



Dedicated to protecting and improving the health and environment of the people of Colorado

Covenant Information:

Covenant Date 10/24/2014

Self Reporting

Media of Concern:

Surface Water:

Ground Water:

Air:

Soil:

Other:

Covenant ID RSNOT00013

Site Contact Information:

Owner Corp: Rio Grande County

Contact Name: Rose Vanderpool

Contact Address: 925 6th St

Contact City: Del Norte

Contact State: CO

Contact Zip: 81132

Contact Phone: 719-657-4003

Contaminants of Concern:

Metals, VOC's, Municipal solid wastes...

Property Restrictions:

- 1:** No grazing, digging, drilling, tilling, grading, excavation, construction.
- 2:** No use as athletic field, placing of any objects or structures on cover.
- 3:** No vehicular traffic except for authorized maintenance or repair of the cover.
- 4:** Irrigation of the Landfill cap is prohibited.
- 5:** Activities that may damage the landfill cover are prohibited.

Site Information:

ID:

Name: Monte Vista Landfill

Address: See Legal Description

City: Monte Vista

State: CO

Zip: 81135

Legal Description:

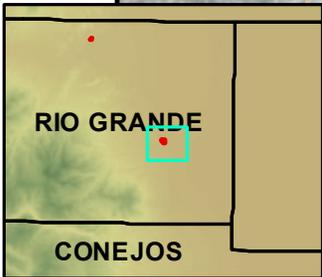
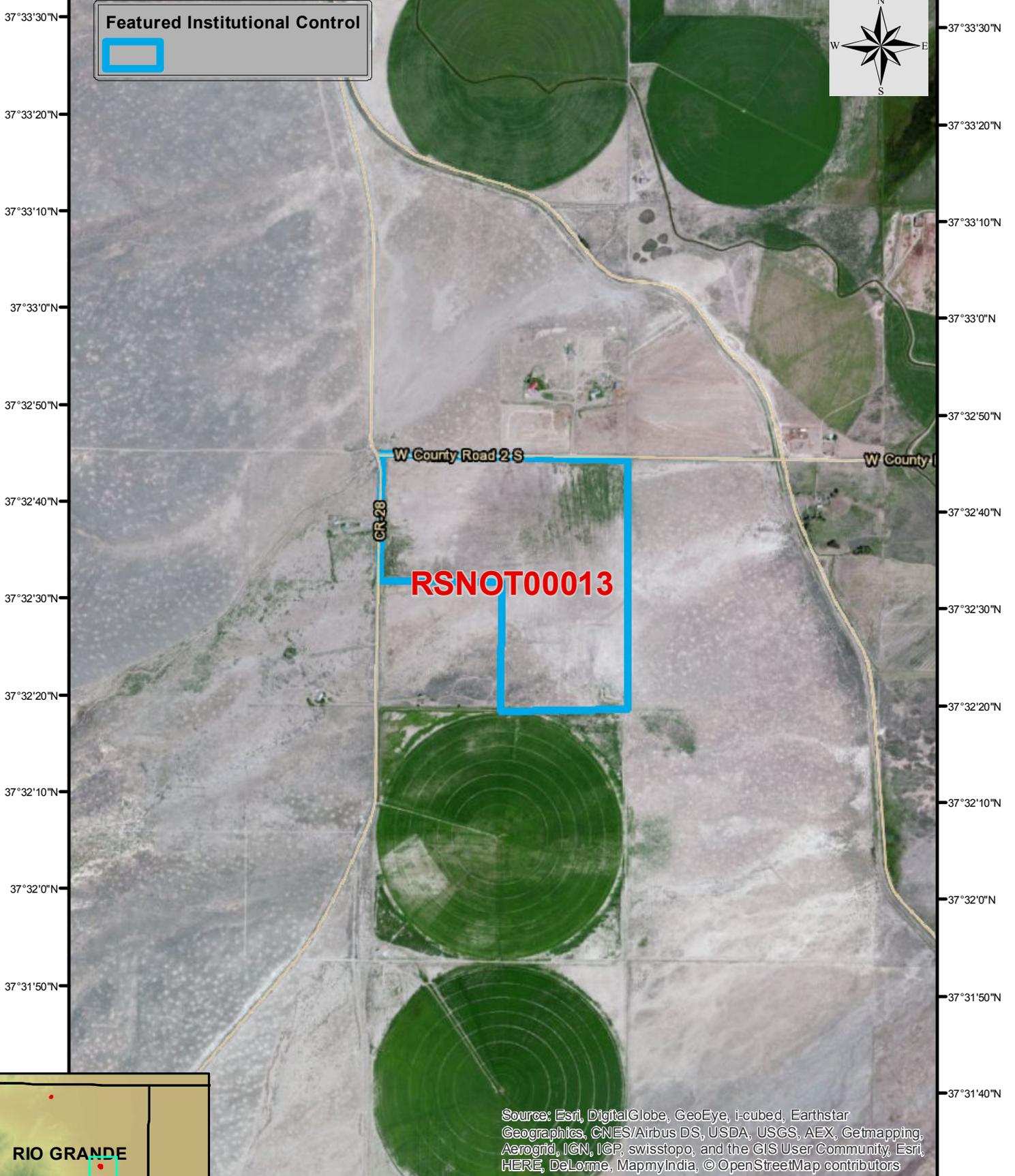
See Institutional Control

MONTE VISTA SOLID WASTE DISPOSAL



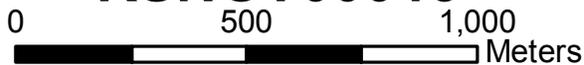
COLORADO
Hazardous Materials
& Waste Management Division
SECTION 14-11-101-10.1(2)(b) 2017

106°12'20"W 106°12'10"W 106°12'0"W 106°11'50"W 106°11'40"W 106°11'30"W 106°11'20"W 106°11'10"W 106°11'0"W 106°10'50"W 106°10'40"W 106°10'30"W



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar
Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping,
Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri,
HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors

RSNOT00013



**This property is subject to a
Notice of Environmental Use Restrictions
imposed by the
Colorado Department of Public Health and Environment
pursuant to section 25-15-321.5, Colorado Revised Statutes**

Notice of Environmental Use Restrictions

Instrument Book Page
201400422708 OR 572 1313

WHEREAS, Rio Grande County is the owner of certain property commonly referred to as "the Monte Vista Landfill", located approximately 3 miles southwest of the town of Monte Vista, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department"), which is located at 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530, is authorized to approve Notices of Environmental Use Restrictions (a/k/a "Restrictive Notices") pursuant to § 25-15-320(4)(a) of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.* ("CHWA"); and

WHEREAS, for purposes of indexing in the County Clerk and Recorder's office Grantor-Grantee index only, Rio Grande County shall be considered the **Grantor**, and the Colorado Department of Public Health and Environment shall be considered the **Grantee**. Nothing in the preceding sentence shall be construed to create or transfer any right, title or interest in the Property; and

WHEREAS, pursuant to the Colorado Solid Waste Disposal Sites and Facilities Act, § 30-20-101, *et seq.*, etc.]; the Property has been subject to post-closure requirements; and

WHEREAS, the purpose of this Restrictive Notice is to ensure protection of human health and the environment by maintain the integrity of the landfill cover; and

WHEREAS, Rio Grande County has requested that the Department approve this Restrictive Notice as provided in Article 15 of Title 25, Colorado Revised Statutes;

NOW, THEREFORE, the Department approves this Restrictive Notice pursuant to section 25-15-321.5. The Property described in Attachment A shall hereinafter be subject to the following requirements set forth in paragraphs 1 through 11 below, which shall be binding on Rio Grande County and all persons now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Restrictive Notice, the term OWNER means the then current record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

- 1) Use restrictions. The following uses are prohibited on the Property:
 - a. Activities that may damage the landfill cover are prohibited. Such activities include, but are not limited to, grazing, digging, drilling, tilling, grading, excavation, construction of any sort, use an athletic field, placing of any objects of structures on the cover, and vehicular traffic. Nothing in the preceding sentence shall prohibit the use of vehicles needed to perform any authorized maintenance or repairs on the cover.
 - b. Access to landfill cover is prohibited, except for authorized monitoring and maintenance activities.
 - c. Irrigation of the Landfill cap is prohibited.
 - d. OWNER shall maintain the existing fencing and entrance gate (s) in good order to restrict access to the landfill.
 - e. OWNER shall maintain the landfill cover so as to minimize erosion and shall promptly repair any erosion that does occur.

- 2) Modifications. This Restrictive Notice shall remain and continue in full force and effect unless modified or terminated in accordance with this paragraph and pursuant to C.R.S. § 25-15-321.5 or any successor statute. OWNER may request that the Department approve a modification or termination of the Restrictive Notice. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Restrictive Notice will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Restrictive Notice shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:
 - a) a proposal to perform additional remedial work;
 - b) new information regarding the risks posed by the residual contamination;
 - c) information demonstrating that residual contamination has diminished;
 - d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and,
 - e) other appropriate supporting information.

- 3) Conveyances. OWNER shall notify the Department at least fifteen (15) days prior to any conveyance of any interest in any or all of the Property. Thirty (30) days after any conveyance, OWNER shall provide the Department with a copy of the recorded deed transferring any interest in any or all of the Property and provide the name, mailing address and telephone number of the new OWNER. If the entire interest is not conveyed, OWNER shall provide an improvement survey plat that shows the property being conveyed.

- 4) Notice to Lessees. OWNER agrees to incorporate either in full or by reference the restrictions of this Restrictive Notice in any leases, licenses, or other instruments granting a right to use the Property.

- 5) Notification for proposed construction and land use. OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.

6) Inspections. The Department, including its authorized employees, agents, representatives and independent contractors, shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Restrictive Notice. Nothing in this Restrictive Notice shall impair any other authority the Department may otherwise have to enter and inspect the Property.

7) Third Party Beneficiary. The OWNER of the Property is a third party beneficiary with the right to enforce the provisions of this Restrictive Notice as provided in § 25-15-322, C.R.S.

8) No Liability. The Department does not acquire any liability under State law by virtue of approving this Restrictive Notice.

9) Enforcement. The Department may enforce the terms of this Restrictive Notice pursuant to §25-15-322. C.R.S. Rio Grande County may file suit in district court to enjoin actual or threatened violations of this Restrictive Notice.

10) Owner's Compliance Certification. OWNER shall execute and return a certification form provided by the Department, on an annual basis, detailing OWNER's compliance, and any lack of compliance, with the terms of this Restrictive Notice.

11) Severability. If any part of this Restrictive Notice shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

12) Notices. Any document or communication required under this Restrictive Notice shall be sent or directed to:

Solid Waste permitting Unit
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

The Board of County Commissioners of Rio Grande County has caused this instrument to be executed this 29 day of October, 2014 by _____

Accepted by the Colorado Department of Public Health and Environment this 12th day of November, 2014

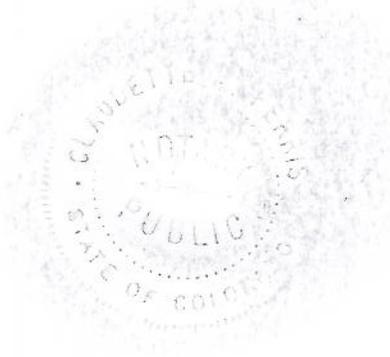
By: Gary W. Baughman

Title: Director, HMWMT

The foregoing instrument was acknowledged before me Environment this 12 day of November, 2014 by GARY W BAUGHMAN on behalf of the Colorado Department of Public Health and Environment.

Claudette M. Ferris October 21, 2015
Notary Public My Commission Expires

4300 Cherry Creek Dr So
Address
Denver, CO 80246



ATTACHMENT "A"
to the
Notice of Environmental Use Restrictions



RIO GRANDE MINERAL TITLE, LLC

OWNERSHIP AND ENCUMBRANCE REPORT

File No. 00074872

Prepared for: Rio Grande County
925 6th St., Room 208
Del Norte, CO 81132

Rio Grande Mineral Title, LLC hereby states that according to the records in the office of the County Clerk and Recorder of Rio Grande County, Colorado, the following described land to wit:

Parcel 1: NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 38 North, Range 7 East, N.M.P.M., Rio Grande County, Colorado.

Parcel 2: SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 38 North, Range 7 East, N.M.P.M., Rio Grande County, Colorado.

Parcel 3: NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 38 North, Range 7 East, N.M.P.M., Rio Grande County, Colorado.

seems to stand in the name(s) of: Rio Grande County

Vesting

Treasurer's Deed from Rio Grande County Treasurer to Rio Grande County, dated September 20, 1939, and recorded September 20, 1939 in Book 145 at Page 215 under Reception No. 125100. (Parcel 1)

Treasurer's Deed from Rio Grande County Treasurer to Rio Grande County, dated May 7, 1940, and recorded May 7, 1940 in Book 145 at Page 242 under Reception No. 127777. (Parcel 2)

Treasurer's Deed from Rio Grande County Treasurer to Rio Grande County, dated January 28, 1959, and recorded February 10, 1959 in Book 257 at Page 27 under Reception No. 195490. (Parcel 3)

Liens or Encumbrances
None

Judgments
None

Matter of Interest
None

This report reflects only a supplemental check of the subject property. It is not to be construed as insuring the validity of the enforceability of the documents recited herein and should not be construed as a commitment or a policy of title insurance or as a title opinion. For questions concerning a legal opinion consult legal counsel. No representations are made concerning other types of instruments, including, but not limited to protective and/or restrictive covenants, easements and rights-of-way. The current status of general and/or special taxes has not been checked.

The liability of Rio Grande Mineral Title, LLC, is limited to the actual amount charged for this report.

Effective Date: June 10, 2014 at 8:00 A.M.

RIO GRANDE MINERAL TITLE, LLC

Dave Dineen

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE Colorado Division of Insurance Regulations 3-5-1 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

First American Title Insurance Company

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-123(5)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

RIO GRANDE MINERAL TITLE, LLC

Agent for First American Title Insurance Co.
580 Columbia - P.O. Box 489 - Del Norte, CO 81132
(719) 657-3366 - FAX (719) 657-2395

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PRIVACY POLICY

We Are Committed to Safeguarding Customer Information.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



RIO GRANDE MINERAL TITLE, LLC

June 23, 2014

RE: Ownership & Encumbrance Report #74872
Prepared for Rio Grande County

To Whom It May Concern:

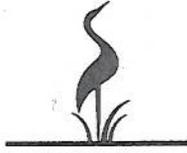
Rio Grande Mineral Title, LLC has prepared an Ownership and Encumbrance Report for property owned by Rio Grande County. There do not appear to be any covenants, easements or rights-of-way relating to the property as described in Ownership and Encumbrance Report #74872.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Amanda B. Price". The signature is written in dark ink and is positioned above the printed name.

Amanda B. Price
Rio Grande Mineral Title



RIO GRANDE MINERAL TITLE, LLC

August 27, 2014

RE: Ownership & Encumbrance Report #74872

Prepared for Rio Grande County

To Whom It May Concern:

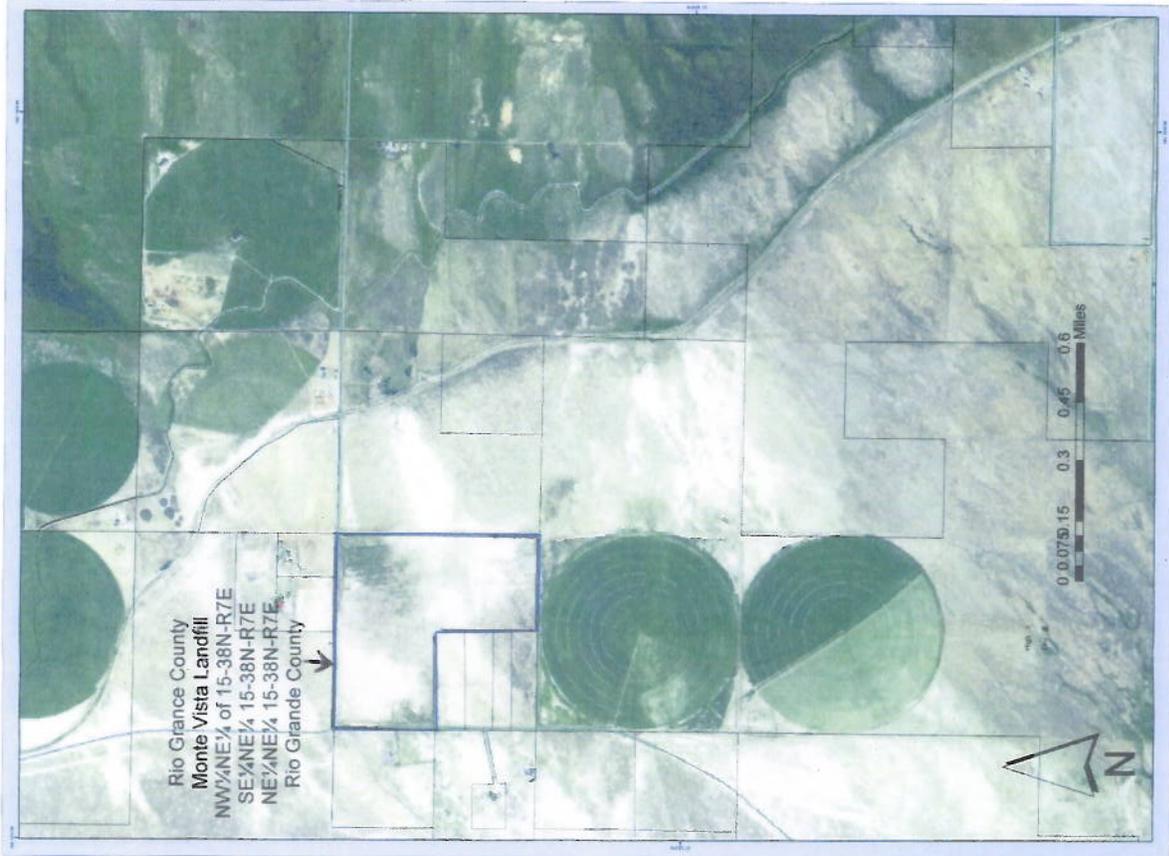
On June 23, 2014 Rio Grande Mineral Title, LLC provided an Ownership and Encumbrance Report for property owned by Rio Grande County. A supplemental search was performed and there do not appear to be any covenants, easements or rights-of-way relating to the property as described in Ownership and Encumbrance Report #74872.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Amanda B. Price".

Amanda B. Price
Rio Grande Mineral Title



#195490 filed for record at 3:00 P.M. February 10, 1959. C. H. Dickerson Recorder.

3014-Reviced. TREASURER'S DEED--Our West Printing and Stationery Co. Colorado Springs, Colo.

Know all Men by these Presents, That, whereas, the following described real property, viz:

The NE 1/4 of the NE 1/4 of Section 15, Township 38 North, Range 7 East, New Mexico Principal Meridian, situated in the County of Rio Grande and State of Colorado, was subject to taxation for the year A. D. 1948

And, Whereas, The taxes assessed upon said property for the year 1948 remained due and unpaid at the date of the sale hereinafter named;

And, Whereas, The Treasurer of the said County did, on the 12th day of December A. D. 1949,

by virtue of the authority vested in him by law, at an adjourned sale, the sale began and publicly held on the 14th day of

December A. D. 1949, expose to public sale at the office of the Treasurer in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the real property above described for the payment of the taxes, interest and costs then due and remaining unpaid on said property;

And, Whereas, At the time and place aforesaid of the County of Rio Grande and State of Colorado, bid on all of the above described property the sum of \$100.00 Dollars, being the whole amount of taxes, interest and costs then due and remaining unpaid upon said property for said year, and the said

having offered in his said bid to accept interest upon the said sum at the rate of 6 per cent. per annum for the first six months, and at the rate of 12 per cent. per annum for the next six months, and thereafter at the rate of 12 per cent. per annum, and the said rate of interest being the lowest rate of interest at which any person offered to pay the said taxes, interest and costs so due upon said property for said year, and payment of the said sum having been made by him to the said Treasurer, the said property was stricken off to him at that price.

And, Whereas, The said Treasurer, on the 14th day of December A. D. 1949, duly assign the certificate of the sale of the property as aforesaid, and all his rights, title and interest in said property, to the County of Rio Grande and State of Colorado.

And, Whereas, The said Treasurer, on the 14th day of December A. D. 1949, duly assign the certificate of the sale of the property as aforesaid, and all his rights, title and interest in said property, to the County of Rio Grande and State of Colorado.

And, Whereas, At the sale so had as aforesaid by the Treasurer, no bids were offered or made by any person or persons for the said property, and no person or persons having offered to pay the said taxes, interest and costs upon the said property for said year, and the Treasurer having become satisfied that no sale of said property could be had, therefore the said property was, by the then Treasurer of the said County, stricken off to the said County, and a certificate of sale No. 2361 was duly issued therefor to the said County in accordance with the statute in such case made and provided.

And, Whereas, The said County of Rio Grande, acting by and through its County Treasurer, and in conformity with the order of the Board of County Commissioners of the said County, duly entered of record on the 6th day of October A. D. 1958, the said day being one of the days of a regular session of the Board of County Commissioners of the said County, did duly assign unto the County of Rio Grande, and all its rights, title and interest in said property held by virtue of said sale, the certificate of sale of said property, so issued as aforesaid to said County, and all its rights, title and interest in said property held by virtue of said sale.

And, Whereas, More than three years have elapsed since the date of the said sale and the said property has not been redeemed therefrom as provided by law;

And, Whereas, The said property was assessed for said year, at a sum of less than one hundred dollars;

And, Whereas, All the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully complied with, and are now of record, and filed in the office of the County Treasurer of said County;

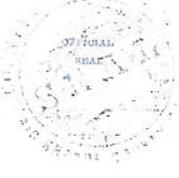
Now Therefore, I, W. R. Lapse, Treasurer of the County aforesaid, for and in consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained and sold, and by these presents do grant, bargain and sell the above and foregoing described real estate unto the said Rio Grande County

his heirs and assigns, forever, subject to all the rights of redemption by minors, insane persons or idiots, provided by law.

In Witness Whereof, I, W. R. Lapse, Treasurer as aforesaid, have hereunto set my hand and seal this 28th day of January A. D. 1959

W. R. Lapse, Treasurer

*Strike out in accordance with fact.



STATE OF COLORADO,

County of Rio Grande

I hereby certify that before me C. H. Dickerson, County Clerk in and for said County, personally appeared the above named W. H. Lease Treasurer of said County, personally known to me

to be the Treasurer of said County, at the date of the execution of the above conveyance, and to be the identical person whose name is affixed to the foregoing deed, and who executed the above conveyance as Treasurer of the said County and who acknowledged the execution of the same to be his voluntary act and deed as Treasurer of said County, for the purposes therein expressed

Given under my hand and official seal this 22th day of January, A. D. 1959.

My commission expires _____



[Signature]
County Clerk & Recorder.

145
242

5/7/40

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127777

TREASURER'S DEED—Law of 1903—The O. F. Powell Bank Bldg & Life, Co., Denver, Colo. 80202

Know all Men by these Presents, That, whereas, the following described real property, viz:

SE 1/4 NE 1/4 15-38-7

County of Rio Grande and State of Colorado, was subject to taxation for the year A. D. 1937, situated in the

And, Whereas, the taxes assessed upon said property for the year 1937 interest remained due and unpaid at the date of the sale hereinafter named;

And, Whereas, The Treasurer of the said County did, on the 11th day of January A. D. 1938, by virtue of the authority vested in him by law, at an adjourned sale, the sale began and publicly held on the 5th day of December A. D. 1936, expose to public sale at the office of the Treasurer, in said County, in accordance with the requirements of the statute in such case made and attached, the real property above described for the payment of the taxes, interest and costs then due and remaining unpaid on said property;

And, Whereas, At the aforesaid public sale, the said property was sold to the highest bidder, to-wit: _____ of the County of _____ and _____ of _____ bid on all of the above described property the sum of _____ Dollars, being the whole amount of taxes, interest and costs then due and remaining unpaid upon said property for said year _____ and the said _____

having offered in his said bid to accept interest upon the said sum at the rate of _____ per cent. per annum for the first six months, and at the rate of _____ per cent. per annum for the next six months, and thereafter at the rate of _____ per cent. per annum, and the said _____ being the lowest rate of interest at which any person offered to pay the said taxes, interest and costs on the said property for said year _____ and payment of the said sum having been made by him to the said Treasurer, the said property was sold to him at that price;

And, Whereas, The said _____ duly assign the certificate of the sale of the property as aforesaid, and all its rights, title and interest in said property, to _____ of the County of _____

And, Whereas, At the sale so held as aforesaid, by the Treasurer, no bids were offered or made by any person or persons for the said property, and no person or persons having offered to pay the said taxes, interest and costs upon the said property for said year _____ and the Treasurer having become satisfied that an sale of said property could be had, therefore the said property was, by the then Treasurer of the said County, resold to the said County, and a certificate of sale was duly issued therefor to the said County in accordance with the statute in such case made and provided;

And, Whereas, The said County of _____ in conformity with the order of the Board of County Commissioners of the said County, duly entered of record on the _____ day of _____ A. D. 1937, the said day being one of the days of a regular session of the Board of County Commissioners of the said County, did duly assign to _____ the certificate of sale of said property, so issued as aforesaid to said County, and all its rights, title and interest in said property held by virtue of said sale;

And, Whereas, The said _____ subsequent to the sale hereinafter named, has not been released therefrom as provided by law;

And, Whereas, The said property was assessed for said year _____ at a sum of _____ that one hundred dollars;

And, Whereas, All the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully complied with, and are now of record, and filed in the office of the County Treasurer of said County;

Now, Therefore, I, H. G. M. Chace Treasurer of the County aforesaid, for and in consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, conveyed and sold, and by these presents do grant, bargain and sell the above and foregoing described real estate unto the said Rio Grande County

to the said _____, forever, subject to all the rights of redemption by minors, insane persons or idiots, provided by law.

In Witness Whereof, I, H. G. M. Chace Treasurer as aforesaid, by virtue of the aforesaid, have hereunto set my hand and seal this 7th day of May A. D. 1940

STATE OF COLORADO,
County of Rio Grande

I hereby certify that before me W. S. Mitchell County Clerk and Recorder personally appeared the above named _____ in and for said County,

he the Treasurer of said County, at the date of the execution of the above conveyance, and to be the identical person whose name is affixed to the foregoing deed, and who executed the above conveyance as Treasurer of the said County and who acknowledged the execution of the same to be his voluntary act and deed as Treasurer of said County, for the purposes therein expressed.

Given under my hand and Official seal and the 7th day of May A. D. 1940

County Treasurer Seal

County Clerk & Recorder Seal

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