6/27 1919 for 19

Cert. 3113
Fitz & March, Ltd.

Fitz for

Chas. J. Fitzsimmons
C. J. Fitzsimmons

Cert. 3113 for 19 shares
issued 6/27/1919 to C. J. Fitzsimmons
Fried M. Marsh.

Cert. 3399 for 4 shares
issued 2/5/1925 to C. J. Fitzsimmons.
January 20, 1976

Mr. G. Wayne Ballah
P. O. Box 332
Fort Collins, Co. 80521

Re: Ona M. Quasebarth/Consolidated Home
Supply Ditch and Reservoir Company

Dear Mr. Ballah:

I delivered today all the documents concerning the Ona Quasebarth stock to Mr. Keirnes. After examining the trust instrument, it appears that there may be some possibility that the stock is subject to Colorado Inheritance Tax.

Therefore, I have advised Mr. Keirnes to reissue the stock to the First National Bank as Trustee when you deliver an Inheritance Tax Release for this stock as well as the lost document bond in the total amount of $138,000.00.

I presume that whoever did the estate proceedings would have access to the Inheritance Tax Release. If you have any questions, please contact Mr. Keirnes or me.

Sincerely,

Randolph W. Starr

RWS/jd

cc: Mr. W. R. Keirnes
Mr. W. R. Keirnes
Secretary & Manager
The Consolidated Home Supply
Ditch & Reservoir Company
Star Route Box 450
Loveland, Colorado 80537

23 sh.
February 10, 1976

Mr. G. Wayne Ballah, CLU
P.O. Box 676
Fort Collins, Colorado 80521

Dear Mr. Ballah:

In Re: FIRST NATIONAL BANK, Fort Collins, Colorado, Trustee of the Ona F. Quasebarth Declaration of Trust, dated January 11, 1973

Attorney Randolph W. Starr, Associated with the Law firm of CROSS, CHRISTENSEN & PRICE of Loveland, Colorado, has approved the information which you recently forwarded concerning the Ona F. Quasebarth estate. The Consolidated Home Supply Ditch & Reservoir Company thus has been satisfied that a new certificate for 2.3 shares may be issued in accordance to the reference at the head of this letter.

Still lacking however, is the receipt of a Lost Document Bond in the amount of $138,000.00, naming THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY as beneficiary.

The stock transfer fee is $5.00 per new certificate issued, payable to the Home Supply Secretary.

Very truly yours,

W. R. Keirnes, Secretary
THE CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO.
Nov. 25, 1975

Mr. W. R. Keirnes, Sec'y & Mgr.,
The Consolidated Home Supply Ditch & Reservoir Co.,
Star Route Box 450,
Loveland, Colo. 80537

Dear Mr. Keirnes:

Re: Ona M. Quasebarth
Water

When I talked with you in regard to the lost certificate in connection with Ona M. Quasebarth, you advised me that a certificate for 23 shares had been issued and was outstanding.

I would appreciate it if you would advise me that there is outstanding certificate No.? for 23 shares that was issued in the name of ? on such and such a date. And would you also please advise me what you will require in the way of a transfer of this to the present owner, which is the 1st National Bank of Fort Collins, Colo. under a trust agreement.

You also stated that you would need a lost bond, but you did not advise me in what amount or kind. If you will do this I will try and see that the records are brought up to date and a new certificate is issued.

Thanking you for this, I am,

Yours very truly,

Ona F. Quasebarth & Co.

G. Wayne Ballah, Partner
Mr. W. R. Keirnes, Sec't & Mgr  
Star Route Box 450  
Loveland, Colo. 80537

Enc. Home Supply reply  2-10-76
December 19, 1975

Mr. G. Wayne Ballah
P. O. Box 332
Fort Collins, Co. 80521

File reference: Ona M. Quasebarth/Consolidated Home Supply Ditch and Reservoir Company

Dear Mr. Ballah:

Mr. Keirnes, Secretary and Manager of the Consolidated Home Supply Ditch and Reservoir Company has given your letter of November 25 to me concerning your request for the issuance of a certificate concerning the Estate of Ona M. Quasebarth.

Mr. Keirnes has advised me that the records of the Company indicate that C. J. Fitzsimons and F. M. Marsh held as joint tenants Certificate No. 3113 for 19 shares, and that C. J. Fitzsimons owned Certificate No. 3399 for 4 shares. Further, there is in the records of the Company a letter signed by Fred M. Marsh dated May 4, 1936, advising that he has sold to C. J. Fitzsimons all of his interest in and to all shares of stock that he held at that time in the Company. I enclose photocopies of the stock ledger and of that letter for your information.

The records of the Company do not disclose that Mr. Fitzsimons surrendered Certificate No. 3113 for reissuance to him in his own name. I am advised by Mr. Keirnes that Ona Quasebarth was the sole heir of C. J. Fitzsimons, and that apparently she would have succeeded to all of his interest.

Therefore, with these facts, it would appear that a number of requirements must be satisfied before the stock could be transferred to the heirs of Ona Quasebarth. The Company would first require you to examine the records of the Clerk and Recorder of Larimer County for a recorded deed or transfer of real estate including F. M. Marsh's interest in and to Certificate No. 3113 for 19 shares. Normally, in the transfer of such real estate, the stock which would
irrigate that land would be included. Additionally, the Company would require certified copy of all pertinent estate proceedings for C. J. Fitzsimons' estate, which documents would show that Ona Quasebarth succeeded to his interest to the stock. Additionally, we would require all pertinent documents concerning the estate of Ona Quasebarth showing the disposition of her estate. Finally the Company would require a lost document bond showing a value for insuring the Company in the amount of $6,000.00 per share.

In the event that a recorded deed showing the transfer of the stock from Marsh to Fitzsimons is not discovered, then the Company would additionally require an indemnification agreement signed by each of the heirs of Ona Quasebarth which would indemnify the Company against any and all loss incurred as a result of the reissuing of the stock in their names, which would protect the Company in all respects from the heirs of F. M. Marsh or from any other person who may have an interest in that stock.

In the event other facts are disclosed of which I am not aware, additional requirements may be made, and if you have further questions concerning any of the matters which I have mentioned, I would be happy to talk to you about them. When you have accumulated all of the requirements, I believe that it would be best if you delivered them to our office for examination of their sufficiency, at which time we will advise Mr. Keirnes concerning the reissuance of that stock.

Sincerely,

Randolph W. Starr

RWS:vla
Enclosures
March 1, 1976

G. Wayne Ballah, CLU, Agent  
P. O. Box 676  
Fort Collins, Co. 80521

Re: Consolidated Home Supply Ditch/Ona F. Quasebarth

Dear Mr. Ballah:

I received the photocopies you sent to me of your letter to Mr. Keirnes dated February 26 and Mr. Keirnes' letter to you of February 10.

I have examined the citations to §7-42-113, C.R.S. 1973, concerning lost certificates. You will notice that that section states: "Any owner of capital stock, as shown by the records of a corporation organized and existing under the laws of the State of Colorado, entitling the stockholder to the services of a ditch or to the use of water subject to the payment of assessments...whose stock certificate has been lost...may have a duplicate certificate issued in accordance with Sections 7-42-113 to 7-42-117." You will note that the underlined portion of that statute only applies to the situation where the "owner" has had his certificate lost. Furthermore, that owner must be shown on the records of the corporation. Since Mrs. Quasebarth's name was not shown on the records, then this particular statutory procedure does not apply to this situation.

Therefore, I believe when you furnish Mr. Keirnes the lost document bond which he required in his letter of February 10, the new certificate may be issued upon payment of the transfer fee.

If you have any questions, please contact me.

Sincerely,

Randolph W. Starr

RWS:vla

CC: W. R. Keirnes
Mr. W. R. Keirnes, Secretary  
The Consolidated Home Supply Ditch and Reservoir Co.,
Star Route, Box 450
Loveland, Colo.

Dear Mr. Keirnes,

Re: Your letter of 2/10/76
Copy enclosed.

Thanks for your letter of February 10, 1976 in regard to the lost certificate for 23 shares of stock in the Consolidated Home Supply Ditch and Reservoir Co., that is now owned by the First National Bank, Fort Collins, Colo., Trustee of the Ona F. Quasebarth Trust.

I would like to call to your attention the Colorado Revised Statutes 1973 7-42-115, in regard to duplicate certificates, issued, when, in accordance with sections 7-42-114 to 7-42-117.

In view of the fact that the assessment on this stock has been paid, by the owners of this land by more than 40 years, I wonder if your Board would take the position that they could issue this stock at this time, after the publication as outlined in 7-42-115. As there is no doubt about the ownership of the certificates.

We would like to advise you that the stock certificates have been lost and we would like to have duplicate certificate issued.

Thanking you for your reply, I am,

Yours very truly,

G. Wayne Ballah, C. L. U.

GWB/are
Copy enclosed
cc to Mr. Starr.
Mr. G. Wayne Ballah, CLU
P.O. Box 676
Fort Collins, Colorado 80521

Dear Mr. Ballah:

In Re: FIRST NATIONAL BANK, Fort Collins, Colorado, Trustee of the Cna F. Quasebarth Declaration of Trust, dated January 11, 1973

Attorney Randolph W. Starr, Associated with the Law firm of CROSS, CHRISTENSEN & PRICE of Loveland, Colorado, has approved the information which you recently forwarded concerning the Cna F. Quasebarth estate. The Consolidated Home Supply Ditch & Reservoir Company thus has been satisfied that a new certificate for 23 shares may be issued in accordance to the reference at the head of this letter.

Still lacking however, is the receipt of a Lost Document Bond in the amount of $138,000.00, naming THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY as beneficiary.

The stock transfer fee is $5.00 per new certificate issued, payable to the Home Supply Secretary.

Very truly yours,

W. R. Keirnes, Secretary
THE CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO.

W.R/KK
Mr. W. R. Keirnes, Secretary
Consolidated Home Supply Ditch and Reservoir Co.
Star Route Box 450
Loveland, Colo.
IN THE COUNTY COURT

STATE OF COLORADO,

County of Larimer

IN THE MATTER OF THE ESTATE OF

CHARLES J. FITZSIMONS, ALSO KNOWN AS

C. J. FITZSIMONS,

DECEASED.

Decree of Final Settlement

And now on this day comes Ona Mae Quasebarth, Administratrix of the Estate of Charles J. Fitzsimons, deceased, and presents to the Court a final report of her acts and doings as such, asking that the same be approved and that she be discharged and said estate decreed to be fully administered according to law.

And it appearing to the Court, from the records and files herein, and the Court doth find that Charles J. Fitzsimons departed this life on or about the 20th day of March, A.D. 1951; and thereafter Ona Mae Fitzsimons was duly appointed Administratrix of said Estate.

And it further appearing to the Court and the Court doth find that a notice to claimants to file claims against said Estate was published in the manner and as required by law, and that all claims presented for allowance have been allowed by the Court and said claims and all costs of administration and inheritance taxes have been paid.

And the Court doth further find that the statutory period for filing claims has elapsed and that there has been published, in the manner and as required by law, a notice that said final report would be presented for final settlement on Monday, the 21st day of July, A.D. 1952., and that the hearing thereon was regularly continued to this date.

And it appearing from said report, and the Court doth find, that said Administratrix has received, for and on behalf of said Estate, the sum of $295,745.73, and expended the sum of $254,295.82, leaving in her hands the sum of $30,445.73, to be distributed to the following named heirs at law, to wit:

To Ona F. Quasebarth, Daughter of said deceased the sum of $..............

It is further ordered, adjudged and decreed by the Court that said Ona Mae Quasebarth, as Administratrix of said Estate is hereby authorized to assign, transfer and set over to said Ona F. Quasebarth, all corporate stocks, bonds, personal and other property standing in the names of Charles J. Fitzsimons, C. J. Fitzsimons or in her name as Administratrix.

And the Court doth further find that said Ona Mae Quasebarth, as Administratrix, has faithfully administered the estate of said deceased which has come to her hands and has fully performed her duties as such and as provided by law.

It is therefore Ordered, Adjudged and Decreed that the said final report and all acts and doings of said Administratrix, in and about the administration of the said Estate be, and the same are hereby by all things fully ratified, confirmed and approved by the Court, and the said Ona Mae Quasebarth is further ordered to distribute the money in her hands, to the above named parties respectively, or to their legal representatives, in the amounts as above set forth, and having so distributed the same and having filed proper receipts therefor in this Court, that she may be discharged and her bondsmen released from further liability in the premises.

Done in open Court this day of November, A.D. 1952.

BY THE COURT,

TRANSFERRED FROM DISTRICT COURT FROM COUNTY COURT

CHAP. 45, ART. 6, SEC. 70 & 71, S.S. LAWS OF COLO. 1954

*Erase according to fact.
IN THE MATTER OF THE ESTATE OF
CHARLES J. FITZSIMONS, ALSO KNOWN AS
C. J. FITZSIMONS,
Deceased

IN THE COUNTY COURT.
No. 5817

STATE OF COLORADO,
County of Larimer

IN THE MATTER OF THE ESTATE OF
CHARLES J. FITZSIMONS, ALSO KNOWN AS
C. J. FITZSIMONS,
Deceased

Now on this day comes Ona Mae Quasebarth, nee Ona Mae Fitzsimons,
and thereupon the petition for the ascertainment and determination of the heirs of the said deceased coming on regularly to be heard pursuant to order of Court. And the Court finds from the records and files herein that due and sufficient notice of the hearing on said petition has been given as provided by law. And the Court being sufficiently advised in the premises, doth

Find, Ascertain and Determine that said deceased died on or about the 20th day of March, A. D. 1951, and that the sole and only heir at law of said deceased, and their interest in said estate, is as follows, to wit:

<table>
<thead>
<tr>
<th>NAME</th>
<th>Relationship</th>
<th>Fractional Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ona F. Quasebarth</td>
<td>Daughter</td>
<td>All</td>
</tr>
<tr>
<td>(being one and the same person as Ona Mae Quasebarth, nee Ona Mae Fitzsimons)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

It Is Therefore Ordered, Adjudged and Decreed, By the Court that the said heirs at law are the sole and only heirs at law of said deceased, and upon the death of said deceased became seized and possessed of all the right, title and interest which the said deceased enjoyed during his lifetime in and to any and all lands, tenements, hereditaments, personal and other property of which the said deceased died seized and possessed or entitled to.

Done by the Court this 27th day of November, A. D. 1952.

County Judge

I, Clerk of the County Court within and for the County aforesaid, do hereby certify the above and foregoing to be a true copy of the Decree of Heirship duly made and entered in said estate.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court this 27th day of November, A. D. 1952.

Clerk of the County Court

Deputy
This Deed, Made this 9th day of April in the year of our Lord one thousand nine hundred and twenty-one, between

T. M. Marsh

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

Charles J. Fitzgimmons

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

WITNESSETH, That the said party of the first part, for and in consideration of the sum of

An undivided one-half interest in and to the following: The Northwest Quarter (NW¼) of Section Twenty-one (21), Township Four (4) North, Range Sixty-eight (68) West of the 6th P. M.; also all that portion of the North Half (N½) of the Southwest Quarter (SW¼) of said Section 21, described as follows: Beginning at the southwest corner of said one-eighth section, thence east along the south line of same fifteen hundred (1500) feet, thence north 46° 30' east five hundred ten (510) feet; thence north 75° east eight hundred thirty-six (836) feet; thence north seven hundred sixty-seven (767) feet to the northeast corner of said one-eighth section; thence west along the north line of same to the northwest corner of said one-eighth section, and thence south along the section line to place of beginning, said last mentioned parcel containing seventy and twenty-eight hundredths acres (70.28) acres, more or less; together with nineteen (19) shares of the capital stock of The Consolidated Home Supply Ditch and Reservoir Company, four (4) shares of the capital stock of The Handy Ditch Company, and any and every right in any ditch, lateral, or other means of conveying water to said land to which the said party of the first part, or the premises hereby conveyed, are entitled; and excepting from the lands herein conveyed all rights of way for roads, highways,
and reversion, remainder and remainders, rents, issues and profits thereof; and all the estate, rights, title, interest,
the said part... 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 part... of the second part, his... heirs and assigns forever. And the said...
part... of the first part, for himself... his... heirs, executors and administrators, does... covenant, grant, bargain and agree to and with the said
part... of the second part, his... heirs and assigns, that at the time of the ensealing and delivery of these presents... he...
well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and ha...
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...
and the above bargained premises, in the quiet and peaceable possession of the said part... of the second part, his... heirs and assigns,
against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part... of the first part shall and
will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part... of the first part... hereunto set... hand... and seal... the day and
year first above written.

Signed, Sealed
and Delivered in Presence of

STATE OF COLORADO,

COUNTY OF Larimer

ss. I. Ford W. Ston
a Notary Public in and for the said
County, in the State aforesaid, do hereby certify that...

Given under my hand and notarial seal, this... day of... April... A. D. 1912
My commission expires... March 1... 1922.
I hereby certify that the within instrument is a true duplicate,
in my office on the 13th day of ...

I, the undersigned Clerk and Recorder of the County of town, Wisconsin, do hereby certify, in the presence of the above named parties, that the above instrument was filed in book No. 1575, page 153, on October 17, 1976, at 12:00 o'clock, and recorded in book No. 1575, page 153, at 12:00 o'clock, on the 13th day of October, 1976.

By:

[Signature]

Clerk and Recorder of the County

[Signature]
ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, we hereby sell, transfer and assign to DENNIS W. KUEHL & CORAJEAN K. KUEHL as joint tenants, an undivided one-half (1/2) interest in and to one (1) share of the Consolidated Home Supply Ditch and Reservoir Co. as certified by stock certificate No. 5248.

WITNESS our hands and seals this ___ day of September, A.D., 1977.

[Signatures]

WITNESS PRESENT:

[Signature]
ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, we hereby sell, transfer and assign to JASON O. PHILPOTT and MINDA PHILPOTT as joint tenants, an undivided one-half (1/2) interest in and to one (1) share of The Consolidated Home Supply Ditch and Reservoir Co. as certified by stock certificate No. 5248 issued June 10, 1974 and we do hereby constitute and appoint our attorney irrevocably for us and in our name to transfer the same on the books of the company with full power of substitution in the premises.

WITNESS our hands and seals this 25th day of June, A.D. 1975.

[Signature]

WITNESS PRESENT:

[Signature]

[Signature]

D. Clet Mast  $84 $110
RECEIPT

Received from Warberg & Mast, Attorneys at Law, 314 United Bank Building, Fort Collins, Colorado, stock certificate no. 5248 for one share of the Consolidated Home Supply Ditch and Reservoir Company which stock certificate was formerly in the name of Ronald L. Hagen and Cora H. Hagen, as joint tenants, an undivided 1/2 interest and David O. Scott and Neoma J. Scott, as joint tenants, an undivided 1/2 interest.

__________________________________________
Jason O. Philpott, Purchaser

__________________________________________
Minda Philpott, Purchaser
The Travelers
Indemnity Company
Hartford, Connecticut
(A STOCK COMPANY)

Bond No. 391E870-7

LOST SECURITIES BOND

Know All Men by These Presents, That we Jason O. Philpott,
Minda Philpott, David O. Scott and Neoma J. Scott
as Principal (hereinafter called "Principal"), and THE TRAVELERS INDEMNITY COMPANY duly authorized to transact
the business of indemnity and suretyship in the State of
Colorado, Denver, Colorado, as
Surety, are held and firmly bound unto
The Consolidated Home Supply Ditch and Reservoir Co., Loveland, Colorado 80537

their successors and assigns, as interest may appear (hereinafter called "Obligees"), in the sum of
Ten Thousand and 00/100 Dollars ($10,000.00),
lawful money of the United States, to be paid to the Obligees or their legal representatives; for which payment,
well and truly to be made, the said Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the aforesaid Principal is the owner of One share of capital stock of the
Consolidated Home Supply Ditch and Reservoir Co. Certificate #5248.

and has lost, mislaid or destroyed said instrument or instruments, so that the same cannot be found or produced; and

WHEREAS, the Obligees have agreed with the Principal on Principal’s promise of indemnity to duplicate said
instrument or instruments so lost, mislaid or destroyed, or to pay to said Principal or credit to said Principal’s
account the value thereof;

NOW, THEREFORE, the condition of this obligation is such, that if the Obligees shall issue or cause to be issued
to the Principal or Principal’s order new or duplicate instrument or instruments in place of the aforementioned lost,
mislaid or destroyed instrument or instruments, or if the Obligees shall pay to Principal or credit to Principal’s account the
value thereof; and if the Principal, the heirs, executors, administrators, successors or assigns of said Principal, or any of
them, shall in case the said lost, mislaid or destroyed instrument or instruments be found or come into the hands or
power of any of them, or to the hands, custody or power of any person, deliver or cause the same to be delivered
unto the Obligees in order to be canceled and also shall at all times indemnify and save harmless the Obligees from and
against any and all costs, actions, suits, damages, charges or expenses, by reason of said lost, mislaid or destroyed in-
strument or instruments, or the issuance of other or others in lieu thereof, or the paying or crediting as aforesaid of
the value without the surrender thereof, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED, SEALED AND DATED this 9th day of September, 1977

By: [Signature]

The Travelers Indemnity Company,

By: [Signature]

This bond must be acknowledged both by the
Principal and Surety before a Notary Public or
other officer qualified to administer oaths who
should affix his seal of office and state the date
on which his commission expires.

S-405A PRINTED IN U.S.A.
before me personally appeared, Luther Crenshaw, Attorney(s)-in-Fact for THE TRAVELERS INDEMNITY COMPANY, to me known, who being by me duly sworn, did depose and say(s) that he reside(s) in Loveland, Colorado; that he is the Attorney(s)-in-Fact for THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the above instrument, that he know(s) the corporate seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name(s) thereto by like order.

STATE OF Colorado
COUNTY OF Larimer

On this 9th day of September, 1977, before me personally appeared Luther Crenshaw, known to me to be the individual described in and who executed the within instrument, and who acknowledged to me that he executed the same.

O. E. Rutledge
Notary Public

My Commission expires June 8, 1980

STATE OF Colorado
COUNTY OF Larimer

On this 9th day of September, 1977, before me personally appeared Jason O. Philpott, Minda Philpott, David O. Scott, Neoma Scott, known to me to be the individual described in and who executed the within Bond, and they acknowledged to me that they executed the same.

Notary Public

STATE OF
COUNTY OF

On this day of , 19__, before me personally appeared , known to me to be one of the firm described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

STATE OF
COUNTY OF

On the day of , 19__, before me personally appeared , known to me to be the President of the corporation described in and which executed the above instrument; that he resides in ; that he is the President of the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public
The Travelers Indemnity Company
Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

Luther Crenshaw, Lane A. Olson, both of Loveland, Colorado, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 13. The Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 15. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

This power of attorney revokes that dated August 28, 1972 on behalf of Reuben Seilback, Luther Crenshaw

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 18th day of October 1973.

THE TRAVELERS INDEMNITY COMPANY

By

Secretary, Surety

State of Connecticut, County of Hartford—ss:

On this 18th day of October in the year 1973 before me personally came D. J. Nash to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.

Ruth V. Lomervile
Notary Public
My commission expires April 1, 1979

(Over)
CERTIFICATION

I, John H. Hanks, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 13. and 15. of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1969 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 9th day of September 1977.

Assistant Secretary, Surety

S-1869 (BACK)
CHSDRC
Star Rt. Box 450
Loveland, Colo. 80537

ATTN: W.R. Keirnes, Secy.
For Value Received,

hereby sell, assign and transfer unto Stout & Co Tax I.D. 84-6016418

( *39.25* ) Shares of the Capital Stock of the Consolidated Home Supply Ditch and Reservoir Co.

standing in Georgia L. Purdy name on the books of said represented by Certificate No. Per attached herewith and do hereby irrevocably constitute and appoint ____________________________ attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

Dated ____________________________

Signature guaranteed

Signature guaranteed

SIGNATURE GUARANTEED
United Bank of Denver N.A.
Denver, Colo.

By Judith M. Connell
Authorized Signature
October 10, 1975

STOUT & CO.
P.O. Box 5247
Denver, Colorado 80217

Gentlemen:

Re: acct. # 23 61990 (Georgia L. Purdy)

In reference to your request to transfer 39½ share of the capital stock of THE CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO. from Georgia L. Purdy to Stout & Co., we request the following response:

1. If this transaction is to become a trust arrangement, do we correctly assume that Stout & Co. is to receive all correspondence; will be entitled to vote the 39½ shares of stock; and will pay all annual assessment charges and other legitimate costs?

2. Is the new assignment to be simply in favor of Stout & Co? For the benefit of Home Supply records how do you suggest we retain the identity of this stock with the name of Georgia L. Purdy?

3. The stock transfer fee is $5.00 per new certificate issued, payable to The Consolidated Home Supply Ditch & Reservoir Co.

Upon receipt of the information we need and the $5.00 transfer fee, Home Supply will transfer the stock as per your instruction and will forward the new certificate to you via certified mail.

Very truly yours,

W. R. Keirnes, Sec'y. Mgr.
THE CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR COMPANY

WRK/gk
To Transfer Agent

CHSDRC
Star Rt. Box 450
Loveland, Colo. 80537

ATTN: W.R. Kiernes, Secy.

Please Transfer The Attached Securities As Shown Below

Return Securities to:

United Bank of Denver
United Bank Center
Securities Vault No. 0128
1740 Broadway
Denver, Colorado 80217

Certificates Presented to Transfer

Thirty nine & one quarter share (39.25)

Security Description CHSDRC

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<th>Quantity</th>
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To Be Registered In The Name of

STOUT & CO
P.O. Box 5247
Denver, Colo. 80217

ag

TRANSFER AGENT COPY.
To Transfer Agent

CHSDRC
Star Rt. Box 450
Loveland, Colo. 80537

ATTN: W.R. Kiernes, Secy.

Please Transfer The Attached Securities As Shown Below

Return Securities to:

United Bank of Denver
United Bank Center
Securities Vault No. 0128
1740 Broadway
Denver, Colorado 80217

Account Number 23-61990

Certificates Presented to Transfer

Thirty nine & one quarter share (39.25)

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<td>84-6016418</td>
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</table>

To Be Registered In The Name of

STOUT & CO
P.O. Box 5247
Denver, Colo. 80217

ACKNOWLEDGEMENT OF RECEIPT

SEP 30 1975
To Transfer Agent

CHSDRC
Star Rt. Box 450
Loveland, Colo. 80537

ATTN: W.R. Kiernes, Secy.

Please Transfer The Attached Securities As Shown Below

Return Securities to:

United Bank of Denver
United Bank Center
Securities Vault No. 0128
1740 Broadway
Denver, Colorado 80217

Account Number 23-61990

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To Be Registered In The Name of

STOUT & CO
P.O. Box 5247
Denver, Colo. 80217

ag

RETURN WITH SECURITIES

SEP 80 1975

55-2 (Rev. 11-73)
Lost Instrument Bond

H.R. Schowalter to C.H.S. D.V.R.G.

Mr. and Mrs. H.R. Schowalter

Berthoud, Colorado
1 share
John H. & Judith K. Chelson
2 shares
Dorothy
Dorothy B. Morey

[2 shares]
**Loveland Insurance Agency, Inc.**  
*Insurance for Every Need*

**PHONE:** 667-0616  
**315 EAST 7th Street — P. O. Box 509**  
**LOVELAND, COLORADO 80537**

---

**INVOICE**

**DATE**  
April 22, 1969  

To  
H.R. and Wilma Schowalter  
Berthoud, Colorado

---

<table>
<thead>
<tr>
<th>RENEWAL DATE</th>
<th>POLICY NUMBER</th>
<th>COMPANY</th>
<th>PROPERTY AND COVERAGE</th>
<th>AMOUNT</th>
<th>PREMIUM</th>
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<tr>
<td>4/17/69 to 4/17/70</td>
<td>5298460</td>
<td>West. Sur.</td>
<td>Lost Securities Bond</td>
<td>3,000.00</td>
<td>3 60.00</td>
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Thank you, we appreciate your business.

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**IMPORTANT:** Please examine the policies listed above and notify immediately if any changes or corrections are necessary. Any policy not wanted must be returned promptly for cancellation; otherwise an earned premium will be charged by the Company for the time it was in force.

---

**R. N. CO. PROD. IN U.S.A. — 02011**
KNOW ALL MEN BY THESE PRESENTS: BOND No. 5298460.

That we, H. R. Schowalter & Wilma Schowalter,
of Berthoud, Colorado, as Principal, and the WESTERN SURETY COMPANY,
a corporation of Sioux Falls, South Dakota, as Surety, are held and firmly bound unto
Consolidated Home Supply Ditch and Reservoir Company

of ______________________, and successors and assigns, as Obligee, in the sum of

Three Thousand and no/100 ($3,000.00) DOLLARS, lawful money of the United States, to be paid to the Obligee or lawful representatives, for which payment, well and truly to be made, the said Principal and Surety bind themselves, jointly and severally, by these presents.

WHEREAS, the aforesaid Principal is the owner or is entitled to the possession of

three (3) shares of common stock issued to Jacob Sterkel and Adam Sterkel on
August 14th, 1943

and has lost, mislaid or destroyed said instrument or instruments, so that the same cannot be found or produced, and

WHEREAS, the Obligee has agreed with the Principal on Principal’s promise of indemnity, to duplicate said instrument or instruments so lost, mislaid or destroyed, or to pay to said Principal or credit to said Principal’s account the value thereof.

NOW THEREFORE, The condition of this obligation is such that if the Obligee shall issue or cause to be issued to the Principal or Principal’s order, new or duplicate instrument or instruments in place of the aforementioned lost, mislaid or destroyed instrument or instruments, or if the Obligee shall pay to Principal or credit to Principal’s account the value thereof; and if the Principal shall in case the lost, mislaid or destroyed instrument or instruments be found or come into the hands or power of the Principal, or to the hands, custody or power of any person, deliver or cause the same to be delivered unto the Obligee in order to be cancelled and also shall at all times indemnify and save harmless the Obligee from and against any and all costs, actions, suits, damages, charges or expenses, by reason of said lost, mislaid or destroyed instrument or instruments, then this obligation to be void, otherwise to remain in full force and effect.

Dated this 21st day of April, 1969.

Countersigned
By
Resident Agent

WESTERN SURETY COMPANY
STATE OF SOUTH DAKOTA

County of MINNEAPOLIS

On this 21st day of April, 1969, before me, a Notary Public in and for said County, personally appeared ____________

personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of the WESTERN SURETY COMPANY of Sioux Falls, South Dakota, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Commission expires

____________

Notary Public
AFFIDAVIT

The undersigned, being first duly sworn, depose and say:
That they are the legal owners of Stock Certificate No. 3916 of the Consolidated Home Supply Ditch and Reservoir Company, representing three (3) shares of common stock of said company issued to JACOB STERKEL AND ADAM STERKEL on August 14, 1943, which Certificate has been lost, stolen or destroyed; and the undersigned set forth the following circumstances:

That on or about January, 1956, the undersigned purchased property in Section 18, Township 4 North, Range 69 West of the 6th P.M., Weld County, Colorado, together with said stock from ALDEN W. POOL. That said stock, at the time of said purchase, was owned by Alden W. Pool and for the purchase price paid by the undersigned, said stock was constructively delivered by Alden W. Pool to the undersigned. However, said certificate representing said stock was never physically possessed by the undersigned and after extensive search for said Certificate, it is apparent that said Stock Certificate No. 3916 has been lost, stolen or destroyed.

Notwithstanding the absence of physical possession of said certificate, the undersigned are the owners thereof and have received the water represented thereby and paid the assessments therefor over the course of the last fourteen years.

WHEREFORE, the undersigned request that the Secretary of the Consolidated Home Supply Ditch and Reservoir Company accept the undersigned's Bond tendered herewith and cause to be issued to TEDDY R. YELEK and DWIGHT F. EATON a new Certificate representing three (3) shares of the common stock of the Consolidated Home Supply Ditch and Reservoir Company to replace Certificate No. 3916 alleged to have been lost, stolen or destroyed, without requiring surrender of said Certificate No. 3916 for cancellation.

The undersigned, their legal representatives, successors and assigns agree to indemnify and save harmless the corporation, its successors and assigns, and each of them, from and against any and all claims, actions, and suits, whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character which at any time shall or may be sustained or occurred by
reason of any claim or demand which may be made as result of the issuance of a new certificate representing three (3) shares of common stock of the Consolidated Home Supply Ditch and Reservoir Company in place of said Certificate No. 3916.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals this 17th day of April, 1969.

H. R. Schowalter
Wilma Schowalter

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

Subscribed and sworn before me this 17th day of April, 1969, by H. R. Schowalter and Wilma Schowalter.

Witness my hand and official seal.
My commission expires November 18, 1972.

Karen K. Atkinson
Notary Public
WESTERN SURETY COMPANY
One of America's Oldest Bonding Companies
KANSAS CITY • CHICAGO • SIoux FALLS
DALLAS • FALD-ALTO

LOST INSTRUMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert L. Conger,
of Loveland, Colorado, as Principal, and the WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, as Surety, are held and firmly bound unto Consolidated Home Supply Ditch & Reservoir Co.
of Loveland, Colorado, and successors and assigns, as Obligee, in the sum of Two Thousand and no/100 ($2,000.00) DOLLARS, lawful money of the United States, to be paid to the Obligee or lawful representatives, for which payment, well and truly to be made, the said Principal and Surety bind themselves, jointly and severally, by these presents.

WHEREAS, the aforesaid Principal is the owner or is entitled to the possession of Certificate #4341 dated May 13th, 1963

and has lost, mislaid or destroyed said instrument or instruments, so that the same cannot be found or produced, and

WHEREAS, the Obligee has agreed with the Principal on Principal's promise of indemnity, to duplicate said instrument or instruments so lost, mislaid or destroyed, or to pay to said Principal or credit to said Principal's account the value thereof.

NOW THEREFORE, The condition of this obligation is such that if the Obligee shall issue or cause to be issued to the Principal or Principal's order, new or duplicate instrument or instruments in place of the aforementioned lost, mislaid or destroyed instrument or instruments, or if the Obligee shall pay to Principal or credit to Principal's account the value thereof; and if the Principal shall in case the lost, mislaid or destroyed instrument or instruments be found or come into the hands or power of the Principal, or to the hands, custody or power of any person, deliver or cause the same to be delivered unto the Obligee in order to be cancelled and also shall at all times indemnify and save harmless the Obligee from and against any and all costs, actions, suits, damages, charges or expenses, by reason of said lost, mislaid or destroyed instrument or instruments, then this obligation to be void, otherwise to remain in full force and effect.

Dated this 29th day of June, 1968.

Countersigned
By John Baker
Resident Agent

By N. Vandall, Asst. Sec'y

Western Surety Company
One of America's Oldest Bonding Companies
STATE OF SOUTH DAKOTA
County of MINNEHAHA

On this 29th day of June, 1968, before me, a Notary Public in
and for said County, personally appeared Ward/01
personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of the
WESTERN SURETY COMPANY of Sioux Falls, South Dakota, a corporation duly organized and existing
under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the
corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf
of said corporation by authority of its Board of Directors, and further acknowledge that the said
instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the
day and year last above written.

My Commission expires

R. ROEMEN, NOTARY PUBLIC

My Commission expires 5-31-71

Notary Public
STATE OF COLORADO
DEPARTMENT OF REVENUE
INHERITANCE TAX DIVISION

RELEASE OF INHERITANCE TAX LIEN

Estate of Emma L. Martindale

Date of Death December 18, 1976

It appearing to the Executive Director, Department of Revenue, that it is not necessary to preserve the lien granted by the Colorado inheritance tax law against the hereinafter described real estate, in which the above named decedent had an interest, by virtue of the authority vested in me under the provisions of Sec. 39-23-156, CRS 1973, I do hereby forever release and discharge the inheritance tax lien against the following described real estate, to-wit:

The North half of North half of Southwest quarter of Northwest quarter of Section 36, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado. Also known as 3350 South Garfield Ave., Loveland, Colorado.

1 share of Consolidated Home Supply Ditch and Reservoir Co.

Dated at Denver, Colorado,

February 16, 1979

By

Director
Inheritance & Gift Tax Division

NOTE: THIS RELEASE MUST BE RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY IN WHICH THE PROPERTY IS SITUATE.
Release of Inheritance Tax Lien

STATE OF COLORADO

County of

I hereby certify that this instrument was filed for record in my office at o'clock M., , 19 , and is duly recorded in Book Page

Recorder

File No.

I hereby certify that this instrument was filed for record in my office at o'clock M., 19 , and is duly recorded in Book Page

Recorder

County of

STATE OF COLORADO

Release of Inheritance Tax Lien
LOST INSTRUMENT BOND

Know all Men by these Presents, That we, Mildred Hatterman, Big Springs, Nebraska, and Florence Peterman, South Gate, California, as Principal, and THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a Kansas corporation having its office and principal place of business in Fort Scott, Kansas, as surety, are held and firmly bound unto The Consolidated Home Supply Ditch and Reservoir Company, T.W. R. Keirnes, Secretary, Estes Park Route, Loveland, Colorado, as Obligee, in the penal sum of One Thousand And No/100 ($1,000.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 13th day of September, 1965

Whereas, the Obligee, on or about August 13, 1957 issued Certificate No. 4219 for one (1) share of capital stock to the Public Trustee of Weld County for the use of George P. Beck, George Ellis Jordan and Ida Blanche Jordan as equity owners; on or about September 10, 1960 said certificate was assigned to Robert G. Schmieder and Marjoria A. Schmieder as joint tenants; on or about December 15, 1960 said certificate was sold to Glenn B. Brooking and Marna D. Brooking as joint tenants; said certificate has been lost, misplaced, destroyed or stolen and Mildred Hatterman, Opal Nelson and Florence Peterman, as heirs at law of George P. Beck request issuance of new certificate.

WHEREAS, the Obligee is willing to issue duplicate document in place of the original or pay unto or credit the Principal's account with the value thereof upon being indemnified against loss by reason of so doing:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall well and truly indemnify and keep indemnified the said Obligee from and against any and all loss, costs and expenses of whatsoever kind or nature by reason of the Obligee issuing duplicate of the above-described document or paying unto or crediting the account of the Principal with the value thereof without said document being presented for cancellation, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed upon the following express conditions:

1. That the Surety shall be liable only for the actual financial loss suffered by the Obligee by reason of issuing duplicate of the above-described document to the person entitled thereto as shown by the books of the Obligee or by paying unto or crediting such person's account with the value thereof and only up to the amount hereof.

2. That the Obligee shall immediately notify the Surety of any claim of ownership or interest in said original document made by any individual, firm or corporation.

Principal

THE WESTERN CASUALTY AND SURETY COMPANY,

By

Attorney-in-Fact.

Form 78 5167-R1

IM-359-MP

(Thomas H. MacElwee)
KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."

does hereby nominate, constitute and appoint

Thomas H. MacElwee, of the City of Denver, State of Colorado.

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 19th day of April, 1963.

THE WESTERN CASUALTY AND SURETY COMPANY

By

[Signature]

Vice President

STATE OF KANSAS
COUNTY OF BOURBON

On this 19th day of April, A.D., 1963, before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came K. H. Mead, Vice President, of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that By-Law, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at the City of Fort Scott, the day and year first above written.

My commission expires January 15, 1968

[Signature]

Notary Public.

E. C. Gordon, Jr., Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 13th day of September, 1965.

[Signature]

Assistant Secretary.
Dec. 1965

Indemnity Bond to cover re-issuance of Cert. # 5083 (1st.)
to Glenn B. + Marion D. Brookby
ASSIGNMENT

FOR VALUE RECEIVED the undersigned do hereby sell, transfer and assign unto Robert G. Schmideler and Marjorie A. Schmideler as joint tenants 1 share of the capital stock of The Consolidated Home Supply and Ditch Company evidenced by Certificate No. 4219 attached hereto and authorize the Secretary of said Company to transfer said shares of stock on the books of the Company.

Dated this 8th day of April A.D., 1965.

WITNESS:

Ida Blanda Jordan

Frank Strifer

George Ellis Jordan
SALE

TO THE SECRETARY, THE CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR COMPANY,

For value received, there is hereby assigned, transferred and set over to (and you are directed to transfer on the books of said company to)

GLENN B. BROOKING and MARNA D. BROOKING, as joint tenants, and not as tenants in common, with right of survivorship.

R. F. D., Longmont, Colorado,

ABSOLUTELY,

ONE ( - 1 - ) SHARES

of the capital stock of said company, evidenced by certificate No. [Signature]

[Signature]
ASSIGNMENT

FOR VALUE RECEIVED the undersigned do hereby sell, transfer and assign unto the Public Trustee of Weld County, Colorado for the use of the Loveland Savings and Loan Association: Glen B. Brooking and Marna D. Brooking as joint tenants, equity owners, 1 share of Capital stock of the Consolidated Home Supply and Ditch Company evidenced by Certificate No. 4219 and authorize the Secretary of said Company to transfer said shares of stock on the books of the Company.

Dated this 15th day of October A.D., 1965.

Glen B. Brooking
Marna D. Brooking

WITNESS:

Ernest Hall
RELEASE OF DEED OF TRUST

THE PROVISIONS OF THAT CERTAIN DEED OF TRUST dated the 22nd day of July, 1957, and recorded on the 25th day of July, 1957, in Book 1482 at page 253 in the office of the Clerk and Recorder of the County of Denver, State of Colorado, executed by GEORGE ELLIS JORDAN AND Ida Blanche Jordan for the use of George P. Beck having been complied with, the indebtedness secured thereby having been paid, or the purposes of said trust having been fully satisfied, I, Martin G. Field, Public Trustee for the said County of Denver, at the request of the legal holder of the said indebtedness, do hereby release said Deed of Trust and do hereby release the property therein described from the lien thereof.

Executed this 15th day of April, 1965.

Martin G. Field
Weld as the Public Trustee
for the County of Denver, Colorado

To the Public Trustee of Weld County, Colorado:

The indebtedness secured by the Deed of Trust described above has been paid, or the purposes of the said trust have been fully satisfied, and I hereby request you to execute the above release.

George P. Beck

STATE OF COLORADO)
Weld ss
County of DENVER

The foregoing instrument was acknowledged before me this 16th day of April, 1965, by Martin G. Field as the Public Trustee for said County of Denver.

Witness my Hand and Official Seal.

Notary Public

My commission expires: August 28, 1968
I hereby certify that the within instrument is a true duplicate of the original filed in my office on the 18th day of April, 1965, at 2:00 o'clock p.m., under Reception No. 1461365, and recorded in Book 539, Page 826. Witness my hand and official seal this 8th day of October, 1965.

By: [Signature]

County Clerk and Recorder

[Signature]
LOST SECURITIES BOND

Know All Men by These Presents, That we Edgar Newton Martindale, 
Iva M. Wilson, Leona Fern Morrill
as Principal
(hereinafter called "Principal"), and THE TRAVELERS INDEMNITY COMPANY duly authorized to transact the business of indemnity and suretyship in the State of Colorado and having an office and principal place of business in said State at Denver, Colorado, as Surety, are held and firmly bound unto Consolidated Home Supply Ditch & Reservoir Co.

their successors and assigns, as interest may appear (hereinafter called "Obligees"), in the sum of Twenty Thousand and 00/100 ----------------------------------------- Dollars ($20,000.00), lawful money of the United States, to be paid to the Obligees or their legal representatives; for which payment, well and truly to be made, the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the aforesaid Principal is the owner of one share water stock Consolidated Home Supply Ditch & Reservoir Co.

and has lost, mislaid or destroyed said instrument or instruments, so that the same cannot be found or produced; and

WHEREAS, the Obligees have agreed with the Principal on Principal's promise of indemnity to duplicate said instrument or instruments so lost, mislaid or destroyed, or to pay to said Principal or credit to said Principal's account the value thereof;

NOW, THEREFORE, the condition of this obligation is such, that if the Obligees shall issue or cause to be issued to the Principal or Principal's order new or duplicate instrument or instruments in place of the aforementioned lost, mislaid or destroyed instrument or instruments, or if the Obligees shall pay to Principal or credit to Principal's account the value thereof; and if the Principal, the heirs, executors, administrators, successors or assigns of said Principal, or any of them, shall in case the said lost, mislaid or destroyed instrument or instruments be found or come into the hands or power of any of them, or to the hands, custody or power of any person, deliver or cause the same to be delivered unto the Obligees in order to be canceled and also shall at all times indemnify and save harmless the Obligees from and against any and all costs, actions, suits, damages, charges or expenses, by reason of said lost, mislaid or destroyed instrument or instruments, or the issuance of other or others in lieu thereof, or the paying or crediting as aforesaid of the value without the surrender thereof, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED, SEALED AND DATED this 23rd day of January, 1975

The Travelers Indemnity Company,

By:

[Signature]

L. Crenshaw Attorney-in-Fact.
STATE OF Colorado
COUNTY OF Larimer

On the day of , 19 , before me personally appeared Luther Crenshaw, who being by me duly sworn, did depose and say: that he resides in Loveland, Colorado, and that he is the Attorney(s)-in-Fact for THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the above instrument, that he knows the corporate seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

State of Colorado
COUNTY OF Larimer

On the day of , 19 , before me personally appeared Edgar Newton Martindale, who being by me duly sworn, did depose and say: that he resides in the city of Colorado Springs, and that he is an officer of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the above instrument; that he knows the corporate seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

Lost Securities Bond
On Behalf Of
In Favor Of

The Travelers Indemnity Company
Hartford Connecticut

STATE OF Colorado
COUNTY OF Larimer

On the day of , 19 , before me personally appeared the President of the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

STATE OF Colorado
COUNTY OF Larimer

On this day of , 19 , before me personally appeared , who being by me duly sworn, did depose and say: that he resides in . . . . . . , and that he is the President of the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public
KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

Luther Crenshaw, Lane A. Olson, both of Loveland, Colorado, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 13. The Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 15. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED:

That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

This power of attorney revokes that dated August 28, 1972 on behalf of Reuben Seilback, Luther Crenshaw

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 18th day of October 1973.

THE TRAVELERS INDEMNITY COMPANY

By

Secretary, Surety

State of Connecticut, County of Hartford—ss:

On this 18th day of October in the year 1973 before me personally came D. J. Nash to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.

Ruth H. Somerville
Notary Public

My commission expires April 1, 1979

(Over)
CERTIFICATION

I, John H. Hanks, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 13. and 15. of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1959 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 23rd day of January 1979.

[Signature]
Assistant Secretary, Surety
STATE OF Colorado
COUNTY OF Weld

On this 5th day of January, 1979, before me personally came Iva M. Wilson, known and known to me to be the individual described in and who executed the within Bond, and he acknowledged to me that he executed the same.

Notary Public

My Commission expires July 18, 1981

STATE OF Colorado
COUNTY OF Boulder

On this 5th day of January, 1979, before me personally came Leona Fern Morrill, known and known to me to be the individual described in and who executed the within Bond, and he acknowledged to me that he executed the same.

Notary Public

My Commission expires July 18, 1981

STATE OF Colorado
COUNTY OF

On this day of, 1979, before me personally appeared John Doe, known and known to me to be one of the firm described in and who executed the foregoing instrument, and thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

My Commission expires July 18, 1981

LOST SECURITIES BOND

ON BEHALF OF

IN FAVOR OF

The Travelers Indemnity Company
Hartford, Connecticut
A 20,000 Lost Instrument
Bond - Travelers -
Mortgage Certificate
The Travelers Indemnity Company
Hartford, Connecticut
(A STOCK COMPANY)

Bond No. 1095117

LOST SECURITIES BOND

Know All Men by These Presents, That we CARL BERNHARDT and

OLINDA BERNHARDT (hereinafter called “Principal”), and THE TRAVELERS INDEMNITY COMPANY duly authorized to transact
the business of indemnity and suretyship in the State of Colorado
and having an office and principal place of business in said State at Denver, as
Surety, are held and firmly bound unto THE CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR
COMPANY

their successors and assigns, as interest may appear (hereinafter called “Obligees”), in the sum of

FIVE THOUSAND SIX HUNDRED AND NO/100 Dollars ($5,600.00),

lawful money of the United States, to be paid to the Obligees or their legal representatives; for which payment,
well and truly to be made, the said Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the aforesaid Principal is the owner of Certificate #4185 for 7 shares of stock
of The Consolidated Home Supply Ditch & Reservoir Company

and has lost, mislaid or destroyed said instrument or instruments, so that the same cannot be found or produced; and

WHEREAS, the Obligees have agreed with the Principal on Principal’s promise of indemnity to duplicate said
instrument or instruments so lost, mislaid or destroyed, or to pay to said Principal or credit to said Principal’s
account the value thereof;

NOW, THEREFORE, the condition of this obligation is such, that if the Obligees shall issue or cause to be issued
to the Principal or Principal’s order new or duplicate instrument or instruments in place of the aforementioned lost, mis-
laid or destroyed instrument or instruments, or if the Obligees shall pay to Principal or credit to Principal’s account the
value thereof; and if the Principal, the heirs, executors, administrators, successors or assigns of said Principal, or any of
them, shall in case the said lost, mislaid or destroyed instrument or instruments be found or come into the hands or
power of any of them, or to the hands, custody or power of any person, deliver or cause the same to be delivered
unto the Obligees in order to be canceled and also shall at all times indemnify and save harmless the Obligees from and
against any and all costs, actions, suits, damages, charges or expenses, by reason of said lost, mislaid or destroyed in-
strument or instruments, or the issuance of other or others in lieu thereof, or the paying or crediting as aforesaid of
the value without the surrender thereof, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED, SEALED AND DATED this 2nd day of May, 1963.

The Travelers Indemnity Company,
By:

Courtney Peterson, Attorney-in-Fact.
STATE OF Colorado
COUNTY OF Denver
On this 2nd day of May, 1963, before me personally appeared Courtney T. Peterson, Attorney(s)-in-Fact for THE TRAVELERS INDEMNITY COMPANY, to me known, who being by me duly sworn, did depose and say(s) that he resides in Denver, Colorado:

that he is the Attorney(s)-in-Fact for THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the above instrument, that he knows the corporate seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name(s) thereto by like order.

STATE OF
COUNTY OF
On this (date) before me personally came (individual) to me known, who being by me duly sworn, did depose and say: that he resides in that he is the President of the corporation described in and which executed the within Bond, and he acknowledged to me that he executed the same.

STATE OF
COUNTY OF
On this (date) before me personally appeared (individual) to me known, who being by me duly sworn, did depose and say: that he resides in that he is one of the firm described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public

STATE OF
COUNTY OF
On the (date) before me personally came (individual) to me known, who being by me duly sworn, did depose and say: that he resides in that he is the President of the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public
The Travelers Indemnity Company
Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:
That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

B. R. Clark, S. C. Dickson, Thomas H. Mitchell, Courtney T. Peterson, M. D. Richardson, G. J. Romine, all of Denver, Colorado, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 10. The President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 12. Any bond, undertaking, recognizance or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, or any Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary, or when signed by the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, or any Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

This power of attorney revokes that issued July 24, 1961 on behalf of B. R. Clark, S. C. Dickson, Thomas H. Mitchell, M. D. Richardson

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 1st day of August 1962.

THE TRAVELERS INDEMNITY COMPANY
By

Secretary, Fidelity and Surety

State of Connecticut, County of Hartford—ss:
On this 1st day of August in the year 1962 before me personally came R. W. Kammann to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.

Notary Public

My commission expires April 1, 1964

(Over)
CERTIFICATION

I, W. A. Person, Assistant Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 10 and 12 of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1959 have not been modified or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 2nd day of May 1963.

[Signature]

Assistant Secretary, Fidelity and Surety
KNOW ALL MEN BY THESE PRESENTS:

That we, Ed Yost, Matilda Yost, Robert Yost & Arnita Yost, of Ft. Collins, Colorado, as Principal, and the WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, as Surety, are held and firmly bound unto Consolidated Home Supply Ditch & Reservoir Co. of Loveland, Colorado, and successors and assigns, as Obligee, in the sum of Three Thousand and no/100 ($3,000.00) DOLLARS, lawful money of the United States, to be paid to the Obligee or lawful representatives, for which payment, well and truly to be made, the said Principal and Surety bind themselves, jointly and severally, by these presents.

WHEREAS, the aforesaid Principal is the owner or is entitled to the possession of 3 shares of capital stock of irrigation co.

and has lost, mislaid or destroyed said instrument or instruments, so that the same cannot be found or produced, and

WHEREAS, the Obligee has agreed with the Principal on Principal's promise of indemnity, to duplicate said instrument or instruments so lost, mislaid or destroyed, or to pay to said Principal or credit to said Principal's account the value thereof.

NOW THEREFORE, The condition of this obligation is such that if the Obligee shall issue or cause to be issued to the Principal or Principal's order, new or duplicate instrument or instruments in place of the aforementioned lost, mislaid or destroyed instrument or instruments, or if the Obligee shall pay to Principal or credit to Principal's account the value thereof; and if the Principal shall in case the lost, mislaid or destroyed instrument or instruments be found or come into the hands or power of the Principal, or to the hands, custody or power of any person, deliver or cause the same to be delivered unto the Obligee in order to be cancelled and also shall at all times indemnify and save harmless the Obligee from and against any and all costs, actions, suits, damages, charges or expenses, by reason of said lost, mislaid or destroyed instrument or instruments, then this obligation to be void, otherwise to remain in full force and effect.

Dated this 1st day of February, 1967.

Counter signed

By

Resident Agent

WESTERN SURETY COMPANY

R. Cassady, Asst. Sec'y.
and for said County, personally appeared personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of the WESTERN SURETY COMPANY of Sioux Falls, South Dakota, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Commission expires

B. GORMAN, Notary Public
My Commission Expires 1-4-74

Notary Public