

Mineral Rights Certification

C.R.S. 24-65.5-101, et seq.

The applicant shall check the following boxes as applicable:

- The owner(s) of mineral estate has been identified
- The mineral estate owner(s) has filed a request for notification form
- The mineral estate owner(s) has recorded an instrument satisfying an applicable dormant mineral interest act
- No mineral estate owner(s) was found
- Mineral estate owner(s) waived the right to notice in writing to the Applicant.

If a mineral estate owner(s) exists, unless the mineral estate owner(s) has waived in writing a right to notice, a Notice shall be sent by first class mail to the mineral estate owner and the City of Fountain no less than thirty (30) days prior to the initial public hearing. The Notice shall include:

- Time and place of initial public hearing
- Nature of hearing
- Location of property and subject of hearing
- Name of applicant
- Name and address of mineral estate owner

Applicant shall certify and provide the following:

- Notice was sent to mineral estate owner(s) no less than thirty (30) days prior to initial public hearing (do not count day of mailing in thirty (30) day calculation)
- Notice was sent to City of Fountain Planning Department no less than thirty (30) days prior to initial public hearing (do not count day of mailing in thirty (30) day calculation).
- Copy of notification attached.
- Notary Certification sheet attached.

This Deed, Made this TENTH day of JUNE in the year of our Lord

one thousand nine hundred and FIFTY-FOUR between

CLEM D. LUNAS and DOROTHY L. LUNAS

of the County of El Paso and State of Colorado, of the first part, and

EUGENE W. HIATT and EDRICE L. HIATT

of the County of El Paso 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 ONE DOLLAR and other good and valuable consideration-----DOLLARS, to the said parties of the first part in hand paid by the said parties 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 parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit: The Northeast quarter of Section 21,

The Northwest quarter and that portion of the Southwest quarter of the Northeast quarter lying West of the Denver and New Orleans Railroad lying Section 22 in Township 15 South, Range 65 West of

the 6th P.M., El Paso County, Colorado; together with water and water rights, represented by 50 shares of stock of the Fountain Mutual Irrigation Company (conveyed by certificate), together with all ditches and ditch rights-of-way, used for the irrigation of the above described land. Reserving to the grantors an undivided 1/2 of all oil, gas, and mineral rights, but providing that annual rental hereafter to be paid by J. Monte Hayner, Jr., under oil and gas lease dated 2-1-54, and all subsequent leases, shall be paid to grantees, except that, in the event said rental should exceed \$1.00 per acre all in excess of \$1.00 per acre shall be divided equally between grantor and grantee. Subject to all rights-of-way for irrigation ditches and laterals. Also subject to right-of-way for road of 30 feet on the North side of the Northeast quarter of Section 21 and Northwest quarter of Section 22 above described. And subject to right-of-way for county roads, subject to special agreement recorded in Book 606, Page 542, for rights-of-way on or across the above described land, and subject to the right-of-way grant to Ford, Bacon, and Davis, Inc., recorded in Book 798 at Page 150 of records of El Paso County, Colorado.

Together with all and singular the hereditaments and appurtenances therunto 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 parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor forever. And the said parties of the first part, for THEM SELVES, heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, that at the time of the ensembling and delivery of these presents, well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except 1954 taxes and Trust deed of record.

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, 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 hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in the Presence of



Clem D. Lunas Dorothy L. Lunas

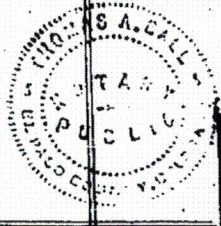
Seal Seal Seal

STATE OF COLORADO, County of El Paso. The foregoing instrument was acknowledged before me this 10th day of June, 1954, by CLEM D. LUNAS and DOROTHY L. LUNAS

Witness my hand and official seal. Commission expires June 10, 1956

Thomas A. Bull Notary Public

Print name and also office or capacity and for whom acting.



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