because of the Monument's decreed instream flows, will vigorously oppose any effort to revive this long dead right. The United States, therefore, requests the Court to officially acknowledge that this water right has been abandoned for some 60 years.

I appreciate the Court's attention to this matter.

Very truly yours,

James J. DuBois
Attorney
General Litigation Section

cc: Ralph Canaday
William Wellman
Owen Williams

COPY

Filed in District Court
Water Division 3, Colorado
NOV 19 1991
Carol S. Redding
Clerk Of The Water Court

DISTRICT COURT, WATER DIVISION 3, STATE OF COLORADO

CIVIL ACTION NO. 925 (COSTILLA COUNTY, COLORADO)

NOTICE CONCERNING CONDITIONAL WATER RIGHTS

IN THE MATTER OF THE ADJUDICATION OF THE PRIORITY OF RIGHTS TO THE USE OF WATER IN WATER DISTRICT NO. 35, IN THE STATE OF COLORADO.

TO: THE SUPERINTENDENT OF THE GREAT SAND DUNES NATIONAL MONUMENT:

NOTICE IS HEREBY GIVEN that on May 11, 1929, a Conditional Decree or Decrees was or were entered in this Court, granting a conditional water right or rights. It appears that no previous Notice as required by law has been sent to the applicant.

Pursuant to C.R.S., 37-92-301(4), you are required to make a showing of reasonable diligence or said conditional water right or rights shall be considered abandoned.

Accordingly, you are hereby notified that an application for a finding of reasonable diligence, or an application to make absolute such conditional water right or rights, is required to be filed with the Clerk during January, 1992.

Failure to file an application and show diligence will result in the conditional water right or rights being considered abandoned and an order cancelling same will be entered.

Dated at Alamosa, Colorado, this 19th day of November, 1991.

Carol S. Redding
Clerk of the Water Court
Water Division 3
Alamosa County Courthouse
Alamosa, Colorado 81101
(719) 589-9107

WATER FORM A

IN THE DISTRICT COURT IN AND FOR

WATER DIVISION 3

STATE OF COLORADO

Case No. W-_____

IN THE MATTER OF THE
APPLICATION FOR
WATER RIGHTS OF

United States of America) APPLICATION FOR WATER
) RIGHT
_____) (Surface)
)
_____)

IN Alamosa COUNTY.

1. Name of applicant: United States of America, c/o John R. Hill, Jr.

Address of applicant: 1961 Stout St., Drawer 3607

Denver, Colorado Zip 80294

Telephone number of applicant: 303-837-2065

2. Name of ditch or other structure: Opincar Ditch

3. Legal description of each point of diversion or proposed diversion: The ditch is located in Great Sand Dunes National Monument as shown on attached map. The headgate is located at a point on the south bank of Mosca Creek from which it receives its supply of water, whence the SW corner of Section 35, Township 26 south, Range 73 west, 6th P.M. bears south 85°17' west 1217 feet.

Amended 4/8/72

4. Description of Ditch, pump, or pipeline: The specifications of the ditch are as follows: one foot deep; 3 feet wide at top and 2 feet wide at bottom; grade is 40 feet per 1,000 feet; length is 1, 500 feet; and carrying capacity is 15 cubic feet per second of time.

5. Source of water (River and tributary): Mosca Creek

6. A. Date of initiation of the appropriation: August 9, 1927

B. Date water first applied to beneficial use: unknown

C. How appropriation was initiated: Map filing #14818, to State of Colorado, showing location and pertinent details.

7. Amount of water claimed by diversion in cubic feet per second of time (Indicate whether conditional or absolute):

A. Portion absolute: 15 cfs B. Portion conditional: 0 cfs

8. Use or proposed use of the water: Power purposes.

9. In case of an irrigation priority, the number of acres being irrigated: 0; the number of acres historically irrigated: 0; and the number of acres proposed to be irrigated 0 by the decree sought.

10. Remarks: (a) The United States seeks to antedate the adjudication dates of earlier decrees insofar as they, in conjunction with applicable statutes, appear or purport to preclude this Court from awarding to the United States its water rights bearing their true priority dates. (b) The filing fees which accompany this application are paid ~~under protest. The United States hereby claims reimbursement thereof~~ on the grounds that filing fees constitute "costs" within the meaning of 43 U.S.C.A., Section 666(a), and as such are not properly taxed against the government in water adjudication proceedings.

JOSEPH DOLAN, UNITED STATES ATTORNEY
HANK MESHORER, Senior Trial Attorney, Dept of Justice

By: _____
~~Signature of applicant or~~ attorney for applicant, JOHN R. HILL,
1961 Stout Street, Drawer 3607
Denver, Colorado 80294

(303-837-2065)

Name, address and telephone number of attorney for applicant.

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

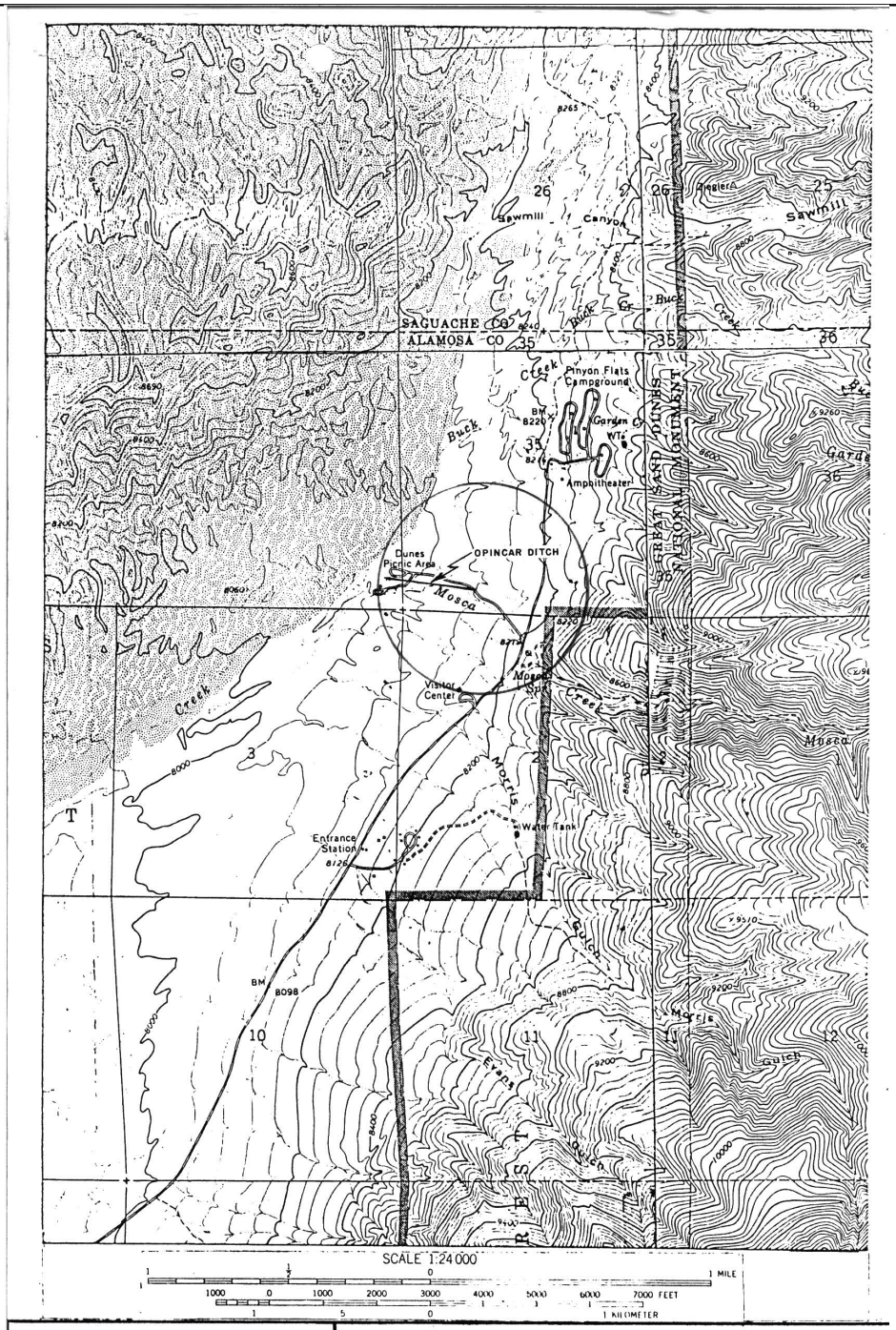
Kenneth R. Ashley, being first duly sworn, upon oath, deposes and says that (s)he has read the foregoing application, knows the contents thereof, and that the same are true.

Kenneth R. Ashley
APPLICANT

Subscribed and sworn to before me this 27th day of June, 1980.

Mary Esther Greenwalt
Notary Public

06-02-1980: topographic map of opincar ditch, great sand dunes national monument



UNITED STATES
DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

ROCKY MOUNTAIN REGION
DIVISION OF WATER RESOURCES

NPS-GRSA-8-80-JUNE2, 1980 W.L.M.

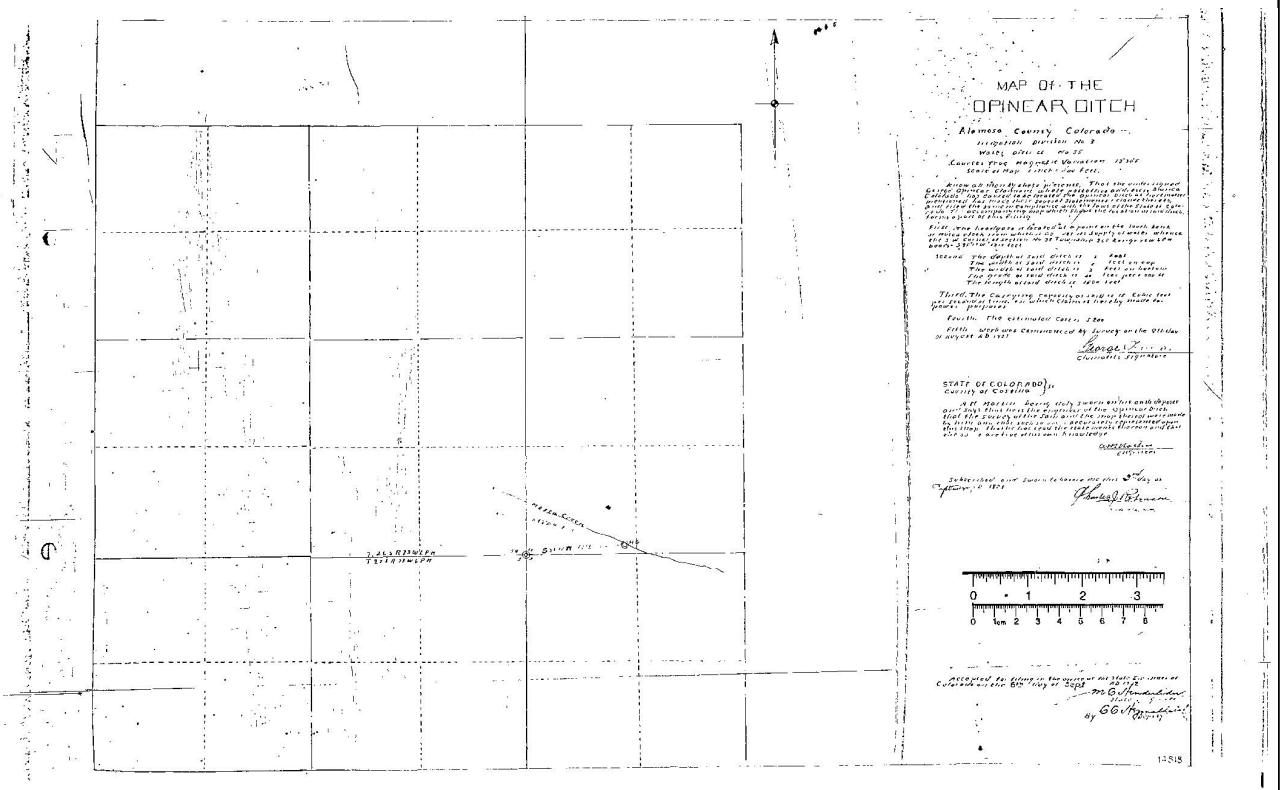
OPINCAR DITCH

GREAT SAND DUNES NATIONAL MONUMENT

IN THE DISTRICT COURT IN AND FOR WATER DIVISION 3
STATE OF COLORADO

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS
BY THE UNITED STATES

00-00-0000: map of opincar ditch



WATER FORM A

IN THE DISTRICT COURT IN AND FOR

WATER DIVISION 3

STATE OF COLORADO

Case No. W-5044.2

FILED IN DISTRICT COURT
WATER DIVISION 3, COLORADO
CAROL S. REDDING, CLERK

NOV 24 1981

IN THE MATTER OF THE
APPLICATION FOR
WATER RIGHTS OF

United States of America) APPLICATION FOR WATER
) RIGHT
) (Surface)
)
)

IN Alamosa COUNTY.

1. Name of applicant: United States of America, c/o John R. Hill, Jr.

Address of applicant: 1961 Stout St., Drawer 3607

Denver, Colorado Zip 80294

Telephone number of applicant: 303-837-2892

2. Name of ditch or other structure: Mosca Pipe Line

3. Legal description of each point of diversion or proposed

diversion: The pipe line is located within the Great Sand Dunes National Monument as shown on attached map. The headgate is located at a point in Mosca Spring, a tributary of Mosca Spring Creek, tributary of Mosca Creek, tributary of Medano River, from which it derives its supply of water, whence the south ¼ corner of Section 35, Township 26 south, Range 73 west of the sixth Principal Meridian bears north 16°53' east a distance of 938 feet.

original water system for use and put that completed abandoned -

ded 4/8/72

... Description of ditch, pump, or pipeline: The specifications of the pipeline are as follows: 1.0 inch diameter; average grade is 130 feet per 1,000 feet; length 2.0 feet; and the carrying capacity is 0.025 cubic feet per second of time.

5. Source of water (River and tributary): Mosca Spring, tributary to Mosca Spring Creek, tributary to Mosca Creek, tributary to Medano River

6. A. Date of initiation of the appropriation: June 12, 1934

B. Date water first applied to beneficial use: Unknown

C. How appropriation was initiated: Map filing #16751, to State of Colorado, showing location and pertinent details.

7. Amount of water claimed by diversion in cubic feet per second of time (Indicate whether conditional or absolute):

A. Portion absolute: 0.025 cfs B. Portion conditional: 0 cfs

8. Use or proposed use of the water: Domestic, irrigation, stock water and fire protection

9. In case of an irrigation priority, the number of acres being irrigated: 0; the number of acres historically irrigated: unknown; and the number of acres proposed to be irrigated 0 by the decree sought.

10. This application is a partial amendment of the application filed by the United States in Case No. 79CW85.

11. The United States seeks to antedate the adjudication dates of earlier decrees insofar as they, in conjunction with applicable statutes, appear or purport to preclude this court from awarding to the United States its water rights bearing their true priority dates.

Respectfully submitted,

JOSEPH DOLAN
United States Attorney

By John R. Hill

JOHN R. HILL, JR., (Reg. #10214)
Attorney, Department of Justice
Land and Natural Resources Division
1961 Stout Street, Drawer 3607
Denver, Colorado 80294 (837-2892)

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Kenneth R. Ashley, being first duly sworn, upon oath, deposes and says that (s)he has read the foregoing application, knows the contents thereof, and that the same are true.

Kenneth R. Ashley
APPLICANT

Subscribed and sworn to before me this 27th day of June, 19 80.

Mary Esther Greenwalt
Notary Public

06-27-1980: water form a, in the district in and for water division 3: in the matter of the application for water rights; application for

WATER FORM A

IN THE DISTRICT COURT IN AND FOR

WATER DIVISION 3

STATE OF COLORADO

Case No. W-_____

IN THE MATTER OF THE
APPLICATION FOR
WATER RIGHTS OF

United States of America) APPLICATION FOR WATER
) RIGHT
_____) (Surface)
)
_____)

IN Alamosa COUNTY.

1. Name of applicant: United States of America, c/o John R. Hill, Jr.

Address of applicant: 1961 Stout St., Drawer 3607

Denver, Colorado Zip 80294

Telephone number of applicant: 303-837-2065

2. Name of ditch or other structure: Mosca Pipe Line

3. Legal description of each point of diversion or proposed diversion: The pipe line is located within the Great Sand Dunes National Monument as shown on attached map. The headgate is located at a point in Mosca Spring, a tributary of Mosca Spring Creek, tributary of Mosca Creek, tributary of Medano River, from which it derives its supply of water, whence the south ¼ corner of Section 35, Township 26 south, Range 73 west of the sixth Principal Meridian bears north 16°53' east a distance of 938 feet.

Amended 4/8/72

4. Description of ditch, pump, or pipeline: The specifications of the pipeline are as follows: 1.0 inch diameter; average grade is 130 feet per 1,000 feet; length 2.0 feet; and the carrying capacity is 0.025 cubic feet per second of time.

5. Source of water (River and tributary): Mosca Spring, tributary to Mosca Spring Creek, tributary to Mosca Creek, tributary to Medano River

6. A. Date of initiation of the appropriation: June 12, 1934

B. Date water first applied to beneficial use: Unknown

C. How appropriation was initiated: Map filing #16751, to State of Colorado, showing location and pertinent details.

7. Amount of water claimed by diversion in cubic feet per second of time (Indicate whether conditional or absolute):

A. Portion absolute: 0.025 cfs B. Portion conditional: 0 cfs

8. Use or proposed use of the water: Domestic, irrigation, stock water and fire protection

9. In case of an irrigation priority, the number of acres being irrigated: 0; the number of acres historically irrigated: unknown; and the number of acres proposed to be irrigated 0 by the decree sought.

10. Remarks: (a) The United States seeks to antedate the adjudication dates of earlier decrees insofar as they, in conjunction with applicable statutes appear or purport to preclude this Court from awarding to the United States its water rights bearing their true priority dates. (b) The filing fees which accompany this application are paid under protest. The United States hereby claims reimbursement thereof on the grounds that filing fees constitute "costs" within the meaning of 43 U.S.C.A., Section 666(a), and as such are not properly taxed against the government in water adjudication proceedings.

JOSEPH DOLAN, UNITED STATES ATTORNEY
HANK MESHORER, Senior Trial Attorney, Dept of Justice

By: _____
Signature of ~~applicant or~~ attorney for applicant, JOHN R. HILL,
1961 Stout Street, Drawer 3607
Denver, Colorado 80294

(303-837-2065)

Name, address and telephone number of attorney for applicant.

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

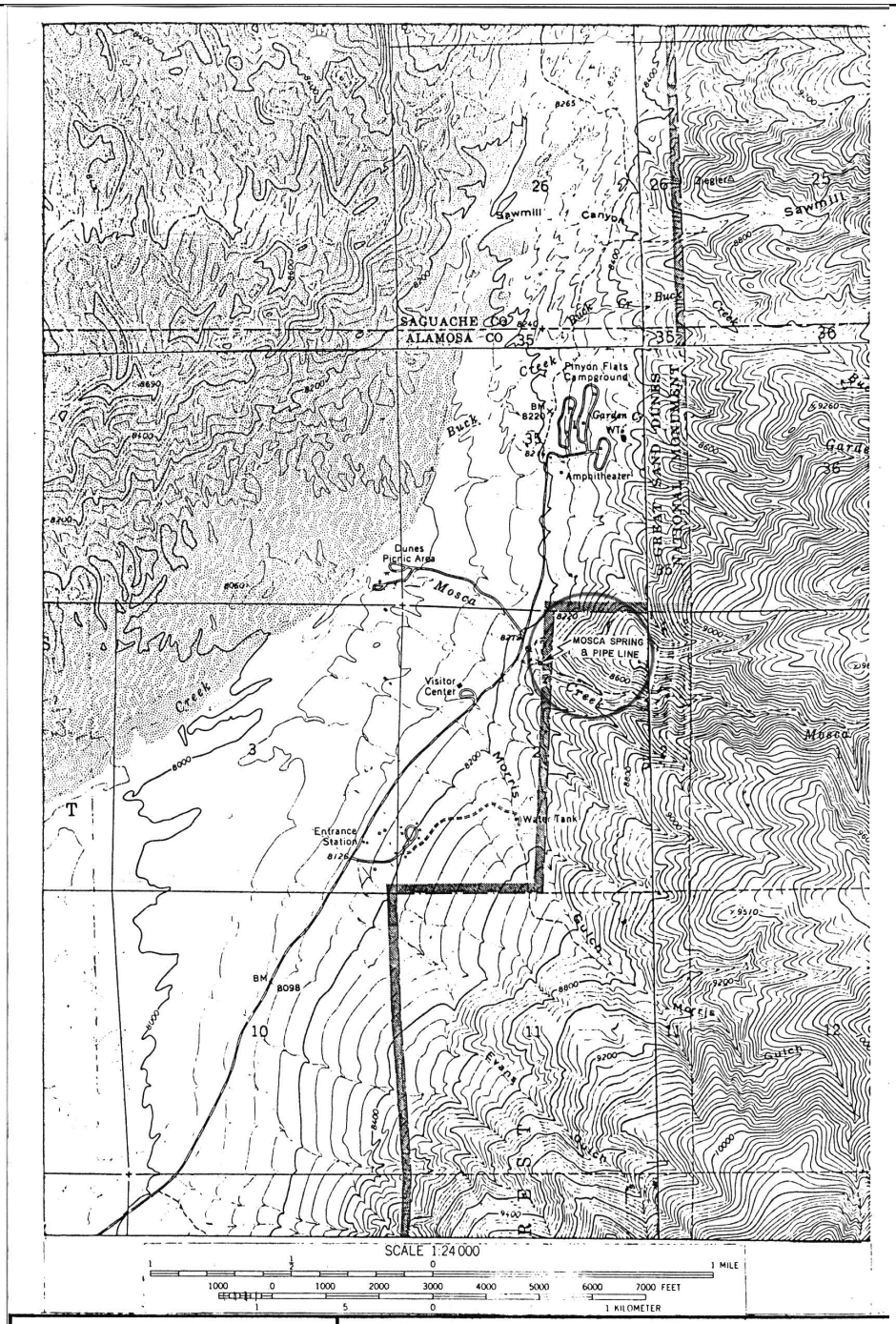
Kenneth R. Ashley, being first duly sworn, upon oath, deposes and says that (s)he has read the foregoing application, knows the contents thereof, and that the same are true.

Kenneth R. Ashley
APPLICANT

Subscribed and sworn to before me this 27th day of June, 19 80.

Mary Esther Greenwalt
Notary Public

06-02-1980: topographic map of mosca spring and pipeline, great sand dunes national monument



UNITED STATES
DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

ROCKY MOUNTAIN REGION
DIVISION OF WATER RESOURCES

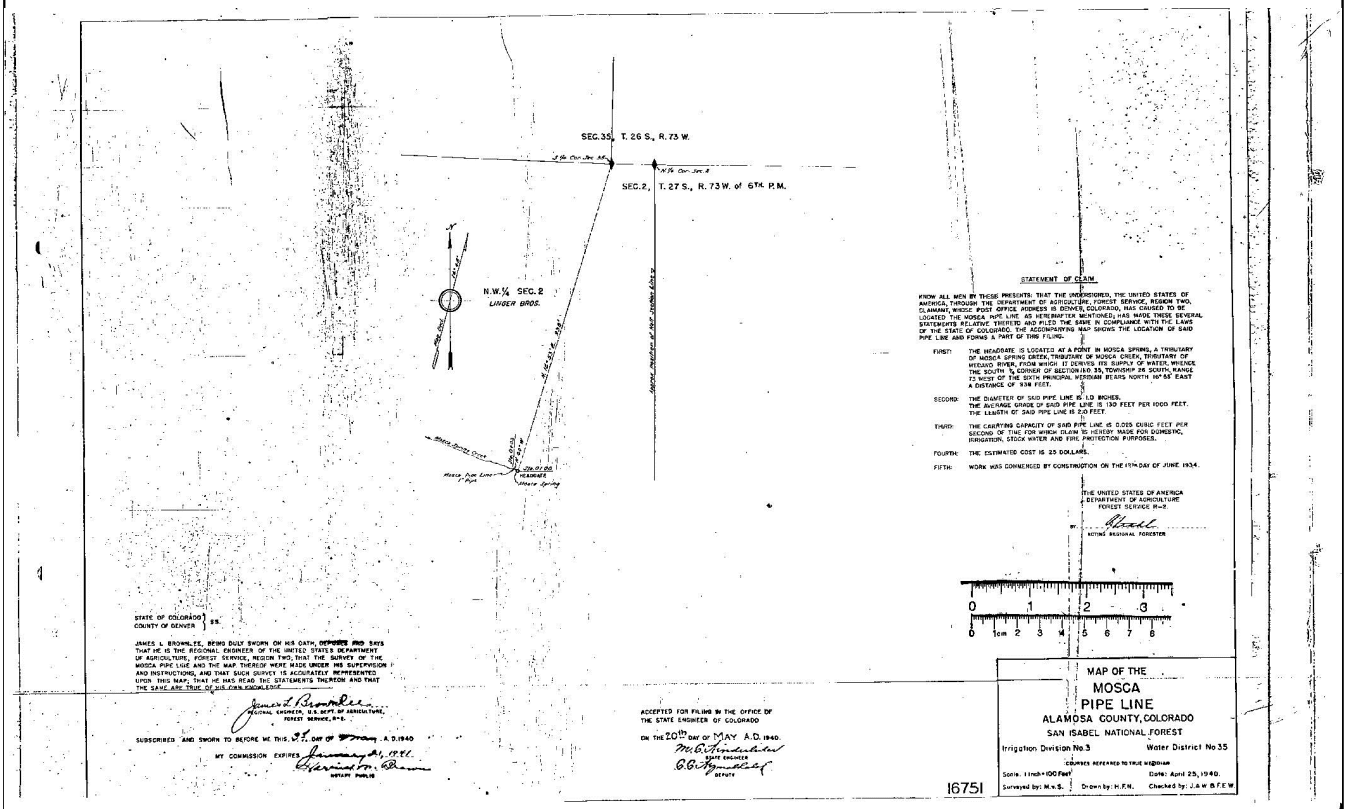
NPS-GRSA-5-80-JUNE 2, 1980 W.L.M.

MOSCA SPRING AND PIPELINE
GREAT SAND DUNES NATIONAL MONUMENT

IN THE DISTRICT COURT IN AND FOR WATER DIVISION 3
STATE OF COLORADO

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS
BY THE UNITED STATES

04-23-1940: map of the mosca pipe line



WATER FORM A

IN THE DISTRICT COURT IN AND FOR

WATER DIVISION 3

STATE OF COLORADO

Case No. W-_____

IN THE MATTER OF THE
APPLICATION FOR
WATER RIGHTS OF

United States of America) APPLICATION FOR WATER
) RIGHT
_____) (Surface)
)
_____)

IN Saguache COUNTY.

1. Name of applicant: United States of America, c/o John R. Hill, Jr.

Address of applicant: 1961 Stout St., Drawer 3607

Denver, Colorado Zip 80294

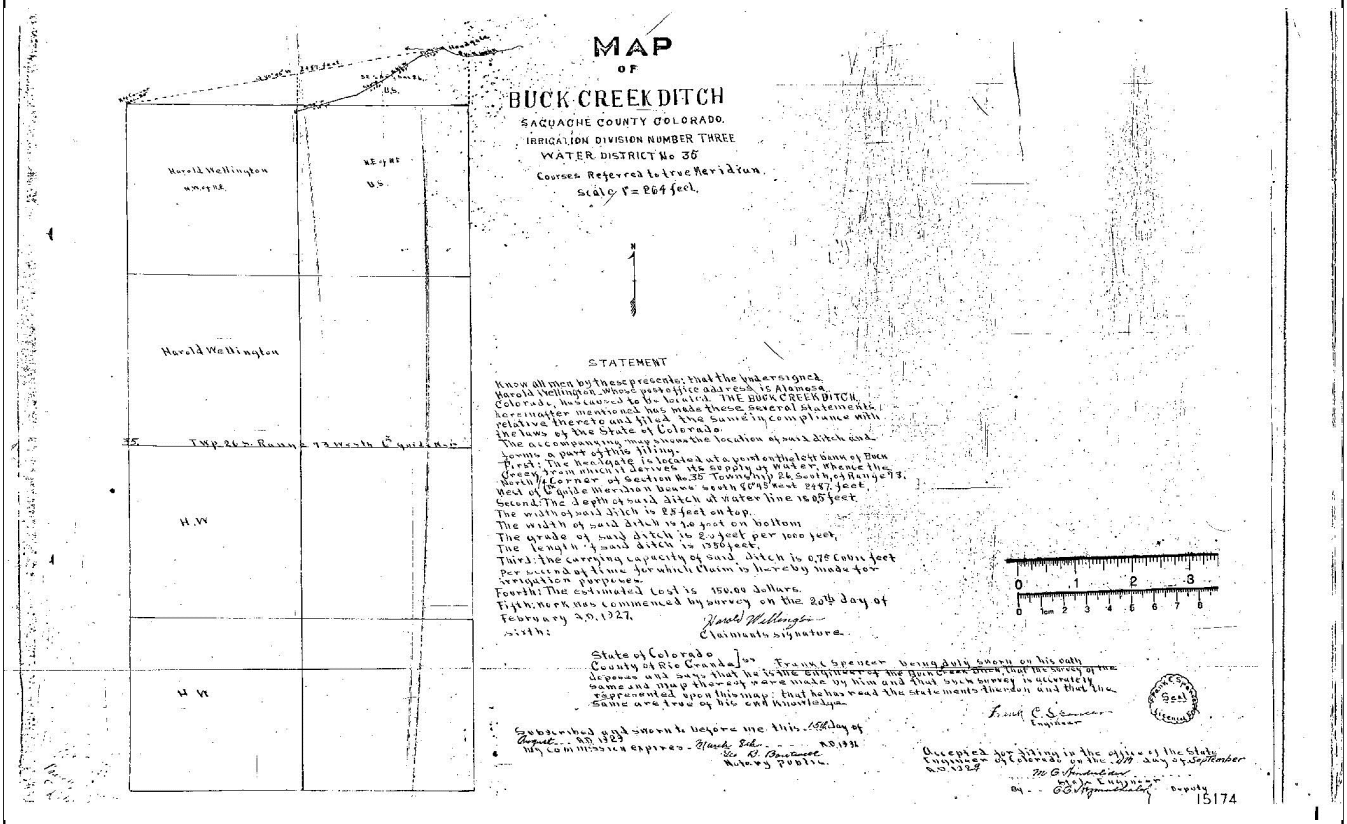
Telephone number of applicant: 303-837-2065

2. Name of ditch or other structure: Buck Creek Ditch

3. Legal description of each point of diversion or proposed diversion: The ditch is located within the Great Sand Dunes National Monument as shown on attached map. The headgate is located at a point on the left bank of Buck Creek from which it derives its supply of water, whence the north ¼ corner of Section 35, Township 26 south, Range 73 west of the 6th Principal Meridian bears south 80°45' west 2,487 feet.

Amended 4/8/72

08-15-1929: map of the buck creek ditch



MAP
OF
BUCK CREEK DITCH

SAGUACHE COUNTY COLORADO.
IRRIGATION DIVISION NUMBER THREE
WATER DISTRICT No 36
Courses Referred to true Meridian.
Scale 1" = 864 feet.

Harold Wellington
NW¼ NE¼

NE¼ NE¼
U.S.

Harold Wellington

35 Twp 24 S. Range 73 West 6th Principal

H W

H W

STATEMENT

Know all men by these presents: that the undersigned Harold Wellington whose postoffice address is Alamosa Colorado, has caused to be located THE BUCK CREEK DITCH hereinafter mentioned has made these several Statements relative thereto and filed the Same in compliance with the laws of the State of Colorado.
The accompanying map shows the location of said ditch and
Survey a part of this filing.
First: The headgate is located at a point on the left bank of Rock Creek from which it derives its supply of water, thence the North ¼ Corner of Section No. 35 Township 24 South, of Range 73 West of the Sixth Meridian bears south 60°45' west 2487 feet.
Second: The depth of said ditch at water line is 1.05 feet
The width of said ditch is 2.5 feet on top.
The width of said ditch is 1.0 feet on bottom
The grade of said ditch is 2.5 feet per 1000 feet.
The length of said ditch is 1350 feet.
Third: The carrying capacity of said ditch is 0.75 Cubic feet Per second of time for which Claim is hereby made for irrigation purposes.
Fourth: The estimated cost is 150.00 Dollars.
Fifth: Work has commenced by survey on the 20th day of February A.D. 1927.
Witness:
Harold Wellington
Claimants signature.

0 1 2 3
0 1cm 2 3 4 5 6 7 8

State of Colorado
County of Rio Grande } ss Frank E Spencer being duly sworn on his oath deposes and says that he is the engineer of the Buck Creek Ditch that the survey of the same and map thereof were made by him and that such survey is accurately represented upon this map; that he has read the statements thereon and that the same are true as he verily believes.

Frank E. Spencer
Engineer

Seal

Subscribed and sworn to before me this 15th day of August A.D. 1929
My commission expires March 5th A.D. 1931
W. R. Brassfield
Notary Public.

Accepted and filing in the office of the State Engineer of Colorado on the 14th day of September A.D. 1929
Wm. G. Hunderlich
State Engineer
By E. Symmonds
Deputy

15174

4. Description of Ditch, pump, or pipeline: The specifications of the ditch are as follows: depth is 0.5 feet; width at top is 2.5 feet and 1.0 foot wide at bottom; grade is 2.0 feet per 1,000 feet; length is 1,350 feet; and carrying capacity is 0.75 cubic feet per second of time.

5. Source of water (River and tributary): Buck Creek

6. A. Date of initiation of the appropriation: February 20, 1927

B. Date water first applied to beneficial use: Unknown

C. How appropriation was initiated: Map filing #15174, to State of Colorado, showing location and pertinent details

7. Amount of water claimed by diversion in cubic feet per second of time (Indicate whether conditional or absolute):

A. Portion absolute: 0.75 cfs B. Portion conditional: 0 cfs

8. Use or proposed use of the water: Irrigation

9. In case of an irrigation priority, the number of acres being irrigated: 0; the number of acres historically irrigated: unknown; and the number of acres proposed to be irrigated 0 by the decree sought.

10. Remarks: (a) The United States seeks to antedate the adjudication dates of earlier decrees insofar as they, in conjunction with applicable statutes appear or purport to preclude this Court from awarding to the United States its water rights bearing their true priority dates. (b) The filing fees which accompany this application are paid ~~under protest. The United States hereby claims reimbursement thereof~~ on the grounds that filing fees constitute "costs" within the meaning of 43 U.S.C.A., Section 666(a), and as such are not properly taxed against the government in water adjudication proceedings.

JOSEPH DOLAN, UNITED STATES ATTORNEY
HANK MESHORER, Senior Trial Attorney, Dept of Justice

By: _____
Signature of ~~applicant or~~ attorney for applicant, JOHN R. HILL,
1961 Stout Street, Drawer 3607
Denver, Colorado 80294
(303-837-2065)

Name, address and telephone number of attorney for applicant.

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

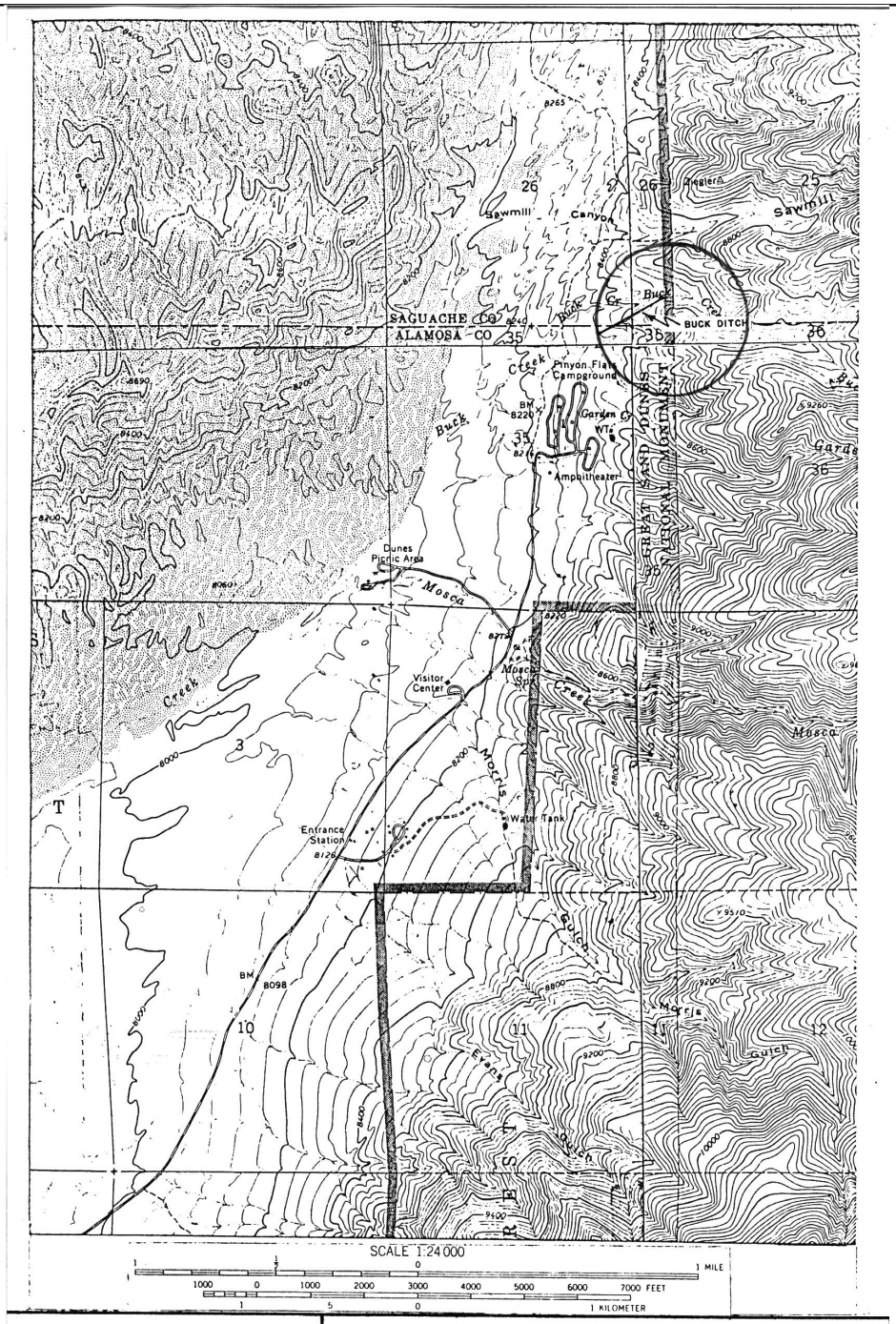
Kenneth R. Ashley, being first duly sworn, upon oath, deposes and says that (s)he has read the foregoing application, knows the contents thereof, and that the same are true.

Kenneth R. Ashley
APPLICANT

Subscribed and sworn to before me this 27th day of June, 1980.

Mary Esther Greendalk
Notary Public

06-02-1980: topographic map of buck ditch, great sand dunes national monument



UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
ROCKY MOUNTAIN REGION
DIVISION OF WATER RESOURCES

NPS-GRSA-6-80-JUNE 2, 1980 W.L.N.

BUCK DITCH
GREAT SAND DUNES NATIONAL MONUMENT

IN THE DISTRICT COURT IN AND FOR WATER DIVISION 3
STATE OF COLORADO

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS
BY THE UNITED STATES

WATER FORM A

IN THE DISTRICT COURT IN AND FOR

WATER DIVISION 3

STATE OF COLORADO

Case No. W-_____

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF

United States of America

APPLICATION FOR WATER RIGHT (Surface)

IN Alamosa COUNTY.

1. Name of applicant: United States of America, c/o John R. Hill, Jr.

Address of applicant: 1961 Stout St., Drawer 3607

Denver, Colorado Zip 80294

Telephone number of applicant: 303-837-2065

2. Name of ditch or other structure: Garden Ditch

3. Legal description of each point of diversion or proposed diversion: The ditch is located within the Great Sand Dunes National Monument as shown on attached map. The headgate is located at a point on the left bank of Placer Creek from which it derives its supply of water whence the north ¼ corner of Section 35, Township 26 south, Range 73 west of the sixth Principal Meridian bears north 12°45' west 1,974 feet.

Amended 4/8/72

4. Description of Ditch, pump, or pipeline: The specifications of the ditch are as follows: depth is 0.5 feet; width at top is 2.66 feet and width at bottom is 1.0 foot; grade is 2 feet per 1,000 feet; length is 400 feet; and carrying capacity is 0.5 cubic feet per second of time.

5. Source of water (River and tributary): Placer Creek

6. A. Date of initiation of the appropriation: April 15, 1929

B. Date water first applied to beneficial use: unknown

C. How appropriation was initiated: Map filing #15149; to State of Colorado, showing location and pertinent details.

7. Amount of water claimed by diversion in cubic feet per second of time (Indicate whether conditional or absolute):

A. Portion absolute: 0.5 cfs B. Portion conditional: 0 cfs

8. Use or proposed use of the water: Irrigation and Domestic

9. In case of an irrigation priority, the number of acres being irrigated: 0; the number of acres historically irrigated: unknown; and the number of acres proposed to be irrigated 0 by the decree sought.

10. Remarks: (a) The United States seeks to antedate the adjudication dates of earlier decrees insofar as they, in conjunction with applicable statutes appear or purport to ~~preclude this Court from awarding to the United States its~~ water rights bearing their true priority dates. (b) The filing fees which accompany this application are paid ~~under protest. The United States hereby claims reimbursement thereof~~ on the grounds that filing fees constitute "costs" within the meaning of 43 U.S.C.A., Section 666(a), and as such are not properly taxed against the government in water adjudication proceedings.

JOSEPH DOLAN, UNITED STATES ATTORNEY
HANK MESHORER, Senior Trial Attorney, Dept of Justice

By: _____
Signature of ~~applicant or~~ attorney for applicant, JOHN R. HILL,
1961 Stout Street, Drawer 3607
Denver, Colorado 80294
(303-837-2065)

Name, address and telephone number of attorney for applicant.

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

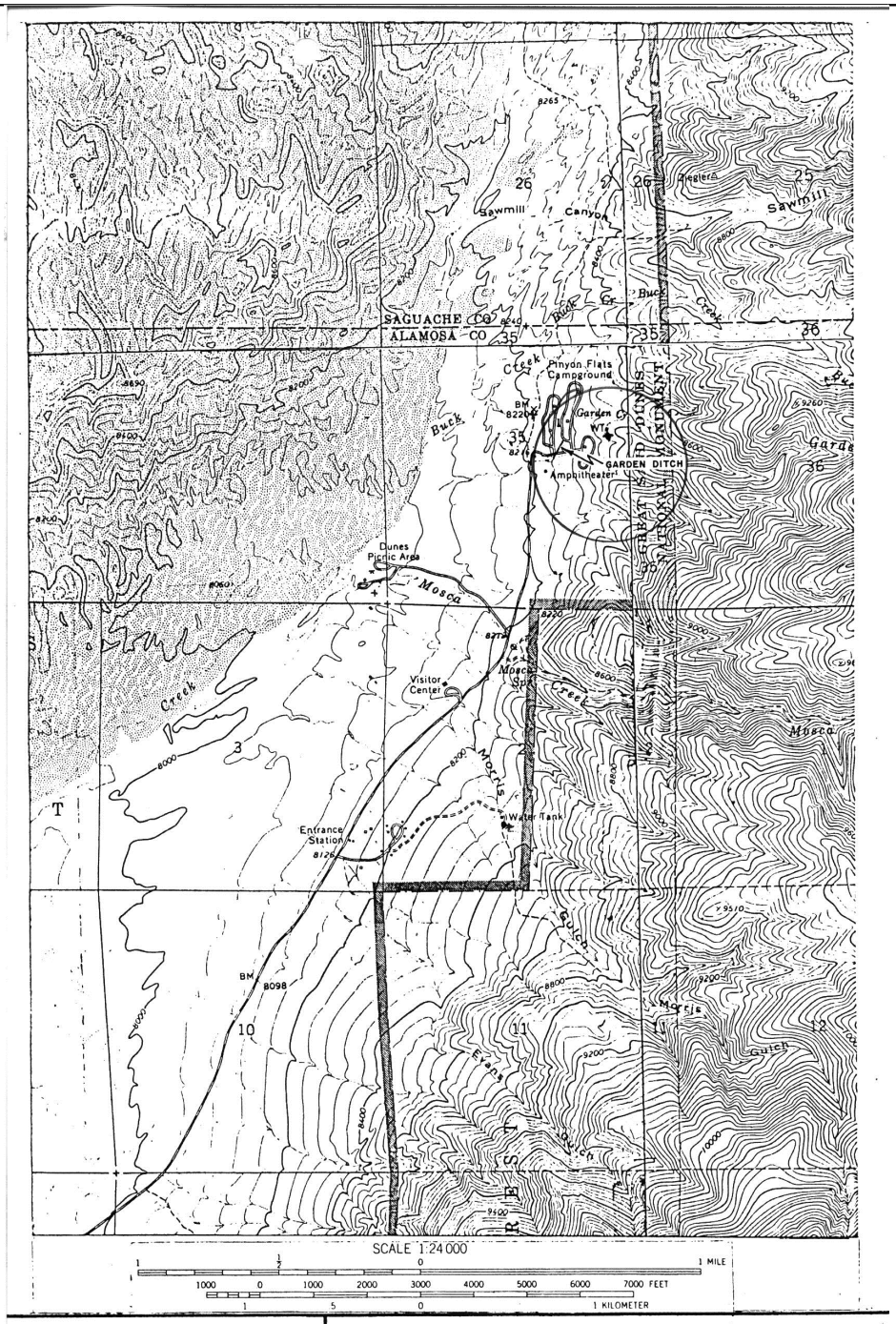
Kenneth R. Ashley, being first duly sworn, upon oath, deposes and says that (s)he has read the foregoing application, knows the contents thereof, and that the same are true.

Kenneth R. Ashley
APPLICANT

Subscribed and sworn to before me this 22nd day of June, 1980.

Mary Esther Greenwald
Notary Public

06-02-1980: topographic map of garden ditch, great sand dunes national monument



UNITED STATES
DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

ROCKY MOUNTAIN REGION
DIVISION OF WATER RESOURCES

NPS - GRSA - 7 - 80 - JUNE 2, 1980 W.L.M.

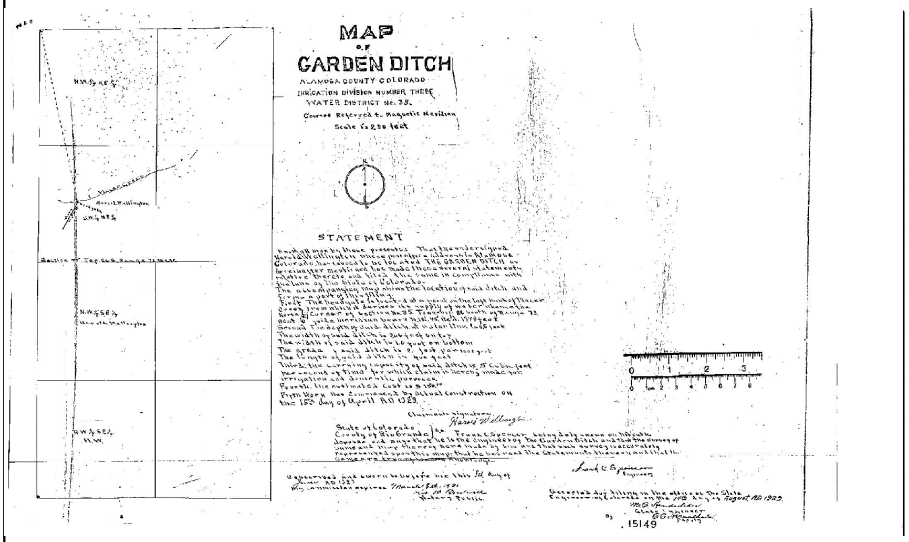
GARDEN DITCH

GREAT SAND DUNES NATIONAL MONUMENT

IN THE DISTRICT COURT IN AND FOR WATER DIVISION 3
STATE OF COLORADO

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS
BY THE UNITED STATES

08-10-1929: map of the garden ditch



MAP
OF
GARDEN DITCH
ALAMOSA COUNTY COLORADO
IRRIGATION DIVISION NUMBER THREE
WATER DISTRICT No. 23.
Source Rio Grande & Navajo Meridian
Scale 4 x 250 feet

STATEMENT

.15149

06-02-1980: memorandum to legal assistant from nps regarding water direction rights-medano river

United States Department of the Interior

NATIONAL PARK SERVICE
Office of the Colorado State Director
P. O. Box 26248
Lakewood, Colorado 80226

IN REPLY REFER TO:
L54

December 18, 1972

Memorandum

To: William L. Mekeel, Legal Assistant, ROMO

From: Colorado State Director

Subject: Water Direction Rights - Medano River

Enclosed are documents relating to water direction rights on the Medano River near Great Sand Dunes National Monument. Superintendent Carrico has contacted the local Water Commissioner and we should hear from him the results of this meeting. We will continue to keep you informed.

J. L. Dunning

Enclosures

GRSA

FILE COPY

RECEIVED AUG 25 1924

DISTRICT COURT RECORD, Thirty-Third Day of March Term, 1914, July 21, 1924.

State of Colorado }
County of Alamosa } ss.

Pleas in the District Court of Alamosa County, State of Colorado, before the Honorable Charles C. Holbrook, Judge of the twelveth Judicial District, of the said State, at a term thereof begun and held at the Court House in Alamosa, in said County, on the second Monday it being the 9th day of March, A.D. One thousand nine hundred and fourteen.

Present-

Honorable Charles C. Holbrook, Judge of the District Court of the 12th Judicial district of the State of Colorado.

James A. McDonald, Esq.
Clerk of said Court.

State of Colorado }
County of Alamosa } ss.

IN THE DISTRICT COURT.

Charles Wolf and John Meyer,

Plaintiffs.

V.

The Medano Springs Ranch Company, George W. Linger substituded as a defendant as successor in title to said, The Medano Springs Ranch Company, F. W. Swanson as Irrigation Division Engineer of Water Division No. 3 in the State of Colorado, and I. V. Janney, Water Commissioner of Water District No. 35 in the State of Colorado.

ORDER

Defendants.

On this 21st day of July, A. D. 1914, Comes George W. Linger, by Goudy, Mitchell and Burkhardt, his Attorneys, and shows to the Court that he has acquired all the interests of the defendant The Medano Springs Ranch Company in this litigation, and makes to be substituted as a defendant herein, as successor in title to said The Medano Springs Ranch Company, and the plaintiffs, appearing by Messrs. John E. Smith and J. G. Schwergert, their attorneys, and consenting to such substitution of defendant,

It is, Therefore, Ordered, Adjudged and Decreed that the said George W. Linger be made party defendant herein as successor in title to said The Medano Springs Ranch Company.

Dated this 21st. day of July, A. D. 1914.

By the Court:-

Chas. C. Holbrook

Judge.

State of Colorado)
) ss.
County of Alamosa)

IN THE DISTRICT COURT.

Charles Wolf, John Meyer,
Emil Schmidt and Ernest Schwab,

Plaintiffs.

V.

The Medano Springs Ranch Company,
George W. Linger substituted as defendant as successor in title to said The Medano Springs Ranch Company, Et Al.

Defendants.

MOTION TO DISMISS

Come now the plaintiffs Emil Schmidt and Ernest Schwab, two of the defendants above named and upon the calling of this case for trial said two named plaintiffs move to dismiss the complaint as to themselves, and the Court being fully advised in the premises, doth order, adjudge and decree that said complaint be dismissed as to said plaintiffs Emil Schmidt and Ernest Schwab with prejudice.

Dated this 21st day of July, 1914

By the Court:-

Chas. C. Holbrook, Judge.

-3-

State of Colorado)
) ss.
Alamosa County)

IN THE DISTRICT COURT

Charles Wolf and John Meyer)
vs.)
The Medano Springs Ranch Company)
George W. Linger, et. al)

On this day July 21st 1914 come the plaintiffs by J. C. Schweigert and John E. Smith their attorneys and show to the Court that F. W. Swanson as Division Engineer of Water Div. No. 1 and I. V. Janney as water commissioner of Water Dist. No. 35 an successors in office to D. V. Jones as superintendant of Irrigation and Max Antencio as Water Commissioner and on motion of plaintiffs it is ordered that said F. W. Swanson as Division Engineer of Water Division No. 1 and I. V. Janney as Water Commissioner of said Water District No. 35 in the State of Colorado be and they are hereby substituted as and made parties defendant in this action as successors in office to and in the place and stead of said D. V. Jones the said former superintendant of irrigation and said Max Artencio such former Water Commissioner and now said substituted defendants enter their appearance herein.

It is further ordered on application of the defendant George W. Linger that he have and is hereby given leave to file an amended answer and cross-complaint and plaintiffs be and are hereby allowed to file reply thereto all of which is now done.

By the Court:-

Chas. C. Holbrook Judge.

State of Colorado)
) ss.
County of Alamosa)

IN THE DISTRICT COURT

Charles Wolf and John Meyer,

Plaintiffs

V

The Medano Springs Ranch Company. DECREE

George W. Linger substituted as a defendant as successor in title to said The Medano Springs Ranch Company. F. W. Swanson as Irrigation Division Engineer of Water Division No. 3 in the State of Colorado and I. V. Janney, Water Commissioner of Water District No. 35 in the State of Colorado.

Defendants

On this 21st day of July, A. D. 1914, come the plaintiffs by John E. Smith and J. G. Schweigert, their attorneys, as well also the defendants, The Medano Springs Ranch Company and George W. Linger, by Goudy Twitchell and Burkhardt, their attorneys; and the defendants F. W. Swanson, Irrigation Division Engineer and I. V. Janney, Water Commissioner, come in their own proper person; and they having heretofore entered their appearance in this cause, and this cause now coming on for final hearing upon the plaintiffs complaint and the amended answer and Cross-Complaint and the replication thereto, and upon the testimony offered, and the Court having heared the testimony, documentary and oral, and the arguments of counsel, and being fully advised in the premises, doth find that heretofore in the case of George H. Adams, Trustee, plaintiff, versus The Medano Ditch Company, a Corporation, Walter V. Houser, David F. Botts, John W. Robinson, Emil Schmidt, Ernest Schwab, Charles J. Moeler, William J. Milsap, Louisa M. Brockman, William T. Frink, and John Meyer, defendants, pending, heard and determined in the District Court of Saguache County, involving the rights of plaintiff as owner of the Los Ojos Ditch and the Hull Ditch, taking water from Big Spring Creek, and of the South Ditch No. 1 and South Ditch No. 2, taking water from Little Spring Creek, and the defendants as owners of the Medano Ditch, taking water from Medano Creek, and in a certain other cause heretofore pending and determined in the District Court of Saguache County, Wherein George H. Adams, as Trustee, was plaintiff, and Joshua B. Hudson, M. Addington, David E. Wilcox, George M. Graham, Joseph M. Murray, C. M. Lincoln, John Meyer, and Timothy M. Hudson were defendants, and in which case were involved the rights of the plaintiff as owner of said ditches from Big Spring Creek and Little Spring Creek, and the right of defendants as owner of the Hudson Ditch, taking water from said Medano Creek, it was found and decreed in each of said cases that Medano Creek, its branches and tributaries, were tributary to and supplied both Big Spring Creek and Little Spring Creek; that the priorities of the plaintiff in said cases decreed to his said ditches taken from said Big Spring Creek and Little Spring Creek were superior and senior to the rights and priorities of the defendants, appurtenant to said Medano Ditch and, said Hudson Ditch, taking water from Medano Creek and its tributaries; that diversion of any portion of the waters of Medano Creek or its tributaries

by said Medano or Hudson Ditches or otherwise between the 15th day of May and the 1st day of October of each year materially deminished the water supply in Big Spring Creek and Little Spring Creek, all of the flow of which two latter named creeks was required to supply the priorities of the ditches of the plaintiff therein, and the said defendants in each of said cases, their officers, agents, employes, heirs, representatives and assigns, were restrained and enjoined from diverting any part or portion of the waters of Medano Creek from its channel or any of its branches or tributaries between the 15th day of May and the 1st day of October of each year; that upon appeal of said cases to the Supreme Court of the State of Colorado, Said decree of said District Court of Saguache County were affirmed, the Supreme Court, however, declaring that the law read into the decree that the inhibitions as to the diversion of water from Medano Creek by said Medano and Hudson Ditches only covers such portion of the period between the dates specified that plaintiff had use for the water for the purposes of irrigation. The Court further finds from the evidence and from the conditions now existing as shown thereby, that John Meyer and Charles Wolf, plaintiffs herein as owners in the Medano Ditch, and John Meyer as owner of the Hudson Ditch, may, without material injury to the rights of the said defendant take and divert water from said Medano Creek, through said Medano and Hudson Ditches to a total amount of not exceeding 15 cubic feet of water per second of time for the period from May 15th to July 15th of each year, and further finds that any diversion during said period from May 15th to July 15th of any greater amount of water from said Medano Creek and its branches or tributaries than said 15 cubic feet per second of time, and that any diversion of any amount of water by said Medano Ditch or Hudson Ditch or by any other ditch or other means from said Medano Creek or its tributaries from July 15th to October 1st would materially injure and affect the rights of the defendant in and to the waters of said Big Spring Creek and Little Spring Creek as aforesaid:

It is, Therefore, Ordered, Adjudged and Decreed that the plaintiffs John Meyer, and Charles Wolf may have and take through the Medano Ditch and the Hudson Ditch from the 15th day of May to the 15th day of July each year not exceeding a total by means of both ditches of fifteen Cubic feet of water per second of time, from said Medano Creek, its branches and tributaries, and that the decree of the District Court of Saguache

County hereinabove described and referred to, be and the same are hereby modified so as to allow such taking, and in all other respects said former decrees of said District Court of Saguache County are hereby re-affirmed as to all parties affected thereby. Said fifteen Cubic Feet of water per second of time may be taken in either of said ditches, or divided so as to take any part of said amount through either of said ditches, but the total amount taken by both of said ditches during said period shall not exceed fifteen cubic feet of water per second of time.

It is further Ordered, Adjudged and Decreed that said plaintiffs, their agents, attorneys, servants, heirs representatives and assigns, and any and all parties claiming or to claim under them or either of them, be and they are hereby severally perpetually enjoined from taking from said Medano Creek or its branches or tributaries, by means of said Medano and Hudson Ditches, or either of them, or by any other means, an amount of water in excess of fifteen cubic feet per second of time between the 15th day of May and the 15th day of July of each year, and are hereby further perpetually enjoined from taking or diverting by means of said ditches or by any other means, directly or indirectly, any of the waters of said Medano Creek, its branches or tributaries, between the 15th day of July and the 1st day of October each year.

It is further Ordered, Adjudged and Decreed that the defendant George W. Linger, his agents, attorneys, servants, heirs, representatives and assigns, and all persons claiming or to claim under him, be and they are hereby perpetually enjoined from interferring with the taking of said fifteen cubic feet of water per second of time by said John Meyer and Charles Wolf, their heirs and assigns, for and during the period of time from May 15th to July 15th in each year hereafter.

It is Further Ordered, Adjudged and Decreed that said defendant-the Irrigation Division Engineer and said defendant Water Commissioner and their successors in office, are enjoined to give due regard and observance to this decree, in connection with all former decrees, in the distributim of the waters in said Irrigation District No. 35.

It is Further Ordered that each party hereto shall pay the costs incurred by them respectively.

Done this 21st day of July, A . D. 1914.

By the Court:-

Chas. C. Holbrook, Judge.

15th day of May and the 15th day of July of each year, and are hereby further perpetually enjoined from taking or diverting by means of said

Form 205. CERTIFICATE OF COPY.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

STATE OF COLORADO, } ss.
Alamosa County.

I, James P. Orlando Clerk of the District Court of Alamosa County, in the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of the order, motion to dismiss complaint and decree in a certain cause pending in said Court, on the side thereof, wherein

Charles Wolf and John Meyer are Plaintiffs and

the Medano Springs Ranch Co., Wm. W. Winger et al are Defendants.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Court, at Alamosa this 2nd day of May A. D. 1929.

James P. Orlando, Clerk

Grist Sand Dunes
Docket 1
Part I

District Court Record

Book No. 1 Page 149.

State of Colorado)
County of Alamosa) ss.

Pleas in the District Court of Alamosa County, State of Colorado, before the Honorable Charles C. Holbrook, Judge of the Twelveth Judicial District of the said state, at a term thereof begun and held at the Court House in Alamosa, in said County, on the second Monday it being the 9th day of March, A. D. one thousand nine hundred and fourteen.

Present—

Honorable Charles C. Holbrook, Judge of the District Court of the 12th Judicial District of the State of Colorado.

James A. McDonald Esq.

Clerk of said Court.

Stata of Colorado)
County of Alamosa) ss.

IN THE DISTRICT COURT

Charles Wolf and John Meyer,

Plaintiffs.

V.

The Medano Springs Ranch Company, George W. Linger substituded as a defendant as successor in title to said The Medano Springs Ranch Company, F. W. Swanson as Irrigation Division Engineer of Water Division No. 3 in the State of Colorado, and I. V. Jannay Water Commissioner of Water District No. 35 in the State of Colorado.

ORDER

Defendants.

On this 21st day of July, A. D. 1914, Comes George W. Linger, by Goudy, Twitchell and Burkhardt, his attorneys, and shows to the Court that he has acquired all the interests of the defendant The Medano Springs Ranch Company in this litigation, and asks to be substituted as a defendant herein, as successor in title to said The Medano Springs Ranch Company and the plaintiffs, appearing by Messrs. John E. Smith and J. C. Schaffner their attorneys, and consenting to such substitution of defendant.

153 A

It is, Therefore, Ordered, Adjudged and Decreed that the said George W. Linger be made party defendant herein as successor in title to said The Medano Springs Ranch Company.

Dated this 21st day of July, A. D. 1914.

By the Court:-

Charles C. Holbrook,

Judge.

State of Colorado)
) ss.
County of Alamosa)

IN THE DISTRICT COURT.

Charles Wolf, John Meyer,
Emil Schmidt and Ernest Schwab

Plaintiffs.

V.

The Medano Springs Ranch Company, George W. Linger substituted as defendant as successor in title to said The Medano Springs Ranch Company, Et al.

Motion to Dismiss.

Defendants.

Come now the plaintiffs Emil Schmidt and Ernest Schwab, two of the defendants above named and upon the calling of this case for trial said two named plaintiffs move to dismiss the complaint as to themselves, and the Court, being fully advised in the premises, doth order adjudge and decree that said complaint be dismissed as to said plaintiffs Emil Schmidt and Ernest Schwab with prejudice.

Dated this 21st day of July, 1914.

By the Court:-

Charles C. Holbrook, Judge.

State of Colorado)
) ss.
Alamosa County)

IN THE DISTRICT COURT.

Charles Wolf and John Meyer)
vs.)
The Medano Springs Ranch Company)
George W. Linger, et al.)

On this day July 21st, 1914 come the plaintiffs by J. C. Schweigert and John E. Smith their attorneys and show to the Court that and I. V. Jannay as water Commissioner of water Dist. No. 25 F. W. Swanson as Division Engineer of Water Div. No. 7 and successors in office to D. S. Jones as superintendant of Irrigation and Max Ar[illegible]

as water commissioner and on motion of plaintiffs it is ordered that said F. W. Swanson as Division Engineer of Water Division No. 1 and I. V. Janney as Water Commissioner of said Water District No. 35 in the State of Colorado be and they are hereby substituted as and made parties defendant in this action as successors in office to and in the place and stead of said D. S. Jones the said former superintendant of irrigation and said Max Arctencio such former Water Commissioner and now said substituted defendants enter their appearance herein.

It is further ordered on application of the defendant, George W. Linger that he have and is hereby given leave to file an amended answer and cross complaint and plaintiffs be and are hereby allowed to file reply thereto all of which is now done.

By the Court:-

Chas. C. Holbrook, Judge.

State of Colorado)
) ss.
County of Alamosa)

IN THE DISTRICT COURT

Charles Wolf and John Meyer

Plaintiffs.

V.

The Medano Springs Ranch Company, George W. Linger substituted as a defendant as successor in title to said The Medano Springs Ranch Company, F. W. Swanson as Irrigation Division Engineer of Water Division No. 3 in the State of Colorado and I. V. Janney, Water Commissioner of Water District No. 35 in the State of Colorado.

Defendants.

DECREE

On this 21st day of July, A. D. 1914, come the plaintiffs by John E. Smith and J. G. Schweigert, their Attorneys, as well also the defendants, The Medano Springs Ranch Company and George W. Linger, by Goudy, Twitchell and Burkhardt, their attorneys; and the defendants F. W. Swanson, Irrigation Division Engineer, and I. V. Janney, Water Commissioner, come in their own proper person; and they having heretofore entered their appearance in this cause, and this cause now coming on for final hearing upon the plaintiffs complaint and the amended answer and cross- complaint and the replication thereto, and upon the testimony offered, and the Court having heared the testimony, documentary and oral, and the arguments of counsel, and being fully advised in the premises, doth find that heretofore

in the case of George H. Adams, Trustee, plaintiff, versus The Medano Ditch Company, a Corporation, Walter V. Houser, David F. Bolts, John W. Robinson, Emil Schmidt, Ernest Schwab, Charles J. Moeler, William J. Milsap, Louisa M. Brockman, William T. Frink, and John Meyer, defends pending, heard and determined in the District Court of Saguache County, involving the rights of plaintiff as owner of the Los Ojos Ditch and the Hull Ditch, taking water from Big Spring Creek, and of the South Ditch No. 1 and South Ditch No. 2, taking water from Little Spring Creek, and the defendants as owners of the Medano Ditch, taking water from Medano Creek, and in a certain other cause heretofore pending and determined in the District Court of Saguache County, Wherein George H. Adams, as Trustee was plaintiff, and Joshua B. Hudson, M. Addington, David E. Wilcox, George M. Graham, Joseph M. Murray, C. M. Lincoln, John Meyer, and Timothy M. Hudson were defendants, and in which case were involved the rights of the plaintiff as owner of said ditches from Big Spring Creek and Little Spring Creek, and the rights of defendants as owner of the Hudson Ditch , taking water from said Medano Creek, it was found and decreed in each of said cases that Medano Creek, its branches and tributaries, were tributary to and supplied both Big Spring Creek and Litt Spring Creek; that the priorities of the plaintiff in said cases decreed to his said ditches taken from said Big Spring Creek and Little Spring Creek were superior and senior to the rights and priorities of the defendants, appurtenant to said Medano Ditch and said Hudson Ditch, taking water from Medano Creek and its tributaries; that the diversion of any portion of the waters of Medano Creek or its tributaries by said Medano or Hudson Ditches or otherwise between the 15th day of May and the 1st day of October of each year materially diminished the water supply in Big Spring Creek and Little Spring Creek, all of the flow of which two latter named creeks was required to supply the priorities of the ditches of the plaintiff therein, and the said defendants in each of said cases, their officers, agents, employes, heirs, representatives and assigns, were restrained and enjoined from diverting and part or portion of the wafers of Medano Creek from its channel or any of its branches or tributaries between the 15th da yof May and the 1st day of October of each yeary that upon appeal of said cases to the Supreme Court of the State of Colorado, said decree of said District Court of Saguache County were

affirmed, the Supreme Court however, declaring that the law read into the decree that the inhibitions as to the diversion of water from Medano Creek by said Medano and Hudson Ditches only covers such portion of the period between the dates specified that plaintiff had use for the water for the purposes of irrigation. The Court further finds from the evidence and from the conditions now existing as shown thereby, that John Meyer and Charles Wolf, plaintiffs herein, as owners in the Medano Ditch, and John Meyer as owner of the Hudson Ditch, may, without material injury to the rights of the said defendant take and divert water from said Medano Creek through said Medano and Hudson Ditches to a total amount of not exceeding 15 cubic feet of water per second of time for the period from May 15th to July 15th of each year, and further finds that any diversion during said period from May 15th to July 15th of any greater amount of water from said Medano Creek and its branches or tributaries than said 15 cubic feet per second of time, and that any diversion of any amount of water by said Medano Ditch or Hudson Ditch or by any other ditch or other means from said Medano Creek or its tributaries from July 15th to October 1st would materially injure and affect the rights of the defendant in and to the waters of said Big Spring Creek and Little Spring Creek as aforesaid.

It is, Therefore, Ordered, Adjudged and Decreed that the plaintiffs John Meyer, and Charles Wolf may have and take through the Medano Ditch and the Hudson Ditch from the 15th day of May to the 15th day of July each year not exceeding a total by means of both ditches of fifteen cubic feet of water per second of time from said Medano Creek, its branches and tributaries, and that the decrees of the District Court of Saguache County hereinabove described and referred to, be and the same are hereby modified so as to allow such taking, and in all other respects said former decrees of said District Court of Saguache County are hereby re-affirmed as to all parties affected thereby, said fifteen cubic feet of water per second of time may be taken in either of said ditches, or divided so as to take any part of said amount through either of said ditches but the total amount taken by both of said ditches during said period shall not exceed fifteen cubic feet of water per second of time.

It is further Ordered, Adjudged and Decreed that said plaintiffs, their agents, attorneys, servants, heirs representatives and assigns, and

KF

any and all parties claiming or to claim under them or either of them, be and they are hereby severally perpetually enjoined from taking from said Medano Creek or its branches or tributaries, by means of said Medano and Hudson Ditches, or either of them, or by any other means, an amount of water in excess of fifteen cubic feet per second of time between the 15th day of May and the 15th day of July of each year, and are hereby further perpetually enjoined from taking or diverting by means of said ditches or by any other means, directly or indirectly, any of the waters of said Medano Creek, its branches or tributaries, between the 15th day of July and the 1st day of October each year.

It is further, Ordered, Adjudged and Decreed that the defendant George W. Linger, his agents, attorneys, servants, heirs representatives and assigns, and all persons claiming or to claim under him, be and they are hereby perpetually enjoined from interferring with the taking of said fifteen cubic feet of water per second of time by said John Meyer and Charles Wolf, their heirs and assigns, for and during the period of time from May 15th to July 15th in each year hereafter.

It is Further Ordered, Adjudged and Decreed that said defendant the Irrigation Division Engineer and said defendant Water Commissioner, and their successors in office, are enjoined to give due regard and observance to this decree, in connection with all former decrees, in the distribution of the waters in said Irrigation District No. 35

It is Further Ordered that each party hereto shall pay the costs incurred by them respectively.

Done this 21st day of July, A. D. 1914.

By the Court:-

Chas. C. Holbrook

Judge.

Filed Oct 9th 1928
Colorado
Irrigation Division Engineer
Div 3

158

11-03-1986: memorandum to superintendent from chief, water rights branch regarding request for information regarding inholder's

Larson pml

Owen Williams opw

November 3, 1986

L54 (479)
RMR/GRSA water rights
X Docket - GRSA Extra Deeds

Memorandum

To: Superintendent
Great Sand Dunes NM

From: Acting Chief, Water Rights Branch
Water Resources Division

Subject: Request for information regarding inholder's possible water rights on 20 acres within Great Sand Dunes NM

In response to your telephone request of October 24, the Water Rights Branch staff searched docket files for Great Sand Dunes NM to locate information regarding possible water rights held by an inholder -- Ronald Jousma. In the telephone request you provided legal descriptions of property in Section 23, Township 26S, Range 73W comprising 20 acres. You expressed concern with Jousma's development of a water system without approval of the U.S. Government because the property is located within the Great Sand Dunes NM.

The search of docket files only provided information regarding property in Section 11, Township 26S, Range 73W. Our files revealed a copy of a General Warranty Deed in which Ronald and Marcia Jousma conveyed the land described (including water and water rights) to the United States of America for the sum of $6,500. The deed allowed the Jousmas the right to use a road passing through the land for "residential noncommercial purposes of ingress and egress in connecion with the remaining use and occupany (sic) of the 20-acre cabin sites." In the deed it specifies that no improvements are to be made on the land without prior approval of the Superintendent of the Great Sand Dunes NM. I've attached a copy of the deed for your reference.

Unfortunately that is all the information we were able to locate. As Pat Larson discussed with Barbara Irwin, October 24, we recommended your staff contact the Rocky Mountain Region Lands Division. We hope Dick Young and his staff have been able to assist you further.

Please contact Pat Larson of my staff if you have questions or if we can assist you in any other way.

Owen Williams
Owen R. Williams

Attachment

cc: Ron Hermance, RMR-ME
Scott Brown, WRD-WRB
PNP:PLarson:pml:11/3/86:221-5341

07-14-1978: general warranty deed no. 11, tract no. 01-120 great sand dunes national monument

Reception # [illegible] Recorded July 17, 1978 at 1:25 P.M.
Book 379 Page 15 Bill Bond, Saguache County Clerk and Recorder

GENERAL WARRANTY DEED

Tract No. 01-120
Great Sand Dunes
National Monument

This deed, made this 14th day of July, 1978, between Ronald Jousma and Marcia Jousma, husband and wife, hereinafter referred to as the Grantors, and the United States of America, hereinafter referred to as the Grantee, whose address is: U. S. Department of the Interior, National Park Service, 655 Parfet Street, P. O. Box 25287, Denver, Colorado 80225.

State Documentary Fee
Date JULY 17,1978
$ .65 ea

WITNESSETH

That in consideration of the sum of SIX THOUSAND FIVE HUNDRED DOLLARS ($6,500.00), the receipt and sufficiency of which are hereby acknowledged, the said Grantors do hereby grant, bargain, sell and convey unto the Grantee and its assigns all of that certain tract or parcel of land lying and situate in the County of Saguache, State of Colorado, together with all of the improvements thereon, being more particularly described as follows:

The twenty-five year reservation in the Deed from Ronald Jousma and Marcia Jousma to the U. S. A. as recorded in Book 358 at Page 871 of the records of Saguache County, Colorado, and specifically described as follows:

The Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section Eleven (11), Township Twenty-Six (26) South, Range Seventy-Three (73) West (refer to Parcel 1, Page 4, of the attached Exhibit "A") to be used for commercial residential purposes as described below. Vendor may erect a building, outhouse or restroom upon the above described parcel, no larger than 250 square feet. Construction plans and location must have prior approval of the Superintendent of the Great Sand Dunes National Monument. Vendor may at all times use the jeep road as designated on Exhibit "A" by the dark dotted lines extending from Parcel 1 through the parcel designated 01-104, for purposes of ingress and egress for Vendor's vehicles, or for vehicles belonging to corporations in which the Vendor is a stockholder which are directly related to recreational and scenic trips in and through this area for commercial purposes. Vendor shall further have the right to maintain the aforementioned existing road so that the same is passable at all times during its commercial use, but that any change of the existing roadway shall have prior approval of the Superintendent of the Great Sand Dunes National Monument. The primary purpose of Parcel 1 shall be for commercial vehicle turn-around purposes associated with recreation and scenic trips.

Together with Grantors' right, title and interest in and to any and all water and water rights, ditches and ditch rights appurtenant to this property.

SUBJECT, however, to existing easements for public roads and highways,

RECEPTION NO. 225579
BOOK 379 PAGE 157

public utilities, railroads and pipelines.

RESERVING unto the Grantors the right to use the jeep road for resisential noncommercial purposes of ingress and egress in connection with the remaining use and occupany of the 20-acre cabin sites.

All of the foregoing described property is being acquired for the Department of the Interior, National Park Service.

IN CONSIDERATION of the above sum stated, the Grantors do hereby release and quitclaim to the Grantee and its assigns all right, title and interest of the Grantors in and to any streams, alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land.

TO HAVE AND TO HOLD the said land together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Grantee and its assigns forever.

AND the said Grantors, for their heirs, executors, administrators, and assigns, shall and will warrant generally and forever defend quiet and peaceable possession of the foregoing described land with all and singular the rights and privileges belonging unto the said Grantee and its assigns against the Grantors and against every other person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this 14th day of July, 1978.

Ronald Jousma

Ronald Jousma

Marcia Jousma

Marcia Jousma

RECEPTION No. 225579
BOOK 379 PAGE 158

STATE OF COLORADO

COUNTY OF SAGUACHE

On this 14th day of July, 1978, before me,

Joyce M. Bodley, the undersigned officer,

personally appeared Ronald Jousma, a married man,

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained.

Witness my hand and official seal.

My commission expires: December 4, 1980

Joyce M. Bodley
Notary Public

STATE OF [illegible]

COUNTY OF [illegible]

On this [illegible] day of [illegible], 1978, before me,

[illegible], the undersigned officer,

personally appeared Marcia Jousma, a married woman,

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Rosalie Mannes
Notary Public
ROSALIE MANNES
Notary Public, Allegan County, Mich.
My Commission Expires March 4, 1980

My commission expires:

04-24-1946: release or mortgage: no. 91734; first national bank

NO. 91734 *
GRANTOR: *
First National *
Bank *
GRANTEE: *
Linger, H. K. *
et al *
****

RELEASE OR MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, Howard K. Linger, Lyman G. Linger and Margaret Linger Lewis, of Alamosa County, State of Colorado, and Albert L. Linger, of the City and County of Denver, State of Colorado, by their certain Mortgage Deed, dated the 31st day August, A. D. 1938, filed for record in the office of the County Clerk and recorder of the County of Alamosa, in the State of Colorado, on the 6th day of September, A.D. 1938, and duly recorded in Book 79 of the records in said office at Page 140, did grant, bargain, sell and convey unto The First National Bank of Denver, of the City and County of Denver and State of Colorado, certain real estate in said Mortgage Deed described to secure the payment of that certain promissory note, with interest and charges thereon as in said Mortgage Deed and note mentioned; and

WHEREAS, said Mortgage Deed and note have not been assigned; and

WHEREAS, the said Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger have paid and fully satisfied said note, together with all interest and charges thereon, according to its tenor;

NOW THEREFORE, In consideration of the premises and in the further consideration of the sum of One Dollar in hand paid by the said Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger, the receipt whereof is hereby acknowledged, the said The First National Bank of Denver does hereby remise, release and forever quit claim unto them, the said Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger, and their heirs and assigns forever, all the right title and interest which it has by virtue of said Mortgage Deed in and to said real estate, ditch and water rights and priorities, appurtenant thereto or used in connection with said lands in said Mortgage Deed particularly discribed, reference to which is hereby made for greater certainty;

TO HAVE AND TO HOLD the Same, Together with all and singular the privileges and appurtenances unto the said Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger, their heirs and assigns forever. And further, that the said Mortgage Deed is, by these presents, to be considered and is fully and absolutely released and canceled and forever discharged.

IN WITNESS WHEREOF, The First National Bank of Denver, has caused its corporate name to be hereunto subscribed by its Vice-President and its corporate seal to be hereunto affixed, attested by its Cashier, this 24th day of April, A. D. 1946.

THE FIRST NATIONAL BANK OF DENVER

(SEAL)

By J. B. Welborn
Vice-President

STATE OF COLORADO,)
)ss.
County of Alamosa.)

I C. E. STORMS , County Clerk and Recorder in and for said County and State, do hereby certify that the within and foregoing is a full, true and correct copy of Release of Mortgage, First National Bank of Denver to H. K. Linger, et al.

No. 91734 as it appears of record in my office in Book 96 at page 173.

Witness my hand and official seal at Alamosa, Colo. this 20th day of Nov. 1948.

Issued to

C. E. Storms
County Clerk and Recorder,
Alamosa County, Colorado.

No. 873 Fee 1.40

By Elizabeth L. Meehan, Deputy.

NO. 91734 *
GRANTOR: *
First National *
Bank *
GRANTEE: *
Linger, H. K. *
et al *
****

RELEASE OR MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, Howard K. Linger, Lyman G. Linger and Margaret Linger Lewis, of Alamosa County, State of Colorado, and Albert L. Linger, of the City and County of Denver, State of Colorado, by their certain Mortgage Deed, dated the 31st day August, A. D. 1938, filed for record in the office of the County Clerk and recorder of the County of Alamosa, in the State of Colorado, on the 6th day of September, A.D. 1938, and duly recorded in Book 79 of the records in said office at Page 140, did grant, bargain, sell and convey unto The First National Bank of Denver, of the City and County of Denver and State of Colorado, certain real estate in said Mortgage Deed described to secure the payment of that certain promissory note, with interest and charges thereon as in said Mortgage Deed and note mentioned; and

WHEREAS, said Mortgage Deed and note have not been assigned; and

WHEREAS, the said Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger have paid and fully satisfied said note, together with all interest and charges thereon, according to its tenor;

NOW THEREFORE, In consideration of the premises and in the further consideration of the sum of One Dollar in hand paid by the said Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger, the receipt whereof is hereby acknowledged, the said The First National Bank of Denver does hereby remise, release and forever quit claim unto them, the said Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger, and their heirs and assigns forever, all the right title and interest which it has by virtue of said Mortgage Deed in and to said real estate, ditch and water rights and priorities, appurtenant thereto or used in connection with said lands in said Mortgage Deed particularly discribed, reference to which is hereby made for greater certainty;

TO HAVE AND TO HOLD the Same, Together with all and singular the privileges and appurtenances unto the said Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger, their heirs and assigns forever. And further, that the said Mortgage Deed is, by these presents, to be considered and is fully and absolutely released and canceled and forever discharged.

IN WITNESS WHEREOF, The First National Bank of Denver, has caused its corporate name to be hereunto subscribed by its Vice-President and its corporate seal to be hereunto affixed, attested by its Cashier, this 24th day of April, A. D. 1946.

THE FIRST NATIONAL BANK OF DENVER

(SEAL)

By J. B. Welborn
Vice-President

J. F. Dawson
Cashier

STATE OF COLORADO)
)SS
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th, day of April, 1946. by J. B. Welborn as Vice President and J. F. Dawson as Cashier of The First National Bank of Denver, a corporation who severally acknowledged: That the seal affixed to the foregoing release is the corporate seal of said corporation, and was affixed thereto by authority of the Board of Directors of said corporation, that the corporate name was subscribed thereto by like authority and that they signed sealed and delivered said corporation for the uses and purposes therein set forth.

(SEAL)

My commission expires MY COMMISSION EXPIRES MAY 3, 1948
Witness my hand and official seal this 24th day of April, 1946

Marjorie A. Hawkins
Notary Public

Filed for record the 22 day of September 1947 A.D. at 8:00 o'clock A.M.
C. E. Storms Recorder

Genevieve Wolfe Deputy

08-15-1941: letter to solicitor from nps regarding title re-examined and found to be satisfactory

DEPARTMENT OF THE INTERIOR
Office of the Solicitor

Title re-examined and found to be satisfactory.

For the Solicitor,

Assistant Solicitor.

DEPARTMENT OF THE INTERIOR
Office of the Secretary

AUG 15 1941

Title accepted as recommended.

Under Secretary.

4

05-19-1941: deed no. 932

Recorded at ..... o'clock ..... M.
Reception No. ..... Recorder.

This Deed, Made this 19th day of May in the year of our Lord one thousand nine hundred and FORTY-ONE between HOWARD K. LINGER, LYMAN G. LINGER, MARGARET LINGER LEWIS of the County of Alamosa and State of Colorado, and ALBERT L. LINGER of the City and County of Denver and State of Colorado, of the first part, and

UNITED STATES OF AMERICA
of the County of and State of Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of SIX THOUSAND AND NO/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 party of the second part, & its heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Alamosa and State of Colorado, to-wit:

The South Half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section Thirty-five in Township Twenty-six South, Range Seventy-three West of the Sixth Principal Meridian;
Also, the Northwest Quarter and the North Half of the Southwest Quarter of Section Two; and the East Half of the Northeast Quarter of Section Three in Township Twenty-seven South, Range Seventy-three West of the Sixth Principal Meridian; together with all water and water rights in and to the Mosca Pass Spring and the Morris Gulch Spring, which natural springs are located on the above described property, and both of which are tributary to Mosca Creek which is tributary to Medano Creek,

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

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



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

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

Signed, Sealed and Delivered in the Presence of

Howard K. Linger [SEAL]
Lyman G. Linger [SEAL]
Margaret Linger Lewis [SEAL]
Albert L. Linger (SEAL)

STATE OF COLORADO,
County of Alamosa } ss.

The foregoing instrument was acknowledged before me this 19th day of May A. D. 19 41, by Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger.
My commission expires , 19 . Witness my hand and official seal.

C. W. VanFleet
Notary Public
County Clerk

No. 932. WARRANTY DEED—For Photographic Record.—The Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, Denver.

COMPARED INDEXED

No. 75347

WARRANTY DEED

TO

STATE OF COLORADO,
County of ALAMOSA } ss.

I hereby certify that this instrument was filed for record in my office this day of JUL 18 1941, A. D. 19..., 4:09 o'clock P. M., and duly recorded in Book 84 Page 97

Recorder.

By Deputy.

Fees, $2.30

5/38 THE BRADFORD-ROBINSON PTG. CO., DENVER

H. D. Langer
Langer

06-26-1941: letter to secretary from nps regarding title data relating to land and certain water rights within great sand dunes nation

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON

M. 31349. JUN 26 1941

The Honorable

The Secretary of the Interior.

My dear Mr. Secretary:

In accordance with the request from the National Park Service an examination has been made of the title data relating to 480 acres of land, more or less, together with certain water rights within the Great Sand Dunes National Monument in Alamosa County, Colorado. This land is to be acquired for a consideration of $6,000 in accordance with contract No. I-1p-16888, approved June 29, 1940, by authority of the act of June 18, 1940 (Public No. 68, 76th Cong.).

The land and water rights are described in the enclosed executed deed from Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger to the United States of America, which is satisfactory in form, except as hereinafter noted.

The abstract, consisting of 245 pages, was last certified on March 22, 1941, by the Alamosa Abstract Company, Inc.

The abstract and accompanying data disclose the title to be vested in Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger, subject to:

1. All taxes and assessments which are liens at the time of passing of title. If the taxes are liens by State statute but are not ascertainable, adequate provision should be made for the payment of such taxes by withholding from the purchase price a sufficient sum to secure the payment of such taxes.

2. Rights, if any, that may be ascertained by an inspection of the premises. The customary departmental report on possessory rights based on an inspection of the premises and inquiry as of the date of the recording of the deed to the United States must be submitted. Special attention should be given in this report to persons in possession, roads, easements, or rights-of-way that may affect the land, and any improvements or repairs made on the premises for which mechanics' liens may be claimed, although not of record. Any claims or rights adversely affecting the land should be submitted to me for further consideration.

3. Reservations of rights in Federal patents. The patent from the United States at pages 4, 12 and 24 of the abstract contains the usual reservations by the United States of rights-of-way for ditches, canals and easements in third persons of vested and accrued water rights. In this connection, at pages 116, 127, 138, 142 and 144 of the abstract reference is made to certain placer mining claim certificates. It should be ascertained by the National Park Service whether there are

any outstanding easements in connection with vested and accrued water rights from an inspection of the land. Should such easements exist it should be administratively determined that they will not interfere with the contemplated use of the land.

4. The deed to the United States must be amended to show the date of its execution by the vendors.

Only when the foregoing requirements and objections have been met, the enclosed warranty deed from Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger to the United States, properly stamped, has been recorded, the abstract has been continued and certified to a date subsequent to the recordation of the deed, disclosing that nothing has occurred since the date of the present certificate to affect the title adversely, and showing the vesting of a valid title in the United States of America, the title will be approved and the deed accepted.

Should it be ascertained that there are any outstanding rights or claims adversely affecting the land, not referred to in this opinion and which have not been properly met, this opinion and the related data should be referred to me for further consideration.

The deed, abstract and related papers are returned for further action in accordance with this opinion.

Respectfully,

JUN 26 1941

Approved:

For the Solicitor,

Assistant Solicitor.

Acting Assistant Secretary.

Copy

ABSTRACT OF TITLE

TO

page No. 1
entry No. 1

The Southeast quarter of the Northwest quarter (SE¼NW¼), the Northeast quarter of the Southwest quarter (NE¼SW¼), and the South half of the Southwest quarter (S½SW¼), of Section Thirty-five (35), Township Twenty-six (26) South, and Lots Three (3) and Four (4) and the South half of the Northwest quarter (S½NW¼) and the North half of the Southwest quarter (N½SW¼) of Section Two (2), and Lot One (1) and the Southeast quarter of the Northeast quarter (SE¼NE¼) of Section Three (3), Township Twenty-seven (27) South, all in Range Seventy-three (73) West of the Sixth Principal Meridian.

(Map inserted -Alamosa County, Colorado.)

page 2
entry 2

Plat of Sections 34 & 35 Township 26 S., Range 73 W., 6th P. M., and Sections 2 and 3, Township 27 S. Range 73 W. 6th P. M.

page 3,
entry 3

The United States of America
to
Charles F. Holly, Junior

page 4
entry 4

Patent
Dated July 23rd, 1887
Filed: Sept. 16th, 1887
Consideration: -----
Recorded: Book 7 Page 173
Costilla County Records

CONVEYS: The North half of the Northwest quarter of Section Two and the East half of the Northeast quarter of Section three in Township Twenty seven, South of Range Seventy Three, West of the Sixth principal Meridian, in Colorado, containing One hundred and Sixty acres, and eighty five hundredths of an acre, according to the official plat of the Survey of the said land returned to the General Land Office by the Surveyor General, subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches, and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate, or intersect the premises hereby granted as provided by law.

Page 5

By the President, Grover Cleveland
By M. McKean, Secretary
Robert W. Ross, Recorder of the General Land Office.
(Seal)

page 6
entry 5

Charles F. Holly
to
Elbert L. Wakeman
New York County, New York

Warranty Deed
Dated October 10, 1885
Filed: January 2, 1885
Consideration: $1000
Recorded: Book B Page 105
Costilla County Records

CONVEYS: The North half of the North West quarter of Section two (2) and the East half of the North East quarter of Section three (3) in Township Twenty seven (27) South of range twelve (12) West, and the West half of the North East quarter of Section Thirty five (35) in Township Twenty Six (26) South of range seventy three West. Also the South half of South West quarter and North East quarter of the South West quarter and the South East quarter of the North West quarter of Section thirty five (35) Township twenty six (26) South of range seventy three (73) West.

ACKNOWLEDGED: October 10, 1885, by Charles F. Holly, before Charles Nettleton, Commissioner for the State of Colorado in New York County and City, State of New York. (Seal)

Reception No. 73905, Filed for record Mar. 6, 1941, page 7
Alamosa County Records, Recorded in Book 83 P. 449 entry 6

At a session of the County Court of Costilla County for probate business at the court house at San Luis Colo. on June 27, 1887 the following proceedings were had and done. Present: Hon. Henry Lee County Judge
Wm. Carson -Sheriff
Charles John Clerk

IN THE MATTER OF THE STATE)
OF CHARLES F. HOLLY, JR.)
DECEASED) PETITION FOR SALE OF THE REAL ESTATE.

This cause coming on this day to be heard upon the petition, proofs and exhibits, The Court finds that the Defendant Chas. F. Holly Jr. has been duly served with process in accordance with the provisions of the Statute and that set forth in the petition, the personal estate of the deceased is insufficient to pay the claims allowed by the court against the said estate and the fees and costs of the probating of the same; it is necessary to sell the real estate in said petition described and all thereof of the said Chas F. Holly, Jr. deceased.

And it further appearing to the satisfaction of the court, that the said Administrator has heretofore made returned into court an inventory of the real estate of the said deceased and that has heretofore in accordance with law and caused the said real estate to be appraised in the manner required by law

page 8

as appears from retum of said appraisement into court and from other evidence before the court.

It is therefore ordered and adjudged by the Court that Nathaniel Nathan, Administrator as aforesaid, advertise and sell at public vendue on the premises, after due and legal advertisement for a period of twenty days, by posting at three of the most public places in this said County all the right, title and interest in and to the lands in the said petition mentioned and described, to-wit:

The N½NW¼ Sec. 2 & E½NE¼ 3 in Township 27 S. of Range 73 west containing 160.85 acres situate and being in the County of Costilla and State of Colorado, and the W½ of the NE¼ of Sec. 35 Township 26 S. of range 73 W. and the South ½ of the SW¼ and NE¼ of SW¼ and SE¼ of NW¼ of Sec. 35 Township 26 S of Range 73 west. All in the State of Colorado

aforesaid, for cash in hand paid and that the said Nathaniel Nathan, Administrator as aforesaid make and return of his acts and doings in the premises of this court.

Provided however that said lands shall not be sold for less than $300.00 that appraised value thereof as heretofore reported into court by appraisement by returned and filed, and that he report into court the sale of said lands as required by law.

Whereupon the Court Adjourned.

Attest: Charles John. Clerk. Henry Lee, Judge

Page 9

At a session of the County Court of Costilla County for probate business at the Court house at San Luis, Colo, on the 25th day of July A. D. 1887 the following proceedings were had and done;

Present John Henry Lee, County Judge Wm. Carson Sheriff

Attest: Charles Jones, Clerk.

IN THE MATTER OF THE ESTATE OF
CHARLES F. HOLLY JR. DECEASED.

Now on this day comes into court Nathaniel Nathan Administrator of the said estate and files in court his report of the sale of the real estate, belonging to said estate, which said report is examined and approved by the court and which report is in words and figures as follows, to-wit:

SALE BILL OF THE ESTATE OF CHARLES F. HOLLY JR.

STATE OF COLORADO) TO THE HON. HENRY LEE Judge of the County Court
COSTILLA COUNTY) Costilla County.

The undersigned Nathaniel Nathan, Administrator of the estate of Chas. F. Holly Jr. deceased would respectfully report the following bill of the sale of the real estate of the deceased, which sale was made at Montville (Formerly Orean) Costilla County Colo. on the Twenty first day of July A. D. 1887 in accordance with an order of this court and was duly advertised by posting three notices at three conspicious places in Costilla County, Viz: San Luis, Frt. Garland and Orean also by advertisement in the Alamosa Independent, a copy of which notices is hereto appended and made a part of

page 10

this report.

TERMS OF SALE CASH

ARTICLES	NAME OF PURCHASE	AMT OF SALE
N½NW¼ Sec. 2, and E½NW¼ 3 in twp. 27 S. of R. 73 W. containing 160.85 acres situate in Costilla County Colo. and the W½ of NE¼ S. 35 T. 26 S. R. 73 W. and S½ of the SW¼ and NE¼ of the SW¼ and SE¼ of NW¼ S. 35 T. 26 S. of R. 73 W. containing 160 acres more or less, all in the State of Colorado.	MRS. L. A. HOLLY	$300.00

It is hereby ordered by the Court, that the above and foregoing report of the sale of said real estate in matter of the estate of Chas. F. Holly, Jr. deceased be and the same hereby is approved. Henry Lee, Judge,

STATE OF COLORADO) I, J. O. Valdez, County Judge in and for said
COUNTY OF COSTILLA) SS County and State, do hereby certify that the within and foregoing is a full, true and correct copy of Sale of Real Estate in the Estate of Charles F. Holly Jr. which recorded in Book 2 at page 165 Also a correct copy of the report of Sale in the Estate of the deceased Charles F. Holly Jr. which is also recorded in book 2 at page 166, of said

page 11

records in the office of County Judge Costilla County Colorado.
Witness my hand and official seat at San Luis Colorado this 27th day of February A. D. 1941.
Issued to Alamosa Abstract Co.

J. O. Valdez, County Judge
("County Court, Costilla County, Colorado" in Seal)

page 12
entry 7

THE UNITED STATES OF AMERICA) UNITED STATES PATENT
TO) Dated: March 19th, 1887
LOUISA M. HOLLY) Filed: Sept. 23, 1887
Consideration: Premises
Recorded: Book 7 Page 180
Costilla County Records
CONVEYS: The south half of the Southwest quarter, the Northeast quarter of the Southwest quarter and the Southeast quarter of the Northwest quarter of Section thirty five in Township twenty six South of Range Seventy three West of the Sixth principal Meridian in Colorado, containing One hundred and Sixty acres, according to the official plat of the Survey of the said lands, returned to the General Land Office by the Surveyor General, which said tract has been purchased by the said Louisa M. Holly.
Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract or remove his ore there-

page 13

from, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

By the President: Grover Cleveland
By M. McKean, Secretary
Robert W. Ross, Recorder of the General Land Office
(Seal)

page 14
entry 8

LOUISA M. HOLLY) WARRANTY DEED
TO) Dated: May 22, 1896
JOHN W. KING) Filed: July 31, 1900
Costilla County, Colorado) Consideration: $5.00
Recorded: Book 29, Page 524
Costilla County Records
CONVEYS: All of the South half of the Southwest quarter and North East quarter of South west quarter and South East quarter of the Northwest quarter of Section Thirtyfive (35) Township Twenty-six (26) South of Range Sevetnty three (73) West of Six (6) Principal Meridian in Colorado, containing one hundred and sixty acres (160 acres) Also all of North half of North west quarter Section Two (2) and East half of North East quarter of Section three (3) Township Twenty seven (27) South of Range Seventy three (73) West of Six (6) principal meridian in Colorado, containing One Hundred and sixty and eighty five hundredths (160 85/100) acres.
ACKNOWLEDGED; May 22, 1896 by Louisa M. Holly, before C. W. Seymour, Notary Public, Otoe County, Nebraska. Commission expires May 21, 1897.
(Seal)

page 15
entry 9

JOHN W. KING) TRUST DEED
) Dated: July 2, 1900
TO) Filed: July 13, 1900
) Consideration: $1.00
PUBLIC TRUSTEE, Costilla County, Colo.) Recorded: Book 28, P. 201
Use of Douglas K. Holly) Costilla County Records

CONVEYS: The South half of the South west quarter and the North East quarter of the South west quarter and the South East quarter of the Northwest quarter of Section Thirty five (35) Township Twenty six (26) South of Range Seventy three (73) West of 6th P. M.
Also the North half of the Northwest quarter Section Two (2) and East half of Northeast quarter of Section three (3) Township twenty seven (27) South of Range Seventy three (73) West of 6th Principal Meridian.
Has executed his four Promissory Notes bearing even date herewith, payable to the order of Douglas K. Holly after the date thereof, for the total sum of Three Hundred Dollars with interest thereon from the date thereof until paid at six per cent per annum, interest payable semi-annually, said note described as follows, to-wit: One note for $75.00 dated July 2, 1900 due 6 months after date, One note for $75.00 dated July 2, 1900 due 12 months after date, One

(Cont. Bk. 28, P. 201, Costilla Co. Rec. #2) page 16

note for $75.00 dated July 2, 1900 due 18 months after date, One note for $75.00 dated July 2, 1900 due 24 months after date.

ACKNOWLEDGED: July 12, 1900 by John W. King, before Henry Wallman, Notary Public, Costilla County, Colorado. Commission expires January 20, 1903.
(Notarial Seal)

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entry 10

FREDERICK VIGIL, PUBLIC TRUSTEE) RELEASE DEED OF TRUST
Costilla County, Colorado) Dated: November 28, 1902
(Official Seal)) Filed: November 28, 1902
) Consideration: $1.00
TO) Recorded: Book 28, Page 347
JOHN W. KING) Costilla County Records

CONVEYS: The South half of the Southwest quarter, and the Northeast quarter of the Southwest quarter, and the Southeast quarter of the Northwest quarter of section thirty-five (35) township twenty-six south of Range seventy-three (73) West of (6th) sixth P. M., also the north half of the Northwest quarter of section two (2) and East half of the northeast quarter of section three (3) township twenty-seven (27) south of Range seventy-three (73) West of sixth (6th) Principal Meridian.
Release of Deed of Trust made by John W. King, dated the second day of July 1900 and duly recorded in the office of the County Clerk and Recorder of Costilla County, in the State of Colorado, on the Thirteenth day of July, 1900 in book 28 of said Costilla County Records on Page 201.
ACKNOWLEDGED: November 28, 1902 by Frederick Vigil, Public Trustee in said County, before C. F. Meyer, County Clerk, by P. Craig, Dpty., Costilla County, Colo. (Official Seal)

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entry 11

J. W. KING
TO
MRS. LIZZIE PHELPS,
Costilla County, Colorado

) WARRANTY DEED
) Dated: June 28, 1901
) Filed: December 17, 1902
) Consideration: $440.00
) Recorded: Book 35, Page 438
) Conejos County Records

CONVEYS: All of South half of Southwest quarter and northeast quarter of southwest quarter, and Southeast quarter of northwest quarter of Section Thirty-five (35) Township Twenty-six (26) South of Range Seventy-three (73)___of 6th Principal Meridian in Colorado, containing one hundred and sixty acres (160); also all of north half of northwest quarter Section two (2), and East half of northeast quarter of Section Three (3) township twenty-seven (27) South of Range Seventy-three (73) West of Sixth (6) Principal Meridian in Colorado, containing one hundred and sixty (160) and eighty-five hundredths (160 85/100) acres.
ACKNOWLEDGED: June 28, 1901 by John W. King, before I. N. Jamney, Justice of the Peace, Costilla County, Colorado.

(Seal)

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entry 12

MRS. LIZZIE PHELPS
TO
MARY E. RICE,
Rio Grande County, Colorado

) WARRANTY DEED
) Dated January 19, 1903
) Filed: February 2, 1903
) Consideration: $1500.00
) Recorded: Book 35, Page 451
) Conejos County Records

CONVEYS: All of the South half of the Southwest quarter and north-east quarter of the Southwest quarter and Southeast quarter of the northwest quarter of section thirty-five (35), Township twenty-six (26) South of Range Seventy-three (73) W. of Sixth (6th) Principal Meridian in Colorado, containing one hundred and sixty acres (160). Also all of north half of the northwest quarter of section two (2) and East half of the northeast quarter of section three (3), Township twenty-seven (27) South of Range seventy-three (73) west of sixth (6th) Principal____ in Colorado, containing one hundred and sixty and eighty-five hundredths acres (160 85/100) Free and clear except taxes for the year of 1902, which party of the first __ agreed to assume and pay, also one set of house logs, which party of the first part reserves.
ACKNOWLEDGED: January 22, 1903 by Mrs. Lizzie Phelps, before Franklin C.

(Cont. Bk. 35, P. 451, Conejos Co. Rec. #2) page 20

Woody, Notary Public, Chaffee County, Colorado. Commission expires Aug. 22, 1905.

(Notarial Seal)

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entry 13

MARY E. RICE
TO
HENRY C. FLOWER
Jackson County, Missouri

) WARRANTY DEED
) Dated: October 19, 1903
) Filed: October 30, 1903
) Consideration: $50.00
) Recorded: Book 35, Page 513
) Conejos County Records

CONVEYS: The South half of the South-west quarter; the north-east quarter of the south-west quarter and the South-east quarter of the northwest quarter of Section thirty-five in Township Twenty-six, South of Range seventy-three west of the Sixth Principal Meridian in Colorado. Also the north half of the northwest quarter of section two and the East half of the northeast quarter of section three in township Twenty-seven, South of range seventy three, west of the Sixth Principal Meridian in Colorado, containing in all three hundred and twenty acres and sixty-five hundredths of an acre.
ACKNOWLEDGED: October 19, 1903 by Mary E. Rice, before W. O. Statton, Notary Public, Rio Grande County, Colorado. Commission expires Dec. 17, 1904.
(Notarial Seal)

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entry 14

MARY E. RICE
TO
THE MEDANO SPRINGS RANCH COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado

)QUIT CLAIM DEED
)Dated: September 25th, 1906
)Filed: Oct. 3rd, 1906
)Consideration: $1.00
)Recorded: Book 46 Page 208
)Costilla County Records
)

CONVEYS: The East half (½) of the North East quarter (¼) of Section three (3), in township twenty seven (27) South of range seventy three (73), West of the Sixth Principal Meridian.

ACKNOWLEDGED: September 27th, 1906, by Mary E. Rice, before W. O. Statton, Not. Public, Rio Grande County, Colorado. Commission expires Dec. 21, 1908.
(Seal)

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entry 15

J. J. LAMBERT, RECEIVER
Reciver's Office, Pueblo, Colo.
to
FREEMAN T. MORRIS

)FINAL RECEIVER'S RECEIPT NO. 2580
) Dated: Aug. 26, 1890
) Filed: Dec. 18, 1890
) Consideration: $6.00
) Recorded: Book 20 Page 535
) Costilla County Records.

RECEIVED of Freeman T. Morris, the sum of Six Dollars.....cents, being the balance of payment required by law for the entry of S½NW¼ and N½SW¼ Section 2 in Township 27 South of Range 73 West, containing 160 acres, under Section 2291 of the Revised Statutes of the United States.
$6.00

J. J. Lambert, Receiver

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entry 16

THE UNITED STATES OF AMERICA
TO
FREEMAN T. MORRIS

PATENT
Dated: September 15th, 1891
Filed: Dec. 29th, 1891
Consideration: - - - -
Recorded: Book 20 Page 311
Costilla County Records

CONVEYS: South half of the North West quarter and the North half of the South West quarter of Section two, in Township twenty seven South of Range seventy three West of the sixth principal Meridian in Colorado, containing one hundred and sixty acres, according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

(cont. Book 20 Page 311, Costilla County Records #2) Page 25

BY THE PRESIDENT: Benjamin Harrison
By Ellen Macfarland, Asst. Secretary.
I. R. Conwell, Recorder of the General Land Office, ad interim
(U. S. General Land Office Seal)

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entry 17

THE MEDANO SPRINGS LAND AND CATTLE COMPANY
Organized under and by virtue of the laws of the State of Colorado
BY
EUGENE R. DURKEE
MARY G. ADEE
CHARLES CRARY, WILLIAM W. DURKEE
NIEL G. ADEE

CERTIFICATE OF INCORPORATION
Dated: March 23d, 1886
Filed: April 5th, 1886
Consideration: - - - -
Recorded: Book 1 of Filings, Page 237
Costilla County Records

OBJECTS: the buying, selling, raising, and breeding of Cattle and Horses, also the buying, selling, leasing and holding of lands, the construction of irrigation ditches, and the holding, owning and acquiring of such other property and the carrying on of such other business as may be incidental to stock raising.

The capital stock shall be Three hundred thousand Dollars, to be divided into three thousand shares of the par value of One hundred Dollars for each share, and said stock shall be non-assessable.

Said Company is to exist for the term of Twenty years.

The affairs and management of said Company shall be under the control of Five Directors, who shall be respectively stockholders in the Company, and Eugene R. Durkee, Neil G. Adee, William W. Durkee, Mary G. Adee and Charles Crary are hereby selected to act as said Directors, and to manage the affairs

and concerns of said Company for the first year of its corporate existence, and until their successors shall be duly elected and qualified according to the Laws of said State of Colorado, and the by-laws of said Corporation, etc.
The principal business of the Company shall be carried on in the Counties of Costilla, and Saguache, in the State of Colorado, but said business or any part thereof may if the Directors see fit, be carried on in any one or more of the Counties of the State of Colorado, or in any one or more of the Counties of the Territories of New Mexico, Utah, Arizona, Wyoming or Montana.
The principal office of the Company shall be kept at Medano Springs in the County of Costilla, in the State of Colorado.
ACKNOWLEDGED: March 23d, 1886, by Eugene R. Durkee, Mary G. Adee, Charles Crary and William W. Durkee, before Charles B. Jennings, Notary Public, Kings Co., N. Y. Expiration Commission not given. (NO Seal)
Certificate attached as to official character of Charles B. Jennings, above notary, dated March 24th, 1886, signed by John M. Ranken, Clerk of the County of Kings and Clerk of the Supreme Court of the State of New York in and for said County, said Court being a Court of record. (Official Seal)

ACKNOWLEDGED: March 31, 1886, by Niel G. Adee, before Herbert I. Ross, Notary Public, Conejos County, Colorado. Commission expiration not given. (Notarial Seal)

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entry 18

FREEMAN T. MORRIS	) WARRANTY DEED
TO	) Dated: September 30th, 1890
THE MEDANO SPRINGS LAND AND CATTLE	) Filed: Oct. 11th, 1890
COMPANY,	) Consideration: $550.00
Costilla County, Colorado	) Recorded: Book B Page 375
	) Costilla County Records

CONVEYS: The South half of the North West quarter and the North half of the South West quarter of Section two (2), in Township twenty seven (27) Range Seventy three (73) West, containing one hundred and sixty (160) acres, more or less.

ACKNOWLEDGED: September 30th, 1890, by Freeman T. Morris, before Norwood A. James, Justice of the Peace, Costilla County, Colorado.
Certificate attached as to official character of Norwood A. James, said Justice of the Peace, dated October 11, 1890, signed by C. F. Meyer, County Clerk in and for Costilla County, Colorado. (Official Seal)

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entry 19

EUGENE R. DURKEE, President
F. H. LOVELL, Secretary
(Seal of The Medano Springs Land & Cattle Co.)

TO

GEORGE H. ADAMS, Trustee
Moffatt, Colorado

DEED OF TRUST
Dated: April 17th, 1894
Filed: April 27th, 1894
Consideration: $10.00 etc.
Recorded: Book 21 Page 299
Costilla County Records

Whereas, at a special meeting of the Medano Springs Land and Cattle Company, a corporation, authorized, organized and acting under and by virtue of the laws of the State of Colorado, duly called for that purpose, pursuant to special notice duly given as provided by the By-laws of said Company and by law, held on the 12th day of April 1894, as in said notice specified, the following resolution was duly passed by a majority of more than two thirds in interest of the total capital stock of said Company, said interest being there, present, represented and voting.

Whereas, the stockholders of the Medano Springs Land and Cattle Company, deem it to be for the interest of the Company that its business should be wound up.

Resolved that the business of the Medano Springs Land and Cattle Company be wound up without delay, its property sold and its assets distributed to the stockholders; and it is further

(Cont. Book 21 Page 299, Costilla County Records #2) page 30

Resolved, that the Directors of said Company be and they are hereby directed, authorized and fully empowered to take forthwith all such measures and to do all such acts as shall be necessary for the purpose of carrying into effect said winding up and dissolution and forthwith to execute any and all necessary deeds, instruments or other papers to effect said purpose, whether by conveyance to a trustee for said purpose, or otherwise as in their judgment they shall deem best for the interest of all the stockholders.

And whereas, in pursuance of said resolution passed at said meeting and in compliance therewith, at a meeting of the Board of Directors of said Company duly, duly called as authorized by the By-laws for that purpose, and held at the office of said Company, on the 17th day of April, 1894, a majority of said Board of Directors being there present and voting, a resolution was duly passed by said Board directing that said Company, in manner authorized by law by its President with the seal of said Company attached and the attestation of its Secretary, convey by good and sufficient conveyance in trust upon the terms and conditions set forth to George H. Adams of Moffat, Colorado and his successor and successors in trust, all the property of said Company, real, personal and mixed of whatever kind and wherever situate.

The Medano Springs Land and Cattle Company acting herein through E. R. Durkee, its president with the seal of the Company attached and the attestation of the secretary does hereby convey in trust (Other Property) and The South half (½) of the North West quarter and the North half (½) of the South

(Cont. Book 21 Page 299, Costilla County Records #3) Page 31

West quarter of Section Two (2), in Township twenty seven (27) Range Seventy-three (73) West, containing One hundred and sixty (160) acres, more or less, for the following named stockholders in said Medano Springs Land and Cattle Company as their interest therein appears from the number of shares of the Company stock possessed by them set after their respective names:

E. R. Durkee	1476 shares	Henry B. Barnes	5 shares
N. G. Adee Estate	445½ "	William D. Barnes	5 "
George F. Baker	55 "	Mrs. Annie B. MacKay	5 "
Crowell Hadden	105 "	Mrs. Harriet B. Barbow	5 "
Frederick S. Parker	27½ "	W. S. Herriman	18 "
Mrs. M. G. Adee	110½ "	Mrs. Maria Bell Hazen	19 "
Neil Grey	150 "	Mrs. M. M. Wanderveer	40 "
F. H. Lovell	50 "	Mrs. E. M. Baker	37½ "
William N. Parker	55 "	Alfred C. Barnes	5 "
M. Diefendorf	60 "	Richard S. Barnes	5 "
Thomas White	55 "	Edwin M. Barnes	5 "
Frederick Wilkins	24 "	Mrs. Emilie B. Turner	5 "
Mrs. Mary E. Palmer Estate	5 "	A. S. Barnes Estate	5 "
		Miss Helen Herriman	18 "

and also does hereby sell and assign unto the said George H. Adams and his successor and successors in trust for the benefit of the stockholders herein named as their interest appears, all the personal property by it possessed

(cont. Book 21 Page 299, Costilla County Records #4) Page 32

to-wit: Cattle, horses, mules, tools, farming implements, hay, grain & etc, together with all monies, accounts, choses in action and otherwise that said company may or may have the right to possess wherever the same may be situate or found.

In Trust however, as follows: First: Such trustee and his successor or successors in trust shall give good and sufficient bond to the amount of $15,000 for the faithful performance of his duties as such.
Second: Said trustee or trustees shall proceed as soon as possible to sell the personal property of said Company, receive the proceeds thereof and distribute the same among the stockholders of said Company according to the amount of stock held by each therein pro-rata. Such trustee shall be allowed a commission of five per cent for such sale or sales and the necessary and actual expenses incurred by him in effecting the same. Said personal property shall be sold within six months from the date hereof unless an extension of time is consented to by at least four and the five persons now constituting the Board of Directors of said Company. He shall also be allowed the necessary and actual expenses of conducting the business until all said personal property is disposed of.

Third: He shall sell the real estate of said Company from time to time in such amounts and for such sums as he shall deem advisable, and shall make, execute and deliver good and sufficient conveyance for the same to the purchaser or purchasers thereof. The terms of such sale, unless for cash, to be

(Cont. Book 21 Page 299, Costilla County Records #5) Page 33

approved by at least four out of the five persons now constituting the Board of Directors of said Company. Such trustee shall receive as total compensation for such sales a commission of ten per cent on the amount realized therefor, and be allowed nothing for disbursements or expenses in effecting any sale of said Real Estate.

Said real estate shall be sold within a period of two years from the date of the execution hereof, unless an extension of time is granted by the consent of at least four of the five persons now constituting said Board of Directors of said Company.

Fourth: When any money is realized by such trustee or trustees from the sale of real estate or personal property, he shall deposit the same at once in the First National Bank of Denver, Colorado, or the Colorado National Bank of Denver, Colorado, as he may choose, to the credit of the stockholders of the Medano Springs Land and Cattle Company which said amount or amounts shall be subject to the check of said trustee for the benefit only of said stockholders as their interest appears herein; and said trustee shall make a distribution of said fund as soon as possible after the same is deposited in bank, that is, the said monies shall be paid out in manner specified as soon as enough is received to make a dividend of one or more per cent on the capital stock of said company, it being the purpose of this agreement that there shall be no accumulation to the credit of the stockholders or by said trustee.

(Cont. Book 21 Page 299, Costilla County Records #6) Page 34

Fifth: Any question which may after the execution of this instrument arise concerning the future action of the trustee herein in the disposition of said property, or otherwise, or upon which he may request guidance, shall be settled by the concurrence of at least four of the five persons constituting the present Board of Directors of said Company.

Sixth: In case of the death, resignation, inability or refusal of said Adams to act as such trustee, then the Judges of the United States Circuit Court for the District of Colorado, shall upon proper application have power to choose and appoint a trustee in place of said Adams, to hold upon the same terms and conditions as are herein imposed on said Adams; and in case of the death, inability or refusal or resignation of any subsequent such trustee or trustees the said judges of said United States Circuit Court shall have power to choose and appoint a successor upon the same terms and conditions as are herein imposed.

STATE OF NEW YORK)) Be it remembered that on this 17th day of
City and County of New York) SS April in the year one thousand eight hundred and ninety four before me the undersigned, Edwin F. Corey, a Commissioner resident in the City of New York, duly commissioned and qualified by the executive authority, and under the laws of the State of Colorado, to take acknowledgments of deeds, etc, to be used or recorded therein, personally appeared Eugene R. Durkee, to me known to be the President of The Medano Springs Land and Cattle Company, and F. H. Lovell to me known to be the

(Cont. Bk. 21, Pg. 299, Costilla County Records #7) Page 35

Secretary of said Company, and the same persons whose names are subscribed to the within instrument of writing as such President and Secretary, parties thereto, and severally acknowledged that they executed the same as the act and deed of said Company for the uses and purposes therein set forth.

In Witness whereof I have hereunto set my hand and affixed my official seal, the day and year last aforesaid. Edwin F. Corey,
Commissioner for the State of Colorado
Office 66 Wall Street, N. Y.
Commission expires February 23rd, 1896. (Seal)

Filed for record June 15, 1894, Recorded in Book 25, Page 230, Costilla County Records. Page 36 entry 20

This agreement made and entered into this first day of November A. D. 1893 by and between The Medano Springs Land and Cattle Company, a corporation incorporated under the Laws of the State of Colorado, party of the first part and James V. Dexter of the County of Arapahoe and State of Colorado, party of the second part: Witnesseth:

That the said party of the first part in consideration of the sum of $1.00 in hand paid, the receipt whereof is hereby acknowledged has leased and demised and by these presents does hereby lease and demise unto the said party of the second part the use of a certain tract of land, situated on the Home Ranch of said party of the first part in Costilla County, Colorado and being the same tract of ground now occupied by the residence and out-buildings built thereon by said party of the second part and being sufficient land for that purpose.

To Have and to hold the same with prvilege of ingress and egress unto the said party of the second part his heirs and assigns until the first day of January A. D. 1895. It is expressly understood and agreed that all Improvements now placed or to be placed on said premises by said James V. Dexter are his own personal property and that he, his heirs or assigns shall have the privilege of removing the same at the termination of his tenancy.

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(Cont. Bk. 25, P. 230, Costilla Co. Rec. #2)

Witness our hands and seals the day and year first above written.
The Medano Springs Land & Cattle Co.,
By W. W. Durkee, General Manager.
(Seal)

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entry 21

E. R. DURKEE, President
F. H. Lovell, Secretary,
Attest: Geo. H. Corey,
(Seal)

TO
GEORGE H. ADAMS
Moffatt, Colorado

DEED OF TRUST
Dated: September 10th, 1396
Filed: Sept. 30, 1896
Consideration: $1.00
Recorded: Book 29, Page 133
Costilla County Records

CONVEYS: (Other ditches) and The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 2000 acres of land, together with 33.38 cubic feet of water per second of time. The Hull Ditch which takes its supply of water from Big Spring Creek and is used to irrigate 1000 acres of land, together with 16.66 cubic feet of water per second of time. The South Ditch No. 1 which takes its supply of water from Little Spring Creek and is used to irrigate 800 acres of land, together with 13.38 cubic feet of water per second of time. The South Ditch No. 2, which takes its supply of water from Little Spring Creek and is used to irrigate 1200 acres of land, together with 20 cubic feet of water per second of time. All of said ditches and water are used to irrigate the lands and tenements described in the original Deed of trust herein described and are located in Water District Number Twenty-five

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(Cont. Bk. 29, P. 133, Costilla Co. Rec. #2)

Costilla County, Colorado, said water being claimed under and by virtue of a decree of the District Court of said County of Costilla and State aforesaid, duly entered in said Court on the 26th day of March A. D. 1395.
Whereas The Medano Springs Land and Cattle Company a corporation, did, on the 17th day of April, A. D. 1894, execute and deliver its certain deed of trust to one George H. Adams as Trustee, wherein there was granted, sold and conveyed to said George H. Adams as such Trustee all the right, title and interest of the said The Medano Springs Land and Cattle Company, of in and to the real estate and property therein described together with the appurtenances thereunto belonging, for the uses and purposes therein expressed, as shown by the record of said deed of trust in book 21 at page 299, of the records of the County Clerk and Recorders Office of Costilla County, Colorado.
Now therefore, on this 10th day of September A. D. 1896 this deed made in further confirmation thereof between The Medano Springs Land and Cattle Company, a corporation duly organized and incorporated under the laws of the State of Colorado party of the first part, and George H. Adams, of Moffat, Colorado, party of the second part, and his successor and successors in trust, upon the same terms and conditions set forth and expressed in said original deed of trust between the same parties.

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(Cont. Bk. 29, pg. 133, Costilla Co. Rec. #3)

Therefore said first party, acting herein by and through E. R. Durkee, its President with its seal attached and the attestation of the secretary thereof does grant and convey unto second party in trust the above described ditches, water rights and privileges situated in the Counties of Costilla and Saguache in the State of Colorado.

ACKNOWLEDGED: September 10, 1896 by Eugene R. Durkee, President of The Medano Springs Land and Cattle Company, and F. H. Lovell, Secretary of said Company, before Geo. H. Corey, Commissioner for the State of Colorado, office 66, N. Y., City and County of New York, State of New York. (Seal)

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entry 22

GEO. H. ADAMS, Trustee,
THE MEDANO SPRINGS LAND AND CATTLE
COMPANY By Charles W. Waterman
President
Attest: Herman H. Dunham, Secretary.
(Seal)

TO

GEORGE H. ADAMS
Saguache County, Colorado

SPECIAL WARRANTY DEED
Dated: April 19, 1898
Filed: April 29, 1898
Consideration: Premises & $65,000
Recorded: Book 29, Page 307
Costilla County Records

CONVEYS: (Other property) and the south one-half (½) of the Northwest one-quarter (¼) and the north one-half (½) of the southwest one-quarter (¼) of section two (2), all in township twenty-seven (27) south of range seventy three (73) west of the Sixth Principal Meridian, containing eight thousand three hundred and five, and twenty seven hundredths (8.305.27) acres, more or less.
Also all the following described ditches, water rights and privileges located in Water District No. twenty-five (25), in Costilla County, Colorado, and claimed under and by virtue of a decree of the district court of said County of Costilla and State aforesaid duly entered in said court on the 26th day of March A. D. 1895, namely: The Los Ojo Ditch which takes it supply of water from Big Spring Creek and is used to irrigate two thousand (2000) acres of land, together with thirty-three and thirty-three hundredths (33.33) cubic feet of water per second of time.

The Hull Ditch which takes its supply of water from Big Spring Creek, and is used to irrigate one thousand (1000) acres of land, together with sixteen and sixty-six hundredths (16.66) cubic feet of water per second of time.
The South Ditch No. 1 which takes its supply of water from Little Spring Creek and is used to irrigate eight hundred (800) acres of land, together with thirteen and thirty-three hundredths (13.33) cubic feet of water per second of time.
The South Ditch No. 2 which takes its supply of water from Little Spring Creek, and is used to irrigate twelve hundred (1200) acres of land together with twenty (20) cubic feet of water per second of time, and (Other ditches.)

The Medano Springs Land and Cattle Company, a corporation organized and existing under and by virtue of the laws of the State of Colorado, and George H. Adams, trustee under and by virtue of a certain indenture or deed of trust made and executed by The Medano Springs Land and Cattle Company, dated the 17th day of April, 1894, and recorded in the records of the County of Costilla in the State of Colorado, on April 27, 1894, in book 21, at page 299 and in the records of the County of Saguache in the State of Colorado on the 25th day of January, 1897, in book 60 at page 203 of said records, parties of the first part and George H. Adams, of the County of Saguache and State of Colorado, party of the second part, Witnesseth, That:

Whereas, the board of directors of The Medano Springs Land and Cattle Company did, on the 17th day of April, 1894, vote to and did authorize and

direct the president and Secretary of said company to execute and convey, by good and sufficient conveyance, to George H. Adams, of Moffatt, Colorado, and to his successor and successors in trust; all of the property of said company, to be by him held as trustee for the uses and purposes therein set forth, and pursuant to that authority the said Company did, by its president and secretary execute and deliver to the said George H. Adams, as trustee, and to his successor or successors, a certain deed of trust dated the 17th day of April, 1894, and recorded as hereinabove set forth, and the time for the exercise of the powers therein granted was afterward extended from time to time, as provided in and by said deed of trust; and

Whereas, at a meeting of the stockholders of the said The Medano Springs Land and Cattle Company held at the City of Denver, in the State of Colorado, on Monday the 18th day of April, 1898, at which meeting the owners of all outstanding stock of said company were present either in person or by proxy, said stockholders did unanimously vote to confirm and ratify the action of the board of directors on April 17, 1894, as above set forth and to confirm and ratify the said conveyance to George H. Adams, trustee, and all conveyances in confirmation thereof, and all extensions of the time for the exercise of the powers therein granted; and

Whereas, each, every and all of the stockholders of record in said company being present and voting at said meeting, and being the same identical persons named as beneficiaries in the said indenture, or their assigns, have agreed

to sell and have sold, all and singular the property of the said The Medano Springs Land and Cattle Company to the said George H. Adams in his individual right and capacity, and they now wish to vest in said Adams a complete and perfect title to all and singular the property described in the said indenture of April 17th, 1894, and all other property and rights or interests in property owned by the said The Medano Springs Land and Cattle Company, and have authorized, empowered and directed the said George H. Adams, trustee, to execute and deliver a proper instrument or instruments of conveyance, joining with the said company therein, and have authorized the board of directors to take all such steps, and perform all such acts, as may be necessary to cause to be executed, acknowledged and delivered on behalf of this company, and in conjunction with said trustee, or otherwise, all such instruments in writing, with covenant of special warranty as will vest in the said George H. Adams all the right, title and interest of said company, and of each, every and all of the stockholders of said company, whether as stockholders or beneficiaries, as aforesaid, under the said indenture dated April 17, 1894, of, in and to all and singular the property of this company, real person and mixed, including all water rights and interests in water rights of this company, and wherever situated, and all the right, title and interest of the said George H. Adams, trustee, of in and to the same; and

Whereas, the board of directors of the said The Medano Springs Land and Cattle Company, did at a meeting held in Denver, Colorado, on the 19th day

of April, 1898, all of said directors being there present, unanimously vote to concur in and ratify the act of the stockholders at said special meeting so as aforesaid held on the 18th day of April, 1898, and in furtherance thereof, and to carry out the direction therein given, did direct the secretary to notify, authorize and request the said George H. Adams to join with this company in the execution as trustee of a good and sufficient instrument or instruments of conveyance, to vest in George H. Adams in his personal and individual right and capacity, and his heirs, executors, administrators and assigns, the full, perfect and complete title in and to all and singular the property of this company as aforesaid, and did further authorize and direct the present and secretary of said company to make, execute and deliver in the name and on behalf of said The Medano Springs Land and Cattle Company, a good and sufficient instrument or instruments of conveyance, with covenant of special warranty, to vest in the said George H. Adams, in his personal and individual right and capacity and his heirs, executors, administrators and assigns, all the right, title and interest of said Company, and of each, every and all of the stockholders of said company, whether as stockholders or beneficiaries under the indenture of April 17, 1894, aforesaid, of, in and to all and singular the property of said company, real, personal and mixed, including all water rights and interests in water rights of said company, and wherever situated, and all the right, title and interest of

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(Cont. Bk 29, Pg. 307, Costilla Co. Rec. #6)

the said George H. Adams, trustee, of, in and to the same.

ACKNOWLEDGED: April 20, 1898, by George H. Adams, and Charles W. Waterman, President, and Herman H. Dunham, Secretary, of the Medano Springs Land and Cattle Company, before William J. Hanigan, Notary Public, Arapahoe County, Colorado. Commission expires August 18, 1898.
(Seal)

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entry 23

GEO. H. ADAMS
TO
EUGENE R. DURKEE
Ulster County, New York

MORTGAGE
Dated: April 20, 1898
Filed: April 30, 1898
Consideration: $16,250
Recorded: Book 34, Page 81
Costilla County Records

CONVEYS: (Other property) and the south one-half (½) of the northwest one-quarter (¼) and the north one-half (½) of the southwest one-quarter (¼) of section two (2) all in township twenty seven (27) South, of range seventy three (73) west of the Sixth Principal Meridian, containing eight thousand, three hundred and five and twenty-seven hundredths (8,305.27) acres, more or less.

Also, the following described ditches, water rights and privileges, located in Water District No. twenty five (25), in Costilla County, Colorado, and claimed under and by virtue of a decree of the district court of said Costilla County, and State aforesaid, duly entered in said Court on the 26th day of March D. D. 1895, namely: The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate two thousand (2000) acres of land, together with thirty three and thirty-three hundredths (33.33) cubic feet of water per second of time.

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(Cont. Bk. 34, P. 81, Costilla Co. Rec. #2)

The Hull Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate one thousand (1000) acres of land, together with sixteen and sixty-six hundredths (16.66) cubic feet of water per second of time.
The South Ditch No. 1 which takes its supply of water from Little Spring Creek, and is used to irrigate eight hundred (800) acres of land, together with thirteen and thirty three hundredths (13.33) cubic feet of water per second of time.
The South Ditch No. 2, which takes its supply of water from Little Spring Creek, and is used to irrigate twelve hundred (1200) acres of land, together with twenty (20) cubic feet of water per second of time, and (Other ditches.)

According to one certain promissory note for the sum of sixteen thousand two hundred and fifty dollars, bearing even date herewith, made and delivered by first party and payable to the order of second party at The First National Bank, Denver, Colorado, on or before April 1st, 1903, together with interest thereon at the rate of six per cent per annum, from April 1st, 1898 until paid interest payable semi-annually.

ACKNOWLEDGED: April 20, 1898 by Geo. H. Adams, before William J. Hanigan, Notary Public, Arapahoe County, Colorado. Commission expires August 18, 1898.
(Notarial Seal)

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entry 24

COUNTY TREASURER
Costilla County

to

COSTILLA COUNTY

TAX SALE CERTIFICATE No. 1432
Dated: Dec. 14, 1899
Filed: - - - -
Consideration: $3.47
Recorded: Book 1 Page 91
Costilla County Records

CONVEYS: N½NW¼ Sec. 2, E½NE¼ Sec. 3, Town. 27, Range 73, for taxes for the year 1898

Assessed to: Holley, Mrs. L. M.
Total amount subsequent tax paid by purchaser:
$1.47 Mar. 1, 1900
Redeemed by: Mrs. L. M. Holley, June 28, 1900. Paid $5.25

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entry 25

EUGENE R. DURKEE
to
Henry C. Flower

ASSIGNMENT OF MORTGAGE
Dated: December 27, 1901
Filed: January 3, 1902
Consideration: $16,250.00
Recorded: Book 36, Page 124
Costilla County Records

Do grant, bargain, sell, assign, transfer and set over unto the second party a certain indenture of mortgage, bearing date the 20th day of April 1898, made and executed by George H. Adams of Saguache County, Colorado to first party, to secure the sum of sixteen thousand two hundred and fifty dollars ($16,250) together with interest thereon at the rate of six per cent, per annum from April 1st, 1898 and duly recorded in the office of the recorder of the County of Costilla, State of Colorado in Book 34 of mortgages, page 81 on the 30th day of April, 1898, together with promissory note or obligation therein described and the money due and to grow due thereon with interest.
To have and to hold the same unto the said second party, his heirs, executors, administrators and assigns forever; subject only to the proviso in the said indenture of mortgage mentioned, without recourse to first party.

(Cont. Bk. 36, P. 124, Costilla Co. Rec. #2) Page 51

Do hereby made constitute and appoint said second party my true and lawful attorney, irrevocable in my name or otherwise, but at his own proper cost and charges, to have, use and take all lawful ways and means for the recovery of the said money and interest, and in case of payment to discharge the same, as fully as I might or could do if these presents were not made.

ACKNOWLEDGED: December 27, 1901 by Eugene R. Durkee, before Charles Edgar Mills, Commissioner of Deeds for the State of Colorado in New York and Notary Public for New York Co. and City. Commission expires March 30, 1903.
(Commissioner's Seal) (Notarial Seal)

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entry 26

HENRY C. FLOWER
TO
GEORGE H. ADAMS

RELEASE OF MORTGAGE
Dated: December 31st, 1901
Filed: January 3, 1902
Consideration: -
Recorded: Book 36, Page 126
Costilla County Records

I, Henry C. Flower, legal holder of the promissory note thereby secured do hereby acknowledge that a certain Indenture of Mortgage for the sum of Sixteen thousand two hundred and fifty dollars bearing date the 20th day of April, 1898 made and executed by George H. Adams, mortgagor to Eugene R. Durkee, mortgagee on the following described property, Eight thousand three hundred and five and twenty-seven hundredths (8305 27/100) acres more or less more fully described in mortgage as aforesaid and recorded in the office of the recorder of Costilla County, Colorado, in book 34 of page 81 on the 30th day of April, 1898 at 2 o'clock P. M. and duly assigned to me on the 27th day of December 1901 and which said assignment is recorded in the office of the recorder of said County and State in Book .....of page.... on the ... day of .....18... at...o'clock ...M. is redeemed, paid off, satisfied and discharged, Henry C. Flower.

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(Cont. Book 36, Page 126, Costilla County Records #2)

ACKNOWLEDGED: December 31st, 1901, by Henry C. Flower, before G. W. Russell, Notary Public in and for Jackson County, Missouri. Commission expires Oct. 19th, 1904.

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entry 27

GEORGE H. ADAMS
TO
LOREN B. SYLVESTER
Rio Grande County, Colorado
and RICHARD W. HOSFORD,
Dubuque County, Iowa

WARRANTY DEED
Dated: October 5, 1901
Filed: Oct. 14, 1901
Consideration: $10.00
Recorded: Book 43, Page 406
Costilla County Records

CONVEYS: (Other property) and the south one-half (½) of the northwest one-quarter (¼) and the north one-half (½) of the southwest one-quarter (¼), of Section (2), all in township number twenty-seven (27), south of range Seventy-three (73) west of the sixth (6) Principal Meridian, and containing Six thousand one hundred and eighty-five acres, more or less.
Also all the following described irrigating ditches, water rights and privileges, located in Water District No. twenty-five (25) in Costilla County, Colorado, and claimed under and by virtue of a decree of the district court of said county and State aforesaid, duly entered in said court, on the twenty-sixth day of March A. D. 1895, namely: The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate two thousand (2000) acres of land, together with thirty-three and thirty-three

(Cont. Bk. 43, P. 406, Costilla Co. Rec. #2)

hundredths (33.33) cubic feet of water per second of time.
The Hull Ditch which takes its supply of water from Big Spring Creek, and is used to irrigate one thousand acres of land (1000) together with sixteen and sixty-six hundredths (16.66) cubic feet of water per second of time.
The South Ditch No. 1 which takes its supply of water from Little Spring Creek and is used to irrigate eight hundred (800) acres of land, together with thirteen and thirty-three hundredths (13.33) cubic feet of water per second of time.
The South Ditch No. 2, which takes its supply of water from Little Spring Creek, and is used to irrigate twelve hundred (1200) acres of land, together with twenty (20) cubic feet of water per second of time, & (Other ditches.) Free and clear excepting a certain mortgage to Eugene R. Durkee bearing date the twentieth (20th) day of April A. D. 1898, to secure the sum of sixteen thousand two hundred and fifty dollars ($16,250) which the said second parties hereby assumes and agree to pay, and excepting also the taxes upon the above granted premises for the year one thousand nine hundred and one (1901)
ACKNOWLEDGED: October 5, 1901 by George H. Adams, before Henry C. Dininny, Notary Public, Arapahoe County, Colorado. Commission expires Jan. 19, 1903.
(Notarial Seal)
($18.00 I. R. Affixed & Cancelled)

LOREN B. SYLVESTER
RICHARD W. HOSFORD

TO

HENRY C. FLOWER
Jackson County, Missouri

REAL ESTATE MORTGAGE
Dated: December 30, 1901
Filed: January 3, 1902
Consideration: Premises & $1.00
Recorded: Book 34, Page 329
Costilla County Records

CONVEYS:
(Leases and Other property) and the south one-half (½) of the northwest one quarter (¼) and the north one half (½) of the southwest one-quarter of section two (2), all in township twenty seven (27) south of range seventy-three (73) west of the sixth principal meridian, containing eight thousand three hundred and five and twenty seven hundredths (8,305.27) acres, more or less.
Also the following described ditches, water rights and privileges located in Water District No. twenty-five (25) Costilla County, Colorado, and claimed under and by virtue of a decree of the District Court of said County of Costilla and State aforesaid, duly entered in said Court on the 26th day of March A. D. 1895, viz: The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate two thousand (2000) acres of land, together with thirty three and thirty-three hundredths (33.33)

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(Cont. Bk. 34, P. 329, Costilla Co. Rec. #2)

cubic feet of water per second of time.
The Hull Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate one thousand (1000) acres of land, together with sixteen and sixty-six hundredths (16.66) cubic feet of water per second of time.
The South Ditch No. 1, which takes its supply of water from Little Spring Creek, and is used to irrigate eight hundred (800) acres of land, together with thirteen and thirty three hundredths (13.33) cubic feet of water per second of time.
The South Ditch No. 2, which takes its supply of water from Little Spring Creek, and is used to irrigate twelve hundred (1200) acres of land, together with twenty (20) cubic feet of water per second of time.& (other ditches) Also all other ditches, and ditch rights, water rights, priorities, privileges springs and wells which are now, or may hereafter be, constructed upon appurtenant to or in connection with all or any of the lands herein above described, it being understood that the lien of this mortgage shall cover all of the ditch and water rights and privileges appurtenant to said lands, whether the same be particularly described herein or not, and shall also extend to and cover all other ditches which may hereafter be constructed to water said lands or any part thereof and all water rights which may be acquired by applying water to a beneficial use upon said lands or any thereof.

(Cont. Bk. 34, P. 329, Costilla Co. Rec. #3) page 58

Whereas said Loren B. Sylvester and Richard W. Hosford, parties of the first part have executed their certain Real Estate First Mortgage Coupon Bond, bearing even date herewith, payable to the order of Henry C. Flower party of the second part at the office of the Fidelity Trust Company, at Kansas City, Missouri, on the first day of January A. D. 1907 for the principal sum of $125,000.00 with interest thereon from date until maturity at the rate of 6½% per annum, payable semi-annually according to the terms of ten interest coupon notes each for $4062.50 bearing even date with said bond and providing that in case default be made in the payment of any of the interest coupons or any part thereof at the time and place aforesaid, then said principal sum shall at once, at the option of the holder of the bond, become due and payable, said bond and coupons respectively to bear interest at the rate of 10% per annum after maturity.

ACKNOWLEDGED: December 30, 1901 by Loren B. Sylvester and Richard W. Hosford, before G. W. Russell, Notary Public, Jackson County, Missouri. Commission expires Oct. 19, 1904.

(Notarial Seal)

LOREN B. SYLVESTER
RICHARD W. HOSFORD
TO
HENRY C. FLOWER
County of Jackson,_____

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entry 29

REAL ESTATE MORTGAGE
Dated: March 22nd, 1902
Filed: March 25th, 1902
Consideration: Premises & $1.00
Recorded: Book 34 Page 342
Costilla County Records

CONVEYS: (Other Property) and the South half of the Northwest quarter and the North half of the Southwest quarter of section two (2), in Township twenty-seven (27) South, of Range seventy-three (73) West, of the Sixth Principal Meridian, containing eight thousand three hundred and five and 27/100 (8305.27) acres, more or less.

Also the following described ditches, water rights and privileges, located in Water District No. twenty-five (25), in Costilla County, Colorado, and claimed under and by virtue of a decree of the District Court of said County of Costilla and State aforesaid, duly entered in said Court on the 26th day of March, A. D. 1895, and appurtenant to said lands, viz: (Other water rights) The Los Ojos ditch, which takes its supply of water from Big Spring Creek and is used to irrigate two thousand acres of land, together with 33.33 cubic feet of water per second of time.

(Cont. Book 34 Page 342, Costilla County Records #2) Page 60

The Hull Ditch, which takes its supply of water from Big Spring Creek and is used to irrigate One thousand acres of land together with 16.66 cubic feet of water per second of time.

The South ditch No. 1 which takes its supply of water from Little Spring Creek, and is used to irrigate eight hundred acres of land, together with 13.33 cubic feet of water per second of time.

The South ditch No. 2, which takes its supply of water from Little Spring Creek, and is used to irrigate twelve hundred acres of land, together with 20 cubic feet of water per second of time.

Also all other ditches and ditch rights, water rights, priorities, privileges, springs and wells, which are now or may hereafter be constructed upon, appurtenant to or in connection with, all or any of the lands hereinabove described, it being understood that the lien of this mortgage shall cover all of the ditch and water rights and privileges appurtenant to said lands, whether the same be particularly described herein or not, and shall also extend to and cover all other ditches which may hereafter be constructed to water said lands or any part thereof and all water rights which may be acquired by applying to a beneficial use upon said lands, or any thereof.

Have executed their two certain Real Estate, first Mortgage, coupon bonds, for the aggregate principal sum of One Hundred and Forty-five thousand Dollars ($145,000), viz:

The first bond bearing date the 30th day of December, A. D. 1901, payable

(Cont. Book 34 , Page 342, Costilla County Records #3)

to the order of Henry C. Flower, party of the second part, at the office of the Fidelity Trust Company, at Kansas City, Missouri, on January 1st, A. D. 1907, for the principal sum of One Hundred and twenty-five thousand Dollars ($125,000), with interest thereon from date until maturity at the rate of six and one-half per cent per annum, payable semi-annually, according to the tenor of ten interest coupons, each for four thousand sixty-two and 50/100 Dollars, bearing even date with said bond, and providing that in case default be made in the payment of any of the interest coupons or any part thereof, at the time and place aforesaid, then such principal sum shall be at once, at the option of the holder of the bond, become due and payable, said bond and coupons, respectively, to bear interest at the rate of ten per cent per annum, after maturity.

The second bond bearing even date herewith, payable to the order of Henry C. Flower, party of the first part, at the office of the Fidelity Trust Company at Kansas City, Missouri, on the first day of January, A.D. 1907, for the principal sum of twenty thousand Dollars ($20,000) with interest thereon from date until maturity at the rate of six and one-half (6½)per cent per annum, payable semi-annually, according to the tenor of ten coupon notes, the first being for three hundred fifty-three & 90/100 Dollars, due July the first being for three hundred fifty-three & 90/100 Dollars, due July 1st, 1902 and the other coupon notes each for Six hundred and fifty dollars ($650), bearing even date with said last named bond and providing that in case default be made in the payment of any of the interest coupons, or

(Cont. Book 34 Page 342, Costilla County Records #4) Page 62

any part thereof, at the time and place aforesaid, then said principal sum shall at once at the option of the holder of the bond, become due and payable; said last named bond and coupons, respectively, to bear interest at the rate of ten per cent (10) per annum after maturity; and

Whereas, the payment of said first named bond for One hundred and twenty-five Dollars, has heretofore been secured by a certain real estate mortgage bearing date December 30th, 1901, and recorded upon the records of Costilla County, Colorado, January 3rd, 1902, in Book 34 at page 329, given to said parties of the first part to said party of the second part, upon certain property in said mortgage described, being a portion of the property herein set forth, and also by a certain chattle mortgage given by said parties of the first part to said party of the second part, bearing date December 31st, 1901, and recorded upon the records of Costilla County, Colorado, January 4th, 1902, in Book 44 at page 60.

It is understood and agreed that the execution and delivery of this Mortgage shall not and does not in any way operate as a waiver or release of the real estate or chattel mortgage heretofore given to secure the payment of said One hundred and Twenty Five Thousand Dollar Bond hereinbefore mentioned; but on the contrary said former mortgages are to be and remain in full force and effect and this mortgage in so far as said One hundred and Twenty Five Thousand Dollar Bond is concerned, is to be taken and held as additional and further security for the payment thereof and the interest thereon according to its tenor and

(Cont. Book 34 Page 342, Costilla County Records #5)

effect, as well also as security for the payment of said Twenty Thousand Dollar Bond bearing even date herewith, and interest thereon according to its tenor and effect.

ACKNOWLEDGED: March 22nd, 1902, by Loren B. Sylvester, and Richard W. Hosford, before G. W. Russell, Notary Public, Jackson County, Missouri. Commission expires Oct. 19th, 1904. (Seal)

RICHARD W. HOSFORD
to
LOREN B. SYLVESTER,
Rio Grande County, Colorado

WARRANTY DEED
Dated: April 1, 1902
Filed: April 24, 1902
Consideration: $6000.
Recorded: Book 43, Page 437
Costilla County Records

CONVEYS: An undivided four tenths (4/10) interest in and to all of the hereinafter described real estate and ditch and water rights, lying and being in the County of Costilla and State of Colorado, to-wit: (Other property) and the South half of the Northwest Quarter and the North half of the Southwest Quarter of Section Two (2), all in Township Twenty-seven (27) South of Range Seventy-three (73) West of the Sixth Principal Meridian containing eight thousand three hundred and five and 27/100 (8305.27) acres, more or less;
Also the following described ditches, water rights and privileges located in Water District Number Twenty-five (25) in Costilla County, Colorado and claimed under and by virtue of a decree of the District Court of said County of Costilla and State aforesaid, duly entered in said Court on the 26th day of March A. D. 1895, and appurtenant to said land, viz, (Other ditches) and

(Cont. Bk. 43, P. 437, Costilla Co. Rec. #2)

The Los Ojos Ditch which takes its supply of water from Big Spring Creek, and is used to irrigate two thousand acres of land, together with 33.33 cubic feet of water per second of time;
The Hull Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate one thousand acres of land, together with 16.66 cubic feet of water per second of time;
The South Ditch No. 1 which takes its supply of water from Little Spring Creek, and is used to irrigate eight hundred acres of land, together with 13.33 cubic feet of water per second of time;
The South Ditch No. 2, which takes its supply of water from Little Spring Creek, and is used to irrigate twelve hundred acres of land, together with twenty cubic feet of water per second of time.
Also in and to all other ditches and ditch rights, water rights, priorities, privileges, springs and wells, which are now or may hereafter be constructed upon, appurtenant to or in connection with all or any of the lands hereinabove described, or any part thereof, and all water rights which may be acquired by applying water to a beneficial use upon said lands, or any thereof.
Free and clear except two certain mortgages to Henry C. Flower, one dated

December 30th, 1901, for the sum of One Hundred and Twenty-five Thousand Dollars, with interest due January 1st, 1907, and the other dated March 22nd,

(Cont. Bk. 43, P. 437, Costilla Co. Rec. #3) Page 66

1902, for the sum of Twenty thousand Dollars, and interest, due January 1st 1907.

ACKNOWLEDGED: April 1, 1902 by Richard W. Hosford, before Charles H. Redmond, Notary Public, Arapahoe County, Colorado. Commission expires March 9, 1904. (SEAL)

($1.75 I. R. Affixed and Cancelled)

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entry 31

RICHARD W. HOSFORD
TO
LOREN B. SYLVESTER,
Rio Grande County, Colorado

WARRANTY DEED
Dated: January 15, 1902
Filed: February 3, 1903
Consideration: $3000
Recorded: Book 36, Page 144
Costilla County Records

CONVEYS: An undivided one-tenth (1/10) interest in and to all of the hereinafter described real estate and ditch and water rights, lying and being in the County of Costilla and State of Colorado, to-wit: (Other property) and the South half of the Northwest quarter and the North half of the Southwest quarter of section two (2), all in township twenty-seven (27) South of Range seventy-three (73) West of the Sixth Principal Meridian; containing eighty-three hundred and five and 27/100 (8305.27) acres more or less. Together with the following described ditches, water rights and privileges located in Water District Number twenty-five (25) and claimed under and by virtue of a decree of the District Court of said County of Costilla and State aforesaid, duly entered in said Court on the 26th day of March, A. D. 1895, viz: The Los Ojos Ditch, which takes its supply of water from big Springs Creek and is used to irrigate two

thousand (2000) acres of land, together with thirty-three and thirty-three hundredths (33.33) cubic feet of water per second of time.
The Hull Ditch, which takes its supply of water from Big Spring Creek and is used to irrigate one thousand (1000) acres of land, together with sixteen and sixty-six hundredths (16.66) cubic feet of water per second of time.
The South Ditch No. 1 which takes its supply of water from Little Spring Creek, and is used to irrigate eight hundred acres (800) of land, together with thirteen and thirty-three hundredths (13.33) cubic feet of water per second of time.
The South Ditch No. 2, which takes its supply of water from Little Spring Creek, and is used to irrigate twelve hundred (1200) acres of land, together with twenty (20) cubic feet of water per second of time, & (Other ditches).
Also, in and to all other ditches and ditch rights, water rights, priorities, privileges, springs, and wells which are now or may hereafter be constructed upon, appurtenant or in connection with all or any of the lands hereinabove described or any part thereof, and all water rights which may be acquired by applying water to a beneficial use upon said lands or any thereof.
Free and clear except a mortgage to Henry C. Flower, dated December 30, 1901, for the sum of $125,000.00 with interest due January 1, 1907.
ACKNOWLEDGED: January 29, 1902, by Richard W. Hosford, before James Ratcliffe Notary Public, Wyandotte County, Kansas. Commission expires March 28, 1902.
(25¢ I. R. Affixed & Cancelled)

(Notarial Seal)

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entry 32

THE MEDANO SPRINGS CATTLE COMPANY
Organized under and by virtue of the laws of the State of Colorado
BY
LOREN B. SYLVESTER
LAFAYETTE TWITCHELL
CHARLES H. REDMOND

CERTIFICATE OF INCORPORATION
Dated: April 24th, 1902
Filed: April 25th, 1902
Consideration: -----
Recorded: Book 1 of Filings, Page 242
Costilla County Records

OBJECTS: To do a general cattle buying, raising, breeding and marketing business; to acquire by purchase, lease, or otherwise, and hold, use and operate, a cattle breeding, raising, and marketing plant, lands for grazing and agricultural and other purposes, ditch rights and privileges, water rights and priorities; to acquire and hold cattle, hogs, sheep, horses and other live stock, brands and rights to the use of brands, and any and all other property necessary, proper or incident to the business aforesaid; to sell and otherwise dispose of any or all of its property, as it may deem proper. It shall have power to borrow money, and to pledge any and all of its property and assets, privileges and franchises, for the purpose of securing the repayment thereof, and to own, hold and dispose of shares of stock in any like company, or in any water or ditch company, and to have, hold and dispose of any bonds, notes or other

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(Cont. Book 1 of Filings, Page 242, Cost. Co. Rec. #2)

securities for any indebtedness that may become due to it in any manner, or to receive such securities for any property sold; and generally to do any and all things necessary, proper or incident to the conducting of the business for which it is created.

The capital stock of said Company shall be One Million Dollars, ($1,000,000) divided into One Million (1,000,000) shares of the par value of One Dollar ($1) for each share, and said stock shall be non-assessable.

Our said Company is to exist for the term of Twenty (20) years.

The affairs and management of said Company shall be under the control of a Board of Three Directors, and Loren B. Sylvester, Richard W. Hosford and LaFayette Twitchell are hereby selected to act as directors of said Company and to manage the affairs and concerns thereof during the first year of its existence, and until their successors are selected.

Principal business will be carried on in the Counties of Saguache and Costilla, in the State of Colorado, and it may carry on its business in other Counties in the State as the Board of Directors may from time to time determine.

Principal office shall be kept in the City of Denver, County of Arapahoe, and State of Colorado, and said Company may have a branch office at the Medano Springs Ranch in the County of Costilla and State of Colorado and at Kansas City, in the State of Missouri.

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(Cont. Book 1 of Filings, Pg. 242, Cost. Co. Rec. #3)

ACKNOWLEDGED: April 24th, 1902, by Loren B. Sylvester, LaFayette Twitchell and Charles H. Redmond, before Mary H. Cole, Notary Public, Arapahoe County, Colorado. Commission expires June 8, 1904. (Notary Seal)

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entry 33

THE MEDANO SPRINGS CATTLE COMPANY
BY
LOREN B. SYLVESTER, LA Fayette
TWITCHELL, CHARLES H. REDMOND

CERTIFICATE OF INCORPORATION
Dated:
Filed: Feb. 2, 1903
Consideration: - - - -
Recorded: Book 44 Page 203
Costilla County Records

Incorporated under and by virtue of the laws of the State of Colorado. OBJECTS: To do a general cattle buying, raising: breeding and marketing business; to acquire by purchase, lease or otherwise and hold, use and operate a cattle breeding, raising and marketing plant, lands for grazing and agriculture and other purposes, ditch rights, and privileges, water rights and priorities; to acquire and hold, cattle, hogs, sheep, horses and other live stock, brands and the rights to the use of brands and any and all other property necessary, proper or incident to the business aforesaid; to sell and otherwise dispose of any and all of its property as it may deem proper. It shall have power to borrow money and to pledge any and all of its property necessary, proper or incident to the business aforesaid, to sell and otherwise dispose of any and all of its property, as it may deem proper, and generally to do any and all things necessary, proper or incident to the conducting of the business for which it is created. etc. etc. - - - -

(Cont. Incorporation, Bk. 44 Page 203, Costilla County Records #2) Page 73

Capital stock $1,000,000, of the par value of $1.00 for each share and said stock shall be non-assessable. Existence 20 years. Affairs and management of said company to be under the control of a Board of Directors, Loren B. Sylvester, Richard W. Hosford and La Fayette Twitchell being directors of said Company during the first year of its existence and until their successors are selected.

Principal business to be carried on in the Counties of Saguache and Costilla in the State of Colorado, and it may carry on its business in such other counties in the state as the Board of Directors of said company may from time to time determine. Also carry on a part of its business beyond the limits of the State of Colorado, viz: In the States of Missouri and Kansas, and in the other States and Territories of the U. S. As may be determined by the Board of Directors.

Principal office in Denver, County of Arapahoe and State of Colorado, and said Company may have a branch office at the Medano Springs Ranch in the County of Costilla and State of Colorado, and also an office at Kansas City, Missouri, where meetings of the Company may be held and the business of the Company transacted.

ACKNOWLEDGED: April 24, 1902, by Loren B. Sylvester, La Fayette Twitchell and Charles H. Redmond, before Mary H. Cole, Notary Public, Arapahoe County, Colorado. Commission expires June 8, 1904. (Seal)

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THE MEDANO SPRINGS CATTLE COMPANY
By Richard W. Hosford, Vice-President
Attest: LaFayette Twitchell, Secretary
(Seal)

WITH

LOREN B. SYLVESTER
Rio Grande County, Colorado

AGREEMENT
Dated: April 26th, 1902
Filed: Jan'y. 15, 1903
Consideration: Premises & services
Recorded: Book 44 Page 198
Costilla County Records

Whereas first party has purchased from second party his cattle raising, breeding, and marketing plant operated in Costilla and Saguache Counties, in the State of Colorado, and the ranches known as Medano Springs and Zapato ranches, in said County of Costilla and other lands and leased grounds adjoining said ranches, and all property connected with said plant, in consideration whereof said Company has paid to said second party a certain portion of the capital stock of said Company, assumed the indebtedness upon said plant amounting to about $235,000 and interest and agreed to employ said second party as General Manager of said plant for the term of the existence of said corporation, or so long as said first party operates and conducts the business for which it is incorporated, Provided that such employment shall not be for less than ten years, at a salary of $6000.00 per annum for and during that portion of the time of such employment that the bonded indebtedness now held against said property exists

(Cont. Book 44 Page 198, Costilla Co. Rec. #2) Page 75

and remains unpaid, and at a salary of $10,000 per annum after the time that such indebtedness shall have been paid.

Therefore, first party agrees to and does hereby, employ said Loren B. Sylvester, as General Manager of said Company, and agrees to pay him $6,000.00 per annum, from this date, payable $500 per month until said indebtedness of $235,000 shall be paid, and after payment of indebtedness will pay to said second party as said Manager, $10,000 per annum in equal monthly installments on the first day of each month. Employment shall continue for term of existence of this corporation, namely 20 years, or as long as first party holds said plant, provided first party continues business for at least 10 years, it being understood that if said first party should sell or dispose of said plant and cease to do business, this contract shall, notwithstanding, be in force for 10 years from this date, and second party shall be entitled to his salary as General Manager for such period, unless second party should become unfit to perform the duties hereof, or this contract should be cancelled by mutual covenants of the parties hereto.

Second party agrees to give his time, personal attention and best abilities to such employment, etc. etc.

(All parties sign as in caption)

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entry 35

LOREN B. SYLVESTER
TO
THE MEDANO SPRINGS CATTLE COMPANY,
a corporation organized and existing under and by virtue of the laws of the State of Colorado

WARRANTY DEED
Dated: April 26, 1902
Filed: February 2, 1903
Consideration: $100,000
Recorded: Book 43, Page 479
Costilla County Records

CONVEYS: (Other property) and the South half of the Northwest quarter and the north half of the Southwest quarter of section two (2), all in Township twenty-seven (27) South, of Range seventy-three (73) West of the Sixth Principal Meridian, containing eight thousand three hundred five and 27/100 (8305.27) acres more or less.

Also, the following described ditches, water rights and privileges located in water District No. twenty-five (25) in Costilla County, Colorado, and claimed under and by virtue of a decree of the district court of said County of Costilla and State aforesaid, duly entered in said Court on the 26th day of March, A. D. 1895, and appurtenant to said lands, viz: The Ojos Ditch which takes its supply of water from Big Spring Creek, and is used to irrigate 2000 acres of land, together with 33.33 cubic feet of water per second of time.

(cont. Bk. 43, P. 479, Costilla Co. Rec. #2) Page 77

The Hull Ditch, which takes its supply of water from Big Spring Creek and is used to irrigate 1000 acres of land, together with 16.66 cubic feet of per second of time.
The South Ditch No. 1 which takes its supply of water from Little Spring Creek, and is used to irrigate 800 acres of land, together with 13.33 cubic feet of water per second of time.
The South Ditch No. 2, which takes its supply of water from Little Spring Creek, and is used to irrigate 1200 acres of land, together with 20 cubic feet of water per second of time, and (Other ditches.)
Also all other ditches and ditch rights, water rights, priorities, privileges, springs and wells, which are now constructed upon, appurtenant to or used in connection with all or any of the lands hereinabove described, or any part thereof.
ACKNOWLEDGED: May 9, 1902 by Loren B. Sylvester, before G. W. Russell, Notary Public, Jackson County, Missouri. Commission expires Oct. 19, 1904.
(SEAL)

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entry 36

RICHARD W. HOSFORD
to
THE MEDANO SPRINGS CATTLE COMPANY

RELEASE
Dated: December 15, 1902
Filed: April 7, 1903
Consideration: $1.00
Recorded: Book 36, Page 392
Costilla County Records

Do hereby release and convey unto the Medano Springs Cattle Company, a corporation organized and existing under the laws of the State of Colorado, all my right, title, claim and interest in and to all the property of every kind and description now held by said Company and known as the "Medano Springs Cattle Company Outfit" and more particularly described in the several conveyances made by Loren B. Sylvester to said The Medano Springs Cattle Company, and dated the 26th day of April A. D. 1902, the deeded lands consisting of about 12,000 acres and known as the Medano Springs lands, the Zapato lands, the Mormon lands the Trujillo lands and more particularly described in a Quit Claim Deed executed by me to said Company; also about 45,000 acres of leased land from the State of Colorado adjacent and near to said lands above mentioned, and described in the conveyance from said Loren B. Sylvester to said Company; also all water

(Cont. Bk. 36, P. 392, Costilla Co. Rec. #2)

rights, and all rights to the use of the public range near or adjoining said land, and all cattle located upon said lands or held by said Cattle Company, being about 12,000 head and bearing the following brands and claim or interest in or to said brands. L.F.H.G. Also all implements, horses, saddles, harness, wagons, machinery and all other property formerly held by said Loren B. Sylvester and Richard W. Hosford as a partnership and which have been heretofore conveyed by said Loren B. Sylvester to said The Medano Springs Cattle Company, reference being had to said conveyances from said Sylvester to said Company for greater certainty as to description. It being intended hereby to convey, assign, relinquish and set over to said The Medano Springs Cattle Company all my rights, claims, equity of redemption and interest of any and all kinds of property now held by said Company, To have and to hold said property rights, and interests unto said The Medano Springs Cattle Company, its successors and assigns.
ACKNOWLEDGED: March 26, 1903 by Richard W. Hosford, before Charles H. Redmond, Notary Public, County and City of Denver, Colorado. Commission expires February 28, 1907.

(SEAL)

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entry 37

RICHARD W. HOSFORD
TO
THE MEDANO SPRINGS CATTLE COMPANY
a corporation organized and existing under and by virtue of the laws of the State of Colorado.

QUIT CLAIM DEED
Dated: December 15, 1902
Filed: April 7, 1903
Consideration: $1.00 etc.
Recorded: Book 36, Page 393
Costilla County Records

CONVEYS: (Other property) and the S½ of N. W. ¼ and the N½ of S. W. ¼ of section 2, all in Township 27 South Range 73 West, 6th P. M.
Also, the following described ditches, water rights and privileges located in Water District No. 25 in Costilla County, Colorado, and claimed under and by virtue of a Decree of the District Court of said County of Costilla, duly entered in said Court on the 26th day of March A. D. 1885, and appurtenant to and used upon said lands, viz: The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, together with 33.33 cubic feet of water per second of time. The Hull Ditch, which takes its supply of water from Big Spring Creek, together 16.66 cubic feet of water per second of time.
The South Ditch No. 1, which takes its supply of water from Little Spring Creek, together with 13.33 cubic feet of water per second of time.

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(Cont. Book 36 Page 393, Costilla County Records #2)

The South Ditch No. 2, which takes its supply of water from Little Spring Creek, together with 20 cubic feet of water per second of time, and (Other ditches)

Also: All other ditches and ditch rights, water rights, priorities, privileges, springs and wells which are now or may hereafter be constructed upon, appurtenant to or in connection with all or any of the lands hereinabove described, or any part thereof.

And all lease hold interest of any kind or character in and to adjacent and nearby lands and all rights in and to all recorded brands of cattle in which first party may have any interest, it being intended hereby to convey to second party all remaining interest of any kind or character which might or could be claimed by first party in or to the property previously held in partnership by said Richard W. Hosford and one Loren B. Sylvester under the partnership name of The Medano Springs Cattle Company and to fully confirm the title to all of said property in said second party.

ACKNOWLEDGED: March 26, 1903, by Richard W. Hosford, before Charles H. Redmond, Notary Public, County and City of Denver, State of Colorado. Commission expires February 28, 1907.
(Notarial Seal)

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entry 38

Filed for record July 16, 1903, at 11 A. M. and recorded in Book 44 Page 248, Costilla County Records

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CERTIFICATE OF FULL PAID STOCK OF THE MEDANO SPRINGS CATTLE COMPANY

State of Colorado, City and County of Denver, -- SS

We, the undersigned, Loren B. Sylvester, President and a director, and Lafayette Twitchell, a director, constituting the majority of the Board of Directors of The Medano Springs Cattle Company, a corporation duly organized and existing under the laws of the State of Colorado, do hereby certify-

That the capital stock of said Company as fixed in its certificate of incorporation is $1,000,000.00) and that all of said stock has been issued and fully paid in.

For property necessary for the business and objects of the company $999,996.00

For cash - 4.00

Total - - - $1,000,000.00

In witness whereof, we have hereunto set our hands and the seal of said Company at Denver, Colorado, this 11th day of July, 1903.

Loren B. Sylvester, President (Majority of the Board of
LaFayette Twitchell, Director (Directors

In witness whereof, we have hereunto set our hands and the seal of said Company at Denver, Colorado, this 11th day of July, 1903. Loren B. Sylvester, President. LaFayette Twitchell, Director. (Seal)

(Cont. Book 44 Page 248, Costilla County Records #2)

STATE OF COLORADO,)
County of Jackson) SS

Subscribed and sworn to before me by Loren B. Sylvester, known to me to be the party signing the above Certificate as President of the Medano Springs Cattle Company, this 14th day of July, A. D. 1903.
My Commission expires May 22, 1907. S. V. Schindler, Notary Public
(Notarial Seal)

State of Colorado,)
City and County of Denver) SS. Subscribed and sworn to before me by L. F. Twitchell this 11th day of July A. D. 1903. Charles H. Redmond, Notary Public.
My commission expires February 28, 1907.
(Notarial Seal)

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THE MEDANO SPRINGS CATTLE COMPANY
By Loren B. Sylvester, President
Attest: Richard W. Hosford, Secretary
(Corporate Seal)

TO

REAL ESTATE MORTGAGE
Dated: September 9, 1903
Filed: September 12, 1903
Consideration: Premises & $1.00
Recorded: Book 36, Page 428
Costilla County Records
CONVEYS:

Fairfield Sylvester Sr. Osborne W. Sylvester, Frank G. Sylvester and Isaac W. Rice

(Leases and Other property) and South Half of the Northwest quarter and the North Half of the Southwest quarter of Section Two (2); all in Township Twenty-seven (27), South of Range Seventy-three (73), West of the Sixth Principal Meridian, containing Eight Thousand Three Hundred and Five and 27/100 acres more or less.
Also, the following described ditches, water rights and privileges, located in Water District No. Twenty-five (25), in Costilla County, Colorado, and claimed under and by virtue of a decree of the District Court of said County of Costilla and State aforesaid, duly entered in said Court on the 25th day of March, A. D. 1895 and appurtenant to said lands, viz: The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate two thousand or more acres of land, together with 33.33 cubic feet of water per second of time.

(Cont. Bk. 36, P. 428, Costilla Co. Rec. #2)

The Hull Ditch which takes its supply of water from Big Spring Creek and is used to irrigate one thousand or more acres of land, together with 16.66 cubic feet of water per second of time.
The South Ditch No. 1, which takes its supply of water from Little Spring Creek and is used to irrigate eight hundred or more acres of land, together with 13.33 cubic feet of water per second of time.
The South Ditch No. 2, which takes it supply of water from Little Spring Creek, and is used to irrigate twelve hundred or more acres of land, together with twenty cubic feet of water per second of time, and (Other ditches).
Also, all other ditches and ditch rights, water rights, priorities, privileges springs and wells, which are now or may hereafter be constructed upon, appurtenant to, or in connection with all or any of the lands hereinabove described, it being understood that the lien of this mortgage shall cover all of the ditch and water rights and privileges appurtenant to said lands, whether the same be particularly described herein or not, and shall also extend to and cover all other ditches which may hereafter be constructed to carry water to or upon said lands or any part thereof, and all water rights which may be acquired by applying water to a beneficial use upon said lands or any thereof.
Has executed its two (2) certain promissory notes payable to second parties or their order for the aggregate principal sum of sixty thousand dollars

(Cont. Bk. 36 Page 428, Costilla County Records #3) Page 86

(60,000.00), said notes being for the sum of Thirty Thousand Dollars (30,000.00), each, bearing even date herewith and bearing interest at the rate of eight per cent per annum from date until paid, one of said notes being payable six months after date, and the other payable on May 1st, 1904, at the Bank of Monte Vista, in Monte Vista, Colorado.

This mortgage is given subject to 2 certain mortgages heretofore given by the grantors of The Medano Springs Cattle Company, viz: Loren B. Sylvester and Richard W. Hosford, to Henry C. Flower of Kansas City, Missouri, first mortgage being dated December 30th, 1901 and being to secure the payment of a bond for the sum of $125,000.00 due on the first day of January 1907, bearing interest at the rate of 6½% per annum, payable semi-annually; the second mortgage being given to secure the payment of the sum of $145,000.00, made up of the $125,000.00 bond secured by said first mortgage above mentioned, and an additional $20,000.00 bond payable to Henry C. Flower due on the first day of January A. D. 1907 bearing interest at the rate of 6½ per cent per annum, interest payable semi-annually.
ACKNOWLEDGED: September 9, 1903, by The Medano Springs Cattle Company, by Loren B. Sylvester, its President and Richard W. Hosford, its Secretary, before Charles H. Redmond, Notary Public, City and County of Denver, State of Colorado. Commission expires February 28, 1907.
(Notarial Seal)

THE MEDANO SPRINGS CATTLE CO.
By Loren B. Sylvester, Prest.
(Corporate Seal)

WITH

OMAHA CATTLE LOAN CO.
By Thomas B. McPherson, Pt.
(Corporate Seal)

AGREEMENT
Dated: December 18, 1903
Filed: January 27, 1904
Consideration: Agreements
Recorded: Book 44, Page 301
Costilla County Records

Witnesseth: That in order to further secure to the said second party, the payment of the indebtedness to it of said first party, and further in consideration of the agreements hereinafter made to be kept and performed by said second party, the said first party agrees that on or before Jan. 1, 1904, it will execute and deliver to second party a quit claim or special warranty deed of conveyance of eleven thousand seven hundred twenty-eight and forty four one hundredths acres of land in said Costilla County, to which first party now has good title, together with all water rights belonging thereto; and to assign by separate instrument to second party all its interest in all the Colorado State land leases owned by it, conveying forty-nine thousand one hundred fifty-eight and sixty-seven one hundredths acres of land. Said deeded land and said leased land, together constituting first party's ranch in said Costilla County. Said deed and said assignment shall each specify that it

(Cont. Book 44 Page 301, Costilla County Records #2)

is made subject to a mortgage in favor of Henry C. Flower, and now owned by the Fidelity Trust Company of Kansas City, Missouri, for the sum of One hundred fifty-five thousand ($155,000.00) dollars, and to further specify that second party does not assume or agree to pay said prior mortgage indebtedness.

In consideration of the full and faithful performance by first party of all covenants herein; the said second party covenants and agrees:
First: To pay for first party, to the said Fidelity Trust Company two installments of the interest to become due said Fidelity Trust Company on its said one hundred fifty-five ($155,000.00) dollar Mortgage; one of said interest installments being for Four thousand seven hundred twelve dollars and fifty cents ($4,712.50) due Jan. 1, 1904; and the other said interest installment being for Five thousand sixty-two dollars and fifty cents ($5,062.50), due July 1, 1904; Also to pay whatever general taxes on said deeded land, and whatever rentals on said leased land that may be necessary, prior to Oct. 1, 1904, to prevent a sale of said deeded land for general taxes, or a forfeiture of said leases, prior to that time.

Second: In the event that it should at any time sell and convey said deeded land outright, or any part thereof, and sell said leases, or any part thereof outright, to pay out of said proceeds, First: All that may be then due or unpaid on said mortgage of the said Fidelity Trust Company; and second: all

(Cont. Book 44 Page 301, Costilla County Records #3)

taxes and lease rentals that it may then be necessary to pay to complete such sale and transfer; and third; all the then indebtedness of first party to second party; and fourth; to pay the surplus, if any to said first party, its successors and assigns. But in case said second party should not sell said premises outright, but should sell the same subject to said mortgage of the Fidelity Trust Company, then, and in that event, to pay out of the proceeds from the sale of such equity: First, all taxes and lease rentals that may then be necessary to pay to complete such sale and transfer. And second, all the then indebtedness of first party to second party; and third, to pay the surplus, if any, to said first party, its successors and assigns.
Third: In the event that prior to a sale and conveyance by it of said deeded land, or a sale of said leases, first party or any person or concern in its behalf, should pay the balance then due second party from first party, then, and in that event, second party, will forthwith convey said deeded land by quit-claim deed or special warranty deed to first party, its successors or assigns, and will then assign to first party all its interest in said leases.

It is further mutually understood and agreed, that said first party hereby authorizes and empowers said second party to sell and convey said land and assign said leases at any time, and for such consideration as it may deem best prior to redemption of said land by first party, or to likewise sell and convey said land and assign said leases subject to said mortgage of said

(Cont. Book 44 Page 301, Costilla County Records #4) Page 90

Fidelity Trust Company. In the event of such sale and conveyance by second party of said premises, first party's right of redemption of said land, shall then cease and any such conveyance shall be deemed absolute for the purpose of conveying title to such purchaser, but the proceeds from any such sale shall be distributed as hereinbefore provided.

It is further mutually understood and agreed that second party, by virtue of said deed, assignment and this contract, shall continue in possession and control of said premises until said indebtedness is paid, or until said ranch is sold and conveyed as herein provided, or until it shall be disposed by said ~~said~~ Fidelity Trust Company, Mortgagor, its successors or assigns, and in the autumn, second party shall harvest and dispose of the hay crops and other crops that may be raised thereon, according to its best judgment, and shall use the pastures thereon for grazing purposes, the water belonging thereto for irrigation purposes, and the horses and other personal property thereon in operating said ranch, until such horses and other property are sold by it as mortgagee, and if any hay or other products are sold from said ranch by second party, to first pay the operating expenses out of the proceeds, and to apply the balance, if any, to reimburse itself for money then advanced by it for first party to pay said two interest installments as to become due Fidelity Trust Company, and such of said taxes and lease rentals as second party may pay as herein provided, and to apply the surplus on its said claim.

(Cont. Bk. 44, Pg. 301, Costilla County Records #5)

That second party may keep, feed and pasture on said ranch, and from its products, all the cattle it now holds, or may hereafter take as security for its claims against second party, until such cattle are by it sold or shipped and sold, and their proceeds applied on its said claims; and may hold possession and control of said ranch until its said claims are paid.

Second party shall have the option of paying for first party to said Fidelity Trust Company, any of the installments of interest on said $155,000.00 mortgage, that may become due after July 1st, 1904, if prior to that time first party has not so redeemed said land or said land has not then been sold and conveyed by second party, and in that event that said second party elects to and does pay any of such additional installments of interest, it shall be reimbursed, for any such additional money by its so expended, from said surplus or out of the net income that it may receive from operating said ranch after Oct. 1, 1904, but nothing herein shall be construed so as to require second party to make any such additional payments of interest for first party.

This contract shall continue and remain in force until, either second party's said claims shall have been fully paid, or until said ranch shall have been sold and conveyed as herein provided, and this contract shall be binding upon and succeed to the respective successors and assigns of the parties hereto.

(Both parties sign as in Caption)

ACKNOWLEDGED: December 19th, 1903, by Loren B. Sylvester, as President of

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The Medano Springs Cattle Company, before Charles H. Redmond, Notary Public, City and County of Denver, Colorado. Commission expires Feby. 28, 1907.
(Seal)

We the undersigned directors and stockholders in the Medano Springs Cattle Company of Costilla County, Colorado, do hereby as such stockholders and directors, approve and ratify the above and foregoing contract and the execution and delivery of the deed and assignment therein referred to, in consideration of the benefits therein specified accruing to our said company and to us as such stockholders and directors.

Loren B. Sylvester

In presence of:
C. H. Redmond as to Loren B. Sylvester
R. H. Olmstead as to R. W. Hosford.

R. W. Hosford

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THE MEDANO SPRINGS CATTLE COMPANY
by Loren B. Sylvester, President
Attest: Richard W. Hosford, Secretary
(Seal)
TO
OMAHA CATTLE LOAN COMPANY, a corporation organized under the laws of the State of Nebraska, with its principal office at South Omaha, Nebraska.

QUIT CLAIM DEED
Dated: December 23, 1903
Filed: January 4, 1904
Consideration: $5.00 etc.
Recorded: Book 44 Page 293
Costilla County Records

CONVEYS: (Other Property) and the South Half of the Northwest quarter and the North Half of the Southwest quarter of Section Two; All in Township Twenty-seven, South of Range Seventy-three West, 6th P. M. containing eight thousand three hundred and five and 27/100 acres, more or less.

Also the following described ditches, water rights and privileges located in Water District number twenty-five, in Costilla County, Colorado, and claimed under and by virtue of a decree of the District Court of said County of Costilla and State of Colorado, duly entered in said Court on the 26th day of March, A. D. 1885, and appurtenant to said lands, viz: (Other ditches) and Also, the Los Ojos Ditch, which takes it s supply of water from Big Spring Creek, and is used to irrigate 2000 or more acres of land, together with 33.33 cubic feet of water per second of time; The Hull Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 1000 or

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(Cont. Book 44 Page 293, Costilla County Records. #2)

more acres of land, together with 16.66 cubic feet of water per second of time; The South Ditch No. 1, which takes its supply of water from Little Spring Creek and is used to irrigate 800 or more acres of land, together with 13.33 cubic feet of water per second of time; The South Ditch No. 2 which takes its supply of water from Little Spring Creek, and is used to irrigate 1200 or more acres of land, together with 20 cubic feet of water per second of time.

Also all other ditches and ditch rights, water rights, priorities, privileges springs and wells, which are now, or may hereafter be constructed upon, appurtenant to or in connection with all or any of the lands hereinabove described, whether herein specifically described or note.

This conveyance is made subject to mortgages on said property to one Henry C. Flower, of Kansas City, Missouri, to secure indebtedness the principal of which aggregates One Hundred and Fifty-five Thousand Dollars; but it is understood that said second party does not assume or agree to pay said indebtedness.

ACKNOWLEDGED: December 23, 1903, by The Medano Springs Cattle Company, by Loren B. Sylvester, its president, before W. O. Statton, Notary Public, Rio Grande County, Colorado. Commission expires December 17, 1904. (Seal)

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entry 42

OMAHA CATTLE LOAN CO.
by Thos B. McPherson, Pt.
Attest: John J. Roche, Sec'y.
(Seal)
TO

W. B. McMECHAN of Kansas City, Missouri, as trustee

QUIT CLAIM DEED
Dated: December 30, 1903
Filed: April 14, 1904
Consideration: $5.00 etc.
Recorded: Book 44, Page 332
Costilla County Records

CONVEYS: (Other property) and the South Half of the Northwest quarter and the North Half of the Southwest quarter of Section Two; all in Township Twenty-seven, South of Range Seventy-three West, 6th, P. M. containing eight thousand three hundred and five and 27/100 acres, more or less.
Also, the following described ditches, water rights and privileges located in Water District number twenty-five, in Costilla County, Colorado, and claimed under and by virtue of a decree of the District Court of said County of Costilla and State of Colorado, duly entered in said Court on the 26th day of March, A. D. 1885, and appurtenant to said lands, viz:
The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 2000 or more acres of land, together with 33.33 cubic feet of water per second of time.

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(Cont. Bk. 44, P. 332, Costilla Co. Rec. #2)

The Hull Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 1000 or more acres of land, together with 16.66 cubic feet of water per second of time;
The South Ditch No. 1, which takes its supply of water from Little Spring Creek and is used to irrigate 800 or more acres of land, together with 13.33 cubic feet of water per second of time;
The South Ditch No. 2, which takes its supply of water from Little Spring Creek, and is used to irrigate 1200 or more acres of land, together with 20 cubic feet of water per second of time, and (Other ditches).
Also, All other ditches and ditch rights, water rights, priorties, privileges, springs and wells, which are now, or may hereafter be constructed upon, appurtenant to or in connection with all or any of the lands hereinabove described, whether herein specifically described or not.
This conveyance is made subject to mortgages on said property to one Henry C. Flower of Kansas City, Missouri, to secure indebtedness the principal of which aggregates One Hundred and Fifty-five Thousand Dollars.
ACKNOWLEDGED: December 30, 1903 by the Omaha Cattle Loan Company by Thomas B. McPherson, its President, and John J. Roche, its Secretary, before R. H. Olmstead, Notary Public, Douglas County, Nebraska, Commission expires January 28, 1908. (Seal)

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Filed July 30th, 1904, Re-Filed August 4th, 1904 in
Book 3 of Filings, Page 35, 39, and 38, Costilla County Records

LIS PENDENS OF SUIT, In the District Court of
Costilla County, Colorado

HENRY C. FLOWER, Plaintiff,)
vs.)
LOREN B. SYLVESTER, ET. al.,) San Luis, Colorado
Defendants.) July 28th, 1904.

TO ALL WHOM IT MAY CONCERN: -- NOTICE IS HEREBY GIVEN, that the undersigned, HENRY C. FLOWER, as plaintiff, commenced an action in the District Court of Costilla County, in the State of Colorado, against Loren B. Sylvester, Richard W. Hosford, The Medano Springs Cattle Company, Lizzie B. Sylvester, Jessie A. Hosford, Fairfield Sylvester, Sr., Osborne W. Sylvester, Frank G. Sylvester, Isaac W. Rice, Robert A. Sylvester, Mary E. Rice, John Woodford, Laura B. Woodford, Amado Medina, Faustin Medina, W. B. McMechan, W. B. Mechan, Trustee, Charles A. Dyer, John Meyer, Omaha Cattle Loen Company, Sidonia Hosford, Ida F. Hosford, and A. C. Hind, (whose first name is unknown to plaintiff) as defendants, to foreclose two certain mortgages given by Loren B. Sylvester and Richard W. Hosford to the plaintiff one dated December 30th, 1901, to secure a bond for the sum of $125,000.00 and interest, (of record in Costilla County, Colorado, in Book 34, at page 329, and in Saguache County, Colorado, in Book 94, at page 29), the other mortgage of date March 22nd, 1902, to further secure the same bond for

(Cont. Files 3 Page 35, 39, & 38, Costilla County Records #2) Page 98

$125,000.00, and a further bond for $20,000.00 and interest, (of record in Costilla County, Colorado in Book 34, Pg. 342), said mortgages also securing advances made for the preservation of said mortgaged property; and also to foreclose eight certain other conveyances, securing the same indebtedness and the same advances, in each of which conveyances the plaintiff herein is the grantee, the respective grantors and place of record of said conveyances being as follows:

	Grantor,	PLACE of Record
1.	Mary E. Rice,	Costilla County, Colo., Bk. 35, pg. 513
2.	Faustin Medina	Costilla County, Colo., Bk. 35, pg. 515
3.	John and Laura B. Woodford-	Costilla County, Colo. Bk. 43, pg. 11
5.	Lizzie B. Sylvester	Costilla County, Colo., Bk. 35, pg. 516
5.	Amado Medina,	Costilla County, Colo., Bk. 35, pg. 542
6.	Loren B. Sylvester	Saguache County, Colo. Bk. 83, pg. 522
7.	Robert A. Sylvester	Saguache County, Colo. Bk. 83, pg. 536
8.	Loren B. Sylvester	Saguache County, Colo., Bk. 83, pg. 580

The property covered by said mortgages and conveyances consisting of about 13,027.73 acres of lands held by fee simple title, together with water and ditch rights in (Other ditch rights) and Los Ojos Ditch, Hull Ditch, South Ditch No. 1, South Ditch No. 2, and other water rights; also leasehold estates held under leases from the State of Colorado, represented by (leases Nos. not appurtenant to this abstract of title.)

(Cont. Files 3 Page 35, 39 & 38, Costilla County, Rec. #3) Page 99

all of said property situate in the Counties of Costilla and Saguache, State of Colorado, the greater portion thereof being in Costilla County, the ranch and plant being known as a whole as The Medano Springs Cattle Company Ranch, and embracing the ranches formerly known as the Medano Springs, Zapato and Trujillo Ranches;

Also to recover against the defendants Loren B. Sylvester, Richard W. Hosford, and The Medano Springs Cattle Company, any deficiency upon said indebtedness after the sale of said mortgaged premises, and to recover against defendants, Omaha Cattle Loan Company and Charles A. Dyer, any balance due for interest, taxes and rentals upon said premises and indebtedness for the year 1904, and to foreclose all equity of redemption, interest, right or claim of the defendants, and all of them, in or to said property and the whole thereof, and to bar all claims made by the defendants, or any of them, adverse to the rights of plaintiff. Also, for the appointment of a Receiver to take possession of said property, and to preserve the same and collect the rents, issues and profits thereof, during the pendency of this suit and during the period of redemption, and for attorney's fees and costs; all of which will more fully appear by reference to the complaint in said action.

That the property situated in Costilla County, State of Colorado, affected by said action, is as follows, viz: (Other property) and S½ of NW¼, N½ of SW¼ Sec. 2; in Tp. 27 S. R. 73 W., 6th P. M. S½ of SW¼; NE¼ of SW¼; SE¼ of NW¼;

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Sec. 35, Tp. 26, S. R. 73 W. 6th P. M.
N½ of NW¼ Sec. 2; and E½ of NW¼ Sec. 3; Tp. 27, S. R. 73 W., 6th P. M.

Also the following ditches, and all water priorities adjudicated thereto or carried therein, in Water District No. 25; - (Other ditches) and
The Los Ojos Ditch, taking its supply of water from Big Spring Creek;
The Hull Ditch, taking its supply of water from Big Spring Creek;
The South Ditch No. 1, taking its supply of water from Little Spring Creek;
The South Ditch No. 2, taking its supply of water from Little Spring Creek.

That the property situated in Saguache County, Colorado, affected by said action, is as follows, viz: (Property not appurtenant to this abstract of title.)

Said action was commenced on the 11th day of July A. D. 1904,

Henry C. Flower, Plaintiff,

Flower Peters & Bowersock
Goudy & Twitchell
Attorneys for Plaintiff.

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J. C. L. VALDES, Sheriff
of said Costilla County, Colorado

TO

HENRY C. FLOWER

SHERIFF'S CERTIFICATE OF PURCHASE
Dated: July 10th, 1905
Filed: July 10th, 1905
Consideration: $183,000
Recorded: Book 48 Page 1
Costilla County Records

Do hereby certify that by virtue of a decree of the District Court of said Costilla County, State of Colorado, entered in said Court on the 18th day of May, A. D. 1905, being one of the juridical days of the April Term, A. D. 1905, of said Court in a certain cause pending in said Court wherein Henry C. Flower is plaintiff and Loren B. Sylvester, Richard W. Hosford, The Medano Springs Cattle Company, Lizzie B. Sylvester, Jessie A. Hosford, Fairfield Sylvester, Sr., Osborne W. Sylvester, Frank G. Sylvester, Isaac W. Rice, Robert A. Sylvester, Mary E. Rice, John Woodford, Laura B. Woodford, Amado Medina, Faustin Medina, W. B. McMechan, W. B. McMechan, Trustee, Charles A. Dyer, John Meyer, Omaha Cattle Loan Company, Sidonia Hosford, Ida F. Hosford, A. C. Hind, (Whose first name is unknown to plaintiff) and Julia E. Kemler, are defendants, and by virtue of the process of said Court issued in said cause, dated the 2nd day of June, A. D. 1905, and to which was attached a certified copy of said Decree, wherein

(Cont. Book 48 Page 1, Costilla County Records #2) Page 102

I am commanded to sell certain property hereinafter described for the purpose of making the sum of One Hundred Seventy-nine thousand Five Hundred Forty-eight and 25/100 Dollars ($179,548.25) with lawful interest thereon from the date of the decree, besides the sum of Fifty-nine Hundred Seventeen and 01/100 dollars ($5917.01), Receiver's expenses, and also costs of suit and expenses of sale, I did, on the Tenth day of July, A. D. 1905, commencing at the hour of 11 o'clock A. M. of said day, after advertising for sale in accordance with law and the terms and directions of said decree, expose for sale at public vendue to the highest and best bidder for cash, the property in said decree directed to be sold and hereinafter described, and all the right, title and interest of the said defendants hereinabove named, therein said property being described as follows, to-wit: the following lands being situate in the County of Costilla and State of Colorado, to-wit: (Other Property) and the South Half of Northwest Quarter and the North Half of the Southwest Quarter of Section Two (2), in Township Twenty-seven (27) South of Range Seventy-three (73) West, Sixth P. M., Containing 8305.27 acres, more or less.

Also, all the following ditches, water rights and privileges, located in Water District No. 25, in Costilla County, Colorado, and claimed under and by virtue of a decree of the District Court of said County of Costilla, state aforesaid, duly entered in said Court on the 26th day of March, A. D. 1895, and appurtenant to said lands, viz: (Other water rights) and

The Los Ojos Ditch, which takes its supply of water from Big Spring Creek

and is used to irrigate 2000 acres of land, together with thirty-three and thirty-three hundredths (33.33) cubic feet of water per second of time;

The Hull Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 1000 acres of land, together sixteen and sixty-six hundredths (16.66) cubic feet of water per second of time;

The South Ditch No. 1, which takes its supply of water from Little Spring Creek, and is used to irrigate 800 acres of land, together with thirteen and thirty-three hundredths (13.33) cubic feet of water per second of time.

The South Ditch No. 2, which takes its supply of water from Little Spring Creek and is used to irrigate 1200 acres of land; together with twenty (20) cubic feet of water per second of time;

Also the South Half of the Southwest Quarter; the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter, of Section Thirty-five (35), Township Twenty-six (26) South of Range Seventy-three (73) West, 6th P. M.; the North Half of the Northwest Quarter of Section Two (2); and the East Half of the Northwest Quarter of Section Three (3), in Township Twenty-seven (27) South of Range Seventy-three (73) West, 6th P. M. containing 320.85 acres;

Also all other ditches and ditch rights, water rights, Priorities, privileges, springs and wells, constructed upon, used with, appurtenant to or connected with all or any of the lands hereinabove described, whether the same be particularly described herein or not.

That the deeded property above described was first offered for sale in seprate parcels and tracts, and the leased property was offered in bodies covered by the respective leases, and there being no bids for the same in such seprate parcels, said property was offered as a whole, and Henry C. Flower, the plaintiff in said cause, bid therefor the sum of($183,000) One hundred and Eighty-three thousand Dollars, which being the highest and best bid offered for said property, the whole of said property above described was struck off and sold to the said Henry C. Flower, and the said Henry C. Flower or his assigns, will be entitled to a Deed for the said premises so sold to him, on the eleventh day of April, A. D. 1906, unless said property be redeemed according to law.

J. C. L. Valdes
Sheriff of said Costilla County,
Colorado

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J. C. L. VALDES
Sheriff of the County of Costilla
In the State of Colorado

TO

HENRY C. FLOWER
Kansas City, Missouri

SHERIFF'S DEED
Dated: April 28, 1906
Filed: May 1, 1906
Consideration: Premises
Recorded: Book 47, Page 12
Costilla County Records

CONVEYS:

(Leases and (Other property) and the South Half of the Northwest quarter and the North Half of the Southwest quarter of Section Two (2), all in Township Twenty-seven (27), South of Range Seventy-three (73) West, Sixth P. M. Containing 8305.27 acres more or less.

Also, all the following ditches, water rights and privileges located in Water District No. 25, in Costilla County, Colorado, and claimed under and by virtue of the decree of the District Court of said County of Costilla, State aforesaid, duly entered in said Court on the 26th day of March A.D. 1895 and appurtenant to said lands, viz: The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 2000 acres of land, together with thirty-three and thirty-three hundredths (33.33) cubic feet of water per second of time.

The Hull Ditch, which takes its supply of water from Big Spring Creek, and

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(Cont. Bk. 47, P. 12, Costilla Co. Rec. #2)

is used to irrigate 1000 acres of land, together with sixteen and sixty-six hundredths (16.66) cubic feet of water per second of time.

The South Ditch No. 1, which takes its supply of water from Little Spring Creek, and is used to irrigate 800 acres of land together with thirteen and thirty-three hundredths (13.33) cubic feet of water per second of time.

The South Ditch No. 2, which takes it_s supply of water from Little Spring Creek, and is used to irrigate 1200 acres of land, together with (20) cubic feet of water per second of time, and (Other ditches).

Also the South Half of the Southwest quarter; the Northeast quarter of the Southwest quarter and the Southeast Quarter of the Northwest quarter of Section Thirty-five (35), Township Twenty-six (26) South of Range Seventy-three (73) West, 6th, P. M., and

Also the North Half of the Northwest quarter of Section Two (2) and the East Half of the Northwest Quarter of Section Three (3) in Township Twenty-seven (27) South of Range Seventy-three (73) West, 6th P. M. containing 320.85 acres.

Also all other ditches and ditch rights, water rights, priorities, privileges, springs and wells, constructed upon, used with, appurtenant to or connected with all or any of the lands hereinabove described, whether the same ditches and rights be particularly described herein or note.

Whereas, at the April Term, A. D. 1905, of the District Court of said Costilla County, State of Colorado in a certain cause therein pending, wherein Henry C. Flower was plaintiff and Loren B. Sylvester, Richard W. Hosford, The Medano Springs Cattle Company, Lissie B. Sylvester, Jessie A. Hosford, Fairfield Sylvester, Sr., Osborne W. Sylvester, Frank G. Sylvester,

(Cont. Book 47 Page 12, Costilla County Records #3)

Isaac W. Rice, Robert A. Sylvester, Mary E. Rice, John Woodford, Laura B. Woodford, Amado Medina, Faustin Medina, W. B. McMechan, Trustee, Charles A. Dyer, John Meyer, Omaha Cattle Loan Company, Sidonia Hosford, Ida F. Hosford, A. C. Hind and Julia E. Kemler were defendants, said Henry C. Flower did recover a certain judgment and decree for the sum of One Hundred Seventy-nine Thousand Five Hundred Forty-eight and 25/100 Dollars ($179,548.25), besides the sum of Fifty-nine Hundred Seventeen and 01/100 Dollars ($5917.01), Receiver's expenses, and also costs of suit, and for the foreclosure of certain mortgages and for the sale of all and singular the mortgaged premises or so much thereof as should be required to be sold to satisfy said indebtedness, expenses of said sale and costs, and the Sheriff of said County of Costilla was directed to execute such decree, upon which decree process of said Court was on the 2nd day of June, A. D. 1905, duly issued and directed to said Sheriff in accordance with law and the terms of said decree, commanding the Sheriff of said County to execute said decree of court, to which process was attached a duly certified copy of said decree; and,

Whereas, by virtue of said process and said decree, and in accordance with the terms thereof and of the law of said State of Colorado, said mortgaged premises were by the said Sheriff offered for sale at public vendue on the 10th day of July, A. D. 1905, at the hour of 11 o'clock A. M. of said day, (the time and place of said sale having been first duly advertised according

(Cont. Book 47 Page 12, Costilla County Records #4)

to law and the terms of said decree,) and the said mortgaged lands and premises herein described were, at said time and place, and at such sale, duly struck off and sold as a whole to Henry C. Flower, for the sum of One Hundred Eighty-three Thousand Dollars, ($183,000.00), he being the highest and best bidder therefor; and in executing said decree and process of court and making said sale, said Sheriff fully and in all respects complied with the terms, provisions, requirements and conditions of said decree and process of court, and with the provisions of the laws of the State of Colorado; and

Whereas, more than nine (9) months have expired since the date of said sale, and said lands and premises have not been redeemed;

ACKNOWLEDGED: April 30th, 1906, by J. C. L. Valdes, Sheriff of said County of Costilla, in said State, before C. F. Meyer, County Clerk of Costilla County, Colorado. (Seal)

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THE MEDANO SPRINGS RANCH COMPANY
Organized under and by virtue of the laws of the State of Colorado

BY
FRANK C. GOUDY,
L. F. TWITCHELL
JOHN M. WOY

CERTIFICATE OF INCORPORATION
Dated: May 17th, 1906
Filed: May 21st, 1906
Consideration: - - - - -
Recorded: Book 1 of Filings Page 234
Costilla County Records

OBJECTS: To do a general ranching, farming, and live stock buying, raising, breeding, selling and marketing business; to acquire by purchase, lease or otherwise, and to hold, use, cultivate and improve, farm and ranch lands, and real estate, water and ditch rights and privileges, and live stock of all kinds, and the rights to brands and other markings for such live stock; and any and all other property necessary, proper or incident to the business aforesaid. To sell and dispose of any or all of its property, as it may deem proper. Our said Company shall have power to borrow money and pledge any and all of its property, assets, privileges and franchises for the purpose of securing the repayment thereof; to own, hold and dispose of shares of stock in any like company, or in any water or ditch company, to have, hold and dispose of any bonds, notes, or other securities for any indebtedness that may become due to it in any manner, or to receive such securities for any property sold; and generally,

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(Cont. Inc. The Medano Springs Ranch Company #2)

to do any and all things and exercise any and all powers incident or proper to the carrying out of the powers hereinabove enumerated, or incident or proper to the conduct of the business for which our said company is created.

The capital stock of our said Company shall be Two Hundred Fifty Thousand Dollars ($250,000.00), divided into Twenty-five Hundred (2500) shares, of One Hundred Dollars ($100) for each share.

Our said company is to exist for the term of Twenty (20) years.

The affairs and management of our said Company shall be under the control of a Board of Five Directors, and Henry C. Flower, Henry C. Brent, William F. Comstock, James W. S. Peters and LaFayette Twitchell are hereby selected to act as directors of said company and to manage the affairs and concerns thereof during the first year of its existence and until their successors are selected.

The principal business will be carried on in the counties of Costilla and Saguache, in the State of Colorado, and it may carry on its business in such other counties in the State of Colorado as the Board of Directors may from time to time determine. etc. etc.
Principal office shall be kept in the City of Denver and State of Colorado.

ACKNOWLEDGED: May 17th, 1906, by Frank C. Goudy, L. F. Twitchell, and John M. Woy, before Charles H. Redmond, Notary Public, City and County of Denver, Colorado. Commission expires February 28th, 1907. (Notarial Seal)

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Entry 47

Filed for record Aug. 16, 1906, at 11 A.M. and recorded in Book 48 Page 65, Costilla County Records

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CERTIFICATE OF FULL PAID STOCK
THE MEDANO SPRINGS RANCH COMPANY.

We the undersigned, Henry C. Flower, President and Director, and Henry C. Brent, James W. S. Peters, William F. Comstock and L. F. Twitchell, Directors of the Medano Springs Ranch Company, a Corporation, duly organized and existing under the laws of the State of Colorado do hereby certify:

1st. That the Capital Stock of said Company is fixed in its Certificates of Incorporation at $250,000.00 divided into 2500 shares of the par value of $100 for each share.

2nd. That all of said stock has been duly issued and fully paid in, as follows

For property necessary for the business of the Company 2495 shares of par value of	$249,500.00
In cash for five shares of the par value of	500.00
Total	$250,000.00

In Witness whereof we have hereunto set our hands and the seal of said Company at Denver, Colorado, this 25th day of May 1906. Henry C. Flower
President and Director
Henry C. Brent, James W. S. Peters
W. F. Comstock, L. F. Twitchell,
Directors.

Cont. Book 48 Page 65, Costilla County Records #2) Page 112

Subscribed and sworn to by Henry C. Flower, Henry C. Brant, William F. Comstock and James W. S. Peters, before Otto Basye, Notary Public, Jackson County, Missouri. Commission expires Dec. 27, 1909. (Seal)

Subscribed and sworn to by L. F. Twitchell, before Charles H. Redmond, Notary Public, City and County of Denver, Colorado. Commission expires Feby. 28, 1907. (Seal)

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HENRY C. FLOWER

TO

THE MEDANO SPRINGS RANCH COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Colorado

SPECIAL WARRANTY DEED
Dated: October 1, 1906
Filed: Nov. 4, 1906
Consideration: $249,500.00
Recorded: Book 47, Page 90
Costilla County Records

CONVEYS: (Other property) and the South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section Two (2), all in Township Twenty-seven (27) South of Range Seventy-three (73) West Sixth P. M., containing 8305.27 acres, more or less. Also, the following ditches, water rights and privileges, located in Water District No. 25 in Costilla County, Colorado, and claimed under and by virtue of the decree of the District Court of said County of Costilla, State aforesaid duly entered in said Court, on the 26th day of March, A. D. 1895, and appurtenant to said lands, viz: The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 2000 acres of land, together with 33.33 cubic feet of water per second of time.
The Hull Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 1000 acres of land, together with 16.66 cubic feet of water

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(Cont. Bk. 47, P. 90, Costilla Co. Rec. #2)

per second of time. The South Ditch No. 1, which takes its supply of water from Little Spring Creek, and is used to irrigage 800 acres of land, together with 13.33 cubic feet of water per second of time. The South Ditch No. 2, which takes its supply of water from Little Spring Creek and is used to irrigate 1200 acres of land; together with 20 cubic feet of water per second of time, and (Other ditches).
Also, the South Half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter of Section Thirty-five (35) Township Twenty-six (26) South of Range Seventy-three (73) West, 6th P. M.
The North Half of the Northwest Quarter of Section Two (2); and the East Half of the Northeast Quarter of Section Three (3) in Township Twenty-seven (27) South of Range Seventy-three (73) West 6th P. M.
The last above described lands containing 325.85 acres.
Also all other ditches and ditch rights, water rights, priorities, privileges, springs and wells constructed upon, used with, appurtenant to or connected with all or any of the lands hereinabove described, whether the said ditches and rights be particularly described herein or not, and all reservoir and reservoir sites and rights connected with or in any way projected for furnishing or supplying water to the above described lands, or any thereof.

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(Cont. Bk. 47, P. 90, Costilla Co. Rec. #3)

ACKNOWLEDGED: October 30, 1906 by Henry C. Flower, before Otto Basye, Notary Public, Jackson County, Missouri. Commission expires December 27, 1909. (Seal)

Filed for record April 21st, 1911, Recorded in Book 74 Page 516, Costilla County Records — Page 116 entry 49

LOCATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, That Dr. S. S. Smythe, J. H. Gardiner, C. C. Miton, E. C. Stevens, J. E. Preston, E. P. Baggs and C. E. Parlin, the undersigned citizens of the United States, residents of the County of Denver, State of Colorado, having complied with the provisions of Chapter 6 Title XXXII, of the Revised Statutes of the United States, and with the local customs, laws and regulations, claim by right of discovery and location, The Lincoln No. 5 placer claim, situate, lying and being in Madamo Mining District County of Costilla and State of Colorado, described by metes and bounds as follows, to-wit: Beginning at the N. E. Corner Stake No. 1; thence West 2640 ft. to cor. stake No. 2, thence South 2640 ft. to cor. stake No. 3; thence East 2640 ft. to cor. stake No. 4; thence North 2648 ft. to place of beginning. The N. E. Corner of this claim is tied to the S. E. corner of the West ½ of the N.W.¼ Sect. 24 Patented land and is 5280 ft. East and 13200 ft. due North which is about 1200 ft. East of Herards lower gate. This claim is the West ½ of the N.W.¼ Sec. 2 and the East ½ of the N/E.¼ Sec. 3 Township 27 S. R. 73 W. of the 6th P. M., Colorado.

Date of Discovery April 13th, 1911. Area 160 acres, said claim was located on the 15th day of April A. D. 1911.

Date of certificate April 19th, A. D. 1911.

(Cont. Book 74 Page 516, Costilla County Records #2) Page 117

Attest:

T. L. King
W. F. Kyle

Dr. S. S. Smythe
G. E. Smythe
J. H. Gardiner
C. C. Miton
E. C. Stevens
J. E. Preston
E. P. Baggs
C. E. Parlin

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THE MEDANO SPRINGS RANCH COMPANY
By Henry C. Flower, President
Attest: W. F. Comstock, Secretary
(Seal)

TO

GEORGE W. LINGER,
City and County of Denver, State of Colorado

DEED
Dated: September 26th, 1912
Filed: October 21st, 1912
Consideration: $200,000.00
Recorded: Book 86, Page 207
Costilla County Records

CONVEYS: (Other Property) and the South half of the Northwest Quarter and the North half of the Southwest Quarter of Section Two (2), in Township Twenty-seven (27) South of Range Seventy-three (73) West Sixth P. M.; Containing 8305.27 acres more or less; Also, the South Half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter of Section Thirty five (35); Township Twenty-six (26) South of Range Seventy-three (73) West, 6th P. M. The North Half of the Northwest Quarter of Section Two (2) and the East Half of the Northeast Quarter of Section Three (3); in Township Twenty-seven (27) South of Range Seventy-three (73) West, 6th P. M.; The last above described lands containing 320.85 acres.

Also the following ditches, water rights, priorities and privileges located in Water District No. 25 in Costilla County, Colorado, and claimed under and

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(Cont. Book 86 Page 207, Costilla County Records #2)

by virtue of Appropriation and of the Decree of the District Court of said Costilla County, State aforesaid, duly entered in said District Court on the 26th day of March, A. D. 1895 and used upon, in connection with and appurtenant to said lands, viz: (Other ditches) and

The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 2000 acres of land; together with 33.33 cubic fest of water per second of time;

The Hull Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 1000 acres of land; together with 16.66 cubic feet of water per second of time;

The South Ditch No. 1, which takes its supply of water from Little Spring Creek, ad is used to irrigate 800 acres of land; together with 13.33 cubic feet of water per second of time;

The South Ditch No. 2, which takes its supply of water from Little Spring Creek, and is uded to irrigate 1200 acres of land; together with 20 cubic feet of water per second of time;

Also all other ditches, ditch rights and privileges, water rights and priorities, springs and wells constructed upon, used with, appurtenant to or connected with any of the lands hereinabove described and which are now owned by said party of the first part whether the said ditches and rights be particularly described herein or not, and all reservoir and reservoir sites and

(Cont. Book 86 Page 207, Costilla County Records 3#)

rights connected with or in any way projected for furnishing or supplying water to the above described lands or any thereof and which may be owned by the party of the first paty.

The lands above described are conveyed subject to existing rights of way for roads and ditches over said land.

ACKNOWLEDGED: September 26th, 1912, by Henry C. Flower and W. F. Comstock, the President and Secretary respectively of said The Medano Springs Ranch Company, the grantor in said Instrument as party of the first part, before H. B. Leavens, Notary Public, Jackson County, Missouri. Commission expires Nov. 17th, 1913.

(Seal)

GEORGE W. LONGER
TO
HENRY C. FLOWER
Jackson County, Missouri

REAL ESTATE MORTGAGE
Dated: October 1st, 1912
Filed: October 21st, 1912
Consideration: Premises & $1.00
Recorded: Book 86, Page 210
Costilla County Records

CONVEYS:

(Leases and Other Property) and the South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section Two (2); in Township Twenty-seven (27) South of Range Seventy-three (73) West Sixth P. M. Containing 8305.27 acres more or less; Also the South half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter of Section Thirty-five (35); Township Twenty-six (26) South of Range Seventy-three (73) West, 6th P. M. The North half of the Northwest Quarter of Section Two (2); and the East Half of the Northeast Quarter of Section Three (3); in Township Twenty-seven (27) South of Range Seventy-three (73) West, 6th P. M.; the last above described lands containing 320.85 acres;

Also the following ditches, water rights, priorities and privileges located in Water District No. 25 in Costilla County, Colorado, and claimed under and

(Cont. Book 86 Page 210, Costilla County Records #2) Page 122

by virtue of appropriation and of the Decree of the District Court of said Costilla County, State aforesaid duly entered in said District Court on the 26th day of March A. D. 1895, and used upon, in cinnection with and appurtenant to said lands Vix: (Other water rights) and

The Los Ojos Ditch, which takes its supply of water from Big Spring Creek and is used to irrigate 2000 acres of land;together with 33.33 cubic feet of water per secind of time;

The Hull Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate 1000 acres of land; together with 16.66 cubic feet of water per second of time;

The South Ditch No. 1, which takes its supply of water from Little Spring Creek, and is used to irrigate 800 acres of lanf, together with 13.33 cubic feet of water per second of time;

The South Ditch No. 2, which takes its supply of water from little Spring Creek, and is uded to irrigate 1200 acres of land; together with 20 cubic feet of water per second of time;

Also all other ditches, ditch rights and privileges, water rights and priorities, springs and wells constructed, used with, appurtenant to or connected with, or which may, during the life of this mortgage become appurtenant to or connected with any of the lands hereinbefore described and which are now owned by said party of the first part, whether the said ditches and

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(Cont. Book 86 Page 210, Costilla County Records #3)

rights be particularly described herein or not, and all reservoir sites and rights connected with or in any way projected for furnishing or supplying water to the above described lands or any thereof, and which may be owned by the party of the first part.

The conveyance of the above lands is subject only to exixting rights of way for roads and ditches over said lands.

Whereas, George W. Linger, first party, is justly indebted to the said second party in the sum of One Hundred and Six Thousand eight hundred and eighty five Dollars ($106,885.00) and for said principal sum executed his eight certain coupon promissory notes bearing even date herewith and payable to the said party of the second part, or his order, for the following sums, and at the following dates respectively:

One note for the sum of $13,000 due December 1, 1915
One note for the sum of $13,000 due December 1, 1916
One note for the sum of $13,000 due December 1, 1917
One note for the sum of $13,000 due December 1, 1918
One note for the sum of $13,000 due December 1, 1919
One note for the sum of $13,000 due December 1, 1920
One note for the sum of $13,000 due December 1, 1921
One note for the sum of $15,885 due Decmeber 1, 1922, all bearing interest from date at the rate of six per cent per annum, the first installment of

(Cont. Book 86 Page 210, Costilla County Records #4) Page 124

said interest being for eight months and payable on the 1st day of June, 1913 the next installment of interest being for six months and payable on the 1st day of December, 1913, and thereafter the interest is payable semi-annually on the first day of June and the 1st day of December of each year and is evidenced by interest coupons attached to said notes respectively, the principal notes and interest coupons all bearing interest at the rate if six per cent per annum after maturity, and are payable at the office of The Fidelity Trust Company, Kansas City, Missouri; each of said notes provides that on failure to pay any installment of interest when due the holder thereof may declare the principal due and payable at once, said notes having been executed for a part of the purchase price of the land and water rights herein described;

ACKNOWLEDGED: October 17th, 1912 by George W. Linger, before Frank H. Regennitter, Notary Public, City and County of Denver, State of Colorado. Commission expires March 4, 1913. (Seal)

On margin is written in red ink: "Fully Released by Rec. No. 38170, Alamosa County Records."

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Reception No. 38170
RELEASE OF MORTGAGE
Dated: April 24, 1923
Filed: May 17, 1929
Consideration: Payment in full
Recorded: Book 60 Page 413
Alamosa County Records

HENRY C. FLOWER

TO

GEORGE W. LINGER

Know all men by These Presents:
That Henry C. Flower, does hereby acknowledge satisfaction and payment in full of a certain real estate mortgage bearing date the first day of October, A. D. 1912, executed by George W. Linger, to Henry C. Flower, which said mortgage was duly received and filed for record in the Office of the County Clerk and Recorder of Costilla County, State of Colorado, on the 21st day of October, A. D. 1912, and duly recorded in Book 86 of the records of said office, beginning on page 210; and was recorded in Saguache County in Book 129 of the records of said last named office at page 198 ; and the indebtedness secured by said mortgage having been paid in full, said Henry C. Flower hereby relinquishes and releases all lien and right which might or could be claimed under said mortgage to all and every part of the property described therein, and said mortgage and lien thereof by these presents fully released and forever discharged.

(Cont. Rec. #38170, Bk. 60, Pg. 413, Ala. Co. Rec. #2) Page 126

Since the execution of the mortgage aforesaid, the boundary lines of said Costilla County have been changed and Alamosa County created, and that property in said Mortgage described as situate in Costilla County is now included within the County of Alamosa, State of Colorado, and this release is intended to be a full discharge of all property wherever situate - from the lien of said Mortgage.

ACKNOWLEDGED: April 24, 1923, by Henry C. Flower, before Earl I. Vaughan, Notary Public, Jackson County, Missouri. Commission expires October 27, 1926.
(Notarial Seal)

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entry 53

Reception No. 2723, Filed for record Oct. 26, 1915
Recorded in Book 12 Page 539, Alamosa County Records

LOCATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, citizens of the United States, residents of the Counties of Costilla, Boulder and Pueblo State of Colorado, having complied with the provisions of Chapter 6, Title XXXII, of the Revised Statutes of the United States, and with the local customs, laws and regulations, claim by right of discovery and location, as a placer claim, the following described premises situate lying and being in Blanca Mining District, County of Alamosa and State of Colorado, to-wit:

Beginning at the SE corner of Section 34, Township 26 South, Range 73 West of the Sixth Principal Meridian, and proceeding thence West 2640 feet to the SW corner of Stake #2, thence N. 660 feet, thence E 660 feet, thence N 660 feet, thence E 660 feet, thence N 1320 feet, thence E 660 feet, to the NW corner of stake #3, thence E 1980 feet to the NE corner of stake #4, thence S 660 feet, thence W 660 feet, thence S 1320 feet, thence W 660 feet, thence S 1320 feet to the SE corner of stake #1, the point of beginning, designated as the "Kentucky" placer. Area of claim 160 acres. Said claim was located on the 27th day of September, A.D. 1915. Date of certificate October 21st, A.D. 1915. Attest: Clara Galusha J. W. Galusha
J. M. Hughes Gilbert Longshore
Ed. T. Dow H. B. Christopherson
John F. Burkhart C. H. W. Smith

(10¢ I.R. Affixed & Canceled)

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entry 54

Reception No. 20831

ALBERT F. LINGER, Administrator
of the estate of George W. Linger,
deceased

TO

THE FIRST NATIONAL BANK
of Denver, Colorado

ADMINISTRATOR'S MORTGAGE
Dated: May 1st, 1923
Filed: May 4, 1923, 9:30 A. M.
Consideration: $60,000.00
Recorded: Book 38 Page 522 to 527
Alamosa County Records

CONVEYS: (Other property) and the North west quarter and the North half of the South west quarter of Section two (2); the East half of the Northeast quarter of Section Three (3), in Township twenty seven (27) South, Range seventy three (73) West of the

6th P. M. and the East half of the South west quarter and the South west quarter of the South west quarter and the South east quarter of the North west quarter of Section Thirty five (35), all in Township twenty six (26) South, Range seventy three (73) West, 6th P. M.

Also the following ditches, water rights, priorities and privileges located in Water District No. 25 in the State of Colorado, and claimed under and by virtue of appropriation and decree of the District Court of said Costilla County in the State aforesaid, and by decree of the District Court of Saguache County, State aforesaid, and used upon, in connection with and appurtenant to said land, viz: (Other water rights) and

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The Los Ojos Ditch, taking its supply of water from Big Spring Creek with priority No. 3 of Date May 10th, 1875 for 33.33 second feet.

The Hull Ditch, taking its supply of water from Big Spring Creek with priority No. 4 of date May 1, 1877, for 16.66 second feet.

The South Ditch No. 1, taking its supply of water from Little Spring Creek with priority No. 8 of date May 1, 1881, for 13.33 second feet.

The South Ditch No. 2 takes its supply of water from Little Spring Creek, together with 20 second feet of water;

Also all other ditches, ditch rights and privileges, water rights, priorities, springs and well constructed upon, used with, appurtenant to, or connected with any of the lands hereinabove described which are now owned by the Estate of George W. Linger, deceased, whether said ditches and rights be particularly described herein or not, and reservoirs and reservoir sites and rights connected therewith.

The conveyance of the above land is subject only to existing rights of way for roads and ditches over said lands.

That whereas, in the matter of the estate of George W. Linger, deceased, pending in the County Court of the City and County of Denver, State of Colorado, sitting in probate and numbered 28600 upon the docket of said court, the party of the first part as administrator of said estate of George W. Linger, deceased, on to-wit: The 14th day of February A.D. 1923, filed in

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(Cont. Rec. #20831, Bk. 38, Pg. 522, to 527, Ala. Co. Rec. #3)

said Court his petition to mortgage that certain real estate and the water rights thereunto belonging described as Parcel No. 3 in said petition and fully described below, and this Court then made and entered its order fixing the 26th day of March a. d. 1923, for hearing upon said petition, which hearing was duly continued until the 24th day of April, A.D. 1923, for hearing and after due service of notices of said hearing and service of copies of said petition, as required by law and after due procedure, said petition and application was duly heard by said court on said 24th day of April 1923, and an order and decree then entered by this Court finding due service upon each and all of the heirs and parties in interest (other than creditors) to-wit: upon Earl O. Linger and Howard K. Linger, adult sons of said deceased, Albert L. Linger and Lyman G. Linger, minor sons, and Margaret L. Linger, minor daughter of said deceased, Howard K. Linger, the legal guardian of said minor heirs, and Francis J. Knauss, duly appointed guardian ad litem of said minor heirs in said proceeding; that proper and legal grounds existed for the mortgaging of said real estate so petitioned to be mortgaged, having due regard for the rights of all; that said petitioner had executed and filed in said court a bond with good and sufficient surety conditioned for the faithful accounting of all moneys received from such mortgaging in the penal sum of more than twice the amount of money so to be borrowed upon said realty, and double the appraised value of the real estate to be mortgaged, which bond was duly approved by the court, that inventory of the real

(Cont. Rec. #20831, Bk. 38, Pg. 522, Ala. Co. Rec. #4)

estate and personal property and appraisement of same had been duly made, filed and approved by the court, and the Court being sufficiently advised in the premises, ordered, adjudged and decreed that said petitioner, Albert F. Linger, administrator as aforesaid, be authorized to borrow for said Estate at private borrowing and mortgaging and without requiring notice thereof, the sum of not exceeding $60,000.00 upon the security of said Parcel No. 3 of said real estate described in said petition, and to give his note or notes as such administrator and which note or notes should bind the estate for the sum so borrowed and as might be required, payable not less than one nor more than 5 years after date and to bear interest at not exceeding 8% per annum, the interest to be paid semi-annually or quarter annually as might be arranged, and as such administrator to secure the repayment of said money so borrowed, and of said note or notes and interest, to execute and deliver a mortgage upon said Parcel No. 3 in said petition and hereinafter described, and upon all the interest therein of said administrator and of said estate and of said heirs above named, and all creditors and parties in interest in said estate, and in connection therewith to pledge and assign in pledge all leases and lease hold rights to realty and property rights which might be held and used in connection with said Parcel No. 3 and upon completing arrangements for such borrowing and mortgaging make report to this court for its approval and confirmation, and

Whereas, said party of the first part in strict accordance with law and

(Cont. Rec. #20831, Bk. 38, Pg. 522, Ala. Co. Rec. #5)

with the terms of said order and decree of court did at private borrowing and mortgaging arrange with the party of the second part to borrow from it the sum of $60,000.00 at 8% interest, such interest payable quarter annually upon notes of the party of the first part as such administrator, all dated May 1st, 1923, payable:

$2500.00 one year after date; $2500.00 two years after date;
$5000.00 three years after date: $5000.00 four years after date;

and the remaining $45,000.00 five years after date, and upon the terms and conditions as more fully hereinafter set forth in this mortgage, and

Whereas, thereafter on the 1st day of May 1923, to which date this matter was duly continued as aforesaid, said party of the first part as administrator aforesaid, submitted to this court his report of said arrangement to mortgage and mortgaging of said Parcel No. 3 so made as aforesaid, together with the notes to be given for said borrowed money, all as described herein and together with this mortgage to be executed, and then filed in said Court his affidavit that the party of the first part did not directly or indirectly act or become interested as mortgagee in said real estate mortgage, and has no interest direct or indirect in any such loaning of said funds; and on said last named day said court by its order then duly entered found that in making said loan and mortgaging said property, said party of the first part as such administrator had in all respects proceeded according to law and with the order of the court in the premises, and that said borrowing and

mortgaging were legally and fairly conducted and that the sum borrowed was not in excess of the amount fixed by this court, that the said party of the first part has obtained the most favorable terms and the least rate of interest that could be obtained in said borrowing and mortgaging; that said party of the first part was not directly or indirectly interested in such mortgage of said premises; that in making such mortgage due regard was had for the rights of all parties interested and thereupon ordered and decreed that said borrowing and mortgaging of said real estate be and the same was duly approved and confirmed by said Court, and said Court thereupon authorized, directed and empowered said party of the first part to execute and deliver unto said party of the second part the notes above referred to, and a mortgage upon said premises, Parcel No. 3, in said petition and herein described. And now the party of the first part having received for said Estate said money so borrowed and being so justly indebted as aforesaid to said party of the second part in the principal sum of $60,000.00 has evidenced same by his five promissory notes as such administrator as aforesaid, each bearing even date herewith and payable to said party of the second part or its order, as follows, to-wit:

One note for $2500.00 due and payable one year after date; One note for $2500.00 due and payable two years after date; One note for $5000.00 due and payable three years after date; One note for $5000.00 due and payable four years after date; One note for the balance of $45,000.00 due and payable

five years after date.

All of which notes bear interest from date at the rate of eight per cent per annum, interest payable quarter-annually, all payable at the Banking House in Denver, Colorado, of said party of the second part. It being agreed that said notes due May 1st, 1927 and May 1st, 1928 at the option of the party of the first part may be paid on or after May 1st, 1926 said notes having been executed in pursuance of the order aforesaid, and

Whereas, to secure the payment of said notes and interest aforesaid this mortgage is executed.

It is further agreed that the lien of this mortgage shall extend to and cover any renewals of leases upon the leased land above described and this mortgage is to be taken and held as an assignment of such leases and renewals thereof to said mortgagee for the purposes thereof. And in case of a foreclosure of said mortgage, said party of the first part, his successors or assigns, or the heirs of said deceased, will make such other and further assignments thereof as will secure to the purchaser or purchasers at such foreclosure sale, the title to such leases; that said party of the first part or the heirs of said estate will in the meantime pay the rentals upon said leases or any renewals thereof, as they become due, provided, however that nothing herein shall require the party of the first part to renew any of said leases, which in his judgment and the judgment of the party of the second part are not advisable to renew for the benefit of said property and

(Cont. Rec. #20831, Bk. 38, Pg. 522, Ala. Co. Rec. #8) Page 135

said estate.

(Deed contains a Receiver's Clause)

ACKNOWLEDGED: May 1, 1923, by Albert F. Linger, as Administrator of the Estate of George W. Linger, deceased, before Edward C. King, Notary Public, City and County of Denver, Colorado. Commission expires March 20, 1924.
(Notarial Seal)

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Entry 55

Reception No. 38171

THE FIRST NATIONAL BANK OF DENVER
By John Evans, Its President
(Corporate Seal)
Attest: J. G. Houston, Cashier
TO
ALBERT F. LINGER, as Administrator of the Estate of George W. Linger, Deceased.

SATISFACTION & RELEASE OF MORTGAGE
Dated: April 24, 1929
Filed: May 17, 1929
Consideration: Full Payment
Recorded: Book 60 Page 413
Alamosa County Records

Does hereby acknowledge satisfaction and payment in full of a certain real estate mortgage given, executed and delivered by Albert F. Linger, as Administrator of the Estate of George W. Linger, Deceased, as the mortgagor, under due authority from, and decree and order duly entered, of the County Court of the City and County of Denver, State of Colorado, in which Court said estate is being administered, to said The First National Bank of Denver, as mortgagee, to secure the notes of said mortgagor to said mortgagee, for money then duly borrowed from said mortgagee in the aggregate sum of $60,000.00; said mortgage and notes bearing date the first day of May, 1923, and being upon that certain real estate, water and ditch rights and privileges, and on equities and leasehold rights in realty situate principally in said County of Alamosa and a part thereof in said Saguache County, Colorado, particularly described and set forth in said mortgage, to which reference is here made, and which mortgage was duly

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(Cont. Rec. #38171, Bk. 60, Pg. 413, Ala. Co. Rec. #2)

received and filed for record in the office of the County Clerk and Recorder of said Alamosa County, on the 4th day of May, A. D. 1923, and duly recorded in the records of said County in Book 38 at Page 522, and was recorded in the office of the County Clerk and Recorder of said Saguache County in Book 175 at page 49.

STATE OF COLORADO,)
City and County of Denver) SS, The foregoing instrument was acknowledged before me this 24th day of April, 1929, by John Evans, as the President, and J. C. Houston, as the Cashier of and for said The First National Bank of Denver. My commission expires January 17, 1932.

Witness my hand and official Seal. Justin P. Courtney
Notary Public in and for said
City and County.

(Notarial Seal)

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entry 56

CARL HORN. W. W. HORN, J. B. HORN
PHOEBE HORN, E.M. ELLIOTT, C.G.HORN,
AND R. C. WALDIE,
By Carl Horn, Attorney in Fact -
SUBSCRIBERS

TO

CARL HORN and L. E. ELLIOT
Trustees

Reception No. 26638
AGREEMENT AND DECLARATION OF TRUST
Dated: Decmeber 1st, 1924
Filed: February 17, 1925
Consideration: $2.00
Recorded: Book 49 Page 248
Alamosa County Records.

Said subscribers are the owners of five mining claims, and proposed to sell and assign, transfer and deliver said claims to Trustees under the designation of "Alamosa Mining Company" which is the name of the Trust hereby created under the terms and conditions of the Trusts set forth in this agreement and declaration of Trust and in consideration of the acceptance of such Trusts by The Trustees to the said Subscribers, for the purpose of defining their interests or their assign's interest in the Trust Estate herein created certain negotiable certificates fully paid and non-assessable, representing Beneficial Shares in amount as follows:
To L. E. Elliott, 124,700 Beneficial Shares, Common, par value $1.00 per share. To Carl Horn, 124,700, Beneficial Shares, Common, par value $1.00 per share, To W. W. Horn, 100 Beneficial Shares, Common, par value $1.00 per share.
To J. B. Horn, 100 Beneficial Shares, Common, par value $1.00 per share.

(Cont. Rec. #26638, Bk. 49, Pg. 248, Ala. Co. Rec. #2) Page 139

To Phoebe Horn, 100 Beneficial Shares, Common, par value $1.00 per share.
To. C. G. Horn, 100 Beneficial Shares, Common, par value $1.00 per share.
To E. M. Elliott, 100 Beneficial Shares, Common, par value $1.00 per share.
Said Trustees to hold said mining claims, as well as all other property which they may acquire as Trustees, together with the proceeds and profits thereof, in trust, to manage and dispose of the same for the benefit of the holders from time to time of certificates of Beneficial Shares issued hereunder, and in the manner and subject to the stipulations herein and hereto attached.

Therefore Conveys unto said Trustees of the Alamosa Mining Company, the survivors and survivor of them and their successors, as joint tenants and not as tenants in common, all their right, title and interest in and to five certain mineral claims and tracts particularly described as follows:
THE MONTEZUMA PLACER MINING CLAIM: being located in Section 22, Township 26 S., Range 73 West.
THE SANTA FE NO. 1 PLACER MINING CLAIM: Beginning at a point 40 rods West of corner of NE¼ of NW¼ of Section 35, Township 26 South, Range 73 West; thence South 240 rods to Southeast corner post; thence West 80 rods to Southwest corner post; thence North 240 rods to Northwest corner post; thence East 80 rods to place of beginning, containing 120 acres.
THE SANTE FE NO. 11 PLACER MINING CLAIM, located in Sec. 34, Twp. 26 South Range 73 West,

(Cont. Rec. #26638, Bk. 49, Pg. 248, Ala. Co. Rec. #3) Page 140

THE HORN PLACER MINING CLAIM; located in Sec. 4, Twp. 27 S. Range 73 West, THE ELLIOTT PLACER MINING CLAIM: located in Sec. 3, Twp. 27 S. Range 73 West. Principal place of business of said Company, Alamosa, Colorado. Trustees to carry on the general business of mining, milling, dealing in, purchasing and selling ores containing precious, semi-precious and baser metals; to prospect for, locate, patent, acquire, hold, own, lease, bargain, sell, convey, operate, control, possess, enjoy and develop lands containing such metals and minerals, and their ores within the State of Colorado, and elsewhere as the Trustees acting through their proper channel, may from time to time determine; to acquire in all lawful manner, including location and re-location thereof, such lands, other than mineral lands, as may be necessary or expedient in the conduct of said general business and also to acquire such property, real, personal and mixed as may be necessary or expedient in the proper conduct of said general business, to mill, wash, concentrate and reduce such ore acquired or mined by this Trust in the conduct of said general business in order to fit the same for transportation, smelter, market, reduction or any profitable disposition, etc. etc.

(All parties sign as in caption except E. M. Elliott.)

ACKNOWLEDGED: December 1, 1924, by Carl Horn as Attorney in Fact of W. W. Horn J. B. Horn, Phoebe Horn, C. G. Horn, E. M. Elliott and R. C. Waldie, before Sallie A. Sands, Notary Public, City and County of Denver, Colorado.

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(Cont. Rec. #26638, Bk. 49, Pg. 248, Ala. Co. Rec. #4)

Commission expires Sept. 27, 1928. (Notarial Seal)

ACKNOWLEDGED: December 4, 1924, by L. E. Elliott, as one of the Trustees and Subscribers, before Antonia Martinez, Notary Public, Santa Fe County, New Mexico. Commission expires May 24, 1927.

(Antonia Martinez, Notary Public, Rio Arriba Co., N. M. in Seal)

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entry 57

Reception No. 33343, Filed for record August 10th, 1927
Recorded in Book 56 Page 222, Alamosa County Records

- -

PLACER LOCATION CERTIFICATE

Know All Men by These Presents that the undersigned citizens of the U. S. Residents of the County of Denver and Costilla, State of Colorado, having complied with the provisions of Chapter 6 Title XXXII, of the revised Statutes of the United States and with the local customs, laws and regulations, claim by right of discovery and location The Family Group of placer mining claims, lying and being in West Blanca Mining District, County of Alamosa and State of Colorado, described by metes and bounds as follows, to-wit:

FATHER: being the North half of the Northwest quarter of the northeast quarter of Section 3, township 27 South Range 73 W.

MOTHER: being the South half of the Northwest quarter of the Northeast quarter of Section 3, Township 27 South Range 73 W.

BROTHER: being the North half of the Southwest quarter of the Northeast quarter of Section 3, Township 37 South Range 73 W.

SISTER: being the South half of the Southwest quarter of the Northeast quarter of Section 3, Township 27 South Range 73 W.

UNCLE: being the North half of the Northeast quarter of the Northeast quarter of Section 3, Township 27 South, Range 73 West.

AUNT: being the South hald of the Northeast quarter of the Northeast quarter of Section 3, Township 27 South Range 73 W.

(Cont. Rec. #33343, Bk. 56, Pg. 222, Ala. Co. Rec. #2) Page 143

NEPHEW: being the North half of the Southeast quarter of the Northeast quarter of Section 3, Township 27 South Range 73 W.

NEICE: being the South half of the Southeast quarter of the Northeast quarter of Section 3, Township 27 South Range 73 W.

One-half of mile square area, 160 acres, said claim was located on the 27th day of July, A. D. 1927. Date of Certificate Aug. 10th, A. D. 1927.

Attest: Burt Rogers, Lulu B. Rogers, Geo. Opincar, Mary Opincar, Paul Kuehm, Caroline M. Kuehm, W. K. Frazer, J. L. Spradling

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entry 58

Reception No. 33454, Filed for record August 25, 1927
Recorded in Book 56 Page 238, Alamosa County Records

PLACER LOCATION CERTIFICATE

Know All Men By These Presents: That, the undersigned citizens of the United States, residents of the County of Denver, State of Colorado, having complied with the provisions of the Revised Statutes of the United States, and with the local customs, laws and regulations, claim by right of discovery and Location, the Fine Gold Group of placer claims, situate, lying and being in West Blanca Mining District, County of Alamosa, and State of Colorado, described by metes and bounds as follows, to-wit: Being the Southwest Quarter of Section Thirty-five (35), Township Twenty six (26) South, Range Seventy-three (73) West and the 20 acre locations by each locater being further described as follows:

FINE GOLD: being the N½NW¼SW¼ Sec. 35, Twp. 36 South Range 73 West.
FINE GOLD No. 1 - being the N½ NE¼SW¼ Sec. 35, Twp. 26 South Range 73 West.
FINE GOLD No. 2 - being the S½NW¼SW¼ Sec. 35, Twp. 26 South, Range 73 West.
FINE GOLD No. 3 - being the S½NE¼SW¼ Sec. 35, Twp. 26 South, Range 73 West.
FINE GOLD No. 4 - being the N½SW¼SW¼ Sec. 35, Twp. 26 South, Range 73 West.
FINE GOLD No. 5 - being the N½SE¼SW¼ Sec. 35, Twp. 26 South, Range 73 West.
FINE GOLD No. 6 - being the S½SW¼SW¼ Sec. 35, Twp. 26 South, Range 73 West.
FINE GOLD No. 7 - being the S½SE¼SW¼ Sec. 35, Twp. 26 South, Range 73 West.

One-half mile square area One Hundred Sixty acres, said claim was located

(Cont. Rec. #33454, Bk. 56, Pg. 238, Ala. Co. Rec. #2) Page 145

on the 30th day of July, A. D. 1927, Date of Certificate August 22nd, A.D. 1927.

Attest: Burt Rogers, Lulu B. Rogers, Frank Ewing, John H. O'Brien, Ray Ewing, B. Shrayer, Birdie Smith, Clara Staples.

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entry 59

Reception No. 33662, Filed Sept. 27, 1927
Alamosa County Records

MAP OF THE OPINCAR DITCH
Alamosa County, Colorado
Irrigation Division No. 3, Water District No. 35,

Know all men by these presents: That the undersigned George Opincar, Claimant whose postoffice address is Blanca, Colorado, has caused to be located The Opincar Ditch as hereinafter mentioned, has made these several statements relating thereto, and filed the same in compliance with the laws of the State of Colorado. The accompanying map which shows the location of said ditch, forms a part of this filing.

First, The headgate is located at a point on the south bank of Mosca creek from which it derives its supply of water, whence the S.W. Corner of section No. 35 Township 26 S. Range 73 W. 6 P. M. bears S 85° 17' W. 1217 feet.

Second: The depth of said ditch is 1 foot
The width of said ditch is 3 feet on top.
The width of said ditch is 2 feet on the bottom.
The grade of said ditch is 40 feet per 1,000 ft.
The length of said ditch is 1600 feet.

Third: The carrying capacity of said ____ is 15. Cubic feet per second of time, for which claim is hereby made for power purposes.

Fourth: The estimated cost is $200

(Cont. Rec. 33662, Filed only, Alamosa Co. Rec. #2) Page 147

Fifth. Work was commenced by Survey on the 9th day of August A. D. 1927.

GEORGE OPINCAR
Claimant's signature

STATE OF COLORADO)
COUNTY OF COSTILLA) SS.

A. H. Martin being duly sworn on his oath deposes and says that he is the engineer of the Opincar Ditch, that the survey of the sain and the map thereof were made by him, and that such survey is accurately represented upon this map: that he has read the statements thereon, and that the same are true of his own knowledge.

A. H. MARTIN, Engineer

Subscribed and sworn to before me this 3rd day of September, A.D. 1927.

Charles J. Robinson
Clerk of the District Court

Accepted for filing in the office of the State Engineer of Colorado on the 6th day of Sept. A. D. 1927.

M. C. Hinderlider
State Engineer
by: C. C. Hezmalhalch,
Depty.

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Reception No. 33662, Filed, Alamosa County Records

MAP OF
OPINCAR DITCH,
Alamosa County, Colorado.

Page 149
entry 60

Reception No. 35920, Filed for record July 16, 1928
- Alamosa County Records

- -

MAP OF MOSCA CREEK DITCH
Alamosa County, Colorado
Irrigation Division Number 3 -- Water District No. 35.

State of Colorado, County of Alamosa - SS.

Frank C. Spencer, being duly sworn on his oath deposes and says that he is the engineer of the Mosca Creek Ditch, that the survey of the same and the map thereof was made by him and that such survey is accurately represented upon this map and that he has read the statements thereon and that the same are true of his own knowledge, Frank C. Spencer, Engineer.

Subscribed and sworn to before me this 5th day of March, 1928.
My Commission expires March 13th, 1930. Walter G. Moffatt, Notary Public.
(Seal--Licensed Engineer)

Know all men by these presents: That the undersigned Harold E. Wellington, Claimant, whose post office address is Alamosa, Colorado, has caused to be located The Mosca Creek Ditch hereinafter mentioned, has made these several statements relative thereto, and filed the same in compliance with the laws of the State of Colorado. The accompanying Map shows the location of said Ditch and forms a part of this filing.

First: The Headgate is located on the right bank of Mosca Creek from which it derives its supply of water whence the South Quarter Corner of Section No. 35, Township No. 26 South of Range 73 West 6th Guide Meridian, bears North

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(Cont. Rec. #35920, Filed only, Alamosa County Records #2)

14° West 1776 feet.
Second: The depth of said ditch at water line is one foot.
The width of said ditch is 4 feet on top
The width of said ditch is 1 foot on bottom
The grade of said ditch is 2 feet per 1000 feet.
The length of said ditch is 2800 feet.
Third: The carrying capacity of said ditch is three cubic feet per second of time for which claim is hereby made for irrigation purposes.
Fourth: The estimated cost is $300.00
Fifth: Work was commenced by survey on the 25 day of February, A.D. 1927.
Sixth: Claimants Signature: Harold E. Wellington.
Accepted for filing in the office of the State Engineer of Colorado on March 12th, 1928. M. C. Hinderlider, State Engineer
by C. C. Hezmalhalch, Deputy.
(Seal)

Rec. No. 35920, Filed, Alamosa County Records Page 151
MAP OF MOSCA CREEK DITCH
Alamosa County, Colorado
Irrigation Division Number 3
Water District No. 35. Courses referred to True Mer.

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entry 61

Reception No. 40253, Filed for record Feb. 19, 1930, and recorded in Book 63, Page 200, Alamosa County Records
- -

United States of America)
State of Colorado) In the County Court, July Term, A. D. 1921.
City and County of Denver)

Pleas before the Honorable G. A. Luxford, Judge of the County Court, within and for the City and County of Denver, State aforesaid, and at a term thereof begun and held at the Court House in the City of Denver, in said County, on the first Tuesday (being the fifth day) of July, in the year of our Lord one thousand nine hundred and twenty-one and of the independence of the United States the one hundred and forty-sixth.

Present, Honorable G. A. Luxford, Judge. Frank M. Downer,
Attest: Thomas L. Bonfils, Clerk. Manager of Safety and Excise and Ex-Officio Sheriff

BE IT REMEMBERED, That upon, to wit, the nith day of August, A.D. 1921, the same being one of the regular days of the July Term, A.D. 1921, of said Court, the following Letters of Administration were issued out of said Court to wit:

STATE OF COLORADO)
City and County of Denver,) SS In the County Court No. 28600 Book 5 Page 280.

In the Matter of the Estate of)
George W. Linger, deceased.) LETTERS OF ADMINISTRATION:

The People of the State of Colorado to all to whom these presents shall come

(Cont. Rec. #40253, Bk. 63, Pg. 200, Ala. Co. Rec. #2)

Greeting:

Know ye, that whereas, at the July Term, A.D. 1921, of the County Court of said County, holden at the City and County of Denver, Albert F. Linger of said County was, on the 9th day of August, A.D. 1921, by an order of said Court, made and entered of record, duly appointed Administrator of the estate of George W. Linger who departed this life on the 30th day of July,A.D. 1921.

NOW THEREFORE, we do hereby constitute and appoint the said Albert F. Linger to be Administrator of the Estate of the said George W. Linger, deceased.

WITNESS, Thomas L. Bonfils, Clerk of the said County Court of the City and County of Denver, at his office in Denver, in said County, this 9th day of August, A.D. 1921, and the seal of said Court hereunto affixed.

(Seal) Thomas L. Bonfils, Clerk.

And afterwards, upon, to-wit: the 11th day of February,A.D.1930, the same being one of the regular days of the January Term,A.D. 1930, of said Court, the following Decree of Heirship was had and entered of record in said Court, to-wit:

In the matter of the Estate 28600
of George W. Linger, deceased.

Now on this day comes Albert F. Linger, Administrator of said Estate, as well also Albert L. Linger,a son of said deceased and one of his heirs, who in due time filed herein his duly verified petition for the determination of heirship at this time when final settlement of said estate by the administrat-

(Cont. Rec. #40253, Bk. 63, Pg. 200, Ala. Co. Rec. #3) Page 154

or is being had, and also appeared Earl O. Linger, Howard K. Linger, Margaret Linger Lewis and Lyman G. Linger, the remaining sons and daughter of said deceased, and the heirs of said estate named in the affidavit of intestacy and in said petition for determination of heirship, and it appearing to the court that this day has been duly fixed for the hearing of such petition and for the determination of heirship, and that all due proceedings have been had thereunder, and thereupon the matter of the ascertainment and determination of the heirs of said deceased coming on regularly to be heard upon the affidavit of intestacy by Albert F. Linger, the administrator, and upon the petition aforesaid of said Albert L. Linger, for the determination of said heirship, pursuant to order of court heretofore entered herein, and it appearing to the court from the records and files herein that due notices have been regularly issued and served upon and due service thereof acknowledged by the claimants, as heirs at law mentioned in said affidavit of intestacy and the petition for determination of heirship, all as evidenced by their returns and written acknowledgment of service thereon, and that all of said heirs are above the age of twenty-one years, and now appear in court, and it further appearing that said notice has been regularly published according to law, as evidenced by the affidavit of the publisher of The Daily Journal, duly published at the City and County of Denver, Colorado, filed herein, and thereupon the court having received and considered the testimony herein, and having considered said affidavit of intestacy and said petition

(Cont. Rec. #40253, Bk. 63, Pg. 200, Ala. Co. Rec. #4)

for the determination of heirship, and being sufficiently advised in the premises, doth

FIND, ASCERTAIN AND DETERMINE that said deceased died intestate on or about the 30th day of July, 1921, at and while a resident of the City and County of Denver, State of Colorado, leaving intestate lands, water rights and priorities, ditches and ditch rights, tenements, hereditaments, leaseholds and personal property, constituting all of the estate of said deceased; that due and sufficient notice hereof has been had according to law; that the sole and only heirs at law of said George W. Linger, Deceased, and their interests in said estate, are as follows:

Name	Relationship	Fractional Interest
Earl O. Linger	Son	One-fifth
Howard K. Linger	Son	One-fifth
Albert L. Linger	Son	One-fifth
Margaret Linger Lewis (formerly Margaret Linger)	Daughter	One-fifth
Lyman G. Linger	Son	One-fifth

Whereupon, it is ORDERED, ADJUDGED AND DECREED, by the Court that said heirs at law above named are seized and possessed of all right, title and interest which the said deceased enjoyed during his lifetime in and to all the lands, water rights and priorities, ditched and ditch rights, tenements, hereditaments, leaseholds and personal property of every description of which the said

(Cont. Rec. #40253, Bk. 63, Pg. 200, Ala. Co. Rec. #5)

deceased died seized and possessed, each taking an undivided one-fifth interest thereon.

DONE by the Court this eleventh day of February, A. D. 1930.

BY THE COURT: G. A. Luxford, Judge.

AND THEREUPON, The following Decree of Final Settlement and Discharge was had and entered of record in said Court, to wit:

In the matter of the Estate of George W. Linger, deceased. 28600.

Now on this day comes Albert F. Linger, Administrator of said estate, and presents to the Court the final report of his acts and doings as such administrator, asks that the same be approved and that he be discharged, and said estate be declared fully administered according to law; and it appearing to the Court, and the Court doth find that notice to creditors to file claims against said estate was duly published in the manner as required by law, and that all claims allowed by the Court against said estate, and all court costs and costs of administration have been paid; that all the Estate Inheritance Taxes assessed against said estate and the inheritance of the heirs of said estate have been paid in full, and that all the Federal Estate Taxes assessed against said estate under the laws of the United States have been paid; that in all such assessments for the State Inheritance Taxes and for the Federal Estate Taxes, so assessed and paid, there was included and covered, and such

(Cont. Rec. #40253, Bk. 63, Pg. 200, Ala. Co. Rec. #6)

taxes and charges paid upon all of the real and personal estate of which the decedent died seized, or which would in any manner be subject to taxation for State Inheritance Taxes or Federal Estate Taxes; that said real estate so taxed was the real estate of the deceased located in the Counties of Alamosa, Saguache and the City and County of Denver, State of Colorado, and the real estate located in the County of Rio Arriba, State of New Mexico, and the Court finds that all such assessments and charges for such State Inheritance Taxes and Federal Estate Taxes against said real property and said personal property have been fully paid and satisifed.

The Court further finds that during the administration of said estate, and in order to preserve said estate, the said administrator purchased with the funds of said estate and which was conveyed to him as such administrator:

The West Half of the Southeast Quarter ($W\frac{1}{2}$ $SE\frac{1}{4}$) of Section Fourteen (14), Township Thirty-nine (39), North, Range Twelve (12), E.N.M.P.M., situate in the County of Alamosa, State of Colorado; that the title thereto is now held by such Administrator, and said Administrator now presents with this report, his deed conveying all title and interest held by said estate and said Administrator, as such, in said above described property, to the heirs of said estate, to wit: Earl O. Linger, Howard K. Linger, Albert L. Linger, Margaret Linger Lewis (formerly Margaret L. Linger), Lyman G. Linger, as tenants in common each taking an undivided one-fifth interest therein, and the Court, having examined said deed, hereby approves the same and authorizes said

(Cont. Rec. #40253, Bk. 63, Pg. 200, Ala. Co. Rec. #7) Page 158

Administrator to deliver the same to said heirs in the distribution of said estate.

The Court further finds that upon due petition and notice in connection with this final settlement, the heirs of said estate and the heirship and the several interests of the heirs in and to the property of said estate have been duly determined and decreed by this Court.

The Court further finds that more than one year has elapsed since the Letters of Administration were issued herein, and that notice has been published under orders of this Court, in accordance with the Statute in such case made and provided, that final report and settlement of said estate would be presented for approval, and the question of heirship determined, on the 11th day of February, A.D. 1930.

And it further appearing to the Court, and the Court further finds from said final report, and the intermediate reports filed herein, and which have heretofore been examined and approved, that the Administrator has received in moneys for and on behalf of said estate the sum of $853,957.38; and has properly expended and paid out for the debts, expenses of administration, and the operation of said estate, and including what has been paid to and for the benefit of the heirs, the sum of $844,778.77, leaving a balance in the Administrator's hands of the sum of $9,178.61, to be distributed to the heirs of said estate as follows:

(Cont. Rec. #40253, Bk. 63, Pg. 200, Ala. Co. Rec. #8) Page 159

To Earl O. Linger - - - - - - One-Fifth - To Howard K. Linger----One-fifth
To Albert L. Linger - - - - - One-fifth - To Margaret Linger Lewis-one-fifth
To Lyman G. Linger - - - - - -One-fifth

The Court further finds that, included in the expenditures above mentioned, there was advanced and paid for the support and education of minors, including the $2000.00 award allowed to them, the sum of, to-wit: $9,580.00; that by agreement between said heirs, now exhibited to the Court, they have all consented that said expenditures for the support and education of said minors shall be considered as a part of the expenses of the estate and not charged to them as advancements.

The Court further finds that heretofore there has been advanced and paid to said heirs from said estate (included in the total disbursements above referred to), the total sum of $26,400.00 and that such payments have been made to such heirs in equal proportions, each taking one-fifth part thereof.

The Court further finds that said Administrator, under due authority and in the preservation of said estate, has purchased lands and water rights adjoining lands owned by said estate, and paid therefor from the funds of said estate, to wit, $6,135.00, title to which said property so purchased has been taken in the names of the heirs; that such disbursements are included in the total disbursements above referred to.

The Court further finds that the Administrator has, under authority of this Court, operated said cattle and live stock ranch during such administration,

(Cont. Rec. #40253, Bk. 63, Pg. 200, Ala. Co. Rec. #9) Page 160

and he now holds a large amount of personal estate, consisting of cattle, horses, ranch equipment, tools and machinery and household goods and utensils used in operating said cattle and live stock ranch as a going business, holds the cash on hand above mentioned, also certain stocks and miscellaneous bills receivable and choses in action, heretofore inventoried and now held for distribution to the heirs; that said personal estate, held in connection with the ranch and live stock, is used in the operation of the ranch and adds large value to the ranch and plant as a going business, and said heirs, being of full age, have agreed between themselves to jointly accept and receipt to the Administrator for all of said personal estate as of February 1, 1930, said heirs to assume all the obligations and burdens of operating said ranch and live stock business of and from said date, without attempting to make distribution thereof between the heirs in kind or to convert the same in money for distribution, and the Court finds that it is for the best interest of said estate and all parties interested therein to make such delivery of such personal property to said heirs jointly as so agreed between them; and

IT IS THEREFORE, ORDERED, ADJUDGED AND DIRECTED by the Court that such delivery of the personal property be made to said heirs jointly under such agreements and conditions, and that the administrator take their joint receipt therefor, which is accordingly done.

(Cont. Rec. #40253, Bk. 63, Pg. 200, Ala. Co. Rec. #10) Page 161

And the Court further finds that the said Albert F. Linger has faithfully administered the estate of said deceased which has come to his hands, and has fully performed his duties as such Administrator as provided by law, and that said heirs have informed the Court that they have fully examined the accountings and reports of said Administrator, including this final report, and found the same correct, and have given the same their approval.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that said final report, and all acts and doings of said Albert F. Linger in and concerning the administration of the estate, be and the same are hereby in all things fully ratified confirmed and approved, and the said Albert F. Linger is further ordered and directed to pay and turn over all moneys and personal property in his hands as such Administrator to said heirs upon taking their joint receipt therefor, and having so paid over the same and filed proper receipt therefor in this Court, that said Albert F. Linger as such Administrator be and he is hereby fully discharged.

Done in open Court this 11th day of February, A. D. 1930.

BY THE COURT: G. A. LUXFORD, Judge.

Certificate of true copy attached, dated February 17, 1930, signed by Thomas L. Bonfils, Clerk of the County Court, by W. R. Koolbeck, Deputy Clerk of the County Court of the City and County of Denver, Colorado.

(Official Seal)

EARL O. LINGER — Receiption No. 40345 — Page No. 162, Entry No. 62

to

HOWARD K. LINGER, LYMAN G. LINGER Alamosa County, Colorado, ALBERT L. LINGER, City and County of Denver, Colorado and MARGARET LINGER LEWIS of Santa Fe County, New Mexico

DEED
Dated: February 20, 1930
Filed: Mar. 3, 1930
Consideration: $10.00 etc.
Recorded: Book 63 Page 221-2-3-4-
Alamosa County Records

CONVEYS: (Other property) and the the Northwest quarter, and the North half of the Southwest quarter of Section two (2); the East half of the Northeast quarter of Section three (3), in Township twenty-seven (27) South, Range Seventy-three (73) West of the 6th P.M and the East half of the Southwest quarter, and The Southwest quarter of the Southwest quarter, and The Southeast quarter of the Northwest quarter of Section thirty-five (35), all in Township twenty-six (26), South, Range seventy-three (73) West, 6th P. M.

Also the following ditches, water rights, priorities, and privileges located in Water District No. 25 in the State of Colorado and claimed under and by virtue of appropriation and decree of the District Court of said Costilla County in the State aforesaid, and by decree of the District Court of Saguache County, State aforesaid, and used, upon, in connection with, and appurtenant to said lands, viz: (Other water rights) and

(Cont. Rec. #40248, Bk. 63, pag. 221-2-3-4, Ala. Co. Rec. #2) Page 163

The Los Ojos Ditch taking its supply of water from Big Spring Creek with priority No. 3 of date May 10, 1875 for 33.33 second feet.

The Hull Ditch taking its supply of water from Big Spring Creek with priority No. 4 of date May 1, 1877 for 16.66 second feet.

The South Ditch No. 1 taking its supply of water from Little Spring Creek with priority No. 5 of date May 1, 1881 for 13.33 second feet.

The South Ditch No. 2 which takes its supply of water from Little Spring Creek, together with 20 second feet of water:

Also all other ditches, ditch rights, and privileges, water rights, priorities, springs and wells constructed upon, used with, appurtenant to, or connected with any of the lands hereinabove described, which are now owned by the Estate of George W. Linger, deceased, whether said ditches and rights be particularly described herein or not, and reservoirs and reservoir sites and rights connected therewith.

The conveyance of the above land is subject only to existing rights of way for roads and ditches over said lands, and the reservations in the U. S. Patents, and in the Patents from the State of Colorado.

Also all interest and equity of every kind and character held under certificate of purchase from the State Board of Land Commissioners of Colorado, for Section twenty-four (24), Township forty (40) South, Range eleven (11) East N.M.P.M., situate in Alamosa County, Colorado; and in and to all leases and leasehold rights held under leases from said The State Board of Land

(Cont. Rec. #40248, Bk. 63, Pg. 221-2-3-4, Ala. Co. Rec. #3) Page 164

Commissioners, which leases are respectively numbered by said Board as follows Nos. 802, 843, 844, 845, 846, 14030, 14180 and 14819, covering approximately 42, 123 acres in said Alamosa and Saguache Counties, Colorado, and in and to all other leased and other lands, whether or not herein particularly described used in connection with the fee title lands above described, in its operation and enjoyment as a ranch property.

It is the intention of the party of the first part to hereby convey to the parties of the second part, their heirs and assigns, all interest of every kind and character which the said party of the first part holds or may claim by descent, purchase, or otherwise, in and to the property above described, and its appurtenances, and the said party of the first part hereby covenants and agrees to and with the said parties of the second part to execute and deliver to them any other or further conveyance or conveyances to said property, and all assignment or assignments of leases and leashold interest, certificate or certificates of purchase, or equities, that may be hereafter required so as to fully and completely carry out the purport of this deed, and to convey all of the interests of every kind and character of said party of the first part in and to said property, and every part thereof, to the said parties of the second part, their heirs and assigns.

STATE OF COLORADO,)
CITY AND COUNTY OF DENVER) SS.

The foregoing instrument was acknowledged

(Cont. Rec. #40248, Bk. 63, Pg. 221-2-3-4, Ala. Co. Rec. #4) Page 165

before me this 20th day of February, A. D. 1930, by Earl O. Linger, the above named party of the first part. Witness my hand and official seal. My Commission expires October 1st, 1932.

Margaret H. Tierney,
Notary Public.

(Notarial Seal)

(Earl O. Linger, of the County of Alamosa, and State of Colorado (a son and heir of George W. Linger, who died intestate at Denver, Colorado, on to-wit: July 30, 1921, leaving as his only heirs at law five children, to-wit, the above named grantor, Earl O. Linger, and Howard K. Linger, Albert L. Linger, Margaret Linger Lewis and Lyman G. Linger) party of the first part, in body of instrument at beginning.)

HOWARD K. LINGER
LYMAN G. LINGER
ALBERT L. LINGER
MARGARET LINGER LEWIS

TO

FIRST NATIONAL BANK of Denver, Colorado

Reception No. 40349 Page 166
Entry No. 6

MORTGAGE DEED
Dated: February 24, 1930
Filed: Mar. 3, 1930
Consideration: $50,000.00 & $1.00
Recorded: Book 63 Pages 224-5-6-7
Alamosa County Records.

CONVEYS: (Other Property) and The Northwest quarter and the North half of the Southwest quarter of Section two (2); The East half of the Northeast quarter of Section three (3) in Township twenty-seven (27), South, Range Seventy-three (73) West of the 6th P.M. and The East half of the Southwest quarter, and The Southwest quarter of the Southwest quarter, & the Southeast quarter of the Northwest quarter of section thirty-five (35), in Township twenty-six (26), South, Range seventy-three (73) West, 6th P.M.

Also the following ditches, water rights, priorities and privileges located in Water District No. 25 in the State of Colorado and claimed under and by virtue of appropriation and by decree of the District Court of said Costilla County in the State aforesaid, and by decree of the District Court of Saguache County, State aforesaid, and used upon, in connection with , and appurtenant to said lands, viz: (Other water rights) and

(Cont. Rec. #40349, Bk. 63, Pg. 224-5-6-7, Ala. Co. Rec. #2) Page 167

The Los Ojos Ditch taking its supply of water from Big Spring Creek with priority No. 3 of date May 10, 1875 for 33.33 second feet.

The Hill Ditch taking its supply of water from Big Spring Creek with priority No. 4 of date May 1, 1877 for 16.66 second feet.

The South Ditch No. 1 taking its supply of water from Little Spring Creek with priority No. 5 of date May 1, 1881 for 13.33 second feet.

The South Ditch No. 2 which takes its supply of water from Little Spring Creek, together with 20 second feet of water.

Also all other ditches, ditch rights and privileges, water rights, priorities springs and wells constructed upon, used with, appurtenant to or connected with any of the lands hereinabove described, which are now owned by the Estate of George W. Linger, deceased, whether said ditches and rights be particularly described herein or not, and reservoirs and reservoir sites and rights connected therewith.

The conveyance of the above land is subject only to existing rights of way for roads and ditches over said lands, and the reservations in the U. S. Patents and in the Patents from the State of Colorado.

Have executed their five certain promissory notes, bearing even date herewith payable to the order of said First National Bank of Denver, for the aggregate sum of $50,000.00, said notes being for the respective amounts and payable on the respective dates, as follows: One note for $5,000.00 payable on or before one year after the date thereof;

(Cont. Rec. #40349, Bk. 63, Pg. 224-5-6-7, Ala. Co. Rec. #3) Page 168

One note for $5,000.00, payable on or before two years after the date thereof;
One note for $10,000.00 payable on or before three years after the date thereof
One note for $15,000.00 payable on or before four years after the date thereof;
One note for $15,000.00 payable on or before five years after the date thereof;
Each and all of said notes bear interest from the date thereof until paid at the rate of 6½ per cent per annum, interest payable semi-annually, principal and interest payable at First National Bank in Denver, Colorado;
(Deed contains Receiver's Clause)

STATE OF COLORADO,)
City and County of Denver) ss. The foregoing instrument was acknowledged before me this 24th day of February, 1930, by Howard K. Linger, Lyman G. Linger, Albert L. Linger and Margaret Linger Lewis, the mortgagors therein. Witness my hand and official seal. My commission expires October 1st, 1932.

Margaret H. Tierney
Notary Public

(Notarial Seal)

THE FIRST NATIONAL BANK OF DENVER
By J. B. Welborn, Assistant Vice-President
Attest: J. F. Dawson - - - - - -
(Corporate Seal)

TO

HOWARD K. LINGER, LYMAN G. LINGER, ALBERT L. LINGER and MARGARET LINGER LEWIS

Reception No. 66025 Page 169
Entry 64

RELEASE OF MORTGAGE
Dated: January 19th, 1939
Filed: Feb. 23rd, 1939
Consideration: $1.00
Recorded: Book 79 Page 344
Alamosa County Records

WHEREAS, Howard K. Linger, and Lyman G. Linger, of Alamosa County, State of Colorado, Albert L. Linger, of the City and County of Denver, State of Colorado, and Margaret Linger Lewis, of the County of Santa Fe, State of New Mexico, by their certain Mortgage Deed dated the 24th day of February, A. D. 1930, filed for record in the office of the County Clerk and Recorder of the County of Alamosa, in the State of Colorado, on the 3rd day of March, A. D. 1930, and duly recorded in Book 63 of the records in said office at page 224, did grant, bargain, sell and convey unto The First National Bank of Denver, Denver, Colorado, of the City and County of Denver, in the State of Colorado, certain real estate in said Mortgage Deed described to secure the payment of five certain promissory notes, with interest and all charges thereon as in said Mortgage Deed and notes mentioned; and where as said Mortgage Deed and notes have not been assigned;

(Cont. Rec. #66025, Bk. 79, Pg. 344, Ala. Co. Rec. #2) Page 170

AND WHEREAS, the said Howard K. Linger, Lyman G. Linger, Albert L. Linger, and Margaret Linger Lewis have paid and fully satisfied said notes, together with all interest and charges thereon, according to their tenor;

NOW THEREFORE, the said The First National Bank of Denver, Denver, Colorado does hereby remise, release, and forever quit claim unto them, the said Howard K. Linger, Lyman G. Linger, Albert L. Linger, and Margaret Linger Lewis and their heirs and assigns forever, all the right, title and interest which it has by virtue of said Mortgage Deed in and to said real estate, ditch and water rights and priorities, appurtenant or thereunto appertaining or used in connection with said lands in said Mortgage Deed particularly described, reference to which is hereby made for greater certainty;

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

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of January, 1939 by J. B. Welborn as Assistant Vice-President and J. F. Dawson as Cashier of The First National Bank of Denver, a corporation, who severally acknowledged: That the seal affixed to the foregoing release is the corporate seal of said corporation, and was affixed thereto by authority of the Board of Directors of said Corporation, that the

(Cont. Rec. # 66025, Bk. 79, Pg. 344, Ala. Co. Rec. #3) Page 171

corporate name was subscribed thereto by like authority and that they signed, sealed and delivered said release as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth. My notarial commission expires May 16, 1939. Witness my hand and official seal this 19th day of January, 1939.

Gleon H. Winchester,
Notary Public.

(Notarial Seal)

HOWARD K. LINGER
LYMAN G. LINGER
ALBERT L. LINGER
MARGARET LINGER LEWIS

TO

EARL O. LINGER
Alamosa County, Colorado

Reception No. 40350 Page 172
Entry No. 65

MORTGAGE DEED
Dated: February 25, 1930
Filed: Mar. 3, 1930
Consideration: $42,500.00
Recorded: Book 63 Pages 229 to 232.
Alamosa County Records.

CONVEYS: (Other Property) and the Northwest quarter, and the North half of the Southwest quarter of Section two (2); The East half of the Northeast quarter of Section three (3) in Township twenty-seven (27) South, Range Seventy-three (73) West of the 6th P.M. and The East half of the Southwest quarter, and The Southwest quarter of the Southwest quarter, and The Southeast quarter of the Northwest quarter of Section thirty-five (35); all in Township twenty-six (26) South, Range seventy-three (73) West 6th P. M.

Also the following ditches, water rights, priorities and privileges located in Water District No. 25 in the State of Colorado and claimed under and by virtue of appropriation and by decree of the District Court of said Costilla County in the State aforesaid, and by decree of the District Court of Saguache County, State aforesaid, and used upon, and in connection with, and appurtenant to said lands, viz: (Other water rights) and

(Cont. Rec. #40350, Bk. 68, Pg. 229 to 232, Ala. Co. Rec. #2) Page 173

The Los Ojos Ditch taking its supply of water from Big Spring Creek with priority No. 3 of date May 10, 1875 for 33.33 second feet.
The Hull Ditch Taking its supply of water from Big Spring Creek with priority No. 4 of date May 1, 1877 for 16.66 second feet.
The South Ditch No. 1 taking its supply of water from Little Spring Creek with priority No. 6 of date May 1, 1881 for 13.33 second feet.
The South Ditch No. 2 which takes its supply of water from Little Spring Creek together with 20 second feet of water.

Also all other ditches, ditch rights and privileges, water rights, priorities springs and wells constructed upon, used with, appurtenant to, or connected with any of the lands hereinabove described, which are now owned by the Estate of George W. Linger, deceased, whether said ditches and rights be particularly described herein or not, and reservoirs and reservoir sites and rights connected therewith.

The conveyance of the above land is subject to existing rights of way for roads and ditches over said lands, and the reservations in the U. S. Patents, and in the Patents from the State of Colorado.

According to one promissory note for the sum of $42,500.00, bearing even date herewith, made and delivered by the said parties of the first part, and payable to the order of the said party of the second part seven (7) years after the date thereof, together with interest thereon at the rate of six per cent per annum from the date thereof until paid, interest payable annually, which said note

(Cont. Rec. #40350, Bk. 63, Pg. 229-232, Ala. Co. Rec. #3) Page 174

also provides that the makers of said note at any interest paying date, at their option may pay $3000 or more upon the principal, and abate the interest on any such amount so paid on the principal.

Free and clear except a first and prior mortgage this day given to the First National Bank of Denver, Colorado, for the sum of $50,000.00 to which this mortgage is junior and subject.

STATE OF COLORADO,)
City and County of Denver) SS.

The foregoing instrument was acknowledged before me this 25th day of February, 1930, by Howard K. Linger, Lyman G. Linger, Albert L. L inger and Margaret Linger Lewis, the mortgagors therein. Witness my hand and official seal. MY Commission expires October 1st, 1932.

Margaret H. Tierney,
Notary Public.

(Notarial Seal)

On margin is written in red ink: "Released by #73645."

EARL O. LINGER

TO

HOWARD K. LINGER, LYMAN G. LINGER, ALBERT L. LINGER and MARGARET LINGER LEWIS

Reception No. 73645 Page 175
Entry No. 66

RELEASE OF MORTGAGE
Dated: Feby. 11th, 1941
Filed: Feb. 11th, 1941
Consideration: $1.00
Recorded: Book 83 Page 411
Alamosa County Records

Whereas, Howard K. Linger and Lyman G. Linger, of Alamosa County, State of Colorado, Albert L. Linger, of the City and County of Denver, State of Colorado, and Margaret Linger Lewis of the County of Santa Fe, State of New Mexico, by their certain Mortgage Deed, dated the 25th day of February, A. D. 1930, filed for record in the office of the County Clerk and Recorder of the County of Alamosa, in the State of Colorado, on the 3rd day of March, A. D. 1930, and duly recorded in Book 63 of the records in said office at page 229, did grant, bargain, sell and convey unto Earl O. Linger, of the County of Alamosa, and State of Colorado, certain real estate in said Mortgage Deed described to secure the payment of one certain promissory note, with interest and all charges thereon as in said Mortgage Deed and note mentioned, and whereas said Mortgage Deed and note have not been assigned;

And Whereas, the said Howard K. Linger, Lyman G. Linger, Albert L. Linger

(Cont. Rec. #73645, Bk. 83 Pg. 411, Ala. Co. Rec. #2) Page 176

and Margaret Linger Lewis have paid and fully satisfied said note, together with all interest and charges thereon, according to its tenor.

Now Therefore, the said Earl O. Linger does hereby remise, release and forever quit claim unto them, the said Howard K. Linger, Lyman G. Linger, Albert L. Linger and Margaret Linger Lewis and their heirs and assigns forever, all the right, title and interest which he has by virtue of said Mortgage Deed in and to said real estate, ditch and water rights and priorities, appurtenant or thereunto appertaining or used in connection with said lands in said Mortgage Deed particularly described, reference to which is made hereby for greater certainty;

And further, that the said Mortgage Deed is, by these presents, to be considered and is fully and absolutely released and canceled and forever discharged.

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

The foregoing instrument was acknowledged before me this 11th day of Feby. A. D. 1941, by Earl O. Linger. Witness my hand and official seal.

C. E. Storms
Deputy County Clerk.
(County Clerk & Recorder, Alamosa County, Colorado, Seal)

C. M. VAN FLEET, County Clerk and Recorder.

TO

C. E. STORMS

Reception No. 73689 Page 177
Entry No. 67

APPOINTMENT
Dated: Jan. 14, 1941
Filed: Feb. 14, 1941
Consideration: - -
Recorded: Filed
Alamosa County Records

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS:

I hereby appoint C. E. Storms as Deputy County Clerk to serve during my pleasure and the pleasure of the Board of County Commissioners of Alamosa County at a salary of One Hundred Dollars per month.

C. M. Van Fleet
County Clerk and Recorder.

I hereby accept the appointment above as made.

C. E. Storms.

Reception No. 45586, Filed for record June 26, 1932 (Page No. 178
Recorded in Book 69 Page 54, Alamosa County Records (Entry No. 68)

6

AFFIDAVIT OF LABOR AND IMPROVEMENTS

STATE OF COLORADO)
COUNTY OF COSTILLA) SS. FAMILY GROUP PLACER.

Before me, the subscriber, personally appeared Geo. Opincar, who being duly sworn, saith that at least One Hundred dollars' worth of work or improvements were performed or made upon the Family Group Placer situated in West Blanca Mining District, County of Alamosa, State of Colo., as recorded in book- - page - - - of the records of said Alamosa County, such expenditure made by or at the expense of The Volcanic Gold Corporation owner of said claim, for the year ending June 30th, 1931, and for the purpose of holding said claim - - -

Such expenditure made between 1st day of July, 1930 and 30th day of June, 1931.

Geo. Opincar

Subscribed and sworn to before me this 25th day of Jan. A. D. 1932.
My commission expires Sept. 24th, 1933.

Abner M. Weaver,
Notary Public.

(Notarial Seal)

HOWARD K. LINGER
LYMAN G. LINGER
MARGARET LINGER LEWIS
ALBERT L. LINGER

TO

FIRST NATIONAL BANK OF DENVER
Denver, Colorado

Reception No. 64510 Page 179
Entry No. 69

MORTGAGE DEED

Dated: August 31st, 1938
Filed: September 6, 1938
Consideration: $1.00
Recorded: Book 79 Page 140-144
Alamosa County Records

CONVEYS: The following described lands are situate in the County of Alamosa, in the State of Colorado, viz: (Other Property) and the Northwest quarter, and the North half of the Southwest quarter of Section two (2); The East half of the Northeast quarter of Section three (3), in Township twenty-seven (27), South Range Seventy-three (73) West of the 6th P.M. and the East half of the Southwest quarter, and The Southwest quarter of the S outhwest quarter, and the Southeast quarter of the Northwest quarter of Section thirty-five (35); all in Township twenty-six (26), South, Range seventy-three (73) West, 6th P.M.

Also the following ditches, water rights, priorities and privileges located in Water District No. 25 in the State of Colorado and claimed under and by virtue of appropriation and by decree of the District Court of said Costilla County in the State aforesaid, and by decree of the District Court of Saguache

(Cont. Rec. #64510, Bk. 79, Pg. 140-144, Ala. Co. Rec. #2) Page No. 150

County, State aforesaid, and used upon, in connection with and appurtenant to said lands viz: (other water rights) and

The Los Ojos Ditch taking its supply of water from Big Spring Creek with priority No. 3 of date May 10, 1875 for 33.33 second feet.

The Hull Ditch taking its supply of water from Big Spring Creek with priority No. 4 of date May 1, 1877 for 16.66 second feet.

The South ditch No. 1 taking its supply of water from Little Spring Creek with priority No. 5 of date May 1, 1881 for 13.33 second feet.

The South Ditch No. 2 which takes its supply of water from Little Spring Creek, together with 20 second feet of water.

Also all other ditches, ditch rights, and privileges, water rights, priorities reservoir and reservoir sites, and rights connected therewith, springs and wells constructed upon, used with, appurtenant to, or connected with any of the lands hereinabove described which are now owned by the parties of the first part, or by the Estate of George W. Linger, deceased, whether said ditches and rights be particularly described herein or not. The conveyance of the above land is subject only to existing rights of way for roads and ditches over said lands, and the reservations in the U.S. Patents, and in the Patents from the State of Colorado.

Have executed their certain promissory note, bearing even date herewith payable to the order of said First National Bank of Denver, for the aggregate sum of Sixty-five Thousand Dollars ($65,000.00), said note being payable in ten equal installments of Sixty-five Hundred Dollars ($6500.00) each; the first installment being due and payable on or before December 15, 1939, and one

(Cont. Rec. No. 64510, Bk. 79, Pg. 140-144, Ala. Co. Rec. #3) Page 151

installment of equalamount being due and payable December 15th of each year thereafter through and including December 15, 1947, the final payment of Sixty-five Hundred Dollars ($6500.00) will become due and payable on or before August 31, 1948, said note bearing interest from the date hereof until paid at the rate of five per cent (5%) per annum, interest payable semi-annually on June 15th and December 15th, both principal and interest payable at The First National Bank of Denver, Denver, Colorado.

STATE OF COLORADO)
City and County of Denver) SS.

The foregoing instrument was acknowledged before me this First day of September, 1938, by ALBERT L. LINGER, the mortgagor therein. WITNESS my hand and official seal. My commission expires January 27, 1941. Andrew Haig, Jr., Notary Public. (notarial Seal)

STATE OF COLORADO)
County of Alamosa) SS

The foregoing instrument was acknowledged before me this 6th day of September 1938, by HOWARD K. LINGER, LYMAN G. LINGER, and MARGARET LINGER LEWIS, the mortgagors herein. WITNESS my hand and official seal.

C. M. Van Fleet,
County Clerk.

(Official Seal)

THE FIRST NATIONAL BANK OF DENVER
By J. B. Welborn, Assistant Vice-President
Attest: J. F. Dawson, Cashier
(Corporate Seal)

TO

HOWARD K. LINGER, LYMAN G. LINGER, MARGARET LINGER LEWIS and ALBERT L. LINGER

Reception No. 73364 Page 182
Entry No. 70

PARTIAL RELEASE OF MORTGAGE
Dated: January 9th, 1941
Filed: January 10th, 1941
Consideration: $1.00
Recorded: Book 83 Page 363
Alamosa County Records

CONVEYS: Northwest Quarter (NW¼) and the North Half of the Southwest Quarter (N½SW¼), Section Two; the East Half (E½) of the Northeast Quarter (NE¼) of Section Three, all in Township Twenty-seven, South of Range Seventy-three West of the Sixth P.M. East Half of the Southwest Quarter (E½SW¼), Southwest Quarter of the Southwest Quarter (SW¼SW¼), the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section Thirty-five all in twp. 26 S. R. 73 West of the Sixth P.M.
Partial Release of Mortgage Deed made by Howard K. Linger, Lyman G. Linger and Margaret Linger Lewis of the County of Alamosa, State of Colorado, and Albert L. Linger of the City and County of Denver, in the State of Colorado, dated the 31st day of August A.D. 1938, filed for record in the office of the County Clerk and Recorder of the County of Alamosa, in the State of Colorado, on the 6th day of September, A.D. 1938, and duly recorded in book 79 of the records in said office at page 140.

(Cont. Rec. #73364, Bk. 83 Pg. 363, Ala. Co. Rec. #2) Page No. 183

And Whereas, it is agreed that a portion of said real estate be released from said mortgage.

Now Therefore, releases and quit claims unto above grantees all right, title and interest which grantors have by virtue of said Mortgage Deed in and to the above described real estate.

ACKNOWLEDGED: January 9th, 1941, by John B. Welborn as Assistant Vice-President and J. F. Dawson, as Cashier of the First National Bank of Denver, a corporation, before Cleon H. Winchester, Notary Public, City and County of Denver, State of Colorado. Commission expires May 16, 1943.

(Notarial Seal)

Receiption No. 72522, Filed Oct. 8, 1940, (PAGE NO. 184
Filed only, Alamosa County Records (ENTRY NO. 71

MAP OF THE MOSCA PIPE LINE, Alamosa County, Colorado
San Isabel National Forest, Irrigation Division No. 8, Water District No. 35.
Date: April 25, 1940.
STATEMENT OF CLAIM

Know all Men by These Presents: That the undersigned, The United States of America, through the Department of Agriculture, Forest Service, Region Two, Claimant, whose post office address is Denver, Colorado, has caused to be located The Mosca Pipe Line as hereinafter mentioned; has made these several statements relative thereto and filed the same in compliance with the laws of the State of Colorado. The accompanying map shows the Location of said pipe line and forms a part of this filing.

First: The headgate is located at a point in Mosca Spring, a tributary of Mosca Spring Creek, tributary of Mosca Creek, tributary of Medano River, from which it derives its supply of water, whence the South 1/4 corner of Section No. 35, Township 26 South, Range 73 West of the Sixth Principal Meridian bears North 16° 53' East a distance of 938 feet.

Second: The diameter of said pipe line is 1.0 inches. The average grade of said pipe line is 130 feet per 1000 feet. The length of said pipe line is 2.0 feet.

Third: The carrying capacity of said pipe line is 0.025 cubic feet per second of time for which claim is hereby made for domestic, irrigation,

(Cont. Rec. #72522, Alamosa Co. Rec. #2) PAGE NO. 185

stock water and fire protection purposes.

Fourth: The estimated cost is 25 Dollars.

Fifth: Work was commenced by construction on the 12th day of June, 1934.

THE UNITED STATES OF AMERICA
DEPARTMENT OF AGRICULTURE
FOREST SERVICE R-2
By. C. J. Stahl , Acting Regional Forester.

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

James L. Browalee, being duly sworn on his oath, deposes and says that he is the regional Engineer of the United States Department of Agriculture, Forest Service, Region Two; That the survey of the Mosca Pipe Line and the map thereof were made under his supervision and instructions, and that such survey is accurately represented upon this map; that he has read the statements thereon and that the same are true of his own knowledge.

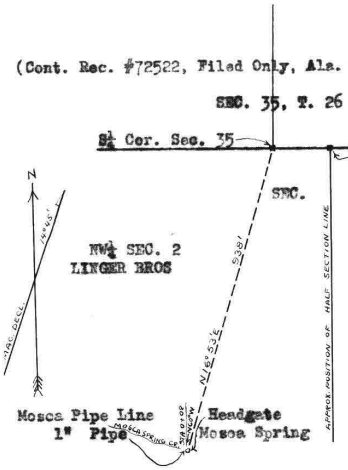
James L. Browalee, Regional Engineer, U. S. Dept. of Agriculture, Forest Service, R-2.

Subscribed and sworn to before me this 3d day of May, A. D. 1940.
My commission expires January 21, 1941. Harriet W. Brown, Notary Public.
(Notarial Seal)

Accepted for filing in the office of the State Engineer of Colorado on the 20th day of May, A. D. 1940. M. C. Hinderlider, State Engineer
C. C. Hazmalhalch, Deputy (Official Seal)

(Cont. Rec. #72522, Filed Only, Ala. Co. Rec. #3) PAGE NO. 186

SEC. 35, T. 26 S., R. 73 W.



STATE OF COLORADO)
COUNTY OF ALAMOSA) SS

PAGE NO. 187
ENTRY NO. 72

We hereby certify that the Southeast quarter of the Northwest quarter (SE¼NW¼) the Northeast quarter of the Southwest quarter (NE¼SW¼), and the South half of the Southwest quarter (S½SW¼) of Section 35, Township 26 South, and Lots 3 and 4 and the South half of the Northwest quarter (S½NW¼) and the North half of the Southwest quarter (N½SW¼) of Section 2, and Lot 1 and the Southeast quarter of the Northeast quarter (SE¼NE¼) of Section 3, Township 27, South, all in Range 73 West of the Sixth Principal Meridian, which - - - - - - was formerly a portion of -- Costilla - - - - County - Colorado, but the same now lays within the boundaries of Alamosa County, Colorado, which latter County was created by the State Legislature, and the bill creating the said Alamosa County became effective on July 15, 1913, and that the said Alamosa County embraces a portion of what was formerly the Counties of Costilla and Conejos, Colorado, We further certify that the records of ----Costilla---- County--, have been transcribed and were accepted and made a part of the records of Alamosa County by a resolution adopted by the Board of County Commissioners of said Alamosa County at their meeting on September 1st 1914, and are now of record in the office of the County Recorder of said Alamosa County, and we do hereby certify that the within contains an abstract of all instruments pertaining to the above described land filed for record in said---- Costilla---- County--, Colorado, contained in said transcribed records of ----Costilla---- County, and all instruments pertaining to this land filed for record in the office of the County Recorder of Alamosa County, Colorado, since the creation of the said Alamosa County.....Except as to right-of-ways for telephone, telegraph and electric power lines, roads and ditches which have not been granted by direct conveyance.

Witness the signature and corporate seal this--22nd--day of March-A.D. 1941, at 12: o'clock - M.

This Abstract is made for the use and benefit of the United States of America, its successors & Assigns.

THE ALAMOSA ABSTRACT COMPANY, INC.
By GRACE WOLF, Secretary.
A duly qualified and bonded Abstracter operating under a license granted by the State of Colorado.

STATEMENT OF TAXES PAGE NO. 185
TREAS. NO. 1796
ENTRY NO. 73

STATE OF COLORADO,)
COUNTY OF ALAMOSA) SS

I, the undersigned, County Treasurer in and for the County and State aforesaid, do hereby certify that the entire amount of Taxes and Assessments due upon the NW¼ and N½SW¼ 2-27-73-
N½NE¼ 3-27-73-
N½SW¼ and SW¼SW¼ and SE¼NW¼ 35-26-73-
(Linger)
and all sales of the same for Unpaid Taxes or Assessments still redeemable, as shown by the books of my office, are as follows, to-wit:

— ALL PAID —

RECEIVED Feb. 11, 1941 3:45 P.M.

DELIVERED Feb. 11, 1941 3:55 P.M.

Witness my hand and seal this — 11th— day of February, A. D. 1941.

Elizabeth P. Joyce, County Treasurer.

The C. F. Hoeckel Co., Denver 154574 By F. G. Bruns, Deputy.

DISTRICT COURT, COUNTY OF COSTILLA Page No. 189
TWELFTH JUDICIAL DISTRICT. Entry No. 74.

STATE OF COLORADO,)
County of Costilla) ss.

PLEAS in the District Court of the County of Costilla, State of Colorado, before the Hon. Chas. C. Holbrook, Judge of the Twelfth Judicial District of the said State, at a term thereof begun and held at the Court House in San Luis, in said County, on the first Monday (it being the 3rd. day) of April, A.D., One Thousand Nine Hundred and five (1905).

PRESENT: Hon. Chas. C. Holbrook, Judge of the District Court.
James D. Pilcher, Esq., District Attorney of said District.
J. C. L. Valdés, Esq., Sheriff of said County.
Charles Greenendyke, Esq., Clerk of said Court.

State of Colorado,)
County of Costilla.) SS.

In the District Court

Henry C. Flower, Plaintiff,) No. 525

VS.

Loren B. Sylvester, Richard W. Hosford, The Medano Springs Cattle Company, Lizzie B.Sylvester, Jessie A. Hosford, Fairfield Sylvester Sr., Osborne W. Sylvester, Frank G. Sylvester, Isaac W. Rice, Robert A. Sylvester, Mary E. Rice, John Woodford, Laura B. Woodford,) DECREE

(Cont. Decree # 525, #2) PAGE NO. 190

Amado Medina, Faustin Medina, W. B. McMechan, W. B. McMechan, Trustee,)
Charles A, Dyer, John Meyer, Omaha Cattle Loan Company, Sidonia Hosford,)
Ida F. Hosford, A. C. Hind, (whose first name in unknown to Plaintiff)
and Julia E. Kemler, - - - - - - - - - - - Defendants. - - - - - - - - - - -)

AND NOW ON THIS 15th day of May, A. D. 1905, being one of the judicial days of the April Term, A. D. 1905, of said Court, comes the plaintiff, by Goudy & Twitchell, his solicitors, and the defendant, John Meyer, by John R. Smith and Charles Schweigert, his attorneys, and the defendant Omaha Cattle Loan Company, by McCoy & Olmstead, its attorneys, who appear and disclain any right, title or interest in or to the property mentioned in the complaint, or any part thereof; and also comes Henry C. Brant, the Receiver herein;

And it appearing herein from the writ of summons issued in this cause to the sheriff of the County of Costilla and the return thereon, that the defendants Amada Medina and Faustin Medina, have been duly and personally served with such process in said County of Costilla, more than thirty days prior hereto; and it further appearing from this writ of summons herein issued to the Sheriff of the County of Rio Grande, Colorado, and from the return thereon, that the defendants Loren B. Sylvester, The Medano Springs Cattle Company, Lizzie B. Sylvester, Fairfield Sylvester, Sr., Osborne W. Sylvester, Frank G. Sylvester, Robert A. Sylvester, Isaac W. Rice, and Mary E. Rice, have each and all been duly and personally served with such process in the County of

(Cont. Decree #525, #3) PAGE NO. 191

Rio Grande, State of Colorado, all more than forty days prior hereto; and it further appearing that the defendants, the Omaha Cattle Loan Company, W. B. McMechan, personally and as Trustee, and the defendant Charles A. Dyer, have been duly served with summons by publication, and in addition thereto have personally appeared herein and entered their appearance andwwmived service of summons and process in writing; and it further appearing that the defendants, Richard W. Hosford, Jessie A. Hosford, Laura B. Woodford, Sidonia Hosford, Ida F. Hosford, A. C. Hind and Julia E. Kemler, being all of the other defendants herein, are non-residents of the State of Colorado, and cannot after diligent search be found in said State, and that they and each of them have been duly served with summons in this cause by publication thereof made, and by the mailing of summons to each of said defendants, (at their respective post-office addresses given in the affidavit for publication,) by the Clerk of this Court, all as directed by statute in such case made and provided, and that such service has been completed for more than forty days prior hereto; and the time within which each and all of said defendants herein above named were required by law to plead, move, demur or answer herein, having expired, and none of said defendants having answered, other than said defendants John Meyer and said defendant the Omaha Cattle Loan Company, the said defendants so not appearing having been severally three times called in open court to move, plead, answer or demur to plaintiff's complaint and thereto, come not, but herein make default, which default is duly entered; and the

(Cont. Decree #525 #4) PAGE NO. 192

death of the defendant, John Woodford, being now suggested, and it appearing that his heirs at law have duly conveyed all interest held by him in the subject matter of this suit, to Henry C. Brent, the Receiver herein;

It is therefore, ordered, adjudged and decreed that said complaint and amendments be taken for confessed against said defendants so failing to move, plead, demur or answer, and that this cause abate as to said John Woodford, deceased.

And this cause now coming on to be heard, the Court hears all the evidence offered, both documentary and oral, and the arguments of counsel, and said cause being now submitted upon the complaint and the amendments thereto, and the answer of the defendant John Meyer, and the replication thereto, and the disclaimer of the defendant the Omaha Cattle Loan Company, and the default of the other defendants, and the evidence taken in said cause, and the Court being now fully advised in the premises, Doth Find:

That it has jurisdiction over the subject matter hereof, and of each and all of the parties hereto, and that the allegations in said complaint and amendments thereto are true, as therein stated.

AND THE COURTH FURTHER FINDS:

That on, to-wit: December 30th, 1901, the defendants Loren B. Sylvester and Richard W. Hosford, borrowed from the plaintiff the sum of $125,000.00, and gave their joint and several first mortgage bond of that date for said sum, payable on January 1st, 1907, bearing interest at the rate of six and one-half

(Cont. Decree # 525 #5) PAGE NO. 193

per cent. (6½) per annum, payable semi-annually, on the first day of July and the first day of January, each year thereafter, until the date of maturity evidenced by interest coupon notes for the sum of $4062.50 each, and bearing interest at the rate of 10% per annum after maturity, and that it was provided in and by said bond that if default be made in the payment of any interest coupon note, or any part thereof, at the time and place designated therein, then said principal sum should at once, at the option of the holder of said bond, become due and payable; that to secure the prompt payment of said bond and interest, according to the tenor and effect of said bond and coupons, said defendants Loren B. Sylvester and Richard W. Hosford, on the same date, Viz: December 30th, 1901, executed and delivered to the plaintiff their certain mortgage deed, fully set forth in said complaint, conveying to plaintiff, subject to conditions of defeasance in said mortgage written, the real estate, appurtenances, water rights, priorities and lease-hold estates and interests situate in the Counties of Costilla and Saguache, in the State of Colorado, (the greater portion thereof lying in the County of Costilla), in said mortgage and in said complaint particularly described;

That said mortgage was duly recorded in the office of the County Clerk and Recorder of said County of Costilla, on the 3rd day of January, A. D. 1902, in book 34, at page 329, of the records of said County, and was also duly recorded in the office of the County Clerk and Recorder of the County of Saguache, State of Colorado, on the 26th day of April, 1902, in Book 94, at

page 29, of the records of said County;

That on, to-wit, the 22nd day of March, A. D. 1902, said defendants Loren B. Sylvester and Richard W. Hosford, borrowed from the plaintiff the further sum of $20,000.00, and upon said date duly executed and delivered to said plaintiff their certain other mortgage real estate bond for the sum of $20,000.00, due and payable on the first day of January, A. D. 1907, bearing interest at the rate of 6½ per cent. per annum, payable semi-annually, on the first day of January, and first day of July, of each year, such interest being evidenced by coupon interest notes attached to said bond, for the sum of $650.00 each, said coupons providing that they should bear interest at the rate of 10% per annum after maturity; and it was further provided in and by said bond that in case default was made in the payment of any interest coupon notes, or any part thereof, at the time and place at which it was to be paid, said principal sum should at once, at the option of the holder of said of bond, become due and payable; that to secure the payment of said last mentioned bond and interest coupons, and also as further security for the payment of said first mentioned bond for $125,000.00 and interest, hereinabove mentioned, said defendants, Loren B. Sylvester and Richard W. Hosford, on said 22nd day of March, A. D. 1902, executed and delivered to the plaintiff their certain other mortgage deed, conveying to the plaintiff, subject to the condition of defeasance in said mortgage written, all the property, real estate, lease-hold rights, water and ditch rights, and property particularly described and set

forth in said second mortgage and in said complaint, and that all of the property included in said first described mortgage was also conveyed by and included in said last mentioned mortgage; that said last mentioned mortgage deed was duly recorded in the office of the County Clerk and Recorded of said Costilla County, Colorado, on the 25th day of March, A. D. 1902, in Book 34, at page 342, of the records of said County; the defendants Loren B. Sylvester and Richard W. Hosford, caused to be organized said defendant, The Medano Springs Cattle Company, for the purpose of taking over their interests described in said mortgagees, the property as a whole being known as the cattle raising and breeding plant of The Medano Springs Cattle Company, and that on, to-wit, the 26th day of April, A. D. 1902, said defendants Loren B. Sylvester and Richard W. Hosford caused to be conveyed by deed to said The Medano Springs Cattle Company, all their right, title, interest and equity of redemption in and to the property described in said mortgages, said deed providing, however, that the property so conveyed was subject to the two mortgages hereinabove referred to, and which said mortgage indebtedness said defendant, The Medano Springs Cattle Company, as a part of the consideration for said purchase, assumed and agreed to pay, and thereupon became liable for the same;

That the said defendants Loren B. Sylvester and Richard W. Hosford owned and controlled the stock of said The Medano Springs Cattle Company, from thence until long after July 2nd, A. D. 1903, and were and still are the directors of said company, the said Loren B. Sylvester being the president, and said

(Cont. Decree #525, #8) PAGE NO. 196

Richard W. Hosford being the Vice-President thereof;

That on, to-wit, the 2nd day of July, A. D. 1903, and for the purpose of paying the taxes and assessments then due upon said property, and to pay the rent due upon said lease included in said mortgages, and to care for and preserve said property and the plant as a whole, said plaintiff, at the request of the defendant, The Medano Springs Cattle Company, and Loren B. Sylvester, and for the joint benefit of said The Medano Springs Cattle Company, and said Loren B. Sylvester and Richard W. Hosford, and as necessary to preserve said mortgaged property and said estate, and under the terms and provisions of said mortgage deeds so given, providing for the advancement of money for such purposes, and under the further provision and agreement that the same should be used for such purposes, and as an advancement under said mortgages, and be secured thereby, caused to be advanced at the hands of and through the Fidelity Trust Company, of Kansas City, Missouri, the further sum of $10,000.00 under the terms of said mortgages and agreement, and upon the promise and agreement that the same shall be repaid within six months after the date of the advancement thereof, and that said money if not then repaid should bear interest at the rate of eight per cent. per annum from January 2nd, 1904; that said additional money so advanced became and is a lien secured by said mortgages upon said property, and is a lien under said mortgages to the same extent as the indebtedness and described in said bonds and said mortgages.

That as a further security for the payment of said indebtedness, said

(Cont. Decree # 525, #9) PAGE NO. 197

defendants Loren B. Sylvester and Richard W. Hosford, and The Medano Springs Cattle Company, caused to be conveyed to the plaintiff, by deeds absolute upon their faces, but which in so far as the said last named defendants were concerned, were mortgages given as additional security for said mortgage indebtedness, the property described in said complaint as having been conveyed by the following named grantors, to the plaintiff herein, Viz: By deed from Mary E. Rice, dated October 19th, 1903; from Faustin Medina, dated November 7th, 1903; from John Woodford and Laura B. Woodford, dated July 17th, 1903; from Lizzie B. Sylvester, dated November 7th, 1903; from Amado Medina, dated March 23rd, 1904; from Loren B. Sylvester, dated November 17th, 1903; from Robert A. Sylvester, dated December 25th, 1903, and from Loren B. Sylvester, dated April 22nd, 1904,; that said deeds, in so far as the grantors therein were concerned, other than the said Loren B. Sylvester, Richard W. Hosford and The Medano Springs Cattle Company, the deeds were mortgages, and given as security for said indebtedness, hereinabove recited;

That all the renewals of said leases in said mortgages described, and the new leases taken upon said lands in said complaint mentioned, since the execution of said mortgages, have been transferred and assigned under the terms and agreements of said mortgages, for the benefit of the plaintiff herein, and that the same are subject to the liens of said mortgages; that since the commencement of this suit the Receiver appointed in this action has caused to be renewed certain leases as follows:

(Cont. Decree #525, #10) PAGE NO. 198

Lease No. 1756, renewed by lease No. 21, Book 9, to Henry C. Brent, Receiver, for five years from September 15th, 1904;
Lease No. 1735, renewed by lease No. 28, Book 9, to Henry C. Brent, Receiver, for five years from October 29thm 1904;
Lease No. 8023, renewed by lease No. 489, Book 8, to Henry C. Brent, Receiver, for five years from October 29th, 1904;
That said renewals are all subject to the terms and conditions, and are held under the lien,of said mortgages;
That default has been made in the payment of the semi-annual interest due upon said mortgage indebtedness as follows: In the payment of the coupon for the sum of $4062.50 due July 1st, 1904, being for six months interest upon the $125,000.00 bond; in the payment of the coupon for $650.00 due July 1st, 1904, being for six months interest on said $20,000.00 bond; in the payment of said sum of $10,000.00 so advanced on July 2nd, 1903, to preserve and maintain said property, and in the interest thereon since January 2nd, 1904; In the payment of the taxes upon said property for the year 1903, one-half of which became due and payable March 1st, 1904; in the payment of the rentals due upon said leases, included in said mortgages, for more than one year then last past; and that default has also been made in the caring for and preserving of said property; that since the commencement of this action no interest rentals or taxes accruing have been paid by said defendants, or any of them.
That by reason of such defaults, the plaintiff duly exercised his option in

(Cont. Decree # 525, #11) PAGE NO. 199

the premises, and has declared the principal sum mentioned in said bonds due and payable, and the same are now due and payable;
That by reason of said default the plaintiff was compelled to pay out and expend, prior to the bringing of this action, in order to preserve said leasehold estates, and to prevent the forfeiture of said leased lands, the sum of $1002.00;
That since the commencement of this action the Receiver appointed herein, has under such Receivership, been compelled to pay out for the preservation of said estate, the sum of $5917.01 over and above the amount received by him, which amount, together with the interest thereon, is a first lien upon said premises under said mortgages and the orders and judgments of this Court;
That $10,000. is a reasonable attorney's fee herein, to be allowed plaintiff:
That the equity of this cause is with the plaintiff, and that there is now due from the defendants, Loren B. Sylvester, Richard W. Hosford and The Medano Springs Cattle Company, to the plaintiff, for the principal and interest, and advancements made under said mortgages, the sum of $179,548.25.
That the said mortgages in said complaint set forth, and the claims of the plaintiff thereunder, are first and prior liens upon said real estate, leasehold rights, water priorities and ditch rights and premises, and are first and prior liens as against any clsim or claims made, or that might be made, to said property or any portion thereof, by the said defendants herein,

or all or any of them;

That since the commencement of this action the defendant John Woodford, first named as one of the defendants herein, departed this life intestate, leaving as his only heirs and distributees at law, Laura B. Woodford, his widow, also named as defendant herein, Arthur B. Woodford, his son, Frances W. Brankson, Isabella W. Allen, his daughters; that said heirs of said John Woodford have, for the purpose of releasing any claims to the lands described in the deed from John Woodford and Laura B. Woodford to plaintiff, and to foreclose any equity of redemption they might have therein, conveyed by quit claim deed all their right, title, and equity of redemption therein, to Henry C. Brent, the Receiver herein, for the use and benefit of the plaintiff, under said mortgages;

That said mortgaged estate is scant security for said mortgage indebtedness and that the said mortgages cover the rents, issues and profits of said estate; that it is necessary for the preservation of said estate, and particularly of said lease-hold interests, and for the purpose of securing the rents, issues and profits from said estate during the period of redemption, that said Receivership shall be continued until such period of redemption shall have expired, or until redemption be made; and the Court finds the issues herein for the plaintiff;

It is therefore ordered, adjudged and decreed by the Court, That the defendants pay to the plaintiff, within ten (10) days from this date, the

said sum of one hundred seventy nine thousand five hundred forty eight and 25/100 Dollars, together with lawful interest thereon, to be computed from this date until paid, and also the expenses and charges of said Receivership, and the costs of this suit to be taxed by the Clerk of this Court:

And it is further ordered, adjudged and decreed, that in default of said payment being made as aforesaid, by the defendants, then and in that case the said mortgaged premises mentioned in the Bill of Complaint in this cause, and hereinafter described, or so much thereof as may be necessary to realize the amount due to the plaintiff, principal and interest, and the expenses and costs of this suit, including the fees and disbursements, and commissions on the sale herein mentioned, and which may be sold separately without material injury to the parties interest, be sold at public vendue for cash in hand, to the highest and best bidder, at the Front door of the County Court House, at the town of San Luis, County of Costilla in the State of Colorado, said mortgaged premises being situated in the Counties of Costilla and Saguache, State of Colorado, and being particularly described as follows: the following lands being situated in the County of Costilla, State of Colorado, to-wit:

The east one-half (½) of the southeast one-quarter (¼) of section seven (7); the east one-half (½) of the northeast one-quarter (¼) of section eighteen (18); the northwest one-quarter (¼) of section nine (9); all in township forty (40) north, of range twelve (12) east of the New Mexico Meridian;

Also, the south one-half (½) of the southeast one-quarter (¼) of section

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twelve (12); the north one-half (½) of the southeast one-quarter (¼) of section twelve (12), all in township number forty (40) North, of range eleven (11) east of the New Mexico Meridian;

Also, the South one-half (½) of the southwest one-quarter (¼) of section seven (7); the north one-half (½) of the southwest one-quarter (¼) of section seven (7); the west one-half (½) of the southwest one-quarter (¼) of section seventeen (17); the east one-half (½) of the southwest one-quarter (¼) section eighteen (18); the northeast one-quarter (¼) of the southeast one-quarter (¼) and the southeast one-quarter (¼) of the northeast one-quarter (¼) of section fifteen (15); the south one-half (½) of the northwest one-quarter (¼) of section fourteen (14), the south one-half (½) of the southwest one-quarter (¼) and the south one-half (½) of the southeast one-quarter (¼) of section fifteen (15); the southwest one-quarter (¼) of the northwest one-quarter (¼) and the north one-half (½) of the southwest one-quarter (¼) and the northwest one-quarter (¼) of the southeast one-quarter (¼) of section fifteen (15); the northwest one-quarter (¼) of section seventeen (17); the southeast one-quarter (¼) of section eight (8); the southwest one-quarter (¼) of the northeast one-quarter (¼) and the east one-half (½) of the northwest one-quarter (¼) and the northwest one-quarter (¼) of the northwest one-quarter (¼) of section eighteen (18); the east one-half (½) of the southeast one-quarter (¼) of section four (4); the we west one-half (½) of the southwest one-quarter (¼) of section three (3); the west one-half (½) of the southeast one-quarter (¼) and the southwest one-quarter (¼) of the northeast

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one-quarter (¼) of section seven (7); the northwest one-quarter (¼)of the northeast one-quarter (¼) of section eighteen (18); the south one-half (½) of the northeast one-quarter (¼) and the south one-half (½) of the northwest one-quarter (¼) of section six (6); the west one-half (½) of the southeast one-quarter (¼) of section eleven (11); the northwest one-quarter (¼) of the Northeast one-quarter (¼) and the the northeast one-quarter (¼) of the northwest one quarter (¼) of section fourteen (14); the southeast one-quarter (¼) of the southwest one-quarter (¼) of section eleven (11); the northwest one-quarter (¼) of the southwest one-quarter (¼) and the south one-half (½) of the southwest one-quarter of section twelve (12); Lots number one (1) and number two (2), section three (3), Lot number four (4) section two (2), the east one-half (½) of the northwest one-quarter (¼) and the east one-half (½) of the southwest one-quarter (¼) of section five (5); the east one-half (½) of the southwest one-quarter (¼) of section eighteen (18); east one-half (½) of the northwest one-quarter (¼) of section nineteen (19); the west one-half (½)of the southeast one-quarter (¼) of section eighteen (18); the west one-half (½) of the northeast one-quarter (¼) of section nineteen (19); the east one-half (½) of the northeast one-quarter (¼) of section nineteen (19); the west one-half (½) of the northwest one-quarter (¼) of section twenty (20); the east one-half (½) of the northwest one-quarter (¼) and the west one-half (½) of the northeast one-quarter (¼) of section twenty (20); the east one-half (½) of the northeast one-quarter (¼) and the east one-half (½) of the southeast one-quarter (¼) of section thirty (30); the east

one-half (½) of the southeast one-quarter (¼) of section nineteen (19); the west one-half (½) of the southwest one-quarter (¼) of section twenty (20); the northeat one-quarter (¼) of the northeast one-quarter (¼) and the south one-half (½) of the northeast one-quarter (¼) of section fourteen (14); the northwest one-quarter (¼) of the northwest one-quarter (¼) of section thirteen (13) the south one-half (½) of the northeast one-quarter (¼), the northwest one-quarter (¼) of the south-east one-quarter (¼); and the northeast one-quarter (¼) of the southwest one-quarter (¼) of section three (3); the north-west one-quarter (¼) of section twenty three (23); the northeast one-quarter (¼) of section twenty two (22); the southwest one-quarter (¼) of section twenty three (23) the northwest One-quarter (¼) of section twenty two (22); the east one-half (½) of the southwest one-quarter (¼) of section seventeen (17); all in township number forty (40) North, of range twelve (12) East of the New Mexico Meridian;

Also, the southwest one-quarter (¼) of section twelve (12) the southeast one-quarter (¼) of section eleven (11); the southwest one-quarter (¼) of section eleven (11), all in township number forty (40) North of range eleven (11) east of the New Mexico Meridian;

Also, Lot four (4) and the south one-half (½) of Lot five (5), section six (6) Lot one (1) and north one-half (½) of Lot six (6), section seven (7); Lot two (2) and the south one-half (½) of Lot six (6) and Lot three (3) and the north one-half (½) of Lot five (5), section six (6), the south one-half (½) of the southwest one-quarter (¼) of section seven (7); the north one-half (½) of the

northwest one-quarter (¼) of section eighteen (18); Lot one (1) and the north one-half (½) of Lot six (6), section six, all in township thirty nine (39) north of range thirteen (13) east of the New Mexico Meridian;

Also, the northeast one-quarter (¼) of section thirteen (13), the southeast one-quarter (¼) of section thirteen (13); the northeast one-quarter (¼) of section twenty-four (24); the southwest one-quarter (¼) of section thirteen (13) the north half (½) of the northeast one-quarter (¼) of section twenty-three (23) the east one-half (½) of the southeast one-quarter (¼) of section fourteen (14) the northwest one-quarter (¼) of section twenty-four (24), all in township number thirty nine (39) North, of range twelve (12) East of the New Mexico Meridian;

Also, the northeast one-quarter (¼) of the northeast one-quarter (¼) of section five (5), township number twenty-eight (28) south, of range seventy-three (73) West of the Sixth Principal Meridian;

Also, the west one-half (½) of the southwest one-quarter of section thirty-three (33); the southeast one-quarter (¼) of the southeast one-quarter (¼) of section thirty-two (32); the south one-half (½) of the southwest one-quarter (¼) of section thirty (30); the north one-half (½) of the northwest one-quarter (¼) of section thirty-one (31); the north one-half (½) of the northeast one-quarter (¼) of section thirty-one (31); the south one-half (½) of the southeast one-quarter (¼) of section thirty (30); the north one-half (½) of the southeast one-quarter (¼) and the north one-half (½) of the southwest one-quarter (¼) of

section thirty-one (31; the south one-half (½) of the southeast one-quarter (¼) and the south one-half (½) of the southwest one-quarter (¼) of section thirty one (31); Lot two (2), the southeast one-quarter (¼) of the northwest one-quarter (¼) and the south one-half (½) of the north-east one-quarter (¼) of section thirty-one (31); the south one-half (½) of the southwest one-quarter (¼) and the west one-half (½) of the southeast one-quarter (¼) of section thirty-two (32); the south one-half (½) of the northwest one-quarter (¼) and the north one-half (½) of the southwest one-quarter (¼) of section two (2), all in township twenty-seven (27) south, of range seventy-three (73) West of the Sixth Principal Meridian, containing eight thousand three hundred and five and twenty-seven hundredths (8,305.27) acres, more or less;

Also, all the following described ditches, water rights and privileges locate d in Water District NO. Twenty-five (25), in Costilla County, Colorado, and claimed under and by virtue of a decree of the District Court of said County of Costilla and State aforesaid; duly entered in said Court on the 26th day of March , A. D. 1895, and appurtenant to said lands, Viz:

The Meyer Ditch, which takes its supply of water from the North Zapata Creek, and is used to irrigate sixteen hundred (1600) acres of land, together with twenty-six and sixty-six hundredths (26.66) cubic feet of water per second of time;

The Los Ojos Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate two thousand (2000) acres of land, together with thirty-

three and thirty-three hundredths (33.33) cubic feet of water per second of time;

The Hull Ditch, which takes its supply of water from Big Spring Creek, and is used to irrigate one thousand (1000) acres of land, to-gether with sixteen and sixty-six hundredths (16.66) cubic feet of water per second of time;

The South Ditch No. 1, which takes its supply of water from Little Spring Creek, and is used to irrigate eight hundred (800) acres of land, together with thirteen and thirty-three (13.33) cubic feet of water per second of time.

The South Ditch No. 2, which takes its supply of water from Little Spring Creek, and is used to irrigate twelve hundred (1200) acres of land, together with twenty (20) cubic feet of water per second of time.

Also: The South Half (½) of the Northwest Quarter (¼) and North Half (½) of the Southwest Quarter (¼) of Section Seven (7), in Township Thirty-nine (39) North, of Range Thirteen (13) East of the New Mexico Meridian;

The north Half (½) of the Northwest Quarter (¼) and Southwest Quarter (¼) of the Northwest Quarter (¼) and the Northeast Quarter (¼) of the Southwest Quarter (¼) of Section Six (6) in Township TwentyOeight (28) South, of Range Seventy-three (73) West of the Sixth Principal Meridian;

The East half (½) of the Northeast Quarter (¼) and the East Half (½) of the Southeast Quarter (¼) of Section Twelve (12), in Township Thirty-nine (39) North of Range Twelve (12), East of the New Mexico Meridian;

The South Half (½) of the Southwest Quarter (¼) of Section Eighteen (18), in

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Township Twenty-eight (28), South, of Range Seventy-three (73) West of the Sixth Principal Meridian, and Lots Three (3) and Four (4), and the South Half (½) of Lot Five (5) of Section Nineteen (19), in Township Thirty-nine (39) North, of Range Thirteen (13) East of the New Mexico Meridian;

The South Half (½) of the Northeast Quarter (¼) and Southeast Quarter (¼) of the Northwest Quarter (¼) and the Northeast Quarter (¼) of the Southwest Quarter (¼) of Section Six (6), in Township Twenty-eight (28) South, of Range Seventy-three (73) West of the Sixth Principal Meridian;

The Northeast Quarter (¼) of the Northeast Quarter (¼) of Section Six (6), and the North Half (½) of the Northwest Quarter (¼), and the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section Five (5), all in Township Twenty-eight (28) South, of Range Seventy-three (73) West of Sixth Principal Meridian;

The South Half (½) of the Southwest Quarter (¼) of Section Seventeen (17) and the South Half (½) of the Southeast Quarter (¼) of Section Eighteen (18), in Township Twenty-eight (28) South, of Range Seventy-three (73) West of the Sixth Principal Meridian;

The Northwest Quarter (¼) of the Northwest Quarter (¼) of Section Twenty-one (21) and the North Half of the Northeast Quarter (¼) of Section Twenty (20), and the Southwest Quarter of the Southeast Quarter (¼) of Section Seventeen (17) in Township Twenty-eight (28) South, of Range Seventy-three (73) West of the Sixth Principal Meridian;

Said lands last above described containing twelve hundred eighty-six and forty

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five hundredths (1286.45) acres more or less.

Together with the following described ditches, water rights and privileges, located in Water District Number Twenty-five in said Costilla County, Colorado, and claimed under and by virtue of a decree of the District Court of said County of Costilla in the State aforesaid, duly entered in said Court on the 26th day of March, A.D. 1895, Viz:

The Shady Retreat Ditch, which takes its supply of water from Zapata Creek, and is used to irrigate one thousand acres of land, together with 16.66 cubic feet of water per second of time, having priorities as follows: Priority No. 5 for 1.33 cubic feet, Priority No. 6 for 2.12 cubic feet, and Priority No. 19, for 13 cubic feet of water per second of time;

The Galloway Ditch, which takes its supply of water from Urraca Creek, north bank, and is used to irrigate seventy-five acres of land, together with 1.25 cubic feet of water per second of time, having Priority No. 10.

The Little Franklin Ditch, which takes its supply of water from Urraca Creek, right bank, and is used to irrigate seventy acres of land, together with 1.16 cubic feet of water per second of time having priorities as follows: Priority No. 7 for 5/10 cubic feet, and Priority No. 17 for 66/100 cubic feet of water per second of time.

Also, the West Half of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter of Section Four (4) and the Southwest Quarter of Section Fourteen (14), and Lot Seven (7)

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and the Southeast Quarter of the Southwest Quarter of Section Six (6) and the East Half of the Northwest Quarter of Section Seven (7), all in Township Forty (40) North, of Range Twelve (12) East of the New Mexico Meridian, containing four hundred and eighty 4/100 (480.04) acres more or less;

Also, all of Section One (1), and the East half of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter of Section Two (2); the South Half of Section Eleven (11), and the Northwest Quarter and the West Half of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter of Section Twelve (12), all in Township Forty (40) North, Range Eleven (11) East of the New Mexico Meridian;

Also, Lot numbered Two (2), (being the Southwest Quarter of the Northwest Quarter) of Section Seven (7), in Township Forty (40) North, Range Twelve (12) East of the New Mexico Meridian;

Also, the Northwest Quarter of the Southeast Quarter; the South Half of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter of Section Six (6), in Township Forty (40) North, of Range Twelve (12) East of the New Mexico Meridian;

The lands last above described containing sixteen hundred fifty six and 68/100 (1656.68) acres more or less;

Together with the following described ditches, water rights and privileges, located in Water District Number Twenty-five (25) in said Costilla County, State of Colorado, and claimed under and by virtue of the decree of said District

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Court of Costilla County, duly entered in said Court on the 26th day of March, A. D. 1895, viz:

The Trujillo Ditch, which takes its supply of water from Sand Creek, and is used for the irrigation of the lands last above described, together with 13.33 cubic feet of water per second of time, having priority No. 2,

Also, the Desert Ditch, which takes its supply of water from Sand Creek, a tributary of San Luis Creek, and is used for the irrigation of a portion of the above described land, together with fourteen cubic feet of water per second of time, having priority No. 133, the ditch number being No. 173, as per decree of the District Court of Saguache County, Colorado, heretofore duly entered as one of the decrees controlling the distribution of water in said Water District Number Twenty-five (25);

The South Half ($S\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$); the North east Quarter ($N.E.\frac{1}{4}$) of the Southwest Quarter ($S.W.\frac{1}{4}$), and the Southeast Quarter ($S.E.\frac{1}{4}$) of the Northwest Quarter ($N.W.\frac{1}{4}$) of Section Thirty-five (35), Township Twenty-six (26) South, Range Seventy-three (73) West of the 6th P.M.; the North Half ($N\frac{1}{2}$) of the Northwest Quarter ($N.W.\frac{1}{4}$) of Section Two (2), and the East Half ($E.\frac{1}{2}$) of the Northwest Quarter ($N.W.\frac{1}{4}$) of Section Three (3), in Township Twenty-seven (27) South, Range Seventy-three (73) West, 6th P. M.; Containing 320.85 acres;

Lots One (1), Two (2), Three (3) and Four (4), in Section Six (6), Township Forty (40) North, Range Twelve (12) East, N.M.P.M., containing 178.44 acres;

The North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and the East Half ($E.\frac{1}{2}$) of

the Northwest Quarter (NW¼), Section Nineteen (19), Township Twenty-eight (28) South, Range Seventy-three (73) West, of the 6th P.M., containing 160 acres;

The Southwest Quarter (S.W.¼) of the Southwest Quarter (S.W.¼) of Section Eleven (11); the Northwest Quarter (N.W.¼) of the Northwest Quarter (N.S.¼) of Section Fourteen (14); the North Half (N½) of the Northeast Quarter (N.E.¼), the North Half (N½) of the Northwest Quarter (N.W.¼); the Southwest Quarter (S.W.¼) of the Northeast Quarter (NE¼) and the Southeast Quarter (S.E¼) of the Northwest Quarter (N.W.¼) of Section Fifteen (15), Township Forty (40) North, Range Twelve (12) East, N.M.P.M., containing 320 acres;

The South Half (S½) of the Northeast Quarter (N.E.¼), Section Twenty-three (23), Township Thirty-nine (39) North, Range Twelve (12) East N.M.P.M., containing 80 acres;

The following lands being situated in the County of Sahuache, in the State of Colorado, to-wit:

The Northeast Quarter (N.E.¼) of the Northeast Quarter (N.E.¼) of Section Twenty-eight (28), Township Twenty-four (24) South, range Seventy-three (73) West, 6th P.M. containing 40 acres;

The Northwest Quarter (NW¼) of the Northeast Quarter (NE¼); the South Half (S½) of the Southeast Quarter (SE¼) and the Northeast quarter (N.E.¼) of the Southeast quarter (S.E.¼) of Section Fhirty-five (35), Township Twenty-four (24) South, Range Seventy-three (73) West, 6th P.M. containing 160 acres;

The Northeast Quarter (N.E.¼) of the Southeast Quarter (S.E.¼) of Section

Three (3), Township Twenty-five South, Rnage Seventy-three (73) West, 6th P.M.: containing 40 acres;

Also, all other ditches and ditch rights, water rights, priorities, privileges springs and wells, constructed upon, used with, appurtenant to or connected with, all or any of the land hereinabove described, whether the same be particularly described herein or not.

Also, the following lease and leasehold rights, held under and by virtue of leases from the State Board of Land Commissioners of the State of Colordao, together with all improvements located upon said leased lands and rights to the renewal of said leases:

The following leased lands being situate in the County of Costilla, in the State of Colorado, viz:

Lease No. 1739, to E. E. Baker, lesee, May 4th, 1899, expiring May 4th, 1905 for N.W.¼) of N.E.¼ and N.E.¼ of N.W.¼ Sec. 13, Tp. 40 N.R. 11 E. N.M.M., assigned to L. B. Sylvester;

Lease No. 1740 to E.E.Baker, lesee, May 4th, 1899, expiring May 4th, 1909, for N.E.¼; the N½ of S.W.¼; the S.E.¼ of N.W.¼; the N.W.¼ of S.E.¼ Sec. 2; and the N½ and S.W.¼ of S.E.¼ of Sec. 3; Tp. 40 N.R. 11 E., N.M.M. assigned to L.B. Sylvester;

Lease No. 1741, to E.E. Baker, leasee, May 4th, 1899, expiring May 4th,1909, for N½ of N.E.¼; S.W.¼ of N.E.¼; S.E.¼ of N.W.¼, and N.W.¼ of N.W.¼ Sec. 13, Tp. 40 N.R. 11 E., N.M.M.; the S½ of S.W.¼; the NE¼ of S.W.¼; the N½ of N.W.¼;

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the N.W.¼ of N.E.¼; the S.E.¼ of N.E.¼; the N½ of S.E.¼; Sec. 22; the S.W.¼ of N.W.¼, Sec. 33, Tp. 41 N.R. 12 E.N.M.M.; the N½ of N.E.¼; the S.E.¼ of N.E.¼ ; Sec. 7; the W½ of N.W. ¼, Sec. 8, Tp. 40 N.R. 12 E., N.M.M., assigned to L.B. Sylvester;

Lease No. 1871, to R. B. Wallace, lessee, August 1st, 1900, expiring August 1st, 1910, for all of Sections 29, 30, 31 and 32, Tp. 39 N.R. 12 E.N.M.M., assigned to L. R. Sylvester;

Lease No. 1872, to John C. Bushinger, lessee, August 1st, 1900, expiring August 1st, 1910, for N.W.¼ of Sec. 13; the N½ of S.W.¼ Sec. 14; and all of Sections 15, 17 and 18, Tp. 39 N.R. 12 E., N.M.M., assigned to L.B. Sylvester;

Lease No. 1874, to E. E. Eversole, lessee, August 1st, 1900, expiring August 1st 1910, for all of Sections 7, 8, 9, 10, 11 and 12, in Tp. 39 N.R. 12 E., N. M.M. assigned to L.B. Sylvester;

Lease No. 1875, to W. O. Statton, lessee, August 1st, 1900, expiring August 1st, 1910, for all Sections 33, 34, and 35, Tp. 39 N. R. 12 E., N.M.M., assigned to L. B. Sylvester;

Lease No. 1876, to C. R. Buck, lessee, August 1st, 1900, expiring August 1st, 1910, for all of Sections 19, 20, 21 and 22, and the W½ and S.E.¼ Sec. 23, Tp. 39 N.R. 12 E., N.M.M., assigned to L.B. Sylvester;

Lease No. 1877, to W. A. Packard, lessee, August 1st, 1900, expiring August 1st, 1910, for all of Sections 1, 2, 3, 4, 5 and 6, Tp. 39 N.R. 12 E.N.M.M., assigned to L. B. Sylvester;

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Lease No. 1881, to L. B. Sylvester, lessee, August 1st, 1900, expiring August 1st, 1910, for S.W.¼ Sec. 24,; S.½ Sec. 25; and all of Sections 26, 27 and 28, in Tp. 39 N. R. 12 E., N.M.M.;

Lease No. 1937, to E.E. Baker, lessee, May 4th, 1901, expiring May 4th, 1909, for E.½ of N.E.¼, the E.½ of N.W.¼, the S.W.¼ of N.E.¼ Sec. 8, Tp. 40 N.R. 12 E.N.M.M.; the N.W.¼ Sec. 26, the N.½ of N.W.¼ and the S.W.¼ of N.W.¼ Sec. 2, the S.E.¼ of N.E.¼, the N.W.¼ of S.E.¼; and S.E.¼ of S.W.¼. Sec. 3, in Tp. 40 N.R. 11 E.N.M.M., assigned to L. B. Sylvester;

Lease No. 1947, to L. B. Sylvester, lessee June 10th, 1901, expiring June 10th 1906, for S.W.¼ of Sec. 26, Tp. 40 N.R. 11 E.N.M.M.;

Lease No. 1962, to T. Trujillo, lessee, November 2nd, 1901, expiring November 2nd, 1906, for all of section 31, Tp. 41, N.R. 12 E.N.M.M., assigned to L.B. Sylvester;

Lease No. 2025, to L. B. Sylvester, lessee, 1902, expiring March 1st, 1907, for E.½ of N.W.¼; the N½ of S.W.¼; the N.E.¼ and the S.E.¼ of Sec. 8; the W½ of N.W.¼; the W.½ of S.W.¼ Sec. 9, Tp. 40 N.R. 11 E., N.M.M.;

Lease No. 2064, to Charles C. Chown, lessee, October 5th, 1902, expiring October 5th, 1907 for S.½ of Sec. 4; N½ of S.W.¼, and S.W.¼ of S.W.¼ Sec. 3; the W.½ Sec. 6; the N.W.¼ of Sec. 7, Tp. 40 N.R. 11 E.N.M.M., assigned to L. B. Sylvester;

Lease No. 2131, to L. B. Sylvester, lessee, March 6th, 1903, expiring March 6th, 1913, for S.W.¼ Sec. 30; W.½ of S.E.¼ Sec. 30; S.W.¼ of Sec. 19; Tp. 40 N.R. 12

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E., N.M.M.: all of Sec. 25; E.½ of Sec. 26; S.½ of Sec. 13; all of secs. 14, 15, 23 and 24; E.½ of Sec. 22; E.½ of S.W.¼; E.½ of N.W.¼, and N.W.¼ of N.W.¼, Sec. 22; all of Sec. 35; S.½ of Sec.34, in Tp. 40 N.R. 11 E.N.M.M.;

Lease No. 9297, to L. B. Sylvester, lessee, July 11th, 1901, expiring July 11th, 1906, for S.½ Sec. 16, Tp. 40 N.R. 12 E., N.M.M.;

Lease No. 10454 to L. B. Sylvester, lessee for all of Sec. 36, Tp. 40 N.R. 11 E.N.M.M., March 6th, 1903, expiring March 6th, 1913;

Lease No. 21, Book 9 to Henry C. Brent, Receiver, lessee, September 15th, 1904, expiring September 15th, 1909, for N.E.¼ Sec. 9; N.½ of Sec. 10, Tp. 40 N.R. 12 E.N.M.M. (renewal of Lease No. 1756);

Lease No. 28, Book 9 to Henry C. Brent, Receiver, lessee, October 29th, 1904, expiring October 29th, 1909, for S.½ of Sec. 9, the S.½ of Sec. 10, the E.½ of Sec. 17, the E.½ of NE¼, the S.E.¼ of S.W.¼, and S.E.¼ of Sec. 20; all of Sec. 21; the S.½ of Sec. 22; and all of Sections 27, 28 and 29, Tp. 40 N.R. 12 E.N.M.M. (renewal of Lease No. 1735);

Lease No. 489, Book 8 to Henry C. Brent, Receiver, lessee, October 29th, 1904, expiring October 29th, 1909, for N.½ of Sec. 16, Tp. 40 N.R. 12 E.N.M.M., (renewal of lease 8023);

The following leased lands being situate in the County of Saguache, in the State of Colorado, Viz:

Lease No. 1873, to A. L. Stroup, lessee, August 1st, 1900, expiring August 1st, 1910, for all of Sections 22, 23, 27, 28, 29, 30, 34, 35, in Tp. 41 N.R. 12 E.

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(Cont. Decree #525, #29)

N.M.M. assigned to L. B. Sylvester;

Lease No. 1878 to C. G. Chown, lessee, August 1st, 1900, expiring August 1st, 1910, for all of Sections 17, 18, 19, 20 and 21, Tp. 41 N.R. 12 E.N.M.M., assigned to L. B. Sylvester;

Lease No. 1879, to I. W. Rice, lessee, August 1st, 1900, expiring August 1st, 1910, for lots 1, 2, 3, and 4, Sec. 7; Lots 1, 2, 3, and 4, Sec. 10; Lots 1, 2, 3, and 4, Sec. 9; Lots 1, 2, 3, and 4, Sec. 8; all of Sec. 15; the N.W.¼ of S.W.¼ Sec. 14, Tp. 41 N.R. 12 E.N.M.M., assigned to L. B. Sylvester;

Lease No. 1880, to Robert M. Rice, lessee, August 1st, 1900, expiring August 1st, 1910, for S.½ of N.W.¼, the N.E.¼ of N.E.¼, and S.W.¼ of N. E.¼, Sec. 32; the S.½ of Sec. 33; the N.E.¼, the N½ of N.W.¼ and the S.E.¼ of N.W.¼ Sec. 33; the S.½ of S.E.¼ and N.W.¼ of S.W.¼, Sec. 32, in Tp. 41 N.R. 12 E.N.M.M. assigned to L. B. Sylvester;

Lease No. 10373, to L. B. Sylvester, lessee, February 23rd, 1903, expiring February 23rd, 1908, for all of Section 36, Tp. 41 N.R. 11 E. N. M. M. (renewal of Leases Nos. 7406 and 7407);

The following leased lands being situate in the Counties of Costilla and Saguache, in the State of Colorado, Viz:

Lease No. 8848, to Frank L. Bishop, lessee, August 1st, 1900, expiring August 1st, 1910, for all of Sec. 16, Tp. 27 S.R. 73 W. 6th P.M., and all of sections 36 and 16, Tp. 41 N.R. 12 E.N.M.M.; all of Sec. 16, Tp. 39 N.R. 12 E.N.M.M., assigned to L. B. Sylvester;

(Cont. Decree #525, #30) Page 218

Together with all ditches and ditch rights and privileges, Water and water rights and priorities, used upon, in connection with, or which may be appurtenant to said leased lands.

That the Sheriff of said Costilla County, Colorado, be and he is hereby authorized, empowered and directed to execute this decree; that said Sheriff give public notice of the time and place of said sale, by previously publishing the same for the space of four (4) weeks in The Mosca Herald a weekly newspaper published in said County of Costilla, and that the plaintiff in this case may bid at said sale, and become the purchaser; that the said Sheriff, upon such sale being made, shall execute a Certificate of Purchase, to such purchaser or purchasers of said property, or of any portion, which certificate shall specify the lands and tenements purchased by such purchaser or purchasers, and the sum bid therefor, and the time when the purchaser or purchasers would be entitled to a deed for said premises unless the same shall be redeemed according to law; and said Sheriff shall also file in the respective offices of the County Clerk and Recorder of said Costilla County and of said Saguache County, Colorado, duplicates of such certificates or certificates, signed by him and said Sheriff shall, out of the proceeds from said sale, retain his fees, disbursements and commission for said sale; that out of the remainder of said proceeds he shall pay all balance due on the expenses and expenditures of said Receivership to the date of this decree, as found herein, Viz: $5917.01 and interest, and the costs of this suit; that out of the then remainder of said proceeds said Sheriff

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(Cont. Decree #525, #31)

pay to the said plaintiff, Henry C. Flower, the said sum of One Hundred Seventy-nine thousand five hundred forty-eight and 25/100 Dollars, together with interest thereon at the legal rate from the date of this decree to the date of sale; or, if such remainder shall be insufficient to pay the whole of said matters directed to be paid, and the amount of said indebtedness, interest and costs, as aforesaid, then he shall apply said remainder to the extent to which it shall reach, in satisfaction of the principal and interest; or, if the plaintiff herein becomes the purchaser, that the amount of the balance be credited on said amount so found to be due the plaintiff, and the receipt of the plaintiff be accepted therefor as cash; that said Sheriff shall take receipts from the respective parties to whom he may have made payments as aforesaid, and file the same, together with his return and report of said sale, in this Court, and that in case said premises shall sell for more than sufficient to pay the amounts herein directed to be paid, and the principal and interest, and costs of this suit, then said Sheriff shall, after making payments as aforesaid, bring said surplus into Court without delay, and abide the further order thereof;

It is further ordered, adjudged and decreed that a certified copy of this decree, to which shall be attached the process of said Court, attested by its Clerk, and the seal of the Court, directing the Sheriff to make such sale under said decree and in accordance therewith, shall be due authority to said Sheriff to make such sale;

It is further ordered, adjudged and decreed that the purchaser of said premises

(Cont. Decree #525, #32) Page 220

or that portion thereof that was deeded by John Woodford and Laura B. Woodford, to the plaintiff, shall at the expiration of the period of redemption, unless such property shall have been redeemed as provided by law, be entitled to a Quit-claim Deed to said premises from said Henry C. Brent, Receiver, now holding the title thereto from the heirs of the said John Woodford, deceased, and the said Henry C. Brent, is hereby directed to execute such deed at such time;

It is further ordered, adjudged and decreed that the defendants, and each and all of them, and all persons claiming by, through, or under them or any of them, since the commencement of this suit, be forever barred and foreclosed from all equity of redemption and claim of, in or to said mortgaged premises, or any part thereof, if the same are not redeemed according to law by the defendants, their heirs, executors, administrators or grantees, within six (6) months after the day of such sale, and by all judgment creditors and their representatives and assigns, within nine months next after the day or such sale, and that at the expiration of said nine (9) months next after the day of said sale, if said mortgaged premises, or any portion thereof, are not redeemed as aforesaid, then and in that case, upon the production to the then acting Sheriff of said Costilla County, and filing in the office, of the certificate or certificates of purchase, executed by the Sheriff as aforesaid, to the purchaser or purchasers of said mortgaged premises, or any portion thereof, by said purchaser or purchasers, his or their representatives or assigns, said then acting Sheriff shall make, execute and deliver to such purchaser or purchasers, or his or their

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(Cont. Decree #525, #33)

representatives, good and sufficient conveyance or conveyances, in fee simple, of said premises, or such portion portion thereof as shall have been sold to such purchaser or purchasers, respectively: and that upon such conveyance being made, the title to the premises so conveyed be quieted in the grantee in such conveyances, as against said defendants and all persons claiming through them, or either of them, since the commencement of this suit.

It is further ordered, adjudged and decreed that the said Henry C. Brent, Receiver herein, shall be continued as such Receiver of said property during the period of redemption, and until redemption is had or conveyances are made to the purchaser or purchasers, with the same powers as heretofore exercised by him as such Receiver, and that he shall retain possession of said premises during said period, preserve the said estate, and pay or cause to be paid the taxes and rentals thereon, and do all things necessary to properly irrigate and cultivate the hay crop upon said premises, and such crops as it may be necessary to raise during such receivership, and to harvest, use and market such crops; that the expenditures so made by by such Receiver, and the expenses of such Receivership, shall be a first lien upon any crops raised upon said premises, and the property held by said Receiver;

It is further ordered, adjudged and decreed, that upon the execution and delivery of the conveyance or conveyances to the purchase or purchasers, the said Receiver shall submit a report of his acts and doings in the premises, and of his accounts, to this court or to the Judge thereof, for such order in the

(Cont. Decree #525, #34)

premises as to the Court may seem proper, and that the possession of said property shall then be delivered by said Receiver to such purchaser or purchasers: that if, upon the settling of the accounts of said Receiver there should be any overplus remaining in his hands, the same may be applied upon any balance that may remain due upon the plaintiff's judgment, or if the proceeds of sale be sufficient to pay the whole amount due to the plaintiff, then such Receiver shall bring the overplus in his hands, into Court, and abide the order of Court;

And it is further ordered, adjudged and decreed, that if the moneys arising from said sale shall be insufficient to pay the amount so due to the plaintiff, with interest as aforesaid, after deducting the costs and expenses of the Receivership in this action, and of the sale, said Sheriff shall specify the amount of such deficiency in his report of said sale and return of said process, and that upon the coming in and confirming of said report and return, the defendant Loren B. Sylvester and The Medano Springs Cattle Company, personally served herein, and who are personally liable for the payment of the debt secured by said mortgages; pay to the plaintiff the amount of such deficiency, with interest thereon from the date of said last mentioned report, and that the plaintiff may have such deficiency docketed as a judgment against said last named defendants, and may have execution therefor.

And this cause is continued for further proceedings and return in accordance with this decree. By the Court, Chas. C. Holbrook, Judge.
Entered as of May 18th, 1905. Charles Groenendyke, Clerk.

(Cont. Decree #525, #35)

STATE OF COLORADO,)
County of Costilla) ss.

I, ELIAS H. ELLITHORP, Clerk of the District Court of the County of Costilla, State aforesaid, do hereby certify the above and foregoing to be a true, complete and perfect transcript and copy of A DECREE OF COURT had and entered of record in a certain cause in said Court lately depending wherein Henry C. Flower, was Plaintiff and Loren B. Sylvester, Richard W. Hosford, The Medano Springs Cattle Company, et als were Defendants, as the same now remains on file and of record in this office.

Witness my hand and seal of said Court, at the Court House in San Luis, County and State aforesaid, this 13th day of July, A. D. 1912.

Elias H. Ellithorp, Clerk.

(District Court Seal)

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entry 75

STATE OF COLORADO)
COUNTY OF ALAMOSA) SS

The ALAMOSA ABSTRACT COMPANY, INCORPORATED, hereby certifies that the foregoing 35 pages is a true, complete and perfect copy of a certified copy of a DECREE of Court had and entered of record in a certain cause No. 525 in the District Court of Costilla County, Colorado, dated May 18th, 1905, wherein HENRY C. FLOWER was Plaintiff, and LORIN B. SYLVESTER, RICHARD W. HOSFORD, THE MEDANO SPRINGS CATTLE COMPANY, et als, were Defendants, signed by ELIAS H. ELLITHORP, Clerk of the District Court of Costilla County, Colorado, on July 13th, 1912, with the Seal of said Court thereto attached; as is attached to and made a part of the Abstract of Title covering the Medano and Zapata Ranches, and in the possession of the owners, Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis and Albert L. Linger.

WITNESS the signature and corporate seal this 22nd day of March, A. D. 1941.

THE ALAMOSA ABSTRACT COMPANY,INCORPORATED
(seal imprinted here)
By Grace Wolf

A duly qualified and bonded Abstracter operating under a license granted by the State of Colorado.

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entry 76

HOWARD K. LINGER
LYMAN G. LINGER
MARGARET LINGER LEWIS
ALBERT L. LINGER

TO

UNITED STATES OF AMERICA

Reception No. 75347
WARRANTY DEED
Dated: May 19, 1941
Filed: July 18, 1941
Consideration: $6000.00
Recorded: Book 84, P. 97
Alamosa County Records

CONVEYS: The South Half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section Thirty-five in Township Twenty-six South, Range Seventy-three West of the Sixth Principal Meridian; Also the Northwest Quarter and the North Half of the Southwest Quarter of Section Two; and the East Half of the Northeast Quarter of Section Three in Township Twenty-seven South, Range Seventy-three West of the Sixth Principal Meridian; together with all water and water rights in and to the Mosca Pass Spring and the Morris Gulch Spring, which natural springs are located on the above described property, and both of which are tributary to Mosca Creek which is tributary to Medano Creek, lying and being in Alamosa County, Colo.

STATE OF COLORADO)
COUNTY OF ALAMOSA) SS

The foregoing instrument was acknowledged before me

(Cont. Rec. #75347, Bk. 84, P. 97, Ala. Co. Rec. #2)

this 19th day of May A.D. 1941, by Howard K. Linger, Lyman G. Linger, Margaret Linger Lewis, and Albert L. Linger.
Witness my hand and official seal.

C. M. Van Fleet
County Clerk.

(Official Seal)

($6.60 I. R. Affixed & Cancelled)

STATE OF COLORADO)
County of Alamosa) ss.

The undersigned hereby certifies that the foregoing -1- Entry numbered 76, inclusive, constitutes a true and correct Extension Abstract of Title showing all instruments which appear of record in the office of the County Recorder of Alamosa County, Colorado, from the 22nd day of March, A. D. 1941, at 12 o'clock--M., to the 22nd day of July, A. D. 1941, at 5:00 o'clock P. M., affecting title to: The Southeast quarter of the Northwest quarter (SE¼NW¼) the Northeast quarter of the Southwest quarter (NE¼SW¼), and the South half of the Southwest quarter (S½SW¼) of Section 35, Township 26 South, and Lots 3 and 4 and the South half of the Northwest quarter (S½NW¼) and the North half of the Southwest quarter (N½SW¼) of Section 2, and Lot 1 and the Southeast quarter of the Northeast quarter (SE¼NE¼) of Section 3, Township 27, South, all in Range 73 West of the Sixth Principal Meridian,

in Alamosa County, Colorado.

That due to conditions prevailing in Alamosa County, Colorado, the following exceptions are made: rights of way for roads and ditches which have not been granted by direct conveyance.

That the undersigned is a duly qualified and bonded Abstracter operating under a license granted by the State of Colorado. Dated at Alamosa, Colorado, this 22nd day of July, A. D. 1941. #75379

THE ALAMOSA ABSTRACT COMPANY
(SEAL IMPRINTED HERE)
by Grace Wolf
Secretary.

This abstract is made for the use and benefit of the United States of America, its successors and Assigns.

(Page No. 1)

State of Colorado,)
County of Costilla.) ss.

In the District Court of the Twelfth Judicial District of the State of Colorado, within and for the County of Costilla.

In the Matter of the Adjudication of)
Priority for Rights to the Use of Water) D E C R E E
in Water District No. 25.)

And now, on this 26th day of March, A.D. 1895, this matter coming on for final hearing and adjudication, upon the report of Christ. F. Meyer, referee, duly appointed herein, and to whom this matter was by order of this Court, entered on the 23rd day of September, A.D. 1891 referred, for the purposes, in said order mentioned, as well as upon the several findings, upon the evidence produced in this matter, as upon the evidence taken by and before said referee, and the evidence taken before Henry L. J. Warren, to whom this matter was referred, as referee, by order of this court, entered on the 14th day of June A.D. 1889, and who was, by order of this Court, entered of date of the 23rd day of September A.D. 1891, removed as such referee and further, upon the exceptions on behalf of the Rhodes and Farnsworth ditch, filed in this Court of date, April 26th, A.D. 1893; the Court being satisfied, from the several notices, certificates of publication, affidavits and certificates of said Referee respectively, that said testimony returned and upon which the findings herein returned have severally been made, was taken upon due and

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lawful notice in all respects, according to the statute, in such case made and provided and the rules and orders of this Court, in that behalf made and entered and that the notices of the time set for final hearing thereof and of this cause, have been duly served on all the parties entitled to notice, under the order of this Court, in that behalf heretofore entered herein, in manner and form, as by said order required, and further, that all parties interested in this matter and entitlted to notice in any stage of the proceedings therein have, at all times been duly notified according to law and the orders of this Court, and the report of said Referee, Christ. F. Meyer, together with the returns of services of notices, affidavits, lists of findings being found in due form, and the Court now here, having in open Court, heard all parties and their attorneys, so far as they desired to be heard, respectively, touching the several matters herein, it is, by the Court in consideration of all the premises, hereby ordered, adjudged and decreed; that the several findings of said Referee, as reported to and filed in this Court, in his suggested decree herein filed, be and are hereby approved and confirmed, save and except in the decree entered and set forth as conditioned upon the further appropriation of water, and that, in so far as they are confirmed, they be taken, deemed and held in all respects, as the findings of the Court in this matter.

And it is ordered, adjudged and decreed, that, throughout said District No. 25 One cubic foot of water per second of time is hereby adjudged and decreed to be sufficient in amount to properly irrigate 60 acres of land, save and except that

there the amount of land for which any ditch is constructed or used is less in quantity than 30 acres, said ditch is, in this decree, allowed one-half cubic foot of water per second of time, subject, however, in use, to the necessity of the lands and in the acreage as herein decreed.

And the Court doth further find and decree in respect to each and every ditch, canal and reservoir and spring in said Water District No. 25, concerning which proof and evidence has been offered before the various referees herein as follows, to-wit:

LIST OF APPROPRIATIONS BY ORIGINAL CONSTRUCTION.

The following is a list of the ditches, in said Water District No. 25, taking their supply of water from San Luis Creek, Sand or Medano Creek, Big Spring Creek, Little Spring Creek, North Zapato Creek, South Zapato Creek, Middle Creek, Bear,Creek, Sierra Blanca Creek, and all streams draining into said creeks and all other streams between said Sand or Medano Creek and the Sierra Blanca Creek: giving names of said ditches, also the Priority Number as well as date of appropriation by original construction.

Priority Number by original construction.	Name of Ditch	Date of Appropriation by original construction.
1.	The Meyer Ditch	April 1st, 1873
2.	The Trujillo Ditch,	May 20th, 1874
3.	The Los Ojos Ditch	May 10th, 1875
4.	The Galloway Ditch	April 1st, 1877.

5.	The Hull Ditch	May 1st, 1877
6.	The Shady Retreat Ditch	April 1st, 1879
7.	The South Ditch No. 1	June 1st, 1880
8.	The Little Frankie Ditch	April 10th, 1881
9.	The South Ditch No. 2,	May 1st, 1881
10.	The King Ditch,	May 15th, 1887
11.	The Urraca Ditch	May 25th, 1887
12.	The South Urraca Ditch	June 1st, 1887
13.	The Phelps Ditch,	September 1st, 1887
14.	The Leggitt Ditch,	June 8th, 1888
15.	The Canon Ditch	May 12th, 1889

List of Priorities by Appropriation

The following is a list of ditches in Water District No. 25, giving the name of each ditch with its Priority Number by actual appropriation of water thereby, the number of cubic feet of water per second of time, to which each ditch is entitled, together with the dates of said several appropriations:

Priority No.	Name of Ditch	Date of Appro'n.	Amount in Cubic feet.
1	The Meyer Ditch	April 1st, 1873	7.00
2	The Trujillo Ditch	May 20th, 1874	13.33
3	The Los Ojos Ditch	May 10th, 1875	33.33
4	The Hull Ditch	May 1st, 1877	16.66

5.	The Shady Retreat Ditch	April 1st, 1879	3.33	
6.	The South Ditch No. 1	June 1st, 1880	13.33	
7.	The Little Frankie Ditch	April 1st, 1881	.50	
8	The South Ditch No. 2	May 1st, 1881	20.00	
9	The Shady Retreat Ditch	April 1st, 1882	3.33	addi-tional
10	The Galloway Ditch	May 1st, 1886	1.25	
11	The Meyer Ditch	May 1st, 1886	19.66	addi-tional
12	The King Ditch	May 15th, 1887	.83	
13	The Urraca Ditch	May 25th, 1887	.50	
14	The South Urraca Ditch	June 1st, 1887	.50	
15	The Phelps Ditch	Sept. 1st, 1887	.83	
16	The Little Frankie Ditch	Sept. 1st, 1887	.66	addi-tional
17	The Leggitt Ditch	June 8th, 1888	.50	
18	The Shady Retreat Ditch	Jan. 1st, 1889	10.	
19	The Canon Ditch	May 12th, 1889	.5	

Number 1. The Meyer Ditch
Number 2. The Trujillo Ditch
Number 3. The Los Ojos Ditch. That said ditch is entitled to Priority No. 3. Said ditch is claimed by The Medano Springs Land and Cattle Company. That said

ditch takes it supply of water from Big Spring Creek. It is used for the irrigation of 2000 acres of land. The headgate of said ditch is located at a point on N.W. 1/4 Sec. 9, Twp. 40 NR. 12 E.N.M.M. on right bank of Big Spring Creek.

And it is hereby adjudged and decreed, that there be allowed to flow into said ditch, from said stream, for the use aforesaid and for the benefit of the party lawfully entitled thereto, under Priority No. 3, 33.33 cubic feet of water per second of time.

Number 4. The Galloway Ditch.
Number 5. The Hull Ditch. That said ditch is entitled to Priority No. 4. Said ditch is claimed by The Medano Springs Land and Cattle Company. That said ditch takes its supply of water from Big Spring Creek. It is used for the irrigation of 1000 acres of land. The headgate of said ditch is located at a point in S.W. 1/4 Sec. 8, Twp. 40, N.R. 12 E.N.M.M.

And it is hereby adjudged and decreed, that there be allowed to flow into said ditch, from said stream, for the use aforesaid and for the benefit of the party lawfully entitled thereto, under Priority No. 4, 16.66 cubic feet of water per second of time.

Number 6. The Shady Retreat Ditch.
Number 7. The South Ditch No. 1. That said ditch is entitled to Priority No. 6. Said ditch is claimed by The Medao Springs Land and Cattle Company. That said ditch takes it supply of water from right bank of Little Spring Creek. It is

used for the irrigation of 800 acres of land. The headgate of said ditch is located at a point on S.E. 1/4 Sec. 20, Twp. 40, N.R. 12, E.N.M.M.

And it is hereby adjudged and decreed, that there be allowed to flow into said ditch, from said stream, for the use aforesaid and for the benefit of the party lawfully entitled thereto, under Priority No. 6, 13.33 cubic feet of water per second of time.

Number 8. The Little Frankie Ditch

Number 9. The South Ditch No. 2. That said ditch is entitled to Priority No. 8.

Said ditch is claimed by The Medano Springs Land and Cattle Company. That said ditch takes its supply of water from left bank of Little Spring Creek. It is used for the irrigation of 1200 acres of land. The headgate of said ditch is located at a point in S.E. 1/4 Sec. 16, Twp. 40, N. R. 12E.

And it is hereby adjudged and decreed, that there be allowed to flow into said ditch, from said stream, for the use aforesaid and for the benefit of the party lawfully entitled thereto, under Priority No. 8, 20 cubic feet of water per second of time.

Number 10. The King Ditch.

Number 11. The Urraca Ditch.

Number 12. The South Urraca Ditch

Number 13. The Phelps Ditch

Number 14. The Leggitt Ditch

Number 15. The Canen Ditch.

And it is further ordered, adjudged and decreed: that the said The Hillside Ditch, Middle Creek Ditch, The Hammond Ditch, and The Rhodes and Farnsworth Ditch and The Spruce Park Ditch have nothing, under the evidence offered herein, as having shown no right for Priority in the waters in said Water District, by actual appropriation, and that the part of said suggested decree, or the findings of said Referee, conditioned upon further appropriation, be not decreed and said recommendation held for naught, but that nothing herein shall be construed to divest these parties of any rights, or of proceeding to adjudicate any rights, as provided by statute hereinafter, by reason of the failure at this time and upon said hearing, by proper evidence, to establish and set forth sufficient facts, upon which to base a decree.

And it is further and finally ordered, adjudged and decreed, in respect to each and every ditch, canal and reservoir and spring, in the findings and decrees of the Court herein, before separately and particularly mentioned, and as the same are ordered and given Priority dates, numbers and amounts, or cubic feet of water per second of time, to which said ditches are, at the respective dates entitled; that this Decree shall be taken, deemed and held as confirming and determining and establishing the several Priorities of water rights, in said several ditches, canals, reservoirs and springs, in said Water District Number 25, according to the construction, enlargement or extension of said ditches, canals, reservoirs, or springs and appropriations of water hereby made with priority numbers therefor, given with dates, together with cubic feet of water

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per second of time, to which each ditch, canal, reservoir or spring is entitlted; also the respective storage capacity of each and every reservoir, with its priority number anddate, with the priority of right of the use of water of springs, as hereinbefore, in separate findings and decrees particularly recited and set forth.

Dated at San Luis, Colorado, this 26th day of March, 1895.

John H. Voorhees, (Seal)
Judge.

State of Colorado,)
County of Costilla) ss. I, Charles Groenendyke, Clerk of the District Court within and for the County of Costilla in the State aforesaid, do hereby certify the above and foregoing to be a full, true and complete copy and transcript of a certain decree rendered in said Court on the 26th day of March, A.D. 1895, and duly entered in the records thereof, in a certain matter then pending therein entitled "In the Matter of the Adjudication of Priority of Rights to the Use of Water in Water District Number 25," as appears from the files and records of my office.

Witness my hand and the Seal of said Court hereto affixed this 29th day of September, A.D. 1911, at my office in the Court House at San Luis, in said County.

Charles Groenendyke,
Clerk of the District Court of Costilla County, Colorado.

(District Court Seal)

(Page No. 10)

STATE OF COLORADO,)
COUNTY OF ALAMOSA.) SS, IN THE DISTRICT COURT.

CHARLES WOLF and JOHN MEYER, Plaintiffs,) AMENDED ANSWER AND CROSS-COMPLAINT.

v.

THE MEDANO SPRINGS RANCH COMPANY, GEORGE W. LINGER substituted as a defendant as successor in title to said The Medano Springs Ranch Company, F. W. SWANSON as Irrigation Division Engineer of Water Division No. 3 in the State of Colorado, and I. N. JANNEY, Water Commissioner of Water District No. 35 in the State of Colorado. Defendants.)

Comes now George W. Linger and shows to the court that he has acquired and succeeded to all the right, title and interest of the defendant The Medano Springs Ranch Company in and to the subject matter of this action, and asks to be substituted as a party defendant herein as succesor in title to said The Medano Springs Ranch Company.

And this defendant, having been so substituted by order of the court, now adopts the answer heretofore filed by the defendant The Medano Springs Ranch Company as his own answer.

And said George W. Linger, by leave of court first had and obtained, files this his amendment to said answer and as his cross-complaint herein, as follows:

(Page No. 11)

And this defendant George W. Linger, by way of further answer and by way of cross-complaint herein, avers that since he has succeeded to the title of said The Medano Springs Ranch Company in and to the water rights in and from Big Spring Creek and Little Spring Creek mentioned in said complaint and in the answer heretofore filed, this defendant and said plaintiffs Charles Wolf and John Meyer, being the only ones now interested in diverting water by means of the Medano and Hudson Ditches mentioned in said complaint, from Medano Creek and its tributaries, have together and in connection with each other made due and careful investigation of the physical and other conditions concerning Medano Creek and its tributaries and Big and Little Spring Creeks, and the supply and source of supply of water therefrom, and from such investigation this defendant and said plaintiffs have concluded, agreed and arranged to and with each other that this defendant needs and shall have for beneficial use upon the lands under his ditches from said Big Spring Creek and Little Spring Creek, all the water coming from said Big and Little Springs Creeks and heretofore decreed to the ditches mentioned in said complaint and said answer and now owned by this defendant, and that said Medano Creek is a tributary to and furnishes a supply for said Big and Little Spring Creeks; that under the physical conditions existing, the said John Meyer and Charles Wolf, as owners of the water rights in the Medano Ditch and the Hudson Ditch, taking water from Medano Creek and its tributaries, can take for and during the period of from the 15th day of May to the 15th day of July of each year

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not to exceed fifteen (15) cubic feet of water per second of time from said Medano Creek and its tributaries above the point where said Medano Creek disappears into the sands, as a total amount to be taken by means of both of said ditches, provided said water is so taken from said Medano Creek at a point or points as high up Medano Creek as at and above the present location of the headgate of the Medano Dithc; and that it was concluded, and this defendant so avers, that any taking, directly or indirectly, of any water from said Medano Creek and its tributaries, at the place upon said Medano Creek above mentioned, in excess of said fifteen (15) cubic feet of water per second of time between the first day of May and the first day of July of each year, or of any water below said point would injuriously and materially affect the vested rights of this defendant in and to the waters of said Big Spring Creek and Little Spring Creek heretofore appropriated and necessary for use for this defendant; and, further, that the taking of any water from said Medano Creek or its tributaries by means of said Medano Ditch or Hudson Ditch or otherwise, either directly or indirectly, by the said plaintiffs Charles Wolf and John Meyer, or either of them, or any other person or persons, between the 15th day of July and the 1st day of October of each year, would injuriously and materially affect the rights of this defendant in and to the water and the amount of water he owns and would obtain from Big Spring Creek and Little Spring Creek.

This defendant, therefore, prays that said plaintiffs Charles Wolf and John

Meyer, their agents, servants, heirs, representatives and assigns, and any and all parties claiming or to claim under them or either of them, be severally perpetually enjoined from taking from said Medano Creek or its branches or tributaries, by means of said Medano and Hudson Ditches or either of them, or by any other means, an amount of water in excess of fifteen (15) cubic feet per second of time between the 15th day of May and the 15th day of July of each year, and from taking or diverting by means of said ditches or by any other means, directly or indirectly, any of the waters of said Medano Creek, its branches or tributaries, between the fifteenth day of July and the first day of October of each year.

And that this defendant may have such other and further relief in the premises as to the court shall seem meet and proper.

Goudy, Twitchell & Burkhardt
Attorneys for Defendant George W. Linger.

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

GEORGE W. LINGER, being first duly sworn, upon his oath states that he is the defendant filing the above answer and cross-complaint; that he has read the same and knows the contents thereof, and that the same is true of his own knowledge except as to such matters as are therein stated to be upon the information and belief, and as to such matters he believes it to be true.

GEORGE W. LINGER.

Subscribed and sworn to before me this 21day of July, A.D. 1914.

J. A. McDonald
Clerk, Dist. Court
Alamosa County.

(District Court, Twelfth Judicial District - Alamosa County - Colorado - Seal)

Decree No. 90, Filed July 21st, A.D. 1914.

J. A. McDonald, Clerk.

STATE OF COLORADO,)
COUNTY OF ALAMOSA.) SS. IN THE DISTRICT COURT

CHARLES WOLF AND JOHN MEYER, Plaintiffs,
v.
THE MEDANO SPRINGS RANCH COMPANY, GEORGE W. LINGER, substituted as a defendant, as successor in title to said The Medano Springs Ranch Company, F. W. SWANSON, as Irrigation Division Engineer of Water Division No. 3 in the State of Colorado, and I. N. JANNEY, Water Commissioner of Water District No. 35 in the State of Colorado,
Defendants

DECREE.

On this 21st day of July, A.D. 1914, come the plaintiffs by John R. Smith and J. G. Schweigert, their attorneys, as well also the defendants, the Medano Springs Ranch Company and George W. Linger, by Goudy, Twitchell & Burkhardt, their attorneys; and the defendants F. W. Swanson, Irrigation Division Engineer and I. N. Janney, Water Commissioner, come in their own proper person, and they having heretofore entered their appearance in this cause, and this case now coming on for final hearing upon the plaintiffs' compalint and the amended answer and cross-complaint and the replication thereto, and upon the testimony offered, and the Court, having heard the testimony, documentary and oral, and the arguments of counsel, and being fully advised in the premises, doth find that heretofore in the case of George H. Adams, Trustee, plaintiff,

versus The Medano Ditch Company, a corporation, Water N. Houser, David F. Botts, John W. Robinson, Emil Schmidt, Ernest Schwab, Charles J. Moeler, William J. Milsap, Louisa M. Brockman, William T. Frink and John Myer, defendants, pending, heard and determined in the District Court of Saguache County, involving the rights of plaintiff as owner of the Los Ojos Ditch and the Hull Ditch, taking water from Big Spring Creek, and of the South Ditch No. 1 and South Ditch No. 2, taking water from Little Spring Creek, and the defendants as owners of the Medano Ditch, taking water from Medano Creek, and in a certain other cause heretofore pending and determined in the District Court of Saguache County, wherein George H. Adams, as Trustee, was plaintiff, and Joshua B. Hudson, M. Addington, David E. Wilcox, George Ingraham, Joseph M. Murray, C. M. Lincoln, John Meyer and Timothy M. Hudson were defendants, and in which case were involved the rights of the plaintiff as owner of said ditches from Big Spring Creek and Little Spring Creek, and the rights of defendants as owner of the Hudgen Ditch, taking water from said Medano Creek, it was found and decreed in each of said cases that Medano Creek, its branches and tributaries, were tributary to and supplied both Big Spring Creek and Little Spring Creek; that the priorities of the plaintiff in said cases decreed to his said ditches taken from said Big Spring Creek and Little Spring Creek were superior and senior to the rights and priorities of the defendants appurtenant to said Medano Ditch and said Hudson Ditch, taking water from Medano Creek and its tributaries; that the diversion of any portion of the

waters of Medano Creek or its ⅌ tributaries by said Medano or Hudson Ditches or otherwise between the 15th day of May and 1st day of October of each year materially diminished the water supply in Big Spring Creek and Little Spring Creek, all of the flow of which two latter named creeks was required to supply the priorities of the ditches of the plaintiff therein, and the said defendants in each of said cases, ~~xxxx~~ their officers, agents, employes, heirs, representatives and assigns, were restrained and enjoined from diverting any part or portion of the waters of Medano Creek from its channel or any of its branches or tributaries between the 15th day of May and the 1st day of October of each year; that upon appeal of said cases to the Supreme Court of the State of Colorado, said decrees of said District Court of Saguache County were affirmed the Supreme Court, however, declaring that the law read into the decree that the inhibitions as to the diversion of water from Medano Creek by said Medano and Hudson Ditches only covers such portion of the period between the dates specified that plaintiff had use for the water for the purposes of irrigation. The court further finds from the evidence and from the ponditions now exisiting as shown thereby, that John Meyer and Charles Wolf, plaintiffs, herein, as owners in the Medano Ditch, and John Meyer as owner of the Hudson Ditch, may, without material injury to the rights of the said defendant, take and divert water from said Medano Creek through said Medano and Hudson Ditches to a total amount of not exceeding 15 cubic feet of water per second of time for the period from May 15, to July 15th of each year, and further finds that

any diverson during said period from May 15th to July 15th of any greater amount of water from said Medano Creek and its branches or tributaries than said 15 cubic feet per second of time, and that any diversion of any amount of water by said Medano Ditch or Hudson Ditch or by any other ditch or other means from said Medano Creek or its tributaries from July 15th to October 1st, would materially injure and affect the rights of the defendant in and to the waters of said Big Spring Creek and Little Spring Creek as aforesaid.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintifss John Meyer and Charles Wolf may have and take through the Medano Ditch and the Hudson Ditch from the 15th day of May to the 15th day of July each year not exceeding a total by means of both ditches of fifteen cubic feet of water persecond of time from said Medano Creek, its branches and tributaries, and that the decrees of the District Court of Saguache County, hereinabove described and referred to, be and the same are hereby modified so as to allow such taking, and in all other respects said former decrees of said District Court of Saguache County are hereby re-affirmed as to all parties affected thereby. Said fifteen cubic feet of water per second of timb may be taken in either of said ditches, or divided so as to take any part of said amount through either of said ditches, but the total amount taken by both of said ditches ~~xx~~ during said period shall not exceed fifteen cubic feet of water per second of time.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said plaintiffs, their agents, attorneys, servants, heirs, representatives and assigns, and any and

(Page No. 19)

all parties claiming or to claim under them or either of them, be and they are hereby severally perpetually enjoined from taking from said Medano Creek or its branches or tributaries, by means of said Medano and Hudson Ditches, or either of them, or by any other means, an amount of water in excess of fifteen cubic feet per second of time between the 15th day of May and the 15th day of July of each year, and are hereby further perpetually enjoined from taking or diverting by means of said ditches or by any other means, directly or indirectly, any of the waters of said Medano Creek, its branches or tributaries, between the 15th day of July and the 1st day of October each year.

ITS IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants George W. Linger, his agents, attorneys, servants, heirs, representatives and assigns, and all persons claiming or to claim under him, be and they are hereby perpetually enjoined from interfering with the taking of said fifteen cubic feet of water per second of timbe by said John Meyer and Charles Wolf, their heirs and assigns, for and during the period of time from May 15th to July 15th in each year hereafter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said defendant the Irrigation Division Engineer and said defendant Water Commissioner, and their successors in office, are enjoined to give due regard and observance to this decree, in connection with all former decrees, in the distribution of the waters in said Irrigation District No. 35.

(Page No. 20)

IT IS FURTHER ORDERED that each party hereto shall pay the costs incurred by them respectively.

Done this 21st day of July, A. D. 1914.

By the Court: Charles C. Holbrook,
Judge.

Case No. 90. Filed this 21st day of July A. D. 1914.

J. A. McDonald,
Clerk Dist. Court.

(Page No. 21)

STATE OF COLORADO)
COUNTY OF ALAMOSA) SS

THE ALAMOSA ABSTRACT COMPANY, INC., hereby certifies that the foregoing Twenty (20) Pages are true, complete and perfect copies of a Decree, In The Matter of the Adjudication of Priority for Rights to the Use of Water in Water District No. 25, dated March 26th, 1895; AMENDED ANSWER AND CROSS-COMPLAINT, Charles Wolf and John Meyer, Plaintiffs, vs. The Medano Springs Ranch Company, George W. Linger, substituted as a defendant as successor in title to said The Medano Springs Ranch Company, F. W. Swanson as Irrigation Division Engineer of Water Division No. 3 in the State of Colorado, and I. N. Janney, Water Commissioner of Water District No. 35 in the State of Colorado, Defendants, Decree No. 90, dated July 21st, 1914; and the Decree in said Case No. 90, dated July 21st, 1941; as appears of record in the Office of the Clerk of the District Court of the Twelfth Judicial District of the State of Colorado, within and for the County of Alamosa.

WITNESS THE signature and corporate seal this -- 22nd -- day-- of -- March -- A. D. 1941.

THE ALAMOSA ABSTRACT COMPANY, INCORPORATED.
By (sgd.) Grace Wolf (Seal)
A duly qualified and bonded Abstractor operating under a license granted by the State of Colorado.

(Page No. 22)

Mr. Linger:- We did not get another Certificate of Taxes from the County Treasurer as the Certificate at Page No. 188, Entry No. 73 of this Abstract shows all paid and therewill be no more taxed due until January 1st, 1942.

THE ALAMOSA ABSTRACT COMPANY INC.,

By (sgd.) Grace Wolf

Secretary

C O P Y

Reception No. 73364

Page No. 182
Entry No. 70
(Of Abstract)

THE FIRST NATIONAL BANK OF DENVER
By J. B. Welborn, Assistant Vice-President
Attest: J. F. Dawson, Cashier
(Corporate Seal)

TO

HOWARD K. LINGER, LYMAN G. LINGER, MARGARET LINGER LEWIS and ALBERT L. LINGER

PARTIAL RELEASE OF MORTGAGE

Dated: January 9th, 1941
Filed: January 10th, 1941
Consideration: $1.00
Recorded: Book 83 Page 363 Alamosa County Records

CONVEYS: Northwest Quarter ($NW\frac{1}{4}$) and the North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$), Section Two; the East Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Three, all in Township Twenty-seven, South of Range Seventy-three West of the Sixth P.M. East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$), Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$), the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-five all in twp. 26 S.R. 73 West of the Sixth P.M.

Partial Release of Mortgage Deed made by Howard K. Linger, Lyman G. Linger and Margaret Linger Lewis of the County of Alamosa, State of Colorado, and Albert L. Linger of the City and County of Denver, in the State of Colorado, dated the 31st day of August A.D. 1938, filed for record in the office of the County Clerk and Recorder of the County of Alamosa, in the State of Colorado, on the 6th day of September, A.D. 1938, and duly recorded in book 79 of the records in said office at page 140.

And Whereas, it is agreed that a portion of said real estate be released from said mortgage.

Now Therefore, releases and quit claims unto above grantees all right, title and interest which grantors have by virtue of said Mortgage Deed in and to the above described real estate.

ACKNOWLEDGED: January 9th, 1941, by John B. Welborn as Assistant Vice-President and J. F. Dawson, as Cashier of the First National Bank of Denver, a corporation, before Cleon H. Winchester, Notary Public, City and County of Denver, State of Colorado. Commission expires May 16, 1943.
(Notarial Seal)

p-16585

OPTION TO SELL REAL ESTATE
TO
THE UNITED STATES GOVERNMENT

THE UNDERSIGNED, hereinafter known as the vendor, in consideration of the examination and appraisal of the land hereinbelow described by the United States and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby agree for himself, herself, or themselves, or heirs, administrators, executors and assigns, as follows:

(1) That at any time within sixty days from the date of this instrument, if requested so to do by an authorized representative of the United States, the said vendor will sell and at his, her, their, or its own expense, convey, free of all encumbrances whatsoever, to the United States or its nominee by proper deed of conveyance with general warranty of title, under conditions hereinafter provided, all of that tract or tracts of land situate and lying in the County of Alamosa, State of Colorado, containing Four Hundred Eighty (480) acres, more or less, and more particularly described as follows:

Tract No. 46 as designated by the General Land Office for a patent on resurvey in 1937, and also described as the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼); Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and the South Half (S½) of the Southwest Quarter (SW¼) of Section Thirty-Five (Sec. 35), Township Twenty-Six South (T26S), Range Seventy-Three West (R73W), Sixth Principal Meridian (6PM); containing one hundred sixty (160) acres, more or less;

The East Half (E½) of the Northeast Quarter (NE¼) of Section Three (Sec. 3), Township Twenty-Seven South (T27S), Range Seventy-Three West (R73W), Sixth Principal Meridian (6PM); containing eighty (80) acres, more or less;

The Northwest Quarter (NW¼) and the North Half (N½) of the Southwest Quarter (SW¼) of Section Two (Sec. 2), Township Twenty-Seven South (T27S), Range Seventy-Three West (R73W), Sixth Principal Meridian (6PM); containing two hundred forty (240) acres, more or less;

Together with all easements, water rights, and other appurtenances thereto, as more particularly limited by the following two paragraphs:

It is intended specifically to convey, set over and transfer all of the water rights incidental to, as hereinafter more particularly described, and all of the waters of Mosca Spring probably situated in the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Two (Sec. 2), Township Twenty-Seven South (T27S), Range Seventy-Three West (R73W), Sixth Principal Meridian (6PM), and Morris Gulch Spring probably situated in the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of said Section Two (Sec. 2). The water rights to be conveyed are more particularly described as a certain portion, represented by the full flow of said Mosca Spring and Morris Gulch, tributaries of Medano Creek, of the total water right, priority No. 346 as determined and established by decree of the District Court of Costilla County, State of Colorado, in an action entitled "(In the Matter of the Adjudication of Priorities to the Right to the Use of Water, etc.)", confirming said right unto The Medano Ranch Land and Cattle Company (Original Claimants) which said decree was made on March 26, 1895 and entered in Volume ___ at page ___, Water Adjudications Records of the District Court of Costilla County, State of Colorado; (and also recorded in Volume ___, page ___, Records of the County Clerk and Recorder, Costilla County, State of Colorado).

It is intended that with the transfer of said waters and water rights consent is thereby given for the use of said water rights by the United States for any purpose.

(2) That the price at which said land and water will be sold to the United States as hereinbefore provided shall be Six Thousand (6,000.00) Dollars.

(3) That in case the vendor is unable to show and establish title to the above-described lands and water rights satisfactory to the United States Government, then, and in that event, the vendor agrees that the United States may, in its discretion, institute condemnation proceedings for the acquisition of said lands and that the price hereinabove set forth is hereby agreed to by the vendor as to the value of the land and water rights to be acquired under said condemnation proceedings.

(4) That, at the date of this instrument, the title to said lands and water rights is clear, free and unencumbered, and said vendor has the full right, power, and authority to convey to the United States an

7—1404

unencumbered fee simple title thereto. (Add exceptions, if any, plus agreement to have them released.)

_____

_____

_____

_____

(5) That, when requested by the proper representative of the United States, at any time after the exercise of this option in the manner hereinafter specified, the said vendor will promptly at his or her own expense, furnish an abstract of title which shall later be extended to include any instrument subsequently required to be recorded by the United States in connection with the title to said lands to show unencumbered fee simple title or a title certificate, and will also record the deed of conveyance and/or other necessary papers made pursuant to this instrument; provided, that if said vendor fails to furnish a proper abstract of title, or title certificate, within sixty (60) days after such request, then the United States may procure same at the expense of said vendor and deduct the cost thereof from the purchase price hereinabove set forth.

(6) That during the period covered by this instrument the said vendor does hereby grant to the officers and accredited agents and representatives of the United States, at all proper times, unrestricted right and privilege to survey or enter said lands for all proper and lawful purposes in connection with the negotiations for the acquisition thereof.

(7) That when the United States of America acting through the Secretary of the Interior, or other authorized representative, shall have approved and signed this option for the purchase of the lands as herein provided then, in that event, this instrument shall constitute a contract of bargain and sale between the parties hereto.

(8) No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any

benefit that may arise therefrom. Nothing in this paragraph, however, shall invalidate this contract if made with a corporation for its general benefit.

In witness whereof the undersigned have set their hands and seals to these presents on this twelfth day of June, 1940.

Signed, sealed and delivered in the presence of: (2 witnesses to each signature)

Paul R. Franke
Alma L. Johnson — Howard K. Linger (SEAL)

Paul R. Franke
Alma L. Johnson — Albert K. Linger (SEAL)

Paul R. Franke
Albert K. Johnson — Margaret Linger Lewis (SEAL)

Paul R. Franke
Alma L. Johnson — Hyman S. Kinger (SEAL)

Approved JUN 29 1940
Date

W. C. Mendenhall
Under Secretary of the Interior

7—1404

C O P Y

Reception No. 64510

Page No. 179
Entry No. 69
(Of Abstract)

HOWARD K. LINGER
LYMAN G. LINGER
MARGARET LINGER LEWIS
ALBERT L. LINGER

TO

FIRST NATIONAL BANK OF DENVER
Denver, Colorado

MORTGAGE DEED

Dated: August 31st, 1938
Filed: September 6, 1938
Consideration: $1.00
Recorded: Book 79 Page 140-144
Alamosa County Records

CONVEYS: The following described lands are situate in the County of Alamosa, in the State of Colorado, viz: (Other Property) and the Northwest quarter, and the North half of the Southwest quarter of Section two (2); The East half of the Northeast quarter of Section three (3), in Township twenty-seven (27), South Range Seventy-three (73) West of the 6th P.M. and the East half of the Southwest quarter, and the Southwest quarter of the Southwest quarter, and the Southeast quarter of the Northwest quarter of Section thirty-five (35); all in Township twenty-six (26), South, Range seventy-three (73) West, 6th P.M.

Also the following ditches, water rights, priorities and privileges located in Water District No. 26 in the State of Colorado and claimed under and by virtue of appropriation and by decree of the District Court of said Costilla County in the State aforesaid, and by decree of the District Court of Saguache County, State aforesaid, and used upon, in connection with, and appurtenant to said lands viz: (other water rights) and

The Los Ojos Ditch taking its supply of water from Big Spring Creek with priority No. 3 of date May 10, 1875 for 33.33 second feet.

The Hull Ditch taking its supply of water from Big Spring Creek with priority No. 4 of date May 1, 1877 for 16.66 second feet.

The South Ditch No. 1 taking its supply of water from Little Spring Creek with priority No. 8 of date May 1, 1881 for 13.33 second feet.

The South Ditch No. 2 which takes its supply of water from Little Spring Creek, together with 20 second feet of water.

Also all other ditches, ditch rights, and privileges, water rights, priorities, reservoir and reservoir sites, and rights connected therewith, springs and wells constructed upon, used with, appurtenant to, or connected with any of the lands hereinabove described which are now owned by the parties of the first part, or by the Estate of George W. Linger, deceased, whether said ditches and rights be particularly described

herein or not. The conveyance of the above land is subject only to existing rights of way for roads and ditches over said lands, and the reservations in the U.S. Patents, and in the Patents from the State of Colorado.

Have executed their certain promissory note, bearing even date herewith, payable to the order of said First National Bank of Denver, for the aggregate sum of Sixty-five Thousand Dollars ($65,000.00), said note being payable in ten equal installments of Sixty-five Hundred Dollars ($6500.00) each; the first installment being due and payable on or before December 15, 1939, and one installment of equal amount being due and payable December 15th of each year thereafter through and including December 15, 1947, the final payment of Sixty-five Hundred Dollars ($6500.00) will become due and payable on or before August 31, 1948, said note bearing interest from the date hereof until paid at the rate of five per cent (5%) per annum, interest payable semi-annually on June 15th and December 15th, both principal and interest payable at The First National Bank of Denver, Denver, Colorado.

STATE OF COLORADO)
City and County of Denver) SS. The foregoing instrument was acknowledged before me this First day of September, 1938, by ALBERT L. LINGER, the mortgagor therein. WITNESS my hand and official seal. My commission expires January 27, 1941. Andrew Haig, Jr., Notary Public.

Andrew Haig, Jr., Notary Public. (Notarial Seal)

STATE OF COLORADO)
County of Alamosa) SS. The foregoing instrument was acknowledged before me this 6th day of September 1938, by HOWARD K. LINGER, LYMAN G. LINGER, and MARGARET LINGER LEWIS, the morgagors herein. WITNESS my hand and official seal.

C. M. Van Fleet,
County Clerk.

(Official Seal)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

FACE SHEET FOR COMPLETION REPORT

Great Sand Dunes National Monument	Region: Southwest	Work Order No.: B-6 GRSA
Location in Park: Residential Area	State(s): Colorado	Fund Symbol: 14X1035
	County or Counties: Alamosa	Year Programmed: 1962
		PCP No.: P-20-2, M-16, U-18-1, 1962
		Master Plan No.: NM-GSD-3020
		Master Plan Corrected By: Thomas
[X] Contract and/or [ ] Day Labor		As Built Drawings By
Work Order Title: Sewage Disposal Systems, Residential Area Employee Residences (2) Utility Connections for Residences		Date Started: 7/24/62 Date Completed: 2/4/63

DESCRIPTION OF FIXED ASSETS (For completion by employee in charge of project)	COST	TOTAL COSTS (For completion by FFO)
100.6 BUILDINGS, Housing, Conservation Building Nos. 6 & 7 (Description shown on attached sheet)	$38,360.46	44,487.70
100.8 UTILITIES, Sewage System	$ 2,191.00	2,541.56
Water System	$ 4,046.80	4,694.29
Electric Distribution	$ -0-	
T. V. Cable System	$ 525.00	609.00
(Description of work. Use continuation sheet if necessary)		
100.30 EQUIPMENT, Sewer Septic tanks (2)	$ 302.54	350.54
Pumps (2)	$ 246.24	285.24
(Description of equipment including installation. Use continuation sheet if necessary)		
Total Project Costs	$45,772.24	
	TOTAL	$ 52,968.33

DISTRIBUTION No.	To
1	WASO D'C
2	WODC
3	SWRO
4	GRSA
5	SWRFFO

THE FIXED ASSET DESCRIBED ABOVE HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED DRAWINGS, SPECIFICATIONS, AND AUTHORIZED CHANGES

Submitted By: _____ Title: _____ Date: _____

Approved By: Howard F. Schaffer Title: Superintendent Date: FEB 24 1965

COSTS VERIFIED BY James W. Mardis Title: Supervisory Accountant Date: 2/25/65

DESCRIPTION SH R FACILITIES CONSTRUCTED UN[illegible]

100.6 BUILDINGS

Housing, Housekeeping Building Nos. 6 & 7
Constructed as quarters, reinforced concrete foundation, insulated walls and ceiling, frame construction with stucco exterior, painted drywall interior and built up composition roofing. Building single story with three bedrooms, one and one-half baths, combination living room and dining room, utility room, kitchen and attached garage. Equipped with LP gas hot air furnace and LP gas hot water tank. Residence portion 1,440 square feet and garage portion 300 square feet.

Water, sewer and electricity are the utilities available.

100.8 UTILITIES

Sewer System, consists of two 1,000 gallon septic tanks, 100 lineal feet of rock filled leaching field and 100 lineal feet 6-inch vitrified clay sewer pipe.

Water System, consists of extentions from existing distribution system. Extentions consisting of 50 lineal feet 1-inch galvanized steel water pipe, 3 fire hydrants, 320 lineal feet 6-inch Class 150 Asb.-Cem. water pipe, 120 lineal feet 4-inch Class 150 Asb.-Cem. water pipe and one 6-inch Class 150 gate valve with valve box and operation key. Also included are two fire hose houses with hose, nozzles and fittings. Hose houses constructed of 3/4-inch treated plywood with redwood base and sheet metal top.

LP Gas System, consists of 250 lineal feet 3/4-inch [illegible] iron coated and wrapped LP gas pipe including fittings and connections.

Form 10-474
(Rev. 8-56)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Great Sand Dunes Folder Part 6

COMPLETION REPORT OF CONSTRUCTION PROJECT

REGION	AREA	COUNTY	STATE
Three	Great Sand Dunes National Monument	Alamosa	Colorado

PROJECT OR JOB TITLE: Water System Extension
PCP NO.: U-9-1

LOCATION IN AREA: Headquarters & Residential Area
MASTER PLAN NO.: NM-GSD 2100c; 3008
BUILDING NO: Not Applicable

WORKING DRAWING NO. AND TITLE: NM-GSD-3004-D, -Water System Extension
MASTER PLAN CORRECTED BY: None Completed
AS-BUILT DRAWING BY:
APPROPRIATION TITLE AND SYMBOL
WORK ORDER NO.: B-1 GRSA

CONTRACT NO: 14-10-333-454
DATE WORK STARTED: Nov 1, 1958
DATE WORK COMPLETED: Jan., 9, 1959

NAME OF CONTRACTOR: Robert C. Warner, Inc.
ADDRESS: 2826 Eaton St., Denver, Colorado

COST ANALYSIS

CONSTRUCTION ITEMS	QTY.	UNIT COST IN PLACE	TOTAL COST IN PLACE
Contract Bid Items As Described In Attached Sheet			22,135.08
Change Order Items As Described In Attached Sheet			2430.62
Construct and Equip Fire Hose House	1	420.00	420.00

FIELD FINANCE OFFICE CLEARANCE:

Henry Alarid, Jr., Supvr. Accountant
February 19, 1960

Construction Costs		$ 24,985.70
Plus PS & S Costs	17.51%	4,375.00
Total Project Costs		29,360.70

Fiscal Clearance _____

TOTAL 24,985.70

SUMMARY OF EXPENDITURES

PERSONAL SERVICES	EQUIPMENT	MATERIALS AND SUPPLIES

OTHER: $ 24,985.70

CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT	FIRST	SECOND	THIRD
22,419.75	400.00	1980.00	255.00
FINAL CONTRACT AMOUNT	**FOURTH**	**FIFTH**	**SIXTH**
24,565.70	Underruns 489.05		

THIS PROJECT OR JOB HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED DRAWINGS, SPECIFICATIONS, AUTHORIZED CHANGES

SUBMITTED BY (Name and title): Manuel Morris, Supervising Civil Engineer — DATE: February 4, 1960

APPROVED BY (Name and title): Harold F. Schaafsma, Supt. — DATE: Feb. 16, 1960

(ATTACH NARRATIVE STATEMENT, PHOTOGRAPHS, AND "AS BUILT" DRAWINGS TO THIS FORM)

GPO 914178

NARRATIVE STATEMENT

GREAT SAND DUNES NATIONAL MONUMENT: Contract No. 14-10-333-454
Issued to Robert C. Warner, Inc.
Bid Opening Date: October 23, 1958
Contract Awarded: October 24, 1958
Contract Amount: $22,419.75

The work under this contract consisted of extending the water system from a point reached under a previous contract to a new storage reservoir and to the headquarters area.

The contract was awarded on October 24, 1958 to Robert C. Warner, Inc., of Denver, Colorado. Work began on November 1, 1958. Two subcontractors were used, who were: The American Steel and Iron Works, Inc., Denver, tank fabricators; and the Mackey Construction Company, Mont Vista, Colorado, which furnished bulldozers and operators on equipment rental. American Steel and Iron usedas their subcontractor the Tri-State Welding Company of Denver who installed the tank.

Robert C. Warner, Inc. was also the Contractor of the Water System work accomplished under the next preceding contract at the Monument.

The contract drawings were generally followed in the layout. Deviation to accommodate field conditions are shown in the "As Built" plans. All bid items of the specifications were constructed, except as follows: Bid Items 2A and 3A were accepted (cement-asbestos pipe) in lieu of Items 2 and 3 (cast-iron pipe) and Item 15, which was for a 3/4-inch drain line deleted because a means of drainage already existed. Not accepted at the award was Alternate Bid "A" for a hose house, fire hose and fire nozzle. This was due to a clerical oversight, and these items were installed and furnished under a purchase order. These latter items totaled $420.00. Also not done was the installation of house service lines for the planned new residences, though valves are connected to the main line to facilitate these installations.

The contract was awarded for $22,419.75, but three change orders raised this figure to $25,054.75. The actual cost was $24,565.70, which is 9.6% above the original award, but also 2% under the final contract price. The increase in the original contract was caused by the need for valves and valve boxes not included in the plans and the extension of the water lines into the utility and apartment. This was anticipated for accomplishment at a later date, but it was deemed to be in the best interests of the Government to accomplish the work now.

Work continued without interruption until November 17, when snow falling for two days prevented pipe laying. Work resumed on November 18 and was again ended by the Contractor on November 22. Snow fell on several days following, and Warner's men returned on December 1, completing all portions of the contract by December 12 except for tank erection and final testing of the system. The tank arrived at the site on December 10, and by continuous labor it was completed, including painting and clean-up, on December 16. The weather during tank erection was very cold, and it was snowing on one of the work days.

On January 6 Warner's foreman returned to the Monument and began final testing, sterilization and flushing. The test consisted of pressurizing the entire system with the well pump with 155 pounds per square inch and maintaining this pressure with the pump shut off and without addition of water. No drop in the pressure resulted during the 4-hour test period on January 9, when the work was finally accepted. Prior to this, considerable effort was made in locating a leak causing a high-pressure drop. The leak was repaired before final testing and acceptance.

The extension under this contract completes the water system, providing both domestic water and fire protection. It serves the present headquarters area with its residence and trailer and is extended by branch lines to the new residential area, the planned utility area and the apartment area.

The original contract time expired on March 3, 1959. No extension of calendar days was granted under any change order. No stop orders were issued. All work under this contract was completed on January 9, 1959. Since the work was completed within the contract time, no liquidated damages were assessed.

FORM WODC 20
Revised 6/59

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Great Sand Dunes National Monument
PARK

ESTIMATE UNIT PRICE CONTRACT

FINAL ESTIMATE _____
(1st, 2nd, etc.) (MONTH - YEAR)

CONTRACT NO. 14-10-333-454 ORIG. CONTRACT $_____

CONTRACTOR Robert C. Warner, Inc. CHANGE ORDERS* $_____

CONSTRUCTION OF Water System Extension TOTAL CONTRACT $_____

LOCATION Headquarters & Residential Area, Great Sand Dunes National Monument

ITEM NO.	CONTRACT QUANTITY	DESCRIPTION	QUANTITY TO DATE	UNIT PRICE	AMOUNT TO DATE
1	1	ea. Reservoir, installed	100%	7,945.00	7,945.00
2A	3344	Lin. Ft. 6" Cement-Asbestos Pipe, installed	3235.7	3.00	9,707.10
3A	714	Lin.Ft.4" Cement-Asbestos Pipe installed	845.1	2.25	1,901.48
4	1	ea.6" AWWA Gate Valve,installed	2	90.00	180.00
5	1	ea.4" AWWA Gate Valve,installed	1	75.00	75.00
6	3	ea.4' Fire Hydrants,installed	3	300.00	900.00
7	1	ea.Concrete Valve Box,installed	1	450.00	450.00
8	1	ea.Yard Hydrant, installed	1	50.00	50.00
9	300	Lin.Ft.2" Galv.Iron Pipe, installed	307.5	1.60	492.00
10	1	ea.Hose Hydrant, installed	1	30.00	30.00
11	280	Lin.Ft.1½" Galv.Iron Pipe, installed	63	1.50	94.50

SUMMARY

RECOMMENDED: _____
PROJECT SUPERVISOR

APPROVED: _____
CONTRACTING OFFICER - DATE

***Show breakdown on separate sheet.**

TOTAL TO DATE	$_____
LESS 10% RETAINED	$_____
NET	$_____
LESS PREVIOUS PAYMENTS	$_____
DUE THIS ESTIMATE	$_____
% Completed to Date	_____

GPO 978704

FORM WODC 20
Revised 6/59

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Great Sand Dunes National Monument
PARK

ESTIMATE UNIT PRICE CONTRACT

FINAL ESTIMATE _____
(1st, 2nd, etc.) (MONTH - YEAR)

CONTRACT NO. 14-10-333-454 ORIG. CONTRACT $_____

CONTRACTOR Robert C. Warner, Inc. CHANGE ORDERS* $_____

CONSTRUCTION OF Water System Extension TOTAL CONTRACT $_____

LOCATION Headquarters & Residential Area, Great Sand Dunes National Monument

ITEM NO.	CONTRACT QUANTITY	DESCRIPTION	QUANTITY TO DATE	UNIT PRICE	AMOUNT TO DATE
12	5	ea. 1½" Gate Valves, installed	5	35.00	175.00
13	2	ea.6x6x1½ inch Tapped Tees, installed	2	25.00	50.00
14	3	ea.4x4x1½ inch Tapped Tees, installed	3	20.00	60.00
15	25	Lin.Ft.3/4" Galv.Iron Pipe installed	0	DELETED	
16	1	ea.6x6x2 Inch Tapped Tee, installed	1	25.00	25.00

SUMMARY TOTAL $22,135.08

RECOMMENDED: _____
PROJECT SUPERVISOR

APPROVED: _____
CONTRACTING OFFICER - DATE

*Show breakdown on separate sheet.

TOTAL TO DATE $_____
LESS 10% RETAINED $_____
NET $_____
LESS PREVIOUS PAYMENTS $_____
DUE THIS ESTIMATE $_____
% Completed to Date _____

GPO 978704

FORM WSDC 20
Revised 6/59

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Great Sand Dunes National Monument
PARK

ESTIMATE UNIT PRICE CONTRACT

FINAL ESTIMATE _____
(1st, 2nd, etc.) (MONTH - YEAR)

CONTRACT NO. 14-10-333-454 ORIG. CONTRACT $_____

CONTRACTOR Robert C. Warner, Inc. CHANGE ORDERS* $_____

CONSTRUCTION OF Water System Extension TOTAL CONTRACT $_____

LOCATION Headquarters & Residential Area, Great Sand Dunes National Monument

ITEM NO.	CONTRACT QUANTITY	DESCRIPTION	QUANTITY TO DATE	UNIT PRICE	AMOUNT TO DATE
		CHANGE ORDER NO. 1			
	1	Concrete Valve Box, Installed Lump Sum	1	400.00	400.00
		CHANGE ORDER No. 2			
2A	Add 360	Lin.Ft.6" Cement-Asbestos Pipe, installed	406.4	3.00	1,219.20
3A	Add 400	Lin.Ft.4" Cement-Asbestos Pipe installed	247.3	2.25	556.42
		CHANGE ORDER NO. 3			
	1	Install 4" AWWA Gate Valve, installed	1	165.00	165.00
	1	Install 2" Bronze Gate Valve installed	1	60.00	60.00
	1	Exchange 6x6x4x4 Cross Tee for 6" Cross Tee	1	30.00	30.00
				TOTAL	$2,430.62

SUMMARY

COMMENDED: _____
PROJECT SUPERVISOR

PROVED: _____
CONTRACTING OFFICER - DATE

low breakdown on separate sheet.

TOTAL TO DATE $_____
LESS 10% RETAINED $_____
NET $_____
LESS PREVIOUS PAYMENTS $_____
DUE THIS ESTIMATE $_____
% Completed to Date _____

GPO 978704

Item #5

Form 10-174 (Rev. 1/56)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

REPORT 7 SPL

COMPLETION REPORT OF CONSTRUCTION PROJECT

REGION	AREA	COUNTY	STATE
Three	Great Sand Dunes	Mosca	Colorado

PROJECT OR JOB TITLE: Water and Sewer Systems, Great Sand Dunes Nat'l Monument — PCP NO.: U-5

LOCATION IN AREA	MASTER PLAN NO.	BUILDING NO.
Campground Area		

WORKING DRAWING NO. AND TITLE: NM-GSD 5309A, Water and Sewer Systems

APPROPRIATION TITLE AND SYMBOL	ACCOUNT NO.
14X1035 Construction, NPS	332.4

CONTRACT NO.	DATE WORK STARTED	DATE WORK COMPLETED
14-10-333-254	11/15/1957	1/14/1958

NAME OF CONTRACTOR	ADDRESS
Robert C. Warner	Denver, Colorado

COST ANALYSIS

CONSTRUCTION ITEMS	QTY.	UNIT COST IN PLACE	TOTAL COST IN PLACE
Water System			
1. 4-inch cement asbestos pipe in place	3895'	2.70	10,516.50
2. Pump house complete with pump valves, etc.	1 job	-	3,375.00
3. Drain Line 2-inch with valve & box	1 job	-	95.00
4. Air valve and manhole	1 ea.	400.00	400.00
5. 4"X4"X2" Tee, installed	1 ea.	35.00	35.00
6. 4"X4"X1½"X1½" Cross & Check valves, instal.	1 ea.	125.00	125.00
7. 2" Galv. pipe to comfort station & drain	510'	4.28	2,182.80
8. 2" Gate Valve and Box	2 ea.	95.00	190.00
9. Stone valve box in place w/pressure reducing valve	1 ea.	359.00	359.00
10. 1½" gate valves installed	2 ea.	34.00	68.00
11. Change 2½" risor pipe to 2" pipe Credit Govt.			-90.75
Total Water			$17,255.55
Sewer System			
1. Septic Tank and Seepage Pit	1 job	2,250.00	2,250.00
2. 6-inch VCT pipe extra	30'	2.75	82.50
Total Sewer			2,332.50
Facilitating Services			196.00
		TOTAL	19,784.05

SUMMARY OF EXPENDITURES

PERSONAL SERVICES	EQUIPMENT	MATERIALS AND SUPPLIES
OTHER: $19,784.05		

Field Finance Office Clearance:
Robert L. Giles
Robert L. Giles, Regional Accountant
3/27/58

CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT	FIRST	SECOND	THIRD
$16,799.20	✓ 2,433.90	✓ 336.25	
FINAL CONTRACT AMOUNT	**FOURTH**	**FIFTH**	**SIXTH**
19,588.05*			

*Final contract amount exceeds original contract amount plus change orders by the amount of $16.20 due to additional quantities in accordance with contract provision.

THIS PROJECT OR JOB HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED DRAWINGS, SPECIFICATIONS, AUTHORIZED CHANGES

SUBMITTED BY (Name and title)	DATE
APPROVED BY (Name and title)	DATE
Harold T. Schaafsma, Supt.	3-20-58

(ATTACH NARRATIVE STATEMENT, PHOTOGRAPHS, AND "AS BUILT" DRAWINGS TO THIS FORM)

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-374085

1

Water and Sewer Systems, Great Sand Dunes

Water System

During the summer of 1956 there developed a very serious water shortage and a new source of supply other than the springs was needed. A very satisfactory well was drilled in the vicinity of the campground but in order to use this water a new water system was required.

Bids were circulated for the construction of a portion of the water system and for a septic tank and seepage well for the new comfort station at the campground.

Bids were opened October 22, 1957 with six companies submitting bids.

The Robert C. Warner Construction Company of Denver, Colorado was the successful bidder with a bid of $16,799.20. Only $7,600.00 was available for the project but this was augmented by transferring $1211.00 from the allotment for the water storage tank, $6,267.00 left from drilling the well and $1,889.00 left from the fencing project, making a total of $16,967.00. Two extra change orders for additional work required an additional $2,458.00 that was transferred from the storage tank account. The total cost of actual work performed was $19,588.05.

The contractor moved onto the job November 15, 1957 and the work was completed and accepted on January 14, 1958, well within the allotted time allowed.

The work on the water system consisted of laying 3,895 linear feet of 4-inch cement asbestos 150-lb. pipe, 510 linear feet of 2-inch galvanized steel pipe, constructing a small cement block pump house and installing a Reda submersible pump, and also making a connection to existing water line from Morris Gulch to headquarters area. This gives a workable unit for the existing buildings but will not be adequate for proposed new development. All pipe installation is below frost level so that the system can be used year round.

Between stations 2+00 and 5+00 some trouble was encountered with very fine blow sand. Some trouble was also caused by high water table on the line from the pump house to the new comfort station.

The pump, a Reda submergible, was set at the 275-foot level. On the test the volume pumped was measured at 26 to 28 gallons per minute at highest point on the line. The line is crossed connected to the existing line from Morris Gulch so that either source of water can be used at the present time. A pressure reducing valve was installed on the 2" line to the comfort station.

Future work consists of extending the present line from station 38+95 to station 49+67 and building a storage reservoir of at least 50,000 gallons. This work is proposed in 1959 fiscal year.

Most of the additional work was the extension of a 2-inch water line from near the pump house to the new comfort station in the campground.

No water right application has been made on the well, therefore no permit or license number has been obtained.

Sewer System:

This work consisted of constructing a 2000-gallon concrete septic tank and seepage well with 65 feet of 6-inch VCT pipe connections. This serves the one and only comfort station in the campground.

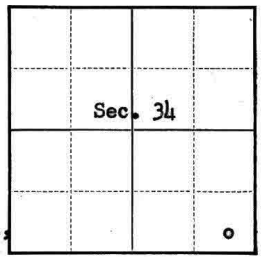
During 1956 no water was encountered in the area while drilling the well until about the 225-foot level but during construction of the septic tank and seepage well the water table was found at about 5 feet below the surface. If the water table stays this high, it may be necessary to install shallow seepage trenches later.

The contractor used very good equipment with good operators and did first-class work. The contractor was very cooperative.

9—255
(Jan. 1927)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WATER RESOURCES BRANCH

RECORD OF WELL



Locate well on plat of section.

1. **Location:** State Colorado County Alamosa
   Nearest P. O. Mosca Direction from P. O. East
   Distance from P. O. 23 miles; SE¼SE¼ sec. 34, T. 26 S., R. 73 W.;
   If in city, give street and number

2. **Owner:** U.S. Dept. of Interior Nat'l Park Address P.O. Box 1728, Santa Fe, New Mexico
   Driller: Red Top Drilling Company Address Las Vegas, New Mexico
3. **Situation:** Is well on upland, in valley, or on hillside? Valley
4. **Elevation of top of well:** ..... ft. (Above or below) the level of ..... (Sea, depot, lake, or stream)
5. **Type of well:** drilled (Dug, driven, bored, or drilled); kind of drilling rig used Cable Tool (Solid tool, jetting, rotary, etc.)
6. **Depth of well:** 290 ft.; year in which well was finished 1957
   Does well enter rock? No.; if so, at what depth? ..... ft.; kind of rock .....
7. **Diameter:** At top 12-3/4" inches; at bottom 8-5/8" * inches. * 8-5/8" casing set inside 12-3/4" Casing- Actually 8-5/8" Well.
8. **Principal water bed:** Sand and Gravel (Gravel, sand, clay, or rock. If rock, state kind)
   Depth to principal water bed 250 ft.; thickness of bed 30 ft.
   If other water supplies were found, give depth to each .....
9. **Casings:** Kind Steel; size 12-3/4" length 146 ft.; between depths of 0 and 146 ft.
   Kind Steel; size 8-5/8" length 290 ft.; between depths of 0 and 290 ft.
   Kind .....; size .....; length ..... ft.; between depths of ..... and ..... ft.
   Packers (if any): Depth at which packers were used None; kind .....
   Screen or Strainer: Was well finished with screen? No; kind of screen .....;
   length of screen ..... ft.; diameter ..... inches; size of openings .....
10. **Head:** Does well at present overflow without pumping? No; did it overflow when new? No;
    if flowing, give pressure ..... lb. per sq. inch; or height water will rise in a pipe ..... ft. above surface;
    original pressure or head .....; if not flowing, give water level in well ..... ft. below surface.
11. **Pump:** Is the well pumped? (Test); kind of pump Johnston;
    size or capacity of pump .....; kind of power .....
12. **Yield:** Natural flow at present (if any) ..... gallons per minute; original flow ..... gallons per minute;
    well has been pumped at ..... gallons per minute continuously for ..... hours;
    quantity of water ordinarily obtained from well ..... gallons per day.
13. **Use:** For what purpose is the water used? .....
14. **Quality of the water:** ..... (Hard or soft, fresh or salty, etc.); is there an analysis? .....
15. **Cost of well,** not including pump: ..... Temperature of water ..... ° F.

Name of person filling blank .....

Date ..... Address .....

6—0642

On the back of this sheet give the record of the beds through which the well passes and any other facts not given above.

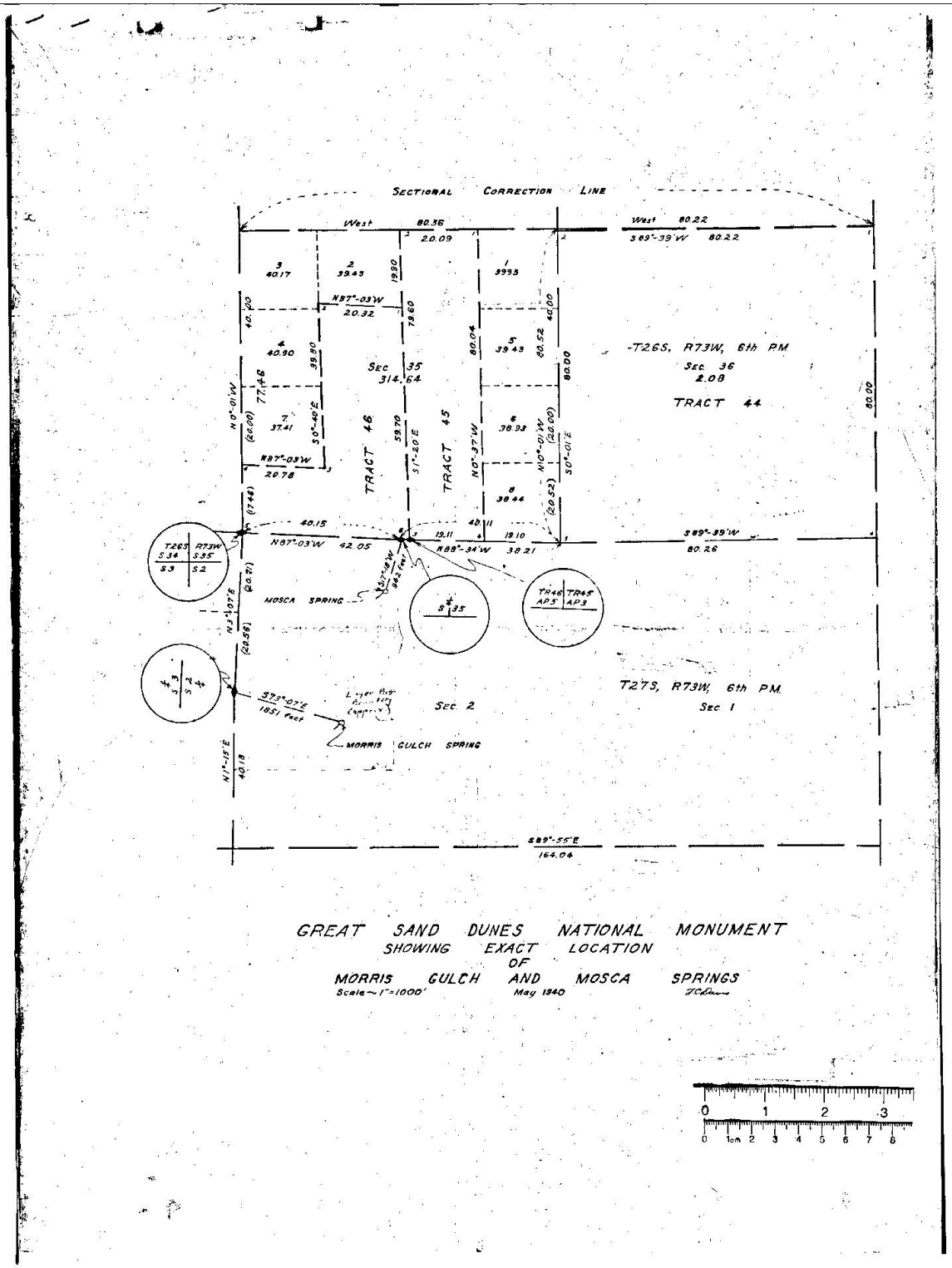
LOG OF WELL

KIND OF ROCK OR OTHER MATERIAL (Give color and tell whether hard or soft)	DEPTH, IN FEET		THICKNESS, IN FEET	REMARKS (Especially information as to water found)
	From—	To—		

U. S. GOVERNMENT PRINTING OFFICE 6—9642

Other Supporting Information

05-00-1940: grsa map showing the exact location of morris gulch and mosca springs



GREAT SAND DUNES NATIONAL MONUMENT
SHOWING EXACT LOCATION
OF
MORRIS GULCH AND MOSCA SPRINGS
Scale ~ 1"=1000' May 1940

U.S. Department of Justice

Environment and Natural
Resources Division

WMC:JJDuBois
90-1-2-1313

Denver Field Office
999 - 18th Street
Suite 945
Denver, Colorado 80202

Commercial Number
(303) 294-1900
FTS/330-1900

Telefax Number
(303) 294-1931
FTS/330-1931

December 18, 1991



Ralph O. Canaday, Esq.
Regional Solicitor's Office
Department of the Interior
P. O. Box 25007
Denver Federal Center
Denver, CO 80225

Owen Williams
National Park Service
Federal Building, Room 335
301 S. Howes
Fort Collins, CO 80521

William Wellman
National Park Service
Great Sand Dunes National Monument
Mosca, CO 81146

Re: Water Division No. 3
Opincar Ditch Water Right

Gentlemen:

Enclosed is a draft of the letter I will be sending to the Water Court in Alamosa regarding the Opincar Ditch water right. Obviously, I concur in your analyses of this situation. My only concern is to make sure that we do not get in the ticklish position of saying that the United States has abandoned the water right. Please review the letter and let me know of any concerns.

Very truly yours,

James J. DuBois
Attorney
General Litigation Section

Encl.

U.S. Department of Justice

Environment and Natural
Resources Division

WMC:JJDuBois
90-1-2-1313

Denver Field Office
999 - 18th Street
Suite 945
Denver, Colorado 80202

Commercial Number
(303) 294-1900
FTS/330-1900

Telefax Number
(303) 294-1931
FTS/330-1931

December 18, 1991

Ms. Carol S. Redding
Clerk of the Water Court
Water Division No. 3
Alamosa County Courthouse
Alamosa, CO 81101

Re: Civil Action No. 925, Costilla County, Colorado:
Notice concerning diligence

Dear Carol:

This is to inform the Court that the United States does not intend to respond to the notice of November 19, 1991 regarding the need for the filing of an Application for Finding of Reasonable Diligence on the Opincar Ditch water right.

As the present owner of the property on which the decreed diversion point and the place of use are located, I think that the United States is the presumptive owner of any water rights which were appurtenant to Mr. Opincar's mining claim. However, the United States concludes that, to the extent a water right ever existed, the appropriator abandoned it long ago. Research by the National Park Service, indicates that the gold mining venture for which the water right was originally granted never panned out. So far as the Park Service is aware, there have been no efforts to complete the appropriation of the Opincar Ditch water right with reasonable diligence. No diversion structure was ever constructed, and no diversions were ever made.

The Park Service has no interest in developing the Opincar Ditch water right and because of the Monument's decreed instream flows, will vigorously oppose any effort to revive this long dead right. The United States, therefore, requests the Court to officially acknowledge that this water right has been abandoned for some 60 years.

I appreciate the Court's attention to this matter.

Very truly yours,

James J. DuBois
Attorney
General Litigation Section

United States Department of the Interior

OFFICE OF THE SOLICITOR
ROCKY MOUNTAIN REGION
730 SIMMS STREET - SUITE 450
GOLDEN, COLORADO 80401

TELE: 303/236-8444
FTS: 776-8444
FAX: 303/236-8644
FTS: 776-8644

MAILING ADDRESS:
P.O. BOX 25007
DENVER FEDERAL CENTER
DENVER, COLORADO 80225

TAKE PRIDE IN AMERICA

DEC 1991 RECEIVED WRD FT COLLINS

December 10, 1991

NPS.RM.9950

Memorandum

To: Chief, Water Rights Branch, Water Resources Division
National Park Service, 301 South Howes Street,
Room 353, Fort Collins, CO 80521

From: Regional Solicitor, Rocky Mountain Region

Subject: Opincar Ditch Water Right (Superintendent Great Sand Dunes N.M. Memo of 11-21-91)

Based upon the facts set forth in your memo of December 2, 1991, to the Superintendent, Great Sand dunes, we agree with your proposed recommendation to the Department of Justice (DOJ) to inform the Court, that National Park Service (NPS) records show no water right was ever perfected under the subject conditional right and that NPS never acquired an interest in this right and has no intention of developing such a water right in the future.

Of course if the DOJ sees any problem with this position we would defer to their judgment.

Ralph O. Canaday
For the Regional Solicitor
Rocky Mountain Region

cc: James J. DuBois, Department of Justice, 999 - 8th Street, Suite 945, Denver, CO 80202

Dan M,

United States Department of the Interior
NATIONAL PARK SERVICE
WATER RESOURCES DIVISION
301 SOUTH HOWES ST., ROOM 353
FT. COLLINS, COLORADO 80521

IN REPLY REFER TO:

December 2, 1991

L54(479)

Memorandum

To: Superintendent, Great Sand Dunes National Monument

From: Chief, Water Rights Branch
Water Resources Division

Subject: Opincar Ditch Water Right (ref: Your Memo of November 21, 1991)

This responds to the above-captioned memo and to our telephone conversation of November 25, 1991. My understanding of the situation is as follows;

1. A gold miner, George Opincar, appeared in court on April 30, 1929, to defend his claim to a water right for 1 cfs on Medano Creek for power purposes. Opincar was granted a conditional water right with priority number one (No. 1) "...for power purposes used in extracting gold from the sands of Medeno Creed [sic] and the Sand Dunes, as of August 9th, 1927..."

2. The gold mining operation either failed or was never consummated after the conditional right was granted.

3. So far as the park is aware, no structure was constructed and no diversion made.

4. No mining claim at the subject location went to patent and no property interests in a mining operation or a water right were acquired by the United States, or available for acquisition, when the Monument was created.

5. The park has no interest in developing the Opincar water right and has decreed instream flow rights in the subject creek.

6. The District Court, Water Division 3, State of Colorado, apparently viewing the NPS as successor in interest to the Opincar conditional right, gave notice on November 19, 1991, to the Superintendent of the Great Sand Dunes NM that previous notices requiring showings of reasonable diligence had not been sent to the applicant.

7. In this notice the District Court required a showing of reasonable diligence or the filing of an application to make a conditional right absolute during January 1992.

8. The Court's notice stated that failure to make such a showing or filing would result in the conditional right being considered abandoned.

While we defer to the competent attorneys of the Office of the Solicitor (SOL) and the Department of Justice (DOJ) to make determinations of a legal nature, and will do so below, it appears to us that, as a technical matter, the NPS has no property interests at issue. This being the case, it also appears that no property interests of the United States would be lost if this conditional right were declared by the Court to be abandoned and forfeit. Further, it appears that no management purposes would be injured by extinguishment of the conditional right, neither would any management purposes be advanced by actions to protect the right.

We recommend, therefore, that you request DOJ to inform the Court that, according to NPS records, no water right was ever perfected under the subject conditional right. If a right was perfected, it was long ago abandoned. Further, the NPS's best information indicates the perfecting the conditional water right has not been pursued with due diligence and could not be in the future due to NPS land ownership. Finally, the NPS never acquired an interest in the Opincar conditional water right and has no intention of developing such a water right in the future.

Because our recommendation could have legal implications, we suggest that this matter be reviewed by SOL and DOJ at this juncture. With your indulgence, I will take the liberty of soliciting their review of this memo by providing them with copies. This should facilitate your communications with these offices prior to making a formal request of DOJ.

I hope this is of some help, if not, please feel free to call me at (303) 493-1441.

cc: SOL - Canaday w/attachment
DOJ - DuBois w/attachment
RMR - Chaney
479 - Ponce, Jackson, Kimball, McGlothlin

07-17-1987: letter to u.s. department of justice from stanley l. ponce regarding application for water rights: colorado water division

July 17, 1987

L54 (479)
RMR/GRSA Water Rights
X GRSA 81CW161-81CW164

John R. Hill, Jr., Attorney
U.S. Department of Justice
Land and Natural Resources Division
1961 Stout Street, Drawer 3607
Denver, Colorado 80294-3607

Re: Application for Water Rights of the United States of America in the Rio Grande River, Great Sand Dunes National Monument, Colorado Water Division No. 3, Case No. 81CW162, Application for Surface Water Right

Dear John:

The National Park Service requests that the above-referenced case be withdrawn from the Colorado Water Division No. 3 water court.

As a result of a request from Diane Fairbanks, July 16, 1987, for copies of interrogatories in the Great Sand Dunes NM cases (81CW161-81CW163), the Water Rights Branch discovered that the water right claim is no longer valid. Through discussions with the Monument's superintendent, we verified that the Mosca Pipe Line has been abandoned, no structures exist, no water is being diverted, and the area has returned to its natural state.

Also, we've enclosed copies of the answers to interrogatories for Case Nos. 81CW161 and 81CW163 for Diane to include in the case files.

Thank you for your assistance in this matter.

Sincerely,

Stanley L. Ponce

Stanley L. Ponce

Enclosures

FNP:PLarson:pml:7/17/87:221-5341:30717lar.ltr

07-03-1980: letter to department of justice from nps regarding applications and related materials for water rights claims

United States Department of the Interior
NATIONAL PARK SERVICE
ROCKY MOUNTAIN REGIONAL OFFICE
655 Parfet Street
P.O. Box 25287
Denver, Colorado 80225

IN REPLY REFER TO:
L54 (RMR)MW

JUL 3 1980

John Hill, Jr., Esq.
Trial Attorney
Department of Justice
Land and Natural Resources Division
Denver Federal Building
1961 Stout Street
Drawer 3607
Denver, Colorado 80296

Dear Mr. Hill:

Enclosed are the Water Division 3 applications and related materials for National Park Service water rights claims at Great Sand Dunes National Monument.

We are including claims for three ditches within the monument that were acquired when certain lands were purchased. Since none of the three ditches have been used for many years, it appears they would be considered abandoned under Colorado law. However, inasmuch as it is our understanding that such rights cannot be abandoned we are submitting the claims including copies of the original filings. The only use contemplated for the ditches is for historical interpretation of the area.

The reserved rights for the monument consist of a number of intermittent streams and springs. One spring, Denton Spring, located in the extreme southeast corner of the monument, maintains a somewhat more consistent flow, and a claim for the spring is included herewith. As you know determination of the flow of an intermittent spring is virtually impossible so the estimate of .02 c.f.s. might be difficult to establish and defend. The use of the spring is for wildlife water and to maintain the natural integrity of the area.

If you need further information please call either Bill Mekeel or Ron Hermance at 234-5997.

Sincerely yours,

Kenneth R. Ashley
Associate Regional Director
Park Operations
Rocky Mountain Region

Enclosures

Year of the Visitor

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Southwest Region
Santa Fe, New Mexico

L&R
GRSA

APR 9 1964

Memorandum

To: Superintendent, Great Sand Dunes

From: Acting Assistant Regional Director, Operations

Subject: Water Quality Analyses, Headquarters and Campground Wells, Mosca and Morris Gulch Springs, Great Sand Dunes National Monument

We are in the process of obtaining new chemical analyses of waters utilized by the public in your area.

The U.S. Geological Survey, Quality of Water Branch, Albuquerque, has consented to prepare these analyses. They will send you four (4) sample bottles. When these are received you should take samples of the waters from the Campground and Headquarters wells and from Mosca and Morris Gulch Springs and return them to the U.S.G.S. Albuquerque office as soon as possible. Each bottle should be marked to show the source of the water.

When we have received these results we will make proper distribution.

(SIGNED)

Jerome C. Miller

cc: Director (2)
WODC (2)
Thomas M. Moran

EXTRA FILE COPY

KV

04-29-1963: memorandum to chief, branch of facilities maintanance, repair and operations from superintendent regarding rehablilt

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GREAT SAND DUNES NATIONAL MONUMENT
Alamosa, Colorado
April 29, 1963

IN REPLY REFER TO:

D5039

MAY 1 - 1963

Regional Director
Cons., Interp & Use
Administration
Resource Planning
Program Coord.
Operations
Concessions
Natural History
Hist. & Archaeology
Ranger Services
Files
Surname

OPNS & MAINT
Chief
Land Arch.
Engineer
Architect
Maint.

Memorandum

To: Chief, Branch of Facilities Maintenance, Repair and Operation

From: Superintendent, Great Sand Dunes

Subject: Rehabilitation of Mosca Spring

We appreciate your interest and continued efforts to obtain assistance for us in the rehabilitation of Mosca Spring. We fully concur that something must be done to the spring if we are to continue its use, as well as have it meet the approval of the Public Health Service.

It is our opinion that the sum you propose should be ample to explore what must be done toward the rsteration of the spring; in fact, it should get the whole job accomplished. Accordingly, we concur with your estimate that approximately $1,500 be made available so that we can proceed with digging out the present spring box and from there, determining what action will be needed to properly impound the water in such manner as will be satisfactory to the service and the Public Health Service.

If the funds can be made available by your office I believe that we can carry it to completion from this end.

Harold F. Schaafsma

Harold F. Schaafsma
Superintendent

Orig D5039 Grsa L54 Grsa

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March 21, 1963

154-HLW

Memorandum

To: Regional Director, Southwest Region

From: Chief, Branch of Water Resources

Subject: Closed Basin Development Project, San Luis Valley, near Great Sand Dunes

Mr. Miller's memorandum of March 11 and the enclosed newspaper articles concerning the proposed Closed Basin Project have been read with interest.

U. S. Geological Survey Water-Supply Paper 1379, "Ground Water Resources of the San Luis Valley, Colorado," by W. J. Powell has been checked with the hope that possible effects of the proposed project could be evaluated. Comparing information from the news articles with Water-Supply Paper 1379, indicates that details of the project have been changed since Water-Supply Paper 1379 was prepared. The location of the proposed drain may have been changed and "deep" wells will be used to supplement the drain.

I suggest that the problem be brought to the attention of the Denver Ground Water Branch office of the U. S. Geological Survey and that they be asked informally if the proposed plan would have any effects on Great Sand Dunes National Monument. The Denver office prepared Water-Supply Paper 1379 and probably has been keeping up with proposed developments in the basin. If the Survey thinks significant effects may occur, further steps can be considered.

Fortunately, the project is still years from completion and the early recognition of possible problems should permit any necessary corrective measures to be taken in time to protect the Monument.

SIGNED

E. W. Reed

cc:
Superintendent, Great Sand Dunes
Chief, WODC (2)

03-11-1963: memorandum to director from acting regional director regarding closed basin development project

Southwest Region
Santa Fe, New Mexico

L54-RLW
CR-L7423

MAR 11 1963

Memorandum

To: Director

From: Acting Regional Director

Subject: Closed Basin Development Project, San Luis Valley, Colorado, near Great Sand Dunes National Monument

We have attached copies of newspaper clippings which were submitted by the Acting Superintendent of Great Sand Dunes on February 16. These newspaper clippings discuss in great detail the proposed water salvage program to be undertaken in the San Luis Valley by the Bureau of Reclamation.

This proposed plan would reduce the static ground water level in the closed basin by some eight to ten feet and might bear watching because it might affect the flow of our springs and Mosca Creek Well at Great Sand Dunes. We have placed this in our water rights file and by copies of this memorandum are sending it to WODC for their information and files.

(SIGNED)

George W. Miller

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In duplicate

Enclosures

cc: Chief, WODC (2) w/enclosures (1 set)
Supt., Great Sand Dunes w/o enclosures

Great Sand Dunes National Monument
Alamosa, Colorado

February 16, 1963

MONTE VISTA, COLORADO, JOURNAL FEBRUARY 15, 1963

Closed Basin Discussed At Water Meet

L. R. Kuiper, acting director of the Colorado Water Conservation Board, discussed the proposed Closed Basin water salvage project at the annual meeting of the Rio Grande Water Users Assn., held Saturday afternoon at the water office in Monte Vista.

After Kuiper spoke, water users attending the meeting asked a number of questions about the program. General tenor of the questions indicated that most of those attending the meeting were doubtful of the desirability of the project.

The Rio Grande Water Users Assn. is made up of representatives of irrigation associations diverting water from the river. Ray Holland, acting president of the association, presided at the meeting and introduced Kuiper.

Kuiper opened by reading excerpts from the regional Bureau of Reclamation plan of development for the Closed Basin, emphasizing protective features for the Valley which have been included, and planned stage development which would permit modifications as the project progressed.

(For a summary of the Bureau's plan of development, see Page 11 of this week's Journal.)

Operating Committee

Kuiper said that before legislation on the Closed Basin is drafted, a criteria of operating principles for the project would be drawn up by a committee composed predominately of people of the Valley and made a part of the legislation by reference. This criteria, he said, would be designed to insure that operation of the project could not be detrimental to the Valley.

He then outlined the situation of the Rio Grande Compact, as it is viewed by the Water Conservation Board. It appears, he said, that Colorado now has about 700,000 acre-feet in debits under the Compact, and the state is fearful that unless some action is taken a lawsuit will be started.

This possibility is more acute now than in earlier years, he said, because New Mexico — which had accrued a debit to Texas—is now paying off that debit with water obtained through the Middle Rio Grande Salvage Project. New Mexico is now in a position to go into court and ask that Colorado also take steps to decrease its debit, he said.

Cause of Debit

Discussing cause of the Compact debit. Kuiper said that both the Rio Grande and Conejos deliveries under the Compact have been below requirements. The lower Basin states allege Colorado has increased acreage beyond that contemplated by the Compact, but this does not appear to be so, he added.

However, he pointed out, agricultural statistics show production in the Valley has increased because farming is more intensive and efficient than when the Compact was drawn up. This is the only factor to which Colorado's increased use of water can be attributed, he said.

The greater use comes about from development of shallow irrigation pumping, Kuiper stated. Total water use (river diversions and pumping) in the Valley is greater than pre-Compact days. Although surface diversions have not been excessive, in years of heavy pumping water which passes the upper Compact measuring point at Del Norte does not reach the lower point at Lobatos. This can be attributed only to pumping lowering the water table, Kuiper said, and heavy replacement of this table.

No Reservoirs

Kuiper said the Compact denies Colorado the right to build reservoirs while in a debit status and requires release of storage water if in debit. "With no intention to violate the Compact," he continued, "the effect, as it could be presented in court, is that Colorado has developed an underground reservoir. If Colorado is faced with this charge, the state feels leery of being able to defend itself effectively."

It is possible, he said, that a court might appoint a water master over the whole river. If the water master started shutting off surface diversions to meet Compact deliveries, both ground and surface water would be affected to the extent that the ground water table is being replenished by diversion water.

"It is not the intention of the state of Colorado to take any water away from any Valley water user," Kuiper said. "But Colorado does have an obligation under the Compact and the state feels the Closed Basin project would salvage water not now beneficially used and deliver it for Compact credit." He added that the state feels there is no chance to amend the Compact since any amendment would take water from Texas and New Mexico.

Questions

One local water user asked "What is the Conejos doing to repay its part of the indebtedness? I don't feel the Rio Grande should stand all of the debit."

(Continued on Page 17)

02-15-1963: newspaper article 'closed basin development report of bureau outlined'

Closed Basin Development Report Of Bureau Outlined

(Editor's Note: The Colorado Water Conservation Board recently approved a regional Bureau of Reclamation plan of development for the Closed Basin water salvage project. Richard Conour of Del Norte a member of the board, abstained from voting on the measure giving as one reason that the people of the Valley have not yet indicated a united opinion on the matter, nor have they had sufficient information upon which to form an intelligent and informed opinion.

The Journal, as a public service, is printing a summary of the report of the Bureau. The complete report, which contains over 100 pages and many charts, may be inspected at the office of Mr. Conour in Del Norte or at the Monte Vista Bureau of Reclamation office.)

An earlier plan for development of the Closed Basin was reviewed by the Colorado Water Conservation Board and then discussed with Valley water users at a meeting held Feb. 3, 1962, in Alamosa.

After this, the board of directors of the San Luis Valley Water Conservancy District approved the Closed Basin project upon the following conditions:

1. The works be constructed and operated by the federal government.

2. That salvage of ground waters be accomplished in such a manner as to preclude adverse effects on the existing irrigation developments within the Closed Basin.

3. That it be clearly understood that introduction into the Rio Grande of Closed Basin waters gives other states no right to demand continuation of such importation against wishes of Valley water users.

In February, 1962, the Colorado Water Conservation Board recommended that the Bureau of Reclamation amend its feasibility report in light of these recommendations.

The amended report was completed by the Bureau in November, 1962 and approved by the Water Conservation Board in January, 1963. It is the revised report which is summarized in the remainder of this article, and figures and statements quoted come from the report.

The regional director of the Bureau, in the letter transmitting the development plan to the commissioner of the Bureau states that the report is transmitted as the basis for securing Congressional authorization of the plan.

The letter summarizes: "The plan would salvage for beneficial use an average of 131,000 acre-feet of water annually, which is now being lost by evaporation or consumed by salt grass, rabbit brush, greasewood and other vegetation. It would permit delivery of additional Rio Grande flows to the states of New Mexico and Texas in accordance with provisions of the Rio Grande Compact, provide for establishment of two national wildlife refuges and provide for development of available recreational opportunities.

"Expanding water uses in the Rio Grande basin, recent occurrence of an extreme and protracted drought, and the increasingly adverse debit status of Colorado under the Rio Grande Compact, all emphasize the need for optimum salvage of unbeneficially consumed waters in the San Luis Valley."

The feasibility investigations on which the development plan is based were made under a cooperative agreement between the Bureau and the state of Colorado. The state contributed $25,000 to the cost, the San Luis Valley Water Conservancy District $3,000 and the federal government the rest.

Two Points

The Bureau's development plan does not mention two points considered important by Valley water users. That the downstream states would acquire no right to Closed Basin water and could not force Colorado to continue operation beyond the point needed to satisfy Compact requirements; and that nothing in the project be construed as establishing a link between ground and surface waters.

These two points were left out of the plan because they were considered to be items which should be covered by federal legislation authorizing the project.

Under terms of the Rio Grande Compact, Colorado has been delivering an annual average of 59,200 acre-feet of water less than the Compact requires, and at the end of 1961 Colorado's debit was 846,100 acre-feet.

On the basis of this debit, Texas and New Mexico are unwilling to agree to construction of Wagon Wheel Gap Reservoir, which is needed to provide more adequate water supplies for the Valley.

Studies have established that the most favorable opportunity for increasing Colorado's Compact deliveries is through salvage of waters now nonbeneficially consumed within the Closed Basin and delivery of the salvaged waters to the Rio Grande.

The Compact recognizes this possibility and provides that Colorado will be credited with such Closed Basin water, provided it meets certain quality standards.

Basin Described

The Closed Basin in the southern part of the Valley has a drainage area of about 2,940 square miles, which is separated at the southern end from the Rio Grande watershed by a low alluvial divide.

From 1936 through 1959, the average water supply in the Valley, not counting precipitation on the Valley floor, was 1,465,800 acre-feet per year. Of this, 42 per cent comes from the Rio Grande near Del Norte, 23 per cent from the Conejos River basin, 10 per cent from west side tributaries, 6 per cent from east side tributaries and 18 per cent from the Closed Basin.

Inflow into the Close Basin averages 616,900 acre-feet per year. Of this, 458,900 acre-feet come from natural streams, 31,700 from artesian wells and 293,300 from Rio Grande diversions.

The part of the inflow not consumed by either beneficial or unbeneficial uses leaves the valley as natural water outflow and a part of the Closed Basin water is dissipated by evapotranspiration (evaporation and plant transpiration).

The portion of the salt cedar area above San Luis Lake is located in this tributary and receives surface and ground waters from natural runoff [illegible] diversions from the Rio Grande.

Salvage Water

The report lists the following types of water available for salvage:

1. Ground water. Hydrographs of wells show that during the nongrowing season, when there is little or no evapotranspiration, elevation of the water table rises rapidly. During the growing season, elevation diminishes, as nonproductive plants use the water.

2. Surface water now dissipated by nonbeneficial consumptive use and evaporation from free water surfaces and saturated soils.

3. Flood flows.

4. Overflow from Russell Lakes, which would provide water for the Mishak Lakes refuge, not for salvage.

5. Drain flow from irrigated areas, when this is not used for irrigation.

Spring and Little Spring Creeks, whose discharge reaches the salvage area during the February-May period.

Reduction of evaporation by draining areas of free surface water and lowering the water table in soil materials.

Water Quality

Ground water in the salvage area northwest of Head Lake is of poor quality near the surface, improving in quality with depth. Pumping this area at selective locations will yield water of near Compact quality.

Ground water in salvage areas south of U.S. 160 and east of the Closed Basin dump, south of San Luis Lake and west of the irrigated hay meadows is of better than Compact quality.

By adding water from the two sources, water meeting Compact requirements could be obtained.

Existing irrigation in the Closed Basin requires maintenance of the ground water table over much of the area. Any salvage methods considered must not disturb the fields in farming areas. This requirement precludes tapping artesian aquifers lying underneath the first confining clay layer below the Basin floor. This layer starts about 60 feet down, and is topped by layers of gravel and other pervious material. Only these upper layers would be pumped.

However, part of the ground water in the Closed Basin comes from upward movement from the deeper aquifer. Lowering of the water table by pumping would reduce the pressure on this aquifer, with a consequent slight increase in the upward movement. The increase would not have a discernible effect outside the salvage area.

Available Water

A survey extending from 1936 through 1960 shows there would be a mean of 107,900 acre-feet of presently used surface water available for salvage from the Closed Basin. The report proposes that 5,900 acre-feet of this go to the planned Alamosa National Wildlife Refuge, leaving 84,400 acre-feet for other uses.

The report lists potential uses for this water under three conditions:

1. While Colorado is in debit status under the Compact, salvaged water would be used to meet annual Compact commitments and pay off the debit.

2. After the debit is paid off (in about 25 years), around 90,000 acre-feet of water would be each year in excess of Compact commitments and the rest would be used for irrigation throughout the Rio Grande Division. During the nonirrigation season, salvage water could be used to replenish the shallow groundwater under established irrigated lands in the Basin.

Comparison of actual Rio Grande diversions with "ideal" diversions (the amount actually used in years when the water supply is ample) shows that actual diversion averages 56,200 acre-feet less than ideal diversion. With development of the salvage plan, an average of 31,300 acre-feet would be available to alleviate such irrigation shortages.

There is also a potential use for a portion of the water in the Monte-Hooper area, where productivity of about 31,000 acres of land has diminished because of lack of drainage facilities. With adequate drainage and an ample supply of water, these lands could be restored to their former productivity.

3. A study was made of the potential Wagon Wheel Gap Reservoir, operating without restriction under terms of the Compact to supply an ideal diversion demand of 61,000 acre-feet, based on use of part of the salvaged water to meet Compact commitments and the rest for irrigation.

Expected Benefits

The report summarizes expected benefits from the project. Direct and indirect benefits from use of the salvaged water are set at $2,312,000 annually, from recreation $132,000 and from fish and wildlife $194,000, for a total of $2,630,000.

Total federal investment in the project is estimated at $8,846,000. This would mean a ratio of $4.4 in direct or $5.75 to both direct and indirect benefits for each $1 in cost, figured over a 100-year period.

The study also outlines the social and economic impact of the project. After Colorado achieves debit-free status, the salvaged water used to maintain Compact deliveries and to provide additional irrigation water could be expected to increase by $3,276,600 annually the economic prosperity of the area. This includes additional wages, materials and profits which would be realized from a larger and more stabilized farm irrigation water supply.

Project Plans

The Closed Basin project would have three phases. The water salvage project itself, the Mishak Lakes National Wildlife Refuge and San Luis Lake recreational facilities.

Total estimated cost is $9,240,000, of which $414,000 would go for Mishak Lakes and $150,000 for San Luis Lake. Annual operating cost of the salvage project is $365,000. After construction, the Mishak and San Luis Lake projects would be turned over to agencies other than the Bureau of Reclamation for operation.

The area on which the water salvage system would be installed extends from the Mishak Lake area (northeast of Center) east across S.H. 17, then runs south to San Luis Lake, an outlet to the proposed Alamosa National Wildlife Refuge and into the Rio Grande a little west of its function with Alamosa Creek. An area east of San Luis Lake is also included.

The plan of development provides for year-around pumping to maintain ground water levels at least eight feet below the surface over an area of 108,600 acres. This would provide about 80,500 acre-feet of water annually. An additional 15,200 acre-feet would come from providing outlets for surface water.

To Acquire Land

Because the water salvage project would lower the ground water table over the area, the report recommends that the federal government acquire land within the salvage area and a "buffer zone" or fee need to prevent adverse effects on surrounding land. Conveyance channel and power line rights of way would also be acquired.

The proposed land acquisition includes 61,300 acres of state land, which the report says should be procured on an exchange basis with the federal government as Colorado's share of the project. The 132,100 acres total also includes 3,000 acres of federal and 67,800 acres of private land.

Installations

The list of installations for the project includes:

1. About 120 deep wells and pumps.

2. A 44-mile main conveyance channel running from just below Mishak Lakes to the Rio Grande.

3. An 11-mile auxiliary conveyance channel east of the main channel and southeast of San Luis Lake.

4. A half-mile channel between San Luis Lake and the main channel, to keep water in the lake at a constant level and permit temporary storage of salvaged waters if necessary.

5. About 92 miles of well-field laterals to deliver pumped water to the channels.

6. Highway and railroad crossings, bridges and access and operating roads.

7. Minimum recreational facilities at San Luis Lake.

8. Development of Mishak Lakes.

9. Measures to improve the fish habitat in the conveyance channels and to aerate the pumped ground waters.

10. Power transmission lines.

11. An operating headquarters near San Luis Lake.

The report proposes that the federal government construct, operate and maintain the water salvage program. However, should it later become possible to use salvaged water for Valley irrigation the water users would be expected to reimburse the government for benefits derived from use of the water.

The plan provides for observation wells along the perimeter of the project to determine what effect operation of the project is having on the water table.

Work in Stages

The plan of development provides that the work be done in stages over eight years. This is intended to reasonably establish, prior to installation of each stage, that the preceding stage is being operated without adverse effect on adjoining land.

The five stages are:

1. Eight miles of main channel, start east side channel; 27 deep wells and laterals; operator's headquarters; Mishak Lakes.

2. Complete east side channel; 42 deep wells and laterals.

3. Build 10.5 miles of the main channel. San Luis Lake connecting channel. 12 deep wells and laterals; San Luis Lake recreational facilities.

4. Another 11 miles of the main channel; 20 deep wells and laterals.

5. Complete main channel; 28 deep wells and laterals.

The first of the eight years would be spent in advance planning. In the second, operator's headquarters would be built, designs completed and specifications prepared, one well drilled and operated.

In the third year, Stage 1 construction would be completed and eight wells drilled and operated in the following five years, work would continue by stages. After each group of wells was drilled and operated, data secured would be used in designing the next group.

The stage development plan calls for construction of installations at the south end of the project first and moving on north in succeeding stages.

The plan of operation provides for keeping continuous records of the water table level from data provided by the perimeter observation wells. The area of influence of the well field could be controlled by variable operation of wells along the perimeter of the field, to keep salvage water pumping from adversely affecting adjoining land.

The report states that this method of operation would preclude salvaging the full amount of water possible from the perimeter of the well field, since the water table there could not be lowered to the full eight feet.

Recreation

The Closed Basin project would provide at San Luis Lake an access road and parking area, launching ramp, trailer parking area, boat harbor development, water supply, sewerage system, picnic area, fencing, planting and seeding, signs and barriers.

It is expected that additional facilities such as campgrounds, trailer park developments, administrative headquarters and residence, mating and other improvements which have been recommended by National Park Service would be provided at non-federal expense.

By providing a constant water supply in San Luis Lake and a heavier flow in the lower reaches of the Rio Grande, the project is expected to provide better fishing and thus greater annual expenditures for this sport. The hunting around San Luis Lake would also be better.

It might also be possible to establish trout hatching and rearing facilities in the Closed Basin area, with the provision of suitable water from the salvage project.

Replacement of wetlands in the Basin by the proposed Mishak Lakes project would attract lots of waterfowl hunting in the Basin.

02-15-1963: newspaper article 'closed basin development report of bureau outlined', page 2cont

Closed Basin . . .

(Continued from Page One)

Kuiper said that if the Closed Basin works, then no one is contributing since no one is now benefiting from the water to be salvaged, which is now being lost by evaporation and plant transpiration. "If it develops the Rio Grande or Closed Basin is contributing its own water, then the plan is no good," he added.

Another question concerned the Closed Basin plan to lower the water table to eight feet to eliminate plant transpiration. This questioner pointed out that chico on sand hummocks 15 to 20 feet above the ground level does better, and wondered how such plants would be affected by lowering the table.

Kuiper said that the eight-foot level was based on measurements made by the Forest Service and Department of Agriculture on the Rio Grande in New Mexico and Gila River, corrected for elevation, latitude and weather. He said the closer the water to the surface, the more water a plant uses.

Acons Old

Another water user pointed out that the Compact prohibits storage only in reservoirs built after 1937. "Since the Closed Basin is acons old," he continued, "how could it be included in this provision?"

Another wondered "How many would have to start hollering that the project is hurting them before Closed Basin wells would be shut off?" Kuiper said this is one of the things which would have to be handled by the operating committee.

Another water user asked whether the Closed Basin outlet canal would be so deep that water would run into it from the river, not vice versa. Kuiper said maximum depth would be 15 feet.

Steps

In answer to another question, Kuiper outlined what steps would have to be taken before Closed Basin construction would start. The next step, "if taken," would be to draft authorizing legislation and operating principles for presentation to Congress. This would be done in consultation with Valley water users.

Then the legislation would go to the appropriate House and Senate committees, which would hold hearings and take testimony. "If organized opposition from the Valley is shown at these hearings, the project will die in committee," he said.

If the committees report favorably, legislation would go to the floors of the House and Senate. If approved, then the appropriations would be requested from Congress. The Bureau of Reclamation cannot spend funds for the project without authorization from Congress, he added.

"If it takes a year or two to get through Congress and eight years to complete the Basin, Colorado will most likely be two million acre-feet behind before it even starts to pay back its debit," another Valley man commented.

Kuiper agreed and said it would also take a long time to pay back the debit, since part of the salvage water would go each year to meet that year's Compact commitment. He mentioned, however, the possibility that once the project was started, Colorado could talk Texas and New Mexico into canceling part or all of the past debit.

Valley Water Use

Another water user pointed out that the Valley, with a high altitude and short growing season, did not lose as much water in plant transpiration as the Lower Basin states.

Kuiper agreed that statistics show Colorado uses water more efficiently than Lower Basin states and said this is a "sore point" in all dealings with these states. "It seems to me," he said, "that since water is in the short supply the place which uses it most efficiently should have it."

Another wondered whether, if the Closed Basin was built and deliveries of water at the state line did not show an appreciable increase, Texas and New Mexico might not contend that Closed Basin pumps were decreasing river water. Kuiper said it would appear that if the Basin didn't produce more water, this would disprove the pump theory.

Seepage

Another farmer asked whether Texas and New Mexico accept Colorado's contention that there is no seepage from the Basin into the river. Kuiper said it appears that that they will accept this, although he is not sure how thoroughly the question has been discussed at Compact meetings.

"Who will decide if the Closed Basin is a success, Texas and New Mexico?" asked another farmer. Kuiper said if the Basin delivers water up to expectations and the Valley is not damaged, it would obviously be successful. If it delivers enough water to meet annual Compact commitments it would be considered successful enough to continue, he added.

"If a dozen people in the area were hurt, would the project be stopped?" was another question. "Yes," Kuiper said, "if the damage was caused by the project." He added that, if only a small number were hurt, the operating committee might consider buying them out or some similar measure.

Another water user asked whether the Colorado state engineer now has authority to reduce diversions to meet Compact deliveries. Kuiper said legal authorities say the Compact has first call on the river, which apparently gives the engineer this authority.

State Line

Other questions concerned why the Closed Basin wells could not be built closer to the state line and how much water would be lost in the river between the Basin outlet and the measuring point. Kuiper said if the wells were too close, New Mexico would contend the pumped water was water it would get in any case, and said no study had been made on the second question.

Another water user asked whether the Basin plan allocated water for "that fishpond" (the Alamosa National Wildlife Refuge). Kuiper said it allocated about 5,000 acre-feet, and that the recreation part of the plan is one of the factors which would make it more likely that federal funds would be authorized for the program.

Cut Diversions?

One water user asked whether or not, to forestall a lawsuit, Rio Grande water users could consent to a percentage cut of surface diversions. It was pointed out that Conejos water users would also have to agree to such a plan.

Kuiper said this is a question that will have to be decided by the Valley, but before a decision is reached it should be considered whether or not this would not indicate to Congress that Colorado could handle the Compact problem without federal assistance, and the question of how large the diversion cut would have to be in order to make up for losses between Del Norte and the gauging station should also be investigated.

Another Valley water user said that, since the Valley uses water more efficiently than the Lower Basin, he did not feel the Valley should voluntarily reduce diversions.

09-17-1959: memorandum to regional chief of lands from superintendent regarding area visit and investigation george r. wagner

C
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P
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L-54

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

GREAT SAND DUNES NATIONAL MONUMENT
Alamosa, Colorado
September 17, 1959

Memorandum

To: Regional Chief of Lands

From: Superintendent, Great Sand Dunes

Subject: Area Visit and Investigation by George R. Wagner

As per your telephone request and instructions we have compiled the following available information regarding a visit to our office Thursday morning, Sept. 17, by the title individual.

Mr. Wagner stated he was a geologist employed by a firm called Garity, Miller, and Hickok of 60 East 42nd Street, New York, New York. This firm is a research group for the Defense Department, specializing in gathering various data as requested by the Defense Department which is "classified material" for which he was not able to release much information about. He stated that the general data on ground water and sand dunes he was completing was for what he termed the "Interfeasibility Stage" as it involved the Defense Dept.

He was very much interested in the ground water picture of the Monument and the San Luis Valley. It was his opinion that our well water was of artesian flow origin, lying beneath a clay sub-structure; this parallels our opinion of our water source basin. Mr. Wagner took data on rainfall over the past ten years, sand samples, and such general information we felt we should provide him with.

Mr. Wagner had lunch with us before departing for Denver via rent car, then to fly back to New York. He expressed his great delight in finding an area of great natural beauty, and plans to return with his family for a longer stay in the future.

/s/ Harold F. Schaafsma

Harold F. Schaafsma
Superintendent

Docket 1 L-54

GREAT SAND DUNES NATIONAL MONUMENT
Alamosa, Colorado
September 17, 1959

Memorandum

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SIGNED:

Harold F. Schaafsma
Superintendent

08-21-1959: memorandum to regional director from chief regarding pump data and drawing 5309a, water system

L54-GBL

August 21, 1959

Memorandum

To: Regional Director, Region Three

From: Chief, Water Resources Section

Subject: Pump Data and Drawing 5309A, Water System, Docket 1, Great Sand Dunes

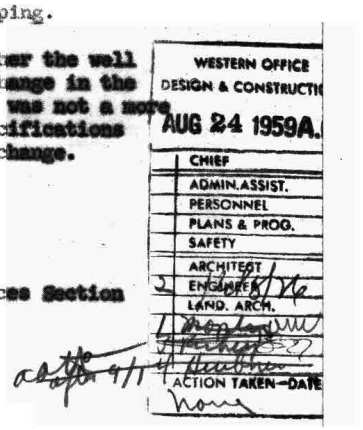
The subject drawing, which was forwarded with your memorandum of August 11, is a helpful, interim addition to the docket, but it is fundamentally a part of the historical support for a water claim which still needs definition when all plans or development are completed.

It appears that Mosca and Morris Gulch Springs may be replaced by the well when future reservoir is installed at a higher elevation near the latter spring. Both springs appear to have been kept in partial use in 1957. The log of the well also suggests that the source of water may be separated from the sub-surface flow of Medano Creek by clay layers between the depths of 70 and 140 feet, but the drilling report does not make it clear whether the water is under artesian pressure or not. The question is whether the water was intercepted at the depth of 260 feet and rose to 242 foot depth, or was found throughout the 18 feet which is the draw down when pumping.

This information is needed to determine whether the well constitutes only a change in point of diversion or a change in the source of supply. I should like to know whether there was not a more adequate log. I also suggest that future drilling specifications better require the details of formation whenever they change.

A. van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Great Sand Dunes
Chief, WCDC (2)



COPY

STATE OF COLORADO
OFFICE OF STATE ENGINEER
DIVISION OF WATER RESOURCES
Denver 2

June 9, 1958

Mr. A. van V. Dunn, Chief
Water Resources Section
National Park Service
U. S. Department of the Interior
Washington 25, D. C.

Dear Mr. van V. Dunn:

This will acknowledge receipt of your letter of June 3rd making inquiry as to the authority of this Department in regard to change in point of diversion of water rights.

The Colorado Constitution (Article 16, Section 4, Colorado Revised Statutes, 1953) sets forth that all waters of the natural streams of the State are public waters subject to appropriation under the laws of the State. Court determination as to what constitutes a natural stream is to the effect that "natural streams include all tributaries and streams draining into other streams, and tributaries, although dry part of the year, include all water supply which goes into them, whether rainfall, natural springs, or water percolating under the surface." However, the underground waters of this State have been heretofore held in different status than that of surface water in regard to the matter of appropriation, and we are not certain at this time, as to what course the determination may take whether by court action or legislative enactment.

At this time, authority in the change of point of diversion of water rights is the prerogative of the Judicial Department and is not extended to the Executive Department. We do have precedence, however, for making changes such as you indicate in your letter; that is, from a decreed surface right to underground sources, both of which may be presumed to be in the same drainage basin. In order to accomplish such change in point of diversion, it is necessary, under our laws, to file a petition for such change as may be desired with the proper District Court for their determination.

I am sorry that we do not have a publication relating to surface water such as you have received in regard to the ground water law. The law relative to adjudication and administration of surface water is very voluminous and may be found in Volume 6, Chapter 147, of the 1953 Colorado Revised Statutes.

We will mail, under separate cover, copies of Forms C and F of the Ground Water Administration which you have requested.

Very truly yours,

/s/ J. E. Whitten
State Engineer

L54-L

Docket

June 4, 1958

Memorandum

To: Regional Director, Region Three

From: Chief, Water Resources Section

Subject: Water Right Docket No. 1, Mosca and Morris Gulch Springs, Great Sand Dunes

Completion Report of Mosca Well drilling now in Docket No. 1 under Part IV-Federal Claims to Mosca Spring should be transferred to Part VI-Federal Claims to Mosca Creek Well as item 4.

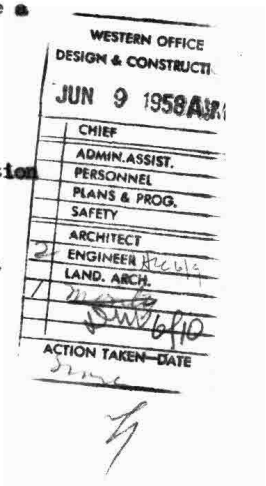
Attached copy of Completion Report of Mosca Well Water System has been filed as item 5 in Part VI of our Docket No. 1. Field copies are hereby being distributed for similar treatment.

WODC is being sent copies of Notice of Intention to Drill, Well Driller's Log and History, and Record of Pump Test of May 17, 1957, items 1, 2 and 3, respectively under Part VI. They have been supplied with Docket folder and dividers.

It has just dawned on me that there should now be an application to the State Engineer to use the groundwater. I have ordered the necessary forms, and am attaching a print of my sample copy of Form C. Much of the data can be supplied from the records in Part VI and Drawing GSD-5309A. However, we do not seem to have the data on installed well, and it will help if you will supply as complete a set of answers to the questions as possible.

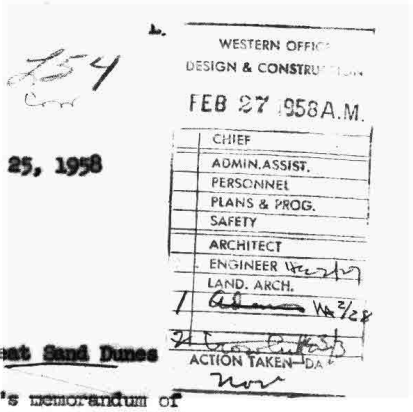
SIGNED

A. van V. Dunn
Chief, Water Resources Section



Attachments

Copy to: Superintendent, Great Sand Dunes, with one attachment
Chief, WODC, with 4 attachments



February 25, 1958

Memorandum

To: Regional Director, Region Three

From: Chief, Water Resources Section

Subject: Water Development and Water Rights, Great Sand Dunes

We have received copies of Mr. Koehler's memorandum of June 12, 1957, transmitting copies of notice of intent to drill the well in accordance with PCP U-5-4 of which copies do not appear to have been sent to this office, the log and history of the well, and the record of pump test at 80 gpm on May 17. We also have copies of Mr. Kell's memorandum of the same date, sending copies of the same instruments to the Geological Survey. The Division of Design and Construction has a copy of Mr. Wohlbrand's report of January 21 stating that pump specifications called for capacity of 15-32 gpm and that installed pump was delivering 26-28 gpm. There appears to be no final construction report, perhaps because the pump was too recently installed.

For drawings, the Washington Office seems to have 6977, 5307, 5308 and 5309-A. There seems to be no "as constructed" drawing to show local distribution at the Mosca Creek Campground area, or final alignment of pipeline to reservoir on Morris Gulch Headquarters water system.

We have just received the copies of the Superintendent's memorandum of January 18 and Mr. Canfield's reply of January 23 concerning interest of the Bureau of Reclamation in a potential groundwater supply from the San Luis Valley. We shall be interested in any further information obtained concerning the plans of the Bureau, and should like to know where its proposed wells would be located, and the boundaries of the areas which would be irrigated, as well as the information which Mr. Schaafsma has requested.

For some reason, the State form for log and history does not invite a statement as to whether the water rose naturally in the well, and was therefore under artesian pressure. I think that question 15 is supposed to supply the information, but the information therefor, and Park Service record of the pump test do not clarify the matter. In fact, the driller appears to report that he started pumping with water at depth of 242 feet, and lowered the

level to 260 feet, while Park Service report indicates that drawdown was from depth of 242 feet to 275 feet. Neither report indicates whether the water was originally intercepted at 242, 260, or 275 feet. If the information can be supplied, we can probably tell better, what the source of water is, and whether the Bureau development will jeopardize the Federal source.

For water right purposes, there should be plan of the water system and related surface drainages of Mosca and Morris Gulch Creeks. If the well water is not under natural pressure, the chances are that it is the natural underground flow of Mosca Creek or Medano Creek, and the surface channels of those creeks should be shown near the well. The drawing should also show the old water systems from Mosca and Morris Gulch Springs, and indicate whether the old diversions are to be preserved or removed.

The answers to the above questions are needed to determine whether the well constitutes a total or partial change in point of diversion of waters previously diverted from the two springs. We also have the ultimate problem of trying to identify the three sources as' water formerly appropriated by Linger Brothers. There will also be the question of whether proposed Bureau of Reclamation developments will constitute withdrawal of sources of the springs to which Linger Brothers obtained decree rights.

Attached are dividers for Docket 1, and a new, but interim table of contents. We are sending similar dividers and table of contents to the Superintendent, and a folder containing the dividers and table of contents to WODC. We have rearranged some of the old contents of the docket, and you and the Superintendent should transpose the instruments to agree. We are also filing one set of the notice, log, and pump test record in Part VI as indicated. As offered in Mr. Koehler's memorandum, we shall appreciate your sending copies of items VI 1, 2 and 3 to WODC.

We will add "as constructed" plans of old spring water systems, and the new well system, and narrative portion and financial statement of final construction report on well system after we obtain them.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachments 2

Copy to: Superintendent, Great Sand Dunes, with 2 attachments
Chief, WODC, with Docket 1

10-24-1956: memorandum to district geologist from acting regional chief of operations regarding proposed groundwater studies

L54

Region Three
Santa Fe, New Mexico

OCT 24 1956

Memorandum

To: District Geologist Thad McLaughlin, Ground Water Division, U. S. Geological Survey, Denver Federal Center, Building 25 Denver, Colorado

From: Acting Regional Chief of Operations

Subject: Proposed Groundwater Studies, Great Sand Dunes

In accordance with our memorandum of October 11, we have now attached the following prints:

NM-GSD-5305	1 Sheet
NM-GSD-5307	2 Sheets
NM-GSD-5308	1 Sheet
NM-GSD-3001	1 Sheet

Drawing 5305 shows the relation of Mosca and Morris Gulch Springs to known section corners and their relationship to each other.

Numbers 5307 and 5308 show the present water system which, this year for the first time since construction, have proved to be inadequate. Number 3001 shows our proposed improvement of the campground with Morris Gulch proposed as the source of supply.

Our Regional Engineer now thinks that the money proposed for the improvement of the campground should be used to find a more permanent source of water rather than depending upon Morris Gulch Springs.

Perhaps if you could meet with our representatives on the ground as suggested in our memorandum of October 11, you could assist us in determining the most satisfactory solution.

(SIGNED)
Jerome C. Miller
Acting Regional Chief of Operations

Attachments 5

Copy to: Director (2)
Supt., Great Sand Dunes
Chief, WODC

WESTERN OFFI
DESIGN & CONSTRU
OCT 29 1956
CHIEF
ADMIN.ASSIST.
PERSONNEL
PLANS & PROG.
SAFETY
ARCHITECT
ENGINEER
LAND. ARCH.
ACTION TAKEN—D
None

10-15-1956: memorandum to regional director from plan file clerk regarding prints, water system drawings

L 54

Air Mail

October 15, 1956

Memorandum

To: Regional Director, Region Three

From: Plan File Clerk, Western Office, Division of Design and Construction

Subject: Prints, Water System Drawings, Great Sand Dunes

We are forwarding herewith two (2) copies of each of the following plans which were requested by Mr. Kell, Regional Chief of Lands in his October 11 memorandum to Chief, WODC.

NM-GSD-3001	Mosca Creek Utilities (Water and Sewer) Part of the Master Plan
NM-GSD-5305	Great Sand Dunes National Monument Showing Exact Location Morris Gulch and Mosca Spring
NM-GSD-5307	Proposed Water System, Morris Gulch Spring to Checking Station
NM-GSD-5308	Proposed Water System, Mosca Spring to Picnic Area

According to Mr. Kell's memorandum the plans will be used by the U. S. Geological Survey representatives in connection with the location of a well for a permanent water supply at Great Sand Dunes National Monument.

(SGD) LEANDER E. MARTIN
Leander E. Martin
Plan File Clerk

FILE COPY

In duplicate

Attachments

10-11-1956: memorandum to chief from regional chief of lands regarding prints, water system drawings

IN REPLY REFER TO:

L54

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Region Three
Santa Fe, New Mexico

October 11, 1956

WESTERN OFF
DESIGN & CONSTR
OCT 15 195
CHIEF
ADMIN. ASSIST
PERSONNEL
PLANS
SAFETY
ARCHITECT
LAND. ARCH.
ACTION TAKEN
memo & prints sent via 10/15/56 L.C.M.

Memorandum

To: Chief, Western Office, Division of Design and Construction

From: Regional Chief of Lands

Subject: Prints, Water System Drawings, Great Sand Dunes

We have tentatively arranged for a representative of the U. S. Geological Survey, Ground Water Division, to assist our Service in the location of a well for a permanent water supply at Great Sand Dunes National Monument.

In order to make prints available for the Geological Survey representatives to study prior to the actual field investigations, we would like two each of the following drawings:

NM-GSD-3001, May 1956
NM-GSD-5307, 2 sheets, Proposed Water System, Morris Gulch Spring to Checking Station
NM-GSD-5308, 1 sheet, Proposed Water System, Mosca Spring to Picnic Area

In addition to the above, we need two prints of the following:

Great Sand Dunes National Monument
Showing Exact Location
Morris Gulch and Mosca Spring
Scale 1" = 1,000', May 1940, T. C. Davis

We have two prints showing the above information. Neither print is complete with a borderline to indicate numbers if they existed at the time of preparation. There is a note on the first print with a symbol for Linger Brothers Property from GCD (sic) - NM-2502.

There is a difference in the drafting technique and indication on the two prints which we have and a reference from the files indicates that one of these drawings may have been numbered 5305. If they both can be found, please mail two each of both prints.

John E. Kell
Regional Chief of Lands

In duplicate

In reply refer to: L54-L

Office of Chief, Western Office Div. of Design and Const.
APR 12 1955 A.M.
Supv. Architect
Supv. Engineer
Supv. Landscape Arch.
Safety Engineer

April 8, 1955

Memorandum

To: Regional Director, Region Three

From: Chief, Water Resources Section

Subject: Effect of Proposed Boundary Adjustments on Rights to Waters of Mosca and Morris Gulch Springs, Great Sand Dunes

In connection with the subject boundary adjustments reference L-2219, Mr. Canfield forwarded Mr. Barton's memorandum of March 10, concerning Federal rights to the waters of Mosca and Morris Gulch Springs, on March 24.

Mr. Barton's conclusion is that the United States has gained rights to use the waters of the two springs with one of the earliest priorities in the Big Spring Creek-Little Spring Creek drainage tributary to San Luis Lake. He suggests that the earliest priority may be claimed, but does not believe that a limited adjudication of change in point of diversion and purpose of use is essential at this time. The memorandum is an excellent presentation of that portion of the Federal claim, and we are placing the carbon copy in our assembly of Docket 1, and suggest that copies also be placed in the assemblies in your office and at the Monument, for quick reference when adjudication becomes desirable.

Several weak points still remain, in that we do not know whether Medano Creek is tributary to Big or Little Spring Creek or both, but it seems reasonably certain that it is the major source of Little Spring-the source of Little Spring Creek. Attached are two prints of Drawing NM-GSD-6975 to illustrate the point. We are filing a print of said drawing and a copy of this memorandum just above the carbon copy of Mr. Barton's memorandum, at the top of the contents of Docket 1, and we are supplying two extra copies of this memorandum for the same purpose in your office and the Monument.

From the drawing, it is evident that it will be much more practical to change the point of diversion under rights to the South No. 1 or South No. 2 ditches, and I doubt if the difference in priority to rights on Big and Little Spring Creeks is worth the potential battle to change points of diversion from the former down Big Spring Creek to San Luis Lake and back up Little Spring Creek.

The next point is that Mr. Wellington, with junior claims will be justified in protesting the transfer of rights to Mosca Spring for reasons shown on the drawing. This suggests the desirability of giving high priority to the purchase of the Wellington land. The purchase should be made, and include his water claims before a transfer of Little or Big Spring Creek rights is attempted.

Finally, as stated in previous correspondence, arrangements should be made for the assignment of claims of the Forest Service under Filing 15571 to the waters of Mosca Spring. I assume that these arrangements should be made through your office. Copies of the assignment should be provided for all the assemblies of Docket 1 with the original going to the Monument.

We are now working on a 10-year Water Resources and Water Right program for Mission 66. On the basis of Mr. Barton s memorandum and these comments, we will set the transfer of Little (or Big) Spring Creek rights about 1965 and set up a groundwater study about 1957 or 1958 to trace Medano Creek water to one or both of these streams.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

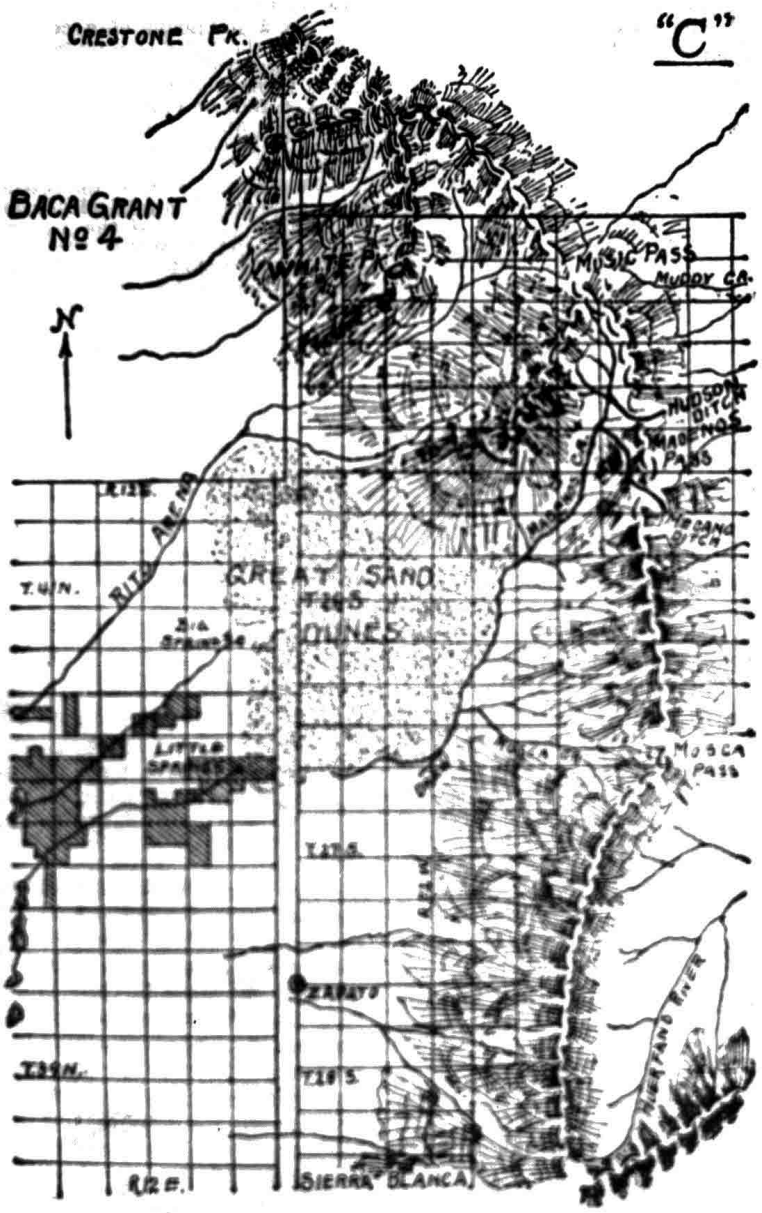
Attachments 2

In triplicate

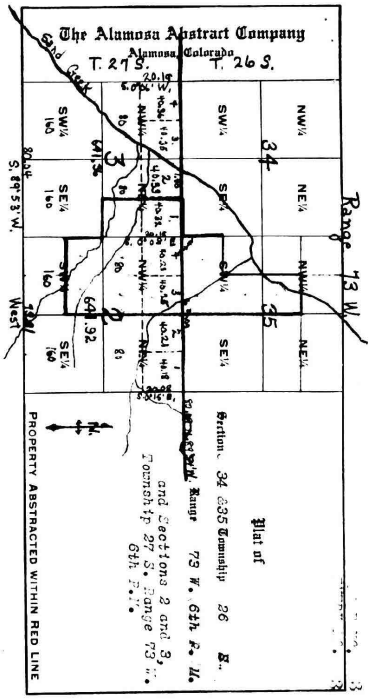
Copy to: Western Office of Design and Construction

The following is a plat of the premises in question:

tion might have some force. Suc
is not the case. In each of his



WATER RIGHTS SECTION

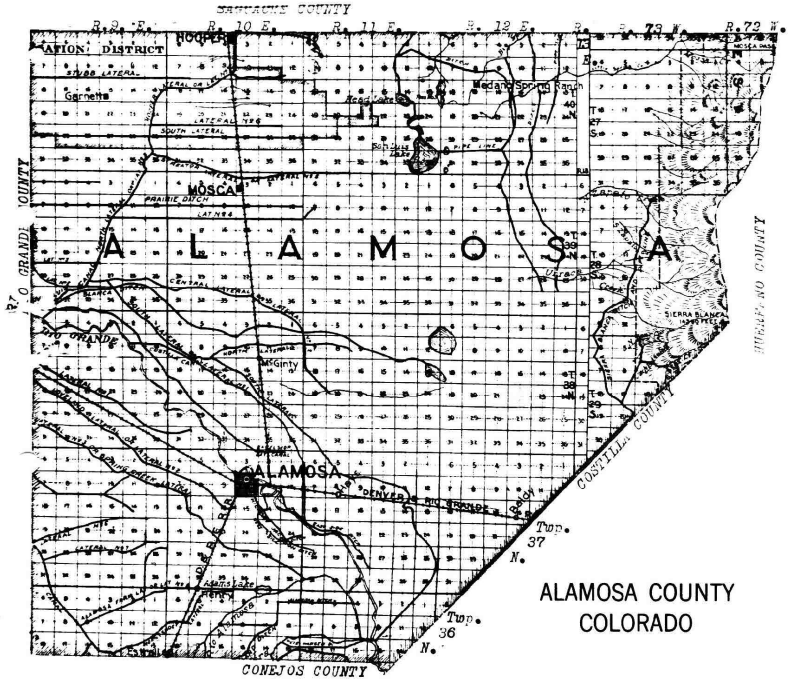


UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

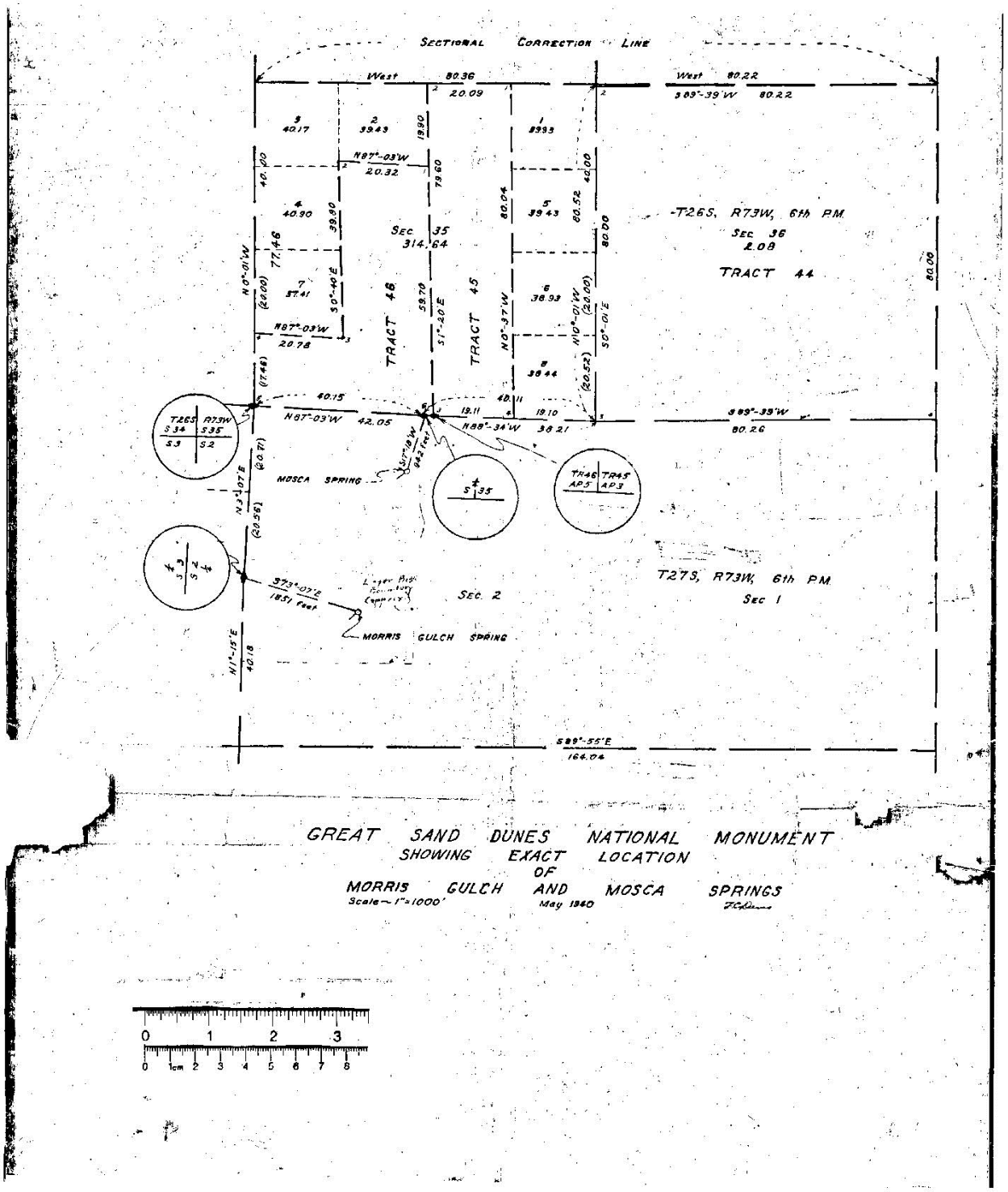
December 24, 1941

Attorney Joseph E. Taylor.

Pages to be inserted in abstract of property at Great Sand Dunes National Monument, forwarded you under date of December 5, 1941.

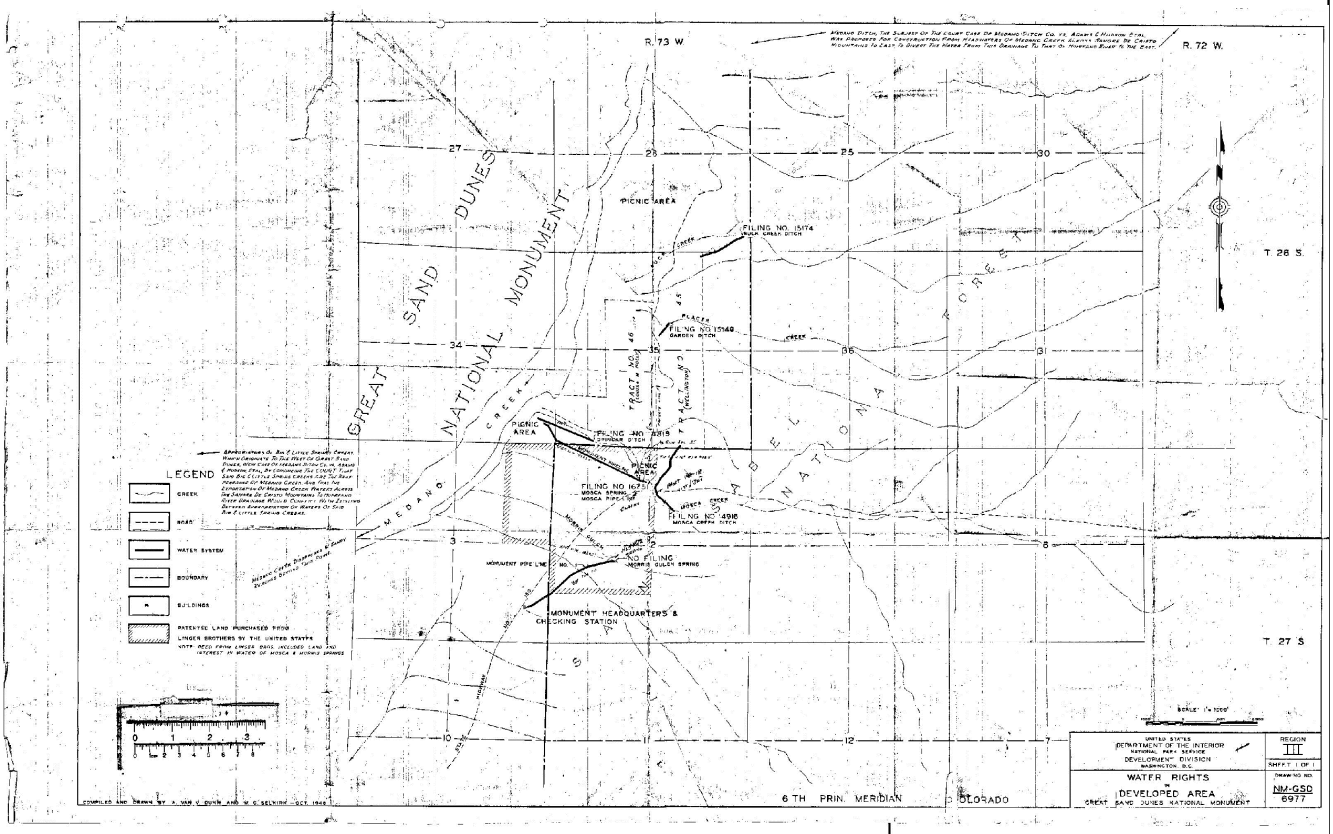


05-00-1940: grsa map showing the exact location of morris gulch and mosca springs

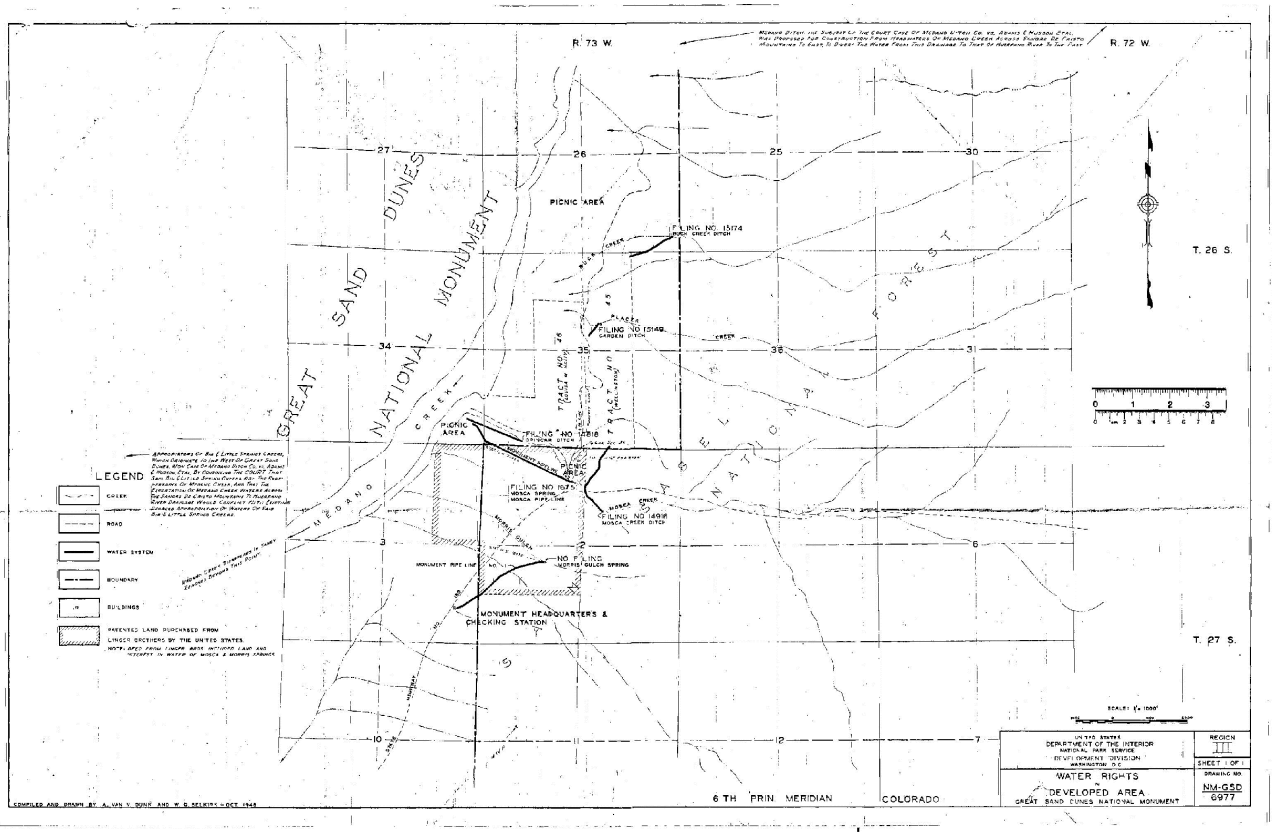


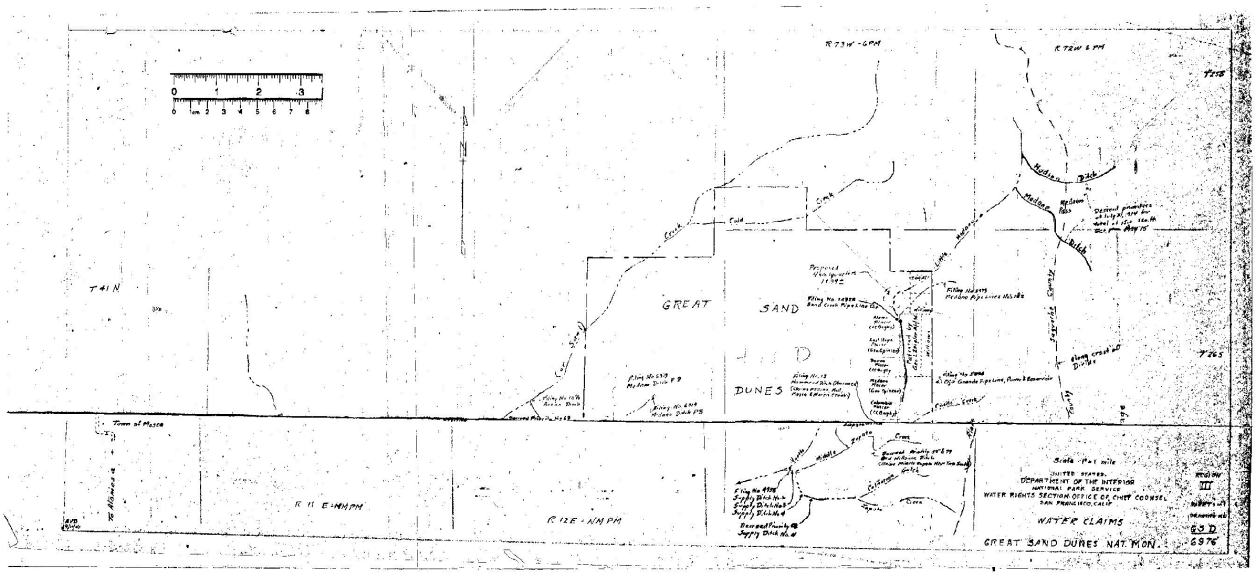
Maps and Miscellaneous Information

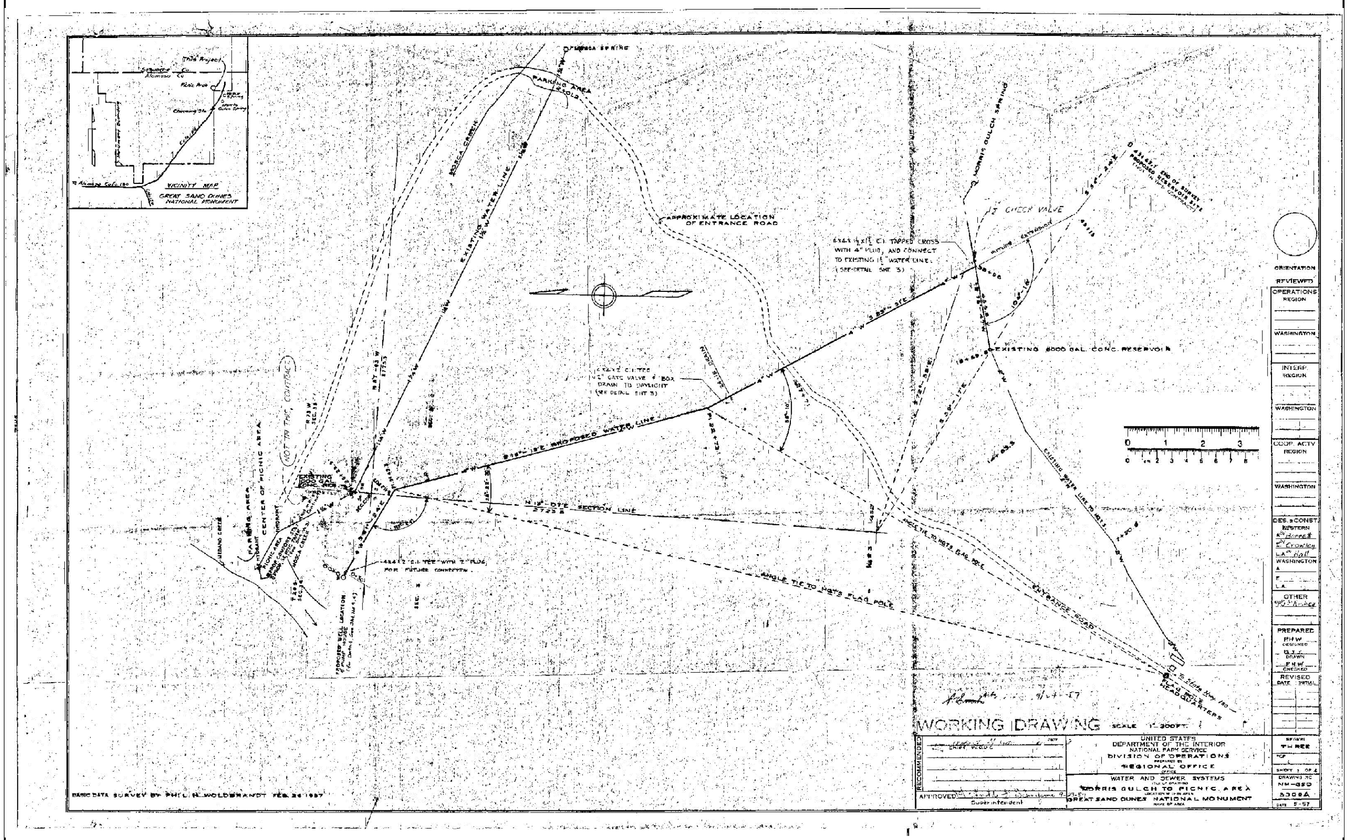
10-00-1948: grsa - map showing water rights in developed areas

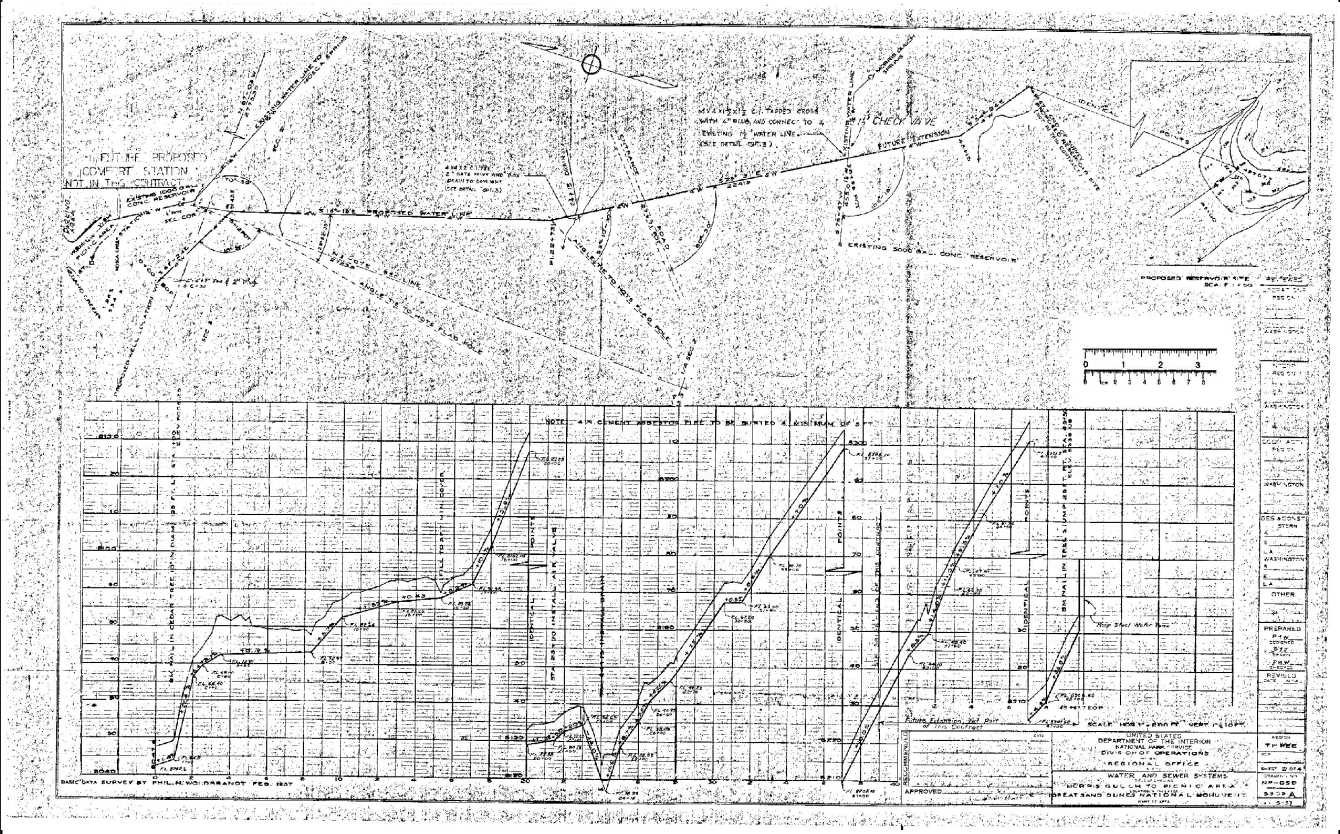


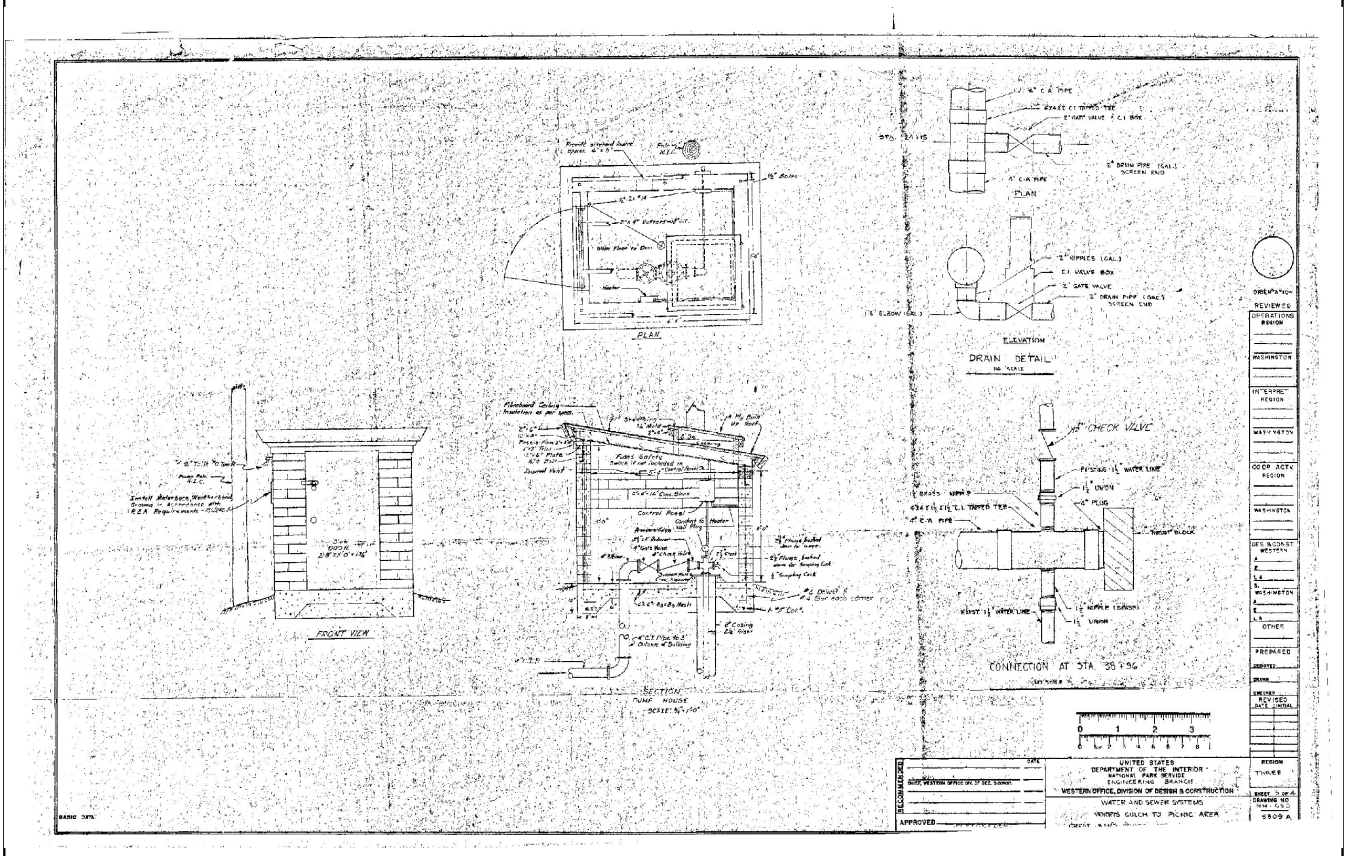
05-00-1940: grsa - map showing water rights in developed areas

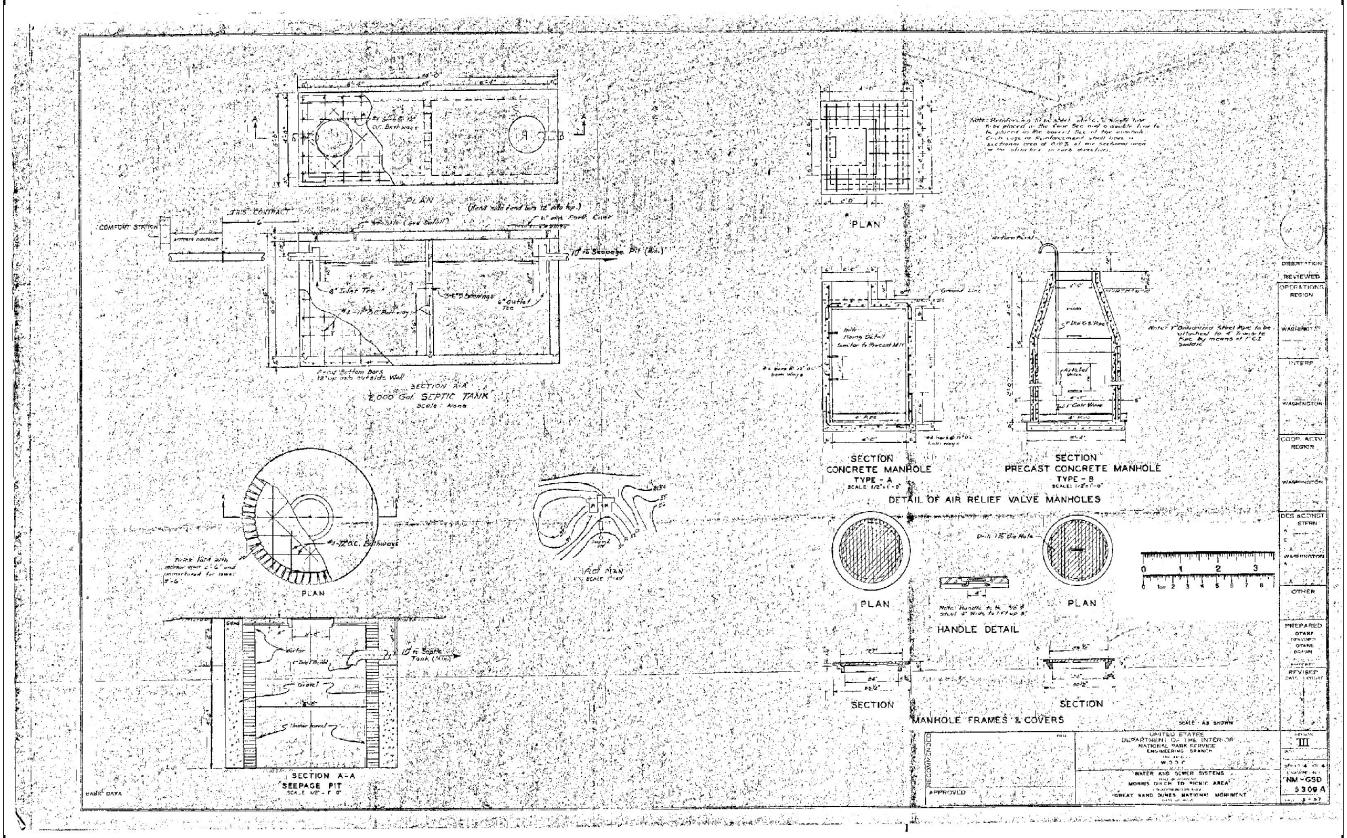



R 73 W - 6 PM
R 72 W 6 PM
T 41 N
GREAT
SAND
DUNES
Medano Ditch
Medano Pass
Medano Creek
Town of Mosca
R 11 E - NM PM
R 12 E - NM PM
WATER CLAIMS
GREAT SAND DUNES NAT. MON.
UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WATER RIGHTS SECTION, OFFICE OF CHIEF COUNSEL
SAN FRANCISCO, CALIF.
69 D
6976

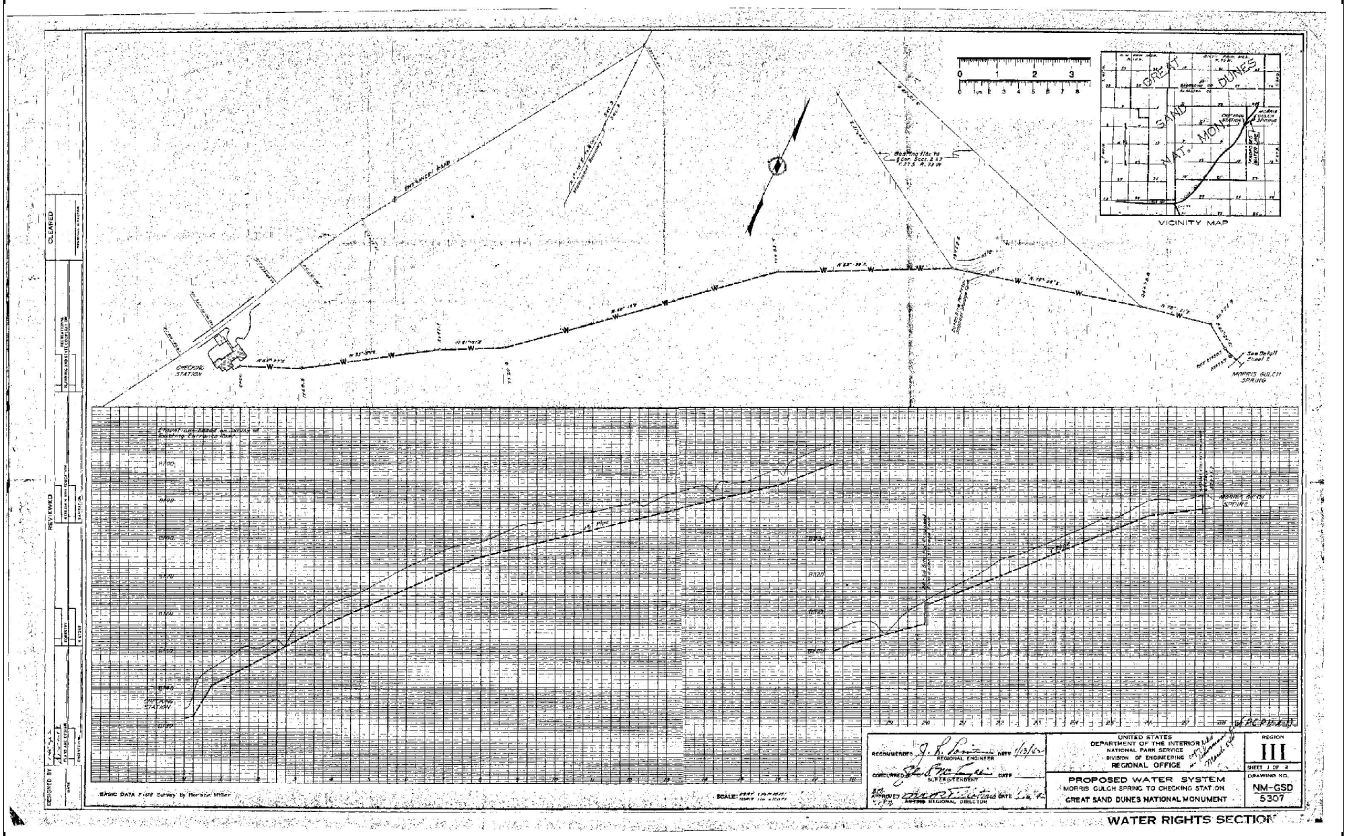

VICINITY MAP
GREAT SAND DUNES NATIONAL MONUMENT
MORRIS GULCH SPRING
3/4" CHECK VALVE
APPROXIMATE LOCATION OF ENTRANCE ROAD
EXISTING 5000 GAL. CONC. RESERVOIR
PROPOSED WATER LINE
SECTION LINE
ANGLE TIE TO HQTS FLAG POLE
ENTRANCE ROAD
To State Hwy 150
FLAG POLE
HEADQUARTERS
PICNIC AREA
(NOT IN THE CONTRACT)
PARKING AREA
WORKING DRAWING
SCALE 1"=200FT.
RECOMMENDED
APPROVED
Superintendent
UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DIVISION OF OPERATIONS
REGIONAL OFFICE
WATER AND SEWER SYSTEMS
MORRIS GULCH TO PICNIC AREA
GREAT SAND DUNES NATIONAL MONUMENT
ORIENTATION
REVIEWED
OPERATIONS
REGION
WASHINGTON
INTERP.
COOP. ACTV.
DES. & CONST.
OTHER
PREPARED
PHW
DESIGNED
DRAWN
PHW
CHECKED
REVISED
DATE
INITIAL
REGION
THREE
SHEET 1 OF 4
DRAWING NO.
NM-GSD
5009A
DATE 5-57
BASIC DATA SURVEY BY: PHIL H. WOLDSHANDT FEB. 24 1957

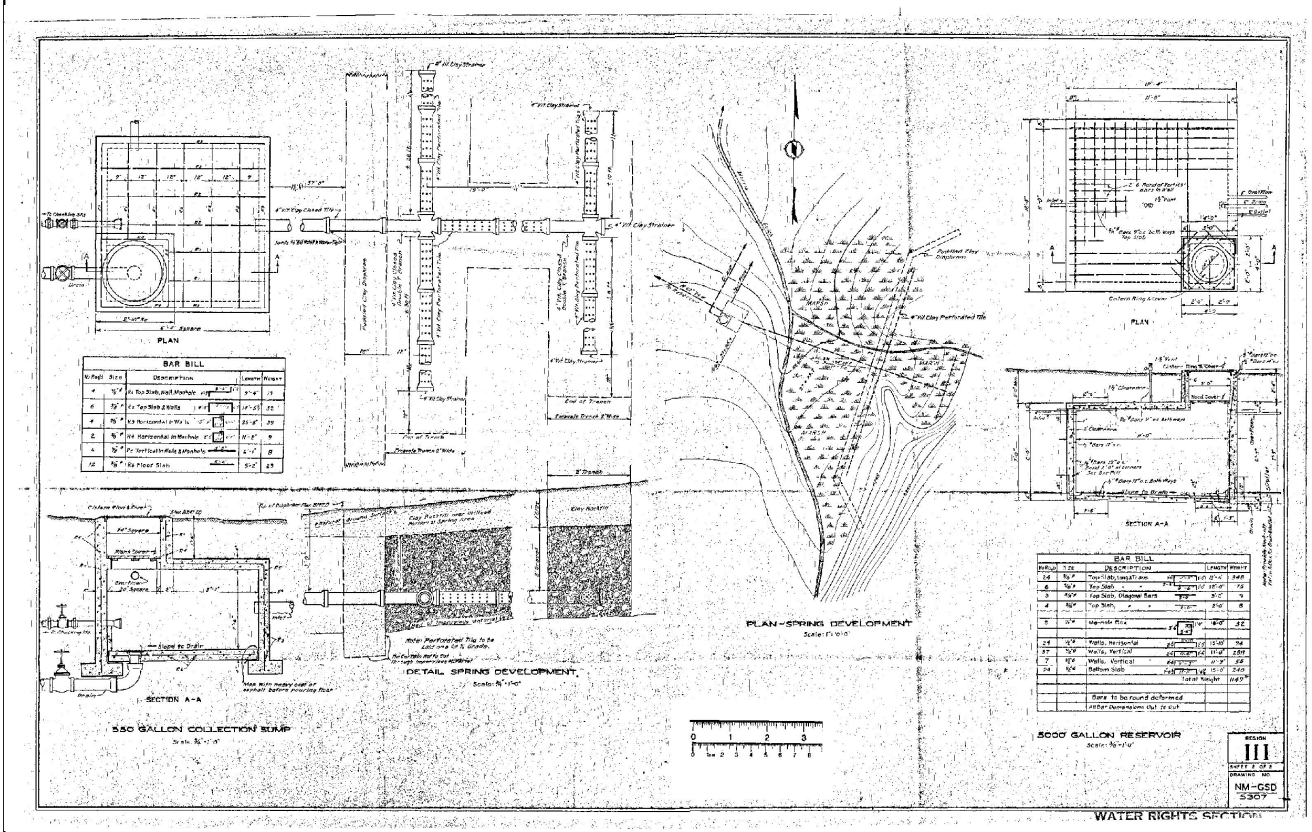

FUTURE PROPOSED
COMFORT STATION
NOT IN THIS CONTRACT
PROPOSED WATER LINE
EXISTING 50,000 GAL. CONC. RESERVOIR
CHECK VALVE
NOTE: 4 IN. CEMENT ASBESTOS PIPE TO BE BURIED 4 FEET BELOW GRADE
SCALE 1000 0 1000 2000 3000 FEET
UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DIVISION OF OPERATIONS
REGIONAL OFFICE
WATER AND SEWER SYSTEMS
MORRIS GULCH TO PICNIC AREA
GREAT SAND DUNES NATIONAL MONUMENT
APPROVED

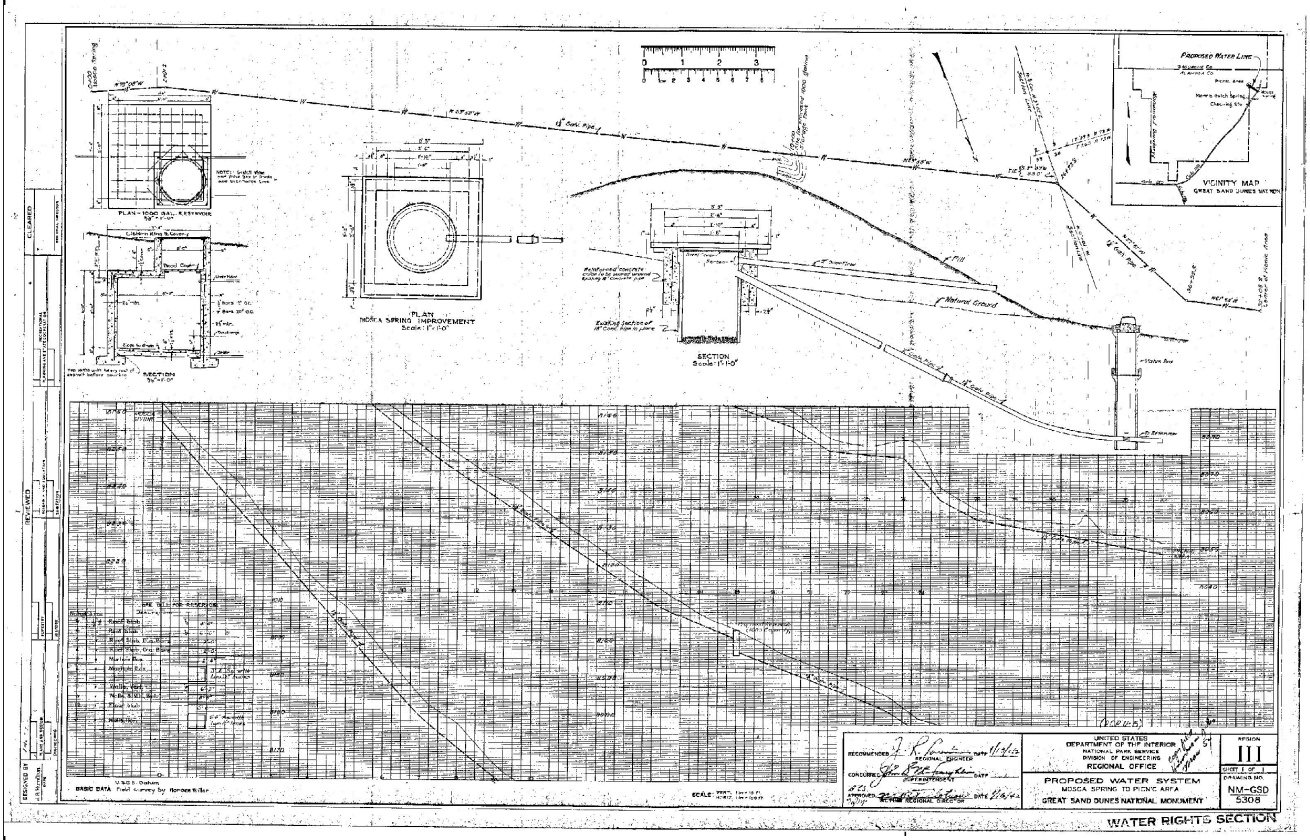

PLAN
FRONT VIEW
SECTION
PUMP HOUSE
DRAIN DETAIL
PLAN
ELEVATION
CONNECTION AT STA 38+96
UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
ENGINEERING BRANCH
WESTERN OFFICE, DIVISION OF DESIGN & CONSTRUCTION
WATER AND SEWER SYSTEMS
MORRIS GULCH TO PICNIC AREA
RECOMMENDED
APPROVED
6509 A


PLAN
SECTION A-A
1,000 Gal. SEPTIC TANK
SECTION A-A
SEEPAGE PIT
PLAN
SECTION
CONCRETE MANHOLE
TYPE - A
SECTION
PRECAST CONCRETE MANHOLE
TYPE - B
DETAIL OF AIR RELIEF VALVE MANHOLES
PLAN
HANDLE DETAIL
PLAN
SECTION
MANHOLE FRAMES & COVERS
WATER AND SEWER SYSTEMS
MORRIS GULCH PICNIC AREA
GREAT SAND DUNES NATIONAL MONUMENT
NM-GSD
5309-A

01-13-1942: proposed water system - morris gulch to checking station




PLAN
BAR BILL
PLAN-SPRING DEVELOPMENT
DETAIL SPRING DEVELOPMENT.
SECTION A-A
550 GALLON COLLECTION SUMP
5000 GALLON RESERVOIR
SECTION A-A
BAR BILL
REGION III
SHEET 2 OF 2
DRAWING NO.
NM-GSD 5309
WATER RIGHTS SECTION



Docket Information

Number of Documents in Docket 230

Documents Dated from 7/21/1914 to 1/6/1992

Docket Compiled: 6/2/2016