

See 433/532

Recorded at 4:07 o'clock P.M., August 1, 1968 Book 396  
Reception No. 241440 Chas. S. Keegan, Recorder. Page 39

THIS DEED, Made this 6th day of February  
in the year of our Lord one thousand nine hundred and sixty-seven  
between

JAMES V. QUIGLEY and DANIEL P. QUIGLEY

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

COLORADO MOUNTAIN JUNIOR COLLEGE DISTRICT

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

STATE DOCUMENTARY FEE

AUG 1 - 1968

Exempt

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of  
One Dollar and other good and valuable consideration-----~~FOUR 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 S or parcels of land, situate, lying and being  
in the County of GARFIELD and State of Colorado, to-wit:

Lots 4, 5, 6, 7, 8, 10 and 11 of Section 4, Township 7 South; Range  
88 West of the 6th P. M., containing 160.00 acres, more or less.

Provided always that the Grantors hereby except and reserve for  
themselves, their heirs, executors, administrators and assigns, all  
oil, gas and other minerals in, on or under the above-described  
lands, together with the right of entry to explore for and produce  
any such minerals.

Grantors also reserve title to all artifacts which may be discover-  
ed on or under said lands with the further right to enter upon said  
lands to excavate and explore, for such artifacts, an area not  
exceeding two (2) acres in extent, to be designated by Grantors.

In the exercise of said reserved rights to excavate for artifacts  
or to drill and explore for oil, gas and other minerals or to  
remove the same, the Grantors herein and their assigns are not to  
interfere with the use of any buildings theretofore erected upon  
said premises by the Grantee.

Grantors also reserve all their right, title and interest in a  
spring situated in said Lot 4, near the Northeast corner thereof,  
and the right to construct ditches or lay pipelines on the most  
feasible route to convey said water to adjoining lands now owned  
by Grantors.

The premises above described are conveyed to Grantee on condition  
that the same are to be used for a junior college and incidental  
purposes and if the Grantee, its successors or assigns, fails to  
use the same for a period of five (5) years or abandons the use  
of said lands for the purpose aforesaid, the title thereto and all  
rights hereby granted shall automatically and without further  
action revert to the Grantors, their heirs, executors, administra-  
tors and assigns.

By acceptance of this deed, the Grantee agrees to the conditions  
herein set forth and said conditions are hereby made covenants  
running with the land.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise  
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all  
the estate, right, title, interest, claim and demand whatsoever of the said 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, 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 enrolling and delivery of these presents they are well seised 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, except rights-of-way for roads, ditches and telephone lines as now constructed and in use, if any, and except reservations in the Patents from the United States covering the above-described lands;

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

*Daniel P. Quigley* [SEAL]  
*James V. Quigley* [SEAL]  
[SEAL]

STATE OF COLORADO,

County of GARFIELD } ss.

The foregoing instrument was acknowledged before me this 7th day of March, A. D. 1967, by JAMES V. QUIGLEY and DANIEL P. QUIGLEY.

My commission expires June 3, 1969. Witness my hand and official seal.



*Susan May Mitchell*  
Notary Public.

No. 241440

WARRANTY DEED

TO

STATE OF COLORADO } ss.  
County of *Garfield*

I hereby certify that this instrument was filed for record in my office this 15th day of *Aug.*, A. D. 1968, at 4:07 o'clock *P.* M., and duly recorded

In Book *300* Page *7*  
*Richard Kelgan*  
Recorder.

By \_\_\_\_\_ Deputy.

Fees, \$ *3.00* pd

Mail to: \_\_\_\_\_ (or return to) *STEVEN SPANGLER, sub 3*

Send future tax statements to:

