

# ~ THE JUNCTION HOUSE ~

© Steve Plutt, June 20, 2021

The Junction House was a 19<sup>th</sup> century roadhouse located above Crystola on the Colorado Springs to Leadville wagon road. It provided travelers a respite to spend the night and coach companies an opportunity to make a change of horses. A U.S. post office was located there as well. This establishment was built and operated by George and Esther Sharrock.

## George W. Sharrock

**G**eorge William Sharrock was born on November 22, 1825 in Yorkshire, England. He

immigrated to the United States arriving at

Ellis Island on October 28, 1847 and was naturalized in October of 1862. Esther was born in 1828, also in England. George and Esther resided in New Jersey where Esther gave birth to a

### THE JUNCTION HOUSE

At the junction of the South Park and Manitou Park roads, ten miles west of Manitou,

has been refitted and refurnished throughout.

### TOURIST AND INVALIDS

will find it a pleasant place to stop, the surrounding scenery being of the most beautiful and romantic, and

### The Climate Delightful

The tables of this home are always supplied with the best the markets afford. The rates are reasonable. GEO. SHARROCK, Propr.

Summit Park, Colo.

Colorado Springs Gazette, July 21, 1880

## JUNCTION HOUSE

Situated at the Junction of South Park and Manitou Park roads, 10 miles above Manitou; a pleasant resort for tourist and invalids. Fishing and hunting within short distance. Large dairy attached. House re-fitted and re-furnished throughout. A nice drive for a good, wholesome dinner. Terms reasonable.

GEORGE SHARROCK; Proprietor.

Address Summit Park Postoffice.

This house is the dinner station for coaches going both ways.

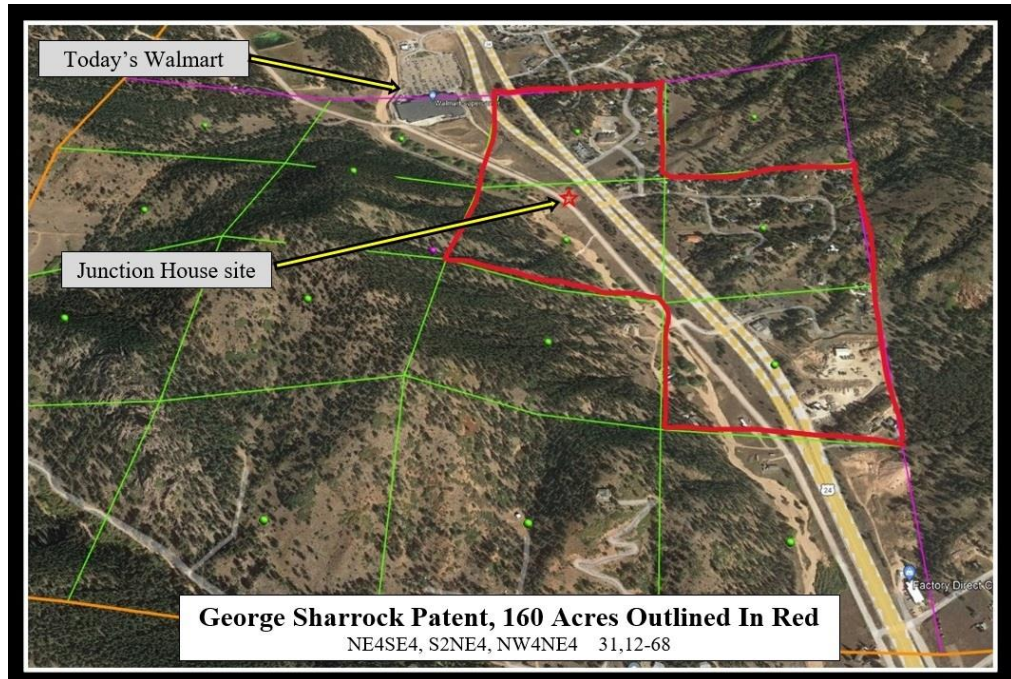
Colorado Springs Gazette, August 12, 1879

total of five children, but son George Jr. and daughter Evangeline were the only two that survived beyond the first 15 months, as was common in the days prior to vaccinations. George's obituary stated that the family arrived in Colorado in 1863, settling in the Ute Pass area. In 1878<sup>1</sup> he was the owner-operator of the Junction House "at the meeting of the Leadville and Florissant road and that going to Manitou Park". At the Junction House the couple kept a store and a blacksmith shop and rented out rooms and provided meals for weary travelers. The hotel was also advertised as a "resort" for tourist and invalids. Local folklore tells of Sharrock's trouble with a neighbor when he first homesteaded, but I could not find anything to

validate those tales so I'll leave that out of this account.

<sup>1</sup> Prior to Sharrock's Junction House, the only stop from Colorado Springs to Fairplay in the Woodland Park area was the hotel at Summit Park, owned and operated by W.S. Nichols. Today, the Louie Lynch Ranch is the site of the former Summit Park Hotel.

The Junction House was 10 miles above Manitou Springs and sat on the 160 acre homestead<sup>2</sup> of George Sharrock. It was a frame hotel with 12 guest rooms and had a big 80 foot porch. It was described as well finished both inside and out. On the



property was a large wood shed, a milk house and cellar, “all under the same roof as the hotel”. The front yard was lined with 120 feet of picket fence in front and two large open fire places were inside the hotel. There was stabling for 18 span of horses<sup>3</sup> and a loft that held 5 tons of hay. There was an 10 x 28 foot granary and an ice house that held 100 tons with a nearby pond that had a 200 ton cutting capacity. There was a 16 x 25 foot hen house, a “log camp house” that measured 16 x 20 feet, a 14 x 24 foot calf house and five corrals with sheds. There was a good well near the stable and a spring near the house. Fountain Creek was very nearby. George kept 18 acres under cultivation and also had good range for cattle. The Junction House was described as the best stopping place in the mountains, saying that Sharrock was an energetic man that made everyone welcome.

Because of his age and a desire to retire, in 1880 George completely refurbished the hotel and then listed it for sale with a Colorado Springs real estate company. A buyer was not found so the Sharrock’s closed the hotel but held on to the property. The Colorado Midland Railroad started passenger service up Ute Pass and through George Sharrock’s 160 acres on July 13, 1887. This may or may not have had a negative impact on the stage stop business at the Junction House, but I doubt it helped. The Sharrock’s took out several loans over the years from the Coddington Savings Bank of Newport, New Jersey, always putting up the 160 acres and hotel as collateral. They bought a house in Green Mountain Falls and opened a grocery store there. However, in August of 1885 Mrs. Sharrock re-opened the Junction House and tried to make a go of it.

In the fall of 1891 while living in Green Mountain, George was complaining of neuralgia<sup>4</sup> in the head. He visited Dr. Engleman and was given a prescription of morphine. News reports say that

<sup>2</sup> NE4SE4,S2NE4,NW4NW4, 31-12/68, #339

<sup>3</sup> an obsolete term, a “span” meant a pair of horses, so in this case Sharrock had room for 36 horses

<sup>4</sup> Neuralgia is a sharp, shocking pain that follows the path of a nerve and is due to irritation or damage to the nerve

## DEATH BY MISTAKE

### **George Sharrock, an Old Pioneer, Takes Too Much Morphine.**

Colorado Springs Weekly Gazette, October 10, 1891

George went to bed in his room over the grocery and took a dose of the drug but much above the required amount. The theory at the time attributed the

overdose to his "old age" and "poor eyesight". The next morning, on October 1, 1891, his son George Jr. found the man lying dead in his bed.

After the death of George, Mrs. Sharrock tried, but could not keep up with the loan payments to the bank. Consequently, four years later on April 29, 1895 their home at Green Mountain Falls along with their 160 acre Junction House was foreclosed on and sold. No record of an active boarding house could be found after the foreclosure but subsequent owners continued on as a working ranch.

Esther Sharrock lived another fourteen years after George. She died on June 6, 1905, while living in Montrose, Colorado.

Both Esther and George are buried at Crystal Valley Cemetery in Manitou Springs. Their plot marked with a large, weathered headstone.

Evangeline Sharrock, (1867-1918) married Albert D. McShane in 1887 while living in Colorado Springs. The couple farmed north of the Springs and were parents of six children, three boys and three girls.

George H. Sharrock, Jr., (1861-1943) married Miss Cora Hardy and parented two girls and a son. George Jr. followed his father's footsteps and made his living hoteling and owning grocery stores. At one time he had a store in Colorado Springs, Green Mountain Falls and up in Cripple Creek. His hotel in Green Mountain was the Lake View Terrace.





## N.O. Johnson

After the Sharrock's defaulted on their \$1000 loan from the Coddington Savings Bank, a Sheriff's Sale was held on April 29, 1895. Mr. & Mrs. N.O. Johnson, who were friends of the Sharrock's, purchased at that sale the Junction House and its 160 acres. That sale satisfied the bank that had foreclosed on the Sharrock family.

Norman O. Johnson was born in 1837 and raised in Chester, Vermont. In 1858 he married Miss Ellen Henry of Claremont, Vt. They became the parents of two sons, Harry and Herbert.

It was in Chester that he started in the dry goods business as a clerk and within six months bought out the two owners. He was a very successful man from the start. It was because of his ill health that he sold the business and relocated to Colorado Springs.

Johnson arrived in the Springs in the early 1870s and immediately, he bought another dry goods store on South Tejon St. at a bankruptcy auction. It didn't take long for Johnson to become one of the most successful business men in Colorado Springs. He soon outgrew the Tejon St. building and moved to 22 Pikes Peak Avenue.

N.O. Johnson was the founder of Johnson & Sons dry goods stores located in Cripple Creek, Pueblo and Colorado Springs. His store in Cripple Creek burnt to the ground in the great fire of 1896, but he rebuilt.

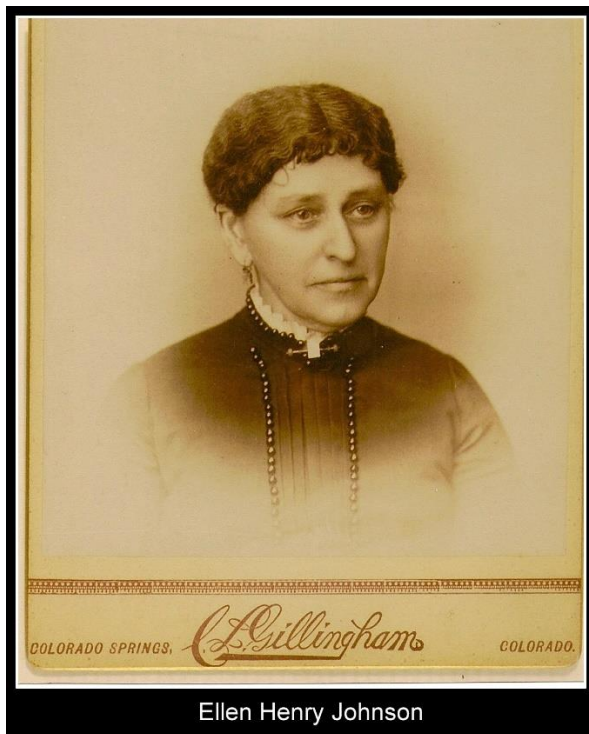
At one time Johnson was the vice president of the Exchange National Bank in the Springs and a director of the Union Gold Mining Company.

Colorado Springs pioneer Norman O. Johnson was one of the very first merchants in the Springs and was a very well-known shop keeper in Cripple Creek and Pueblo.

Johnson had been in ill health since June of 1897 with his asthma which was compounded by heart issues. Because of this, he and Miss Ellen moved



NORMAN O. JOHNSON.



Ellen Henry Johnson

down to the lower altitude of Pueblo.

N.O. Johnson died on November 20, 1897 with his wife at his side, while at the Grand Hotel in Pueblo. His obituary stated that he was one of the most successful businessmen in the state of Colorado.

## DRY GOODS AND CARPETS

N. O. Johnson is now settled in his store at

**NO. 24 PIKE'S PEAK AVENUE. NO. 24.**

And is daily receiving new goods. A large line of New Style Carpets in Ingrains, Linoleums, Body Brussels and Moquettes, just received. Our

## Special Sale of White Goods

Muslin Underwear, Laces and Embroideries this week should be taken advantage of by all. New Dress Goods at very low prices. A cordial invitation is extended to all to call and inspect our stock and see our New Store.

# N. O. JOHNSON.

No. 24 Pike's Peak Avenue.

Colorado Springs Gazette, March 8, 1887

## N. O. Johnson & Sons

230 BENNETT AVE.

Now Have the Most Complete Line of

## Ladies' Underwear

EVER SHOWN IN THIS CITY

Ladies' Fleece-lined Cotton Underwear, 25c., 35c. and 50c. a Garment.

Ladies' Natural Wool, 75c., \$1.00 and \$1.50 a Garment.

Ladies' Union Suits from \$1.25 to \$3.75 a Garment.

A FULL LINE OF

Children's in Cotton and Wool,  
AND ALL SIZES.

Call and See Us Before Buying.

## N. O. Johnson & Sons

230 BENNETT AVE.

The Weekly Journal, Cripple Creek, Colo, October 5, 1895

THE SECOND GRAND SPRING

MILLINERY OPENING AT

## N. O. JOHNSON & SONS

Main and Sixth Streets, Pueblo, Colo.

WILL OCCUR

Wednesday, March 10,

..... Afternoon and Evening.

Music by the Second Regiment Orchestra from 7 to 10 p. m. Souvenir bouquets given each lady.

Ladies may expect to see the greatest display of Foreign and Domestic patterns ever shown in our rooms. Our flower show alone will repay a visit.

Come one, come all, and enjoy the day with us.



## N. O. JOHNSON & SONS.

The Colorado Daily Chieftain, March 8, 1897

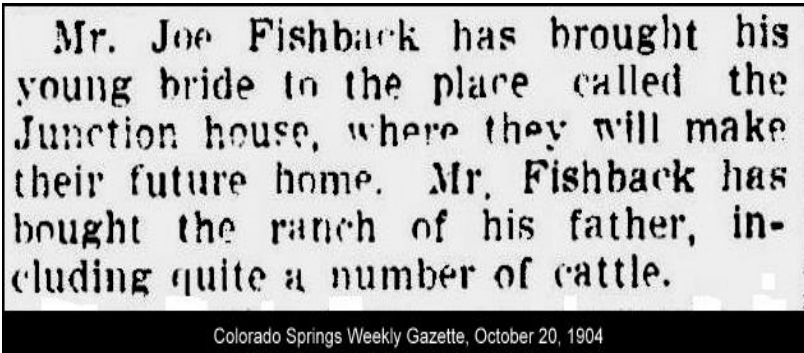
## M.S. Fishback

On September 15, 1903, M.S. Fishback bought from the Johnson Estate the Sharrock Homestead and all of its original 160 acres.

McShelby Fishback<sup>5</sup> was born in Kentucky on June 10, 1850. He married Eliza H. Goddard on June 18, 1876. Eliza was born October 23, 1853 in Louisville, Kentucky.

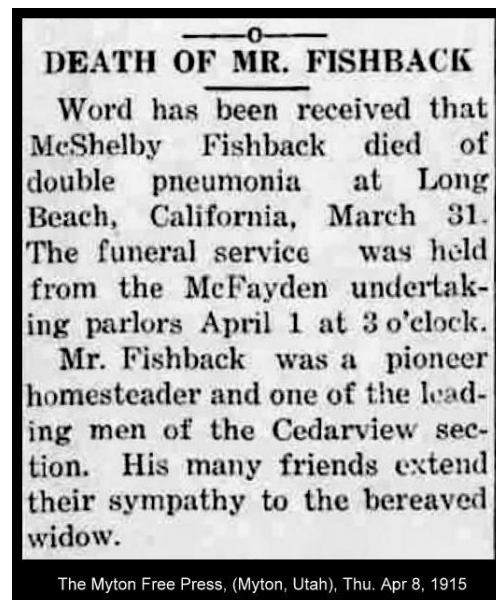
The Fishback's were a large family, five girls and four boys, that moved around quite a bit in those days. Both McShelby and Eliza were born in Kentucky, were married in Kentucky and four of their first five children were born in Kentucky with their second child born in Massachusetts. Their sixth and seventh children were born in Kansas while the two youngest were born in Oklahoma. They were a very close-knit family, seemingly always moving together and even living together under the same roof.

After the death of their oldest daughter Helen in Oklahoma, the Fishback's headed west and first appeared in the Colorado Springs city directory in 1901. At that time, M.S. and Eliza were living at 124 Hill St. It wasn't long before adult son's Frank, Joseph, McShelby Jr. and Edward joined the family at the same residence.



Mr. Joe Fishback has brought his young bride to the place called the Junction house, where they will make their future home. Mr. Fishback has bought the ranch of his father, including quite a number of cattle.

Colorado Springs Weekly Gazette, October 20, 1904



**DEATH OF MR. FISHBACK**

Word has been received that McShelby Fishback died of double pneumonia at Long Beach, California, March 31. The funeral service was held from the McFayden undertaking parlors April 1 at 3 o'clock.

Mr. Fishback was a pioneer homesteader and one of the leading men of the Cedarview section. His many friends extend their sympathy to the bereaved widow.

The Myton Free Press, (Myton, Utah), Thu. Apr 8, 1915

With the purchase of the Sharrock homestead, M.C. ran cattle on the place. The Sharrock's entertained and would have house party's with lots of company, complete with a taffy pulls. In October of 1904 son Joseph married Abigail Fitch. An October 20, 1904 newspaper story says that Joseph bought the ranch and cattle from his father and moved his new bride onto the property. In 1906 the Fishback Family decided to pack up and leave Colorado for Utah where M.C. filed for a homestead. Several of his children also homesteaded there, all adjacent to their fathers new land. In total, the family had just over 800 acres on the Uintah and Ouray Indian Reservation which is located in northeastern Utah.

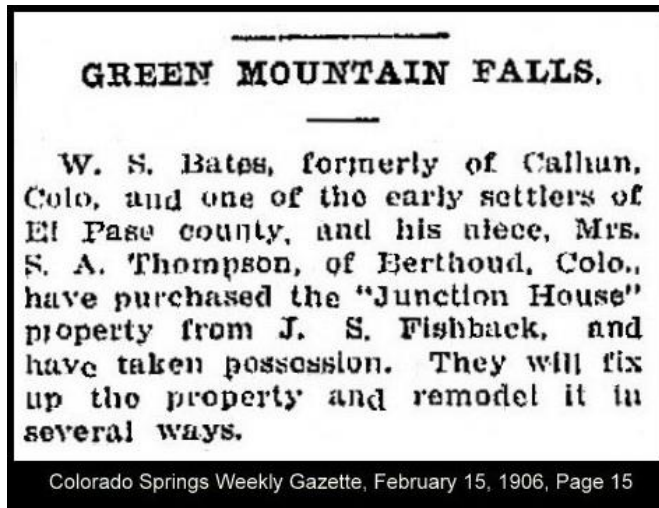
By 1912 they all ended up in Long Beach, California and most are buried there.

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<sup>5</sup> who preferred to be addressed as "Shelby" and signed his name "M.S. Fishback"



## William S. Bates



On February 1, 1906, Joseph Fishback sold the 160 acre ranch to Mr. W. S. Bates.

Bates was a pioneer rancher from out at Calhan with his wife Anna. He was also a successful businessman having owned and operated a mercantile and a hotel. At Calhan he was the postmaster for many years.

After Anna died in 1906, W.S. was very close to his niece Clarise and her husband Samuel Thompson.

W.S. and Samuel bought a grocery business from A.C. Van Galder in Berthoud, Colorado in the spring of 1904 (about May 25, 1904).

The Thompson's and Bates moved back to the Calhan area in the spring of 1904 with W.S. living with Clarise and Sam. What they did with their newly purchased store, I do not know.

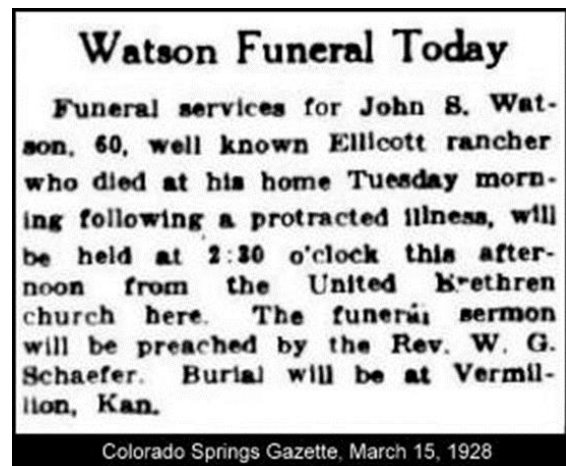
I was unable to find much on Mr. William S. (W.S.) Bates, not even when or where he died. I was also unable to find any information at all on what he did with the Junction House when in his possession, except for the fact that on April 3, 1912 he sold the full 160 acres to John S. Watson.

## John S. Watson

As with W.S. Bates, not too much is known about this new owner of the Sharrock Homestead.

John S. Watson, was a farmer living in Ellicott, Colorado when he bought the Junction House property from William Bates on April 3, 1912. On the 20th of January in 1913 and for whatever reason, John quit claimed the land to his wife Sadie.

Sadie kept the property up until August 29, 1917 when she sold to Lillian M. Starrett. The warranty deed at that time was in the name of both "Sadie Watson and J.S. Watson" (#97396, bk188,pg495).



John was born in 1868 in Vermillion, Kansas. Sadie was born in 1883, in Frankfort, Kansas. They were the parents of four children. John died on March 13, 1928 at his home in Ellicott, Colorado. He is buried in his hometown of Vermillion, Kansas. Sadie remarried 20 years later (to LeRoy Stafford) and died on July 10, 1976 in Colorado Springs and is also buried back in Vermillion.

## Clyde and Lillian Starrett

On August 29, 1917, John and Sadie Watson sold to Colorado Springs resident Clyde Starrett, the Junction House ranch, still containing 160 acres. When Clyde bought the place, he had the deed drawn up in the name of his wife Lillian as he did with many business transactions.

Clyde was one of the leading citizens of Macon, Missouri even though his residence was almost 60 miles away in Lancaster. In Macon, he worked as a court reporter from 1889 up until 1900. While in Lancaster, he was also the editor of the Lancaster Excelsior newspaper.

On June 6, 1894 he married Lillian Mitchell of Lancaster. They were the parents of two daughters. Mary was born while still living in Missouri in 1895. Elizabeth was born unintentionally in Phillipsburg, Kansas in 1905. By “unintentionally” I mean that as the family was enroute to Colorado Springs following a visit back home in Missouri, Elizabeth decided it was time to come into the world as they were passing through Phillipsburg.

It was in 1900 that the Starrett’s moved to Colorado where Lillian, besides raising Mary and later Elizabeth, was very active in social events in and around Colorado Springs. Among other things, Lillian was mainly interested in the temperance movement. So much so that in 1931 she was elected president of the district Women’s Christian Temperance Union in Colorado Springs. The Women’s Christian Temperance Union (WCTU) was one of the most influential organizations in the United States, pushing to ban alcohol.

When he first arrived in Colorado Springs, Clyde was a deputy clerk of the El Paso County Court and from 1902 to 1907 he served as a District Court Clerk. In 1905 he bought the El Paso County Democrat newspaper from T.B. and Nellie Pyles<sup>6</sup>. In 1910 Starrett was admitted to the Colorado Bar and that same year was named police magistrate of Colorado Springs. He soon became a very well-known and prominent attorney in Colorado Springs having his own private practice from 1914 to 1930. He was a District Judge in 1931 and 1932 before being elected as the District Attorney for El Paso, Teller and Douglas counties. He was a prominent member of the democratic party and a member of the Unitarian church.



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<sup>6</sup> The Pyles had started out in Florissant, Colorado as owner operators of the Crystal Peak Beacon.



As DA, Clyde was well known in Teller County as he was accused of turning a blind eye to gambling in the 1930s. In fact, in 1936 the Cripple Creek Times-Record ran a front page editorial attacking Starrett for his lack of enforcement of gambling laws. In 1938 the Denver Post asked why a Grand Jury hasn't been seated to investigate why Starrett hasn't prosecuted violators of the antigambling laws.

The Starrett's kept the Junction House property up until February 21, 1920. After a short illness, Clyde died at 68 years of age on August 30, 1940 while in Colorado Springs' Beth-El hospital. Lillian Starrett died on June 28, 1959 at her home in Colorado Springs. They are both buried at Evergreen Cemetery.

FYI, I live in Lake George and have researched our Park County history for many years. Clyde Starrett has long been known to me as the attorney who represented Mr. Henry Rockett of Lake George in 1915. Henry shot and killed Thomas Mullican on November 26, 1915. Starrett won his case and Rockett was acquitted. However that verdict started a 7 year "war" in the small village of Lake George that included the shooting up of the town post office and the total burning of the Lake George Hotel in 1922. That hotel was built by the namesake of our town, George Frost.

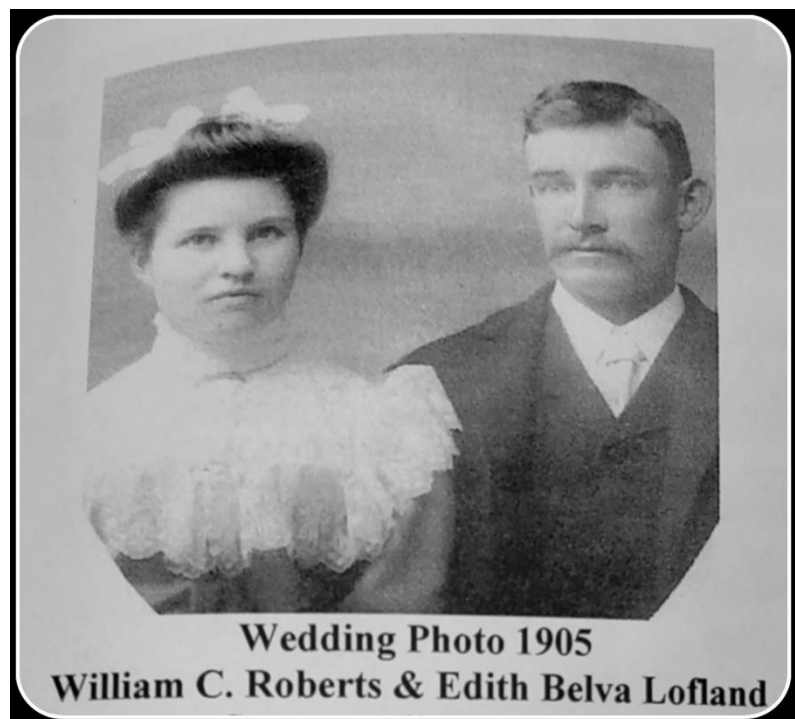
## **William and Edith Roberts**

On February 21, 1920, William and Lillian Starrett sold to William and Edith Roberts the entire 160 acre ranch known as the Junction House. However, from this point the place was known as the "Roberts Ranch". The Roberts' were a very well known and respected family in the Ute Pass area.

Edith Belva "Belle" Roberts was born in Green Mountain Falls on January 4, 1889 to George and Eudora Lofland, a Green Mountain Falls pioneer family.

Edith was a member of the Green Mountain Falls Community Church (today's Church in the

Wildwood) and its Green Mountain Falls Guild. Edith worked very hard every day keeping the farmhouse going and raising their three children.



William Charles Roberts was one of eight children born to Charles and Hannah Roberts (a pioneer family of the Woodland Park area) in Winnebago, Illinois on February 10, 1877. The family is listed in the 1885 Colorado census. The 1900 Federal census lists 23 year old William as a teamster, living here with his father Charles.

It was on November 5, 1905 that William married Edith. The couple were parents to three children, Fred (1907-1985), Bessie (1909-1992) and Eudora (1910-1997). The 1910 Federal Census as well as his 1918 draft registration card, shows that William lives here and makes his living as a farmer.

William was declared insane sometime in the early 1930s and was committed to the Colorado State Hospital For The Insane in Pueblo.

It was on February 15, 1938, that Edith sold via a Warranty Deed to Bert Ligon the full 160 acres for a reported \$1625. However, a Conservator's Deed dated June 2, 1938 shows that she sells half interest in the 160 acres to Ligon. I can't explain this, but a title expert could.

William died November 25, 1940 and is buried in Woodland Park. Edith died February 15, 1971 and is also laying at rest with William in Woodland Park.



### **Bert and Rita Ligon**

As mentioned above, on February 15, 1938, Edith Roberts sold to Bert Ligon the full 160 acres for a reported \$1625 and on June 2, 1938 a Conservator's Deed shows that she sells half interest in the 160 acres to Ligon. Again, I can't explain this, but a title expert could. What was known as the "Roberts Ranch" is now known as the "Pinestone Ranch".

Bert Ligon was born in Kerrville, Texas on February 14, 1896. He was James and Cassandra Ligon's eldest of eight children.

In his early teen years, Bert worked as a "Butcher Boy" on the San Antonio and Aransas Pass Railroad between San Antonio and Kerrville. FYI, a "Butcher Boy" would board the trains at division points, in Berts case, at Kerrville. They go through the cars selling newspapers, books, candy, canned beans, fruit, homemade rolls, coffee, cigars and cigarettes. They leave the train at the next major stop, again in Berts case. at San Antonio to refill their baskets, and board a returning train.

Bert left Kerrville in 1913 for Electra, Texas where he worked as a "well-shooter". Oil well shooting is a method of increasing production of an oil well using explosives. When the United

States entered World War I, Bert went back to Kerrville and enlisted in the army. After his discharge he located in Wichita Falls where he became one of the leading and most successful oil operators in North Texas. He was the owner of Bert Ligon Oil Company of Wichita Falls.

Marguerita “Rita” Taylor was born on June 13, 1898 in Quebec, Canada. She came to the Colorado Springs area in 1908. She attended Colorado Springs High School graduating there in 1916. Until her marriage on Christmas Day in 1914 to Bert, “Rita” worked as a legal secretary in the Springs. Rita’s parents, Maurice and Margaret Taylor, left Canada and came to Colorado Springs in 1908 then moved up the Pass to Crystola in about 1909.

It was shortly after their purchase of the Roberts Ranch that Rita’s father Maurice, who was a stonemason, built the nice stone house on the Old Road, just below the old Junction House location.

Bert Ligon died in 1941 at a very young 44 years of age. At that time, Rita took over all of their assets including the Bert Ligon Oil Company.



On October 25, 1946 Rita sold “approximately” seven acres of the ranch to James and Mary Wilson. Those acres are the area of the Ute Pass Sand & Gravel Co. today. In reality, the sale was closer to only 5 acres. This was also the start of the 160 acre Sharrock Homestead being sold off in pieces. On the thirteenth of June, 1978 the estate of Rita Ligon sold to William Stackhouse III that part of the old Junction House property that is now Walmart.

Rita died on July 15, 2000 at her home in Colorado Springs.

### **William Stackhouse III**

An investor living in California, Will Stackhouse III was now the owner of large pieces of what used to be the Sharrock Homestead. In both the years of 1995 and 1999, the City of Woodland Park’s Master Plan depicted the Stackhouse property as “Big Box” and the City annexed that particular 45 acres. Stackhouse held onto the property for about 27 years when for the second

# **Wal-Mart is looking at property**

Ute Pass Courier, October 27, 2004



# City confirms Wal-Mart's location

By Norma Engelberg

Woodland Park city manager Mark Fitzgerald confirmed on Monday that the 45-acre Stackhouse property at the east end of the city is under contract by Wal-Mart but he didn't know the conditions of the contract. The property belongs to Will Stackhouse who lives in California.

Ute Pass Courier, November 10, 2004

time, rumors of a Walmart coming to Woodland Park started circulating. There was a lot of opposition to a megastore coming to the area. Among the main concerns were that the store would run all of the Mom & Pop stores out of business.

In November of 2004 the City of Woodland Park announced that Walmart was indeed looking at the Stackhouse property. However, it was about a month prior to that announcement that a deal had already been struck between Stackhouse and Walmart. The 45 acres was officially sold to the corporate giant on

October 12<sup>th</sup>, 2005.

## Group forms to fight Wal-Mart opening

On Thursday, November 18, a group of more than 200 residents of Teller County met at the Woodland Park Library to begin organizing a campaign against Wal-Mart opening in Woodland Park.

Ute Pass Courier, November 24, 2004

This started a spirited division within the City between "Pro" and "Con" Walmart citizens. The "Pro" people wanted the conveniences while the "Con" warned of crime, litter, traffic and losing the "Small Town" atmosphere. Dozens of "Letters to the Editor" were written. Editorials were written by both the Publisher and Editor of the local paper. Comments by the Mayor and City Council members were in the local papers too. Petitions were passed around and Woodland Park even held a special election concerning megastores.

### LETTERS TO THE EDITOR

*Just say no to Wal-Mart*

Wal-Mart in our beautiful town? Just say No! Why would we want a big grey ugly box ruining the aesthetics of our lovely, peaceful town?

*Don't lose your soul*

Each community has its own special atmosphere and sense of well-being—a soul, if you will. That all changes when the "Big Box" moves in.

Ute Pass Courier, November 17, 2004

## LETTERS TO THE EDITOR

### *I want Wal-Mart*

I want a Wal-Mart... Heck, I'd also be in favor of Kentucky Fried Chicken, Chipotle's, Home Depot, Sam's Club, Target, Big R and a variety of other establishments.

### *Wal-Mart: Necessary in Teller County*

I am very interest in Wal-Mart moving into the area. The great citizens of Woodland Park are complaining about ruining the town character and heritage of Woodland Park, well, you have already done that

Ute Pass Courier, December 1, 2004

The question of a six month big box store moratorium went before the city council and was voted down 6-1.

Then the same question went to the voters, so a special election was held with a "yes" or "no" question on "Should Woodland Park impose a moratorium on big box stores".

With a 62% turnout, the moratorium was soundly shot down nearly 2-1 which cleared the path for the Megastore. The "Pro Walmart" citizens won the battle and the wheels

of change started turning.

## WOODLAND PARK BATTLE

**1,573**

number of people who voted to reject a moratorium on big-box stores in Woodland Park.

**891**

number of people who voted for the moratorium.

# Vote paves way for Wal-Mart

Colorado Springs Gazette, May 4, 2005

## Wal-Mart submits plans for WP

Ute Pass Courier, January 12, 2005

## Pikes Peak COURIER VIEW

**WEDNESDAY**  
September 19, 2007  
75 cents

# The wait is over

Wal-Mart rolling back the curtain, is set to open today

Pikes Peak Courier View, September 19, 2007

With the Stackhouse sale to Walmart, it officially closed the chapter on the Sharrock Homestead and Junction House. The historic Pinestone ranch house, barns, stables, corrals and small arena were now on Walmart property. They were all razed and the retail giant's box store was erected in their place. This completed the new look of Woodland Park, a look that went from "small town" to one that is identified as a "strip mall" of box stores and fast food chains, just another suburb of Colorado Springs.

Two footnotes on the Junction House:

The photo here is from the Ute Pass Historical Society's "Discovering Ute Pass". It very well could be the old original barn from the Junction House days. Like most historical structures in the Woodland Park area, it was razed, but I can't remember when.



The house that remains on the south end of the Walmart property is the house where Freddie and Evelyn Roberts lived when they were first married on May 23, 1931. Two of their four children were actually born in this house; Fay Roberts was born there in 1933 and Bonnie in 1934. This house was built by George and Eudora Lofland . ---sp





November 1, 1881, Sharrock Patent Document

380

Ex



The United States of America,

To all to whom these presents shall come, Greeting:

Homestead Certificate No. 339  
Application 1168

~~Whereas~~ There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of George H. Sharrock

has been established and duly consummated, in conformity to law, for the northeast quarter of the south-east quarter, the south half of the north-east quarter and the north-west quarter of the north-east quarter of section thirty-one, in Township twelve south, of range sixty-eight west, in the district of lands subject to sale at Pueblo, Colorado, containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

Now know ye, That there is, therefore, granted by the United States unto the said George H. Sharrock the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said George H. Sharrock and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, J. Rutherford B. Hayes, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the first day of November, in the year of our Lord one thousand eight hundred and eighty, and of the Independence of the United States the one hundred and fifth.



BY THE PRESIDENT:

R. B. Hayes, President of the United States of America.  
By W. H. Brooks, Secretary.  
S. H. Clark, Recorder of the General Land Office.

This granted the CMRR a right of way through the property of George Sharrock

**This Deed,** Made this twenty fourth day of September in the year of our Lord one thousand eight hundred and eighty-five

between George W. Shover

of the County of El Paso  
The Colorado Midland Railway Company

and State of Colorado, of the first part, and  
the County of \_\_\_\_\_  
\_\_\_\_\_ of Colorado, of the second part.

**WITNESSETH,** that the said party of the first part, for and in consideration of the sum of One Dollar,

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, he has remised, released, sold, conveyed and Quit-Claimed, and by these presents does remise, sell, convey and Quit-Claim unto the said party of the second part, its heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real estate, lying and being in the County of El Paso and State of Colorado, to wit:

A strip of land fifty feet wide on each side of the center of the road of The Colorado Midland Railway, extending through the west half of the southwest quarter (4) and the southeast quarter (5) of the northeast quarter (6) and the north east quarter (7) of the Southwest quarter (8), Section Twenty-one (21) Township South, Range Forty-eight East, of the Sixth (6S) Principal Meridian, plus or minus the less, that the location of Town of said Railway requires do not extend more than one hundred and fifteen feet (150 ft.) from the western corner of the main building house in Northernmost, that the said part of the present lot shall constitute as assigne agree not to run a ditch or irrigation canal through the same nor surrounding his dwelling, as now located

**TO HAVE AND TO HOLD THE SAME,** together with all and singular the appurtenances and privileges thereto belonging, or in anyway thereto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns forever, promising to pay no money thereon.

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

Signed, sealed and delivered in Presence of

John A. Linder  
Geo. H. Shover

E. J. Bates  
County Clerk

**STATE OF COLORADO,  
COUNTY OF EL PASO.**

I, E. J. Bates, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original thereof filed in my office this 29th day of January, A.D. 1886.

Filed for Record the 29th day of January, A.D. 1886 at \_\_\_\_\_ o'clock P.M.

TRUSTEES' DEED—The Gazette Printing Co., Printers and Manufacturing Stationers, Colorado Springs, Col.

[illegible]

Alfred and company made to secure the payment of their own portion promising not leaving more debt with said dead & trust & payable to the order of the Collingtons Savings Bank of Chesham Rd. one year after date thereof for the sum of one thousand dollars (\$1000) and int: 6% annum as by note of the said bank annexed. None date until paid.

179. He said George H. Harwood departed this life over about the first day of October, 1877, at the County Court, and El Paso County, has since charge of the estate of the said George H. Harwood since said said decease.

[illegible]

First insertion March 28, 1870  
Last insertion April 28, 1870

Estado y Calcular

1. W. Colwell, being furnished with a copy of the same, is the publisher  
of a weekly religious newspaper, which is printed & published in the City of Orlando, in the County  
of Seminole, & which is called, "The Herald Messenger." That a notice, which, it  
appeared, is a printed copy, and former small newspaper, after published, during the time, of the  
last paper, and paper, continuing the same, was, March 25, 1897, & the date of the last paper containing the  
same, was, April 28, 1897.

Witnessed by Me, J. A. [illegible] 22<sup>nd</sup> day of April 1890. at said City of Colorado Springs  
J. A. [illegible]

My commission expires Dec. 20, 1898.



# February 1, 1906 Fishback & Fishback to W.S. Bates

Bk 409 479

WARRANTY DEED. — (200.) — The Old West Printing and Stationery Co., Colorado Springs, Colo.

No. 12367

## WARRANTY DEED.

Filed for record at 8:00 a'clock, P. M.,  
1906

STATE OF COLORADO, ss.  
County of El Paso.

**Chis Deed.** Made this 1st day of February, 1906, in the year of our Lord one thousand nine hundred and six, between

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

of the County of El Paso and State of Colorado, of the second part:

**WITNESSETH**, That the said part 1st of the first part, for and in consideration of the sum of Dollars, to the said part 1st of the first part in hand paid by the said part 2nd of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part 2nd of the second part, heirs and assigns forever, all the following described lot or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

Block 123, South Range City and El Paso, Texas, 1st 1/2 Sec. 10, T. 10 N., R. 10 E., S. 10 E.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the right, title, interest, claim and demand whatsoever of the said part 1st 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 2nd of the second part, heirs and assigns forever. And the said part 1st of the first part, for and in consideration of the sum of Dollars, to the said part 2nd of the first part, heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said part 2nd of the second part, heirs and assigns, that at the time of the executing and delivery of these presents, the said part 2nd of the second part, well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has full 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 aforesaid.

and the above bargained premises in the quiet and peaceable possession of the said part 2nd of the second part, heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part 1st of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

STATE OF COLORADO.

County of El Paso.

Notary Public for the State of Colorado.

My commission expires

# April 3, 1912 W.S. Bates to John S. Watson

340

Bk 162

WARRANTY DEED.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

No. 80156  
WARRANTY DEED.

FROM  
W. S. Bates

TO  
John S. Watson

Filed for record at 9.30 o'clock A. M.  
Dec. 11 1912

Thos. T. Barnard

By C. A. Vanatta

This Deed, Made this Third day of April in the year of our Lord one thousand nine hundred and twelve between W. S. Bates

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

John S. Watson

of the County of El Paso and State of Colorado, of the second part:

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations known to the said part Y of the first part in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part Y of the second part, his heirs and assigns, forever, all the following described lot or parcels of land, situate, lying and being in the County of Teller and State of Colorado, to-wit:

The Northeast (NE $\frac{1}{4}$ ) quarter of the Southeast (SE $\frac{1}{4}$ ) and the South half (S $\frac{1}{2}$ ) of the Northeast (NE $\frac{1}{4}$ ) quarter, and the Northwest (NW $\frac{1}{4}$ ) quarter of the Northeast (NE $\frac{1}{4}$ ) quarter of Section Thirty One (31) Township Twelve (12) South, Range Sixty Eight (68) West of the 6th P. M. Except The Right-of-way of The Colorado Midland Railway Company.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part Y 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 Y of the second part, his heirs and assigns forever. And the said W. S. Bates

part Y of the first part, for his heirs, executors and administrators, do as covenant, grant, bargain and agree, to and with the said part Y of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and inalienable estate of inheritance, in law, in fee simple, and has a 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 as nature soever;

and the above bargained premises in the quiet and peaceable possession of the said part Y 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 Y of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said part Y of the first part has set his hand

at his hand, and seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of W. S. Bates

W. S. Bates

W. S. Bates

W. S. Bates

W. S. Bates

STATE OF Iowa  
County of Wapello

I, H. H. Evans a Notary Public

for said County, in the State aforesaid, do hereby certify that W. S. Bates who is

personally known to me

is the person whose name is subscribed to the annexed deed,

appeared before me this day in person, and

acknowledged

that he signed, sealed and delivered the said instrument of writing as his free and voluntary act

for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 6th day of April A. D. 19 12.

My commission expires July 4 19 12.

H. H. Evans

Notary Public Wapello Co. Iowa

(Notarial Seal)

# January 20, 1913 Quit Claim Deed, Watson to Watson

189

6k 152

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508. QUIT-CLAIM DEED.—The Out West Printing and Stationery Co., Colorado Springs, Colo.

No 81367

**QUIT-CLAIM DEED.**

John G. Watson

TO

Sadie Watson

I hereby certify that this Deed was filed for Record on the 11 day of April A. D. 1913 at 9:48 o'clock A. M.

Thos. T. Barnard  
Recorder

By W. J. Partia  
Deputy

**This Deed,** Made this 20th day of January in the year of our Lord one thousand nine hundred and thirteen between John S. Watson

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

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

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One no/100 DOLLARS, to the said part Y of the first part in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, he s. remised, released, sold, conveyed and QUIT-CLAIMED, and by these presents do s. remise, release, sell, convey and QUIT-CLAIM unto the said part Y of the second part, her heirs and assigns, forever, all the right, title, interest, claim and demand which the said part Y of the first part ha. s. in and to the following described Lands

The West One half (½) of the North East quarter and the South east quarter of the North east quarter and the North east quarter of the South east quarter Sec Thirty one (31) Township Twelve (12) Range sixty Eight West of the 6th P.M.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the appurtenances and privileges thereto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part Y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part Y of the second part, her heirs and assigns, forever.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

John S. Watson

STATE OF COLORADO

County of El Paso

I, Daniel V. Prewett, a Notary Public in and for said County, do hereby certify that John S. Watson

personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 20 day of January A. D. 1913.

My commission expires 191

My Commission Expires May 9th, 1915

(Notarial Seal) Daniel V. Prewett



# August 29, 1917 J.S. & Sadie Watson to Lillian Starrett

Bk 188 495

WARRANTY DEED—The Calk West Printing and Stationery Co., Colorado Springs, Colo.

<p>No. 97398</p> <p><b>WARRANTY DEED.</b></p> <p>FROM</p> <p>Sadie Watson and J.S. Watson</p> <p>TO</p> <p>Lillian M. Starrett</p> <p>Filed for record at 9.50 o'clock A.M. Sept 19 1917</p> <p>Orrin L. Fuller Recorder</p> <p>G.M. Price Deputy</p>	<p><b>This Deed,</b> Made this <u>Twenty ninth</u> day of <u>Aug</u> in the year of our Lord one thousand nine hundred and <u>Seventeen</u> between <u>Sadie Watson and J.S. Watson wife and husband</u> of the County of <u>El Paso</u> and State of Colorado, of the first part, and <u>Lillian M. Starrett</u> of the County of <u>El Paso</u> and State of Colorado, of the second part:</p> <p>Witnesseth, That the said part <u>Y</u> of the first part, for and in consideration of the sum of <u>One Dollar &amp; other valuable considerations</u> to the said part <u>ies</u> of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part of the second part, <u>her</u> heirs and assigns, forever, all the following described lot or parcel of land, situate, lying and being in the County of <u>Teller</u> and State of Colorado, to-wit:</p> <p><u>The Northeast (NE 1/4) quarter of the Southeast (SE 1/4) quarter and the South half (S 1/2) of the Northeast (NE 1/4) quarter and the Northwest (NW 1/4) quarter of the Northeast (NE 1/4) quarter of section Thirty one (31) Township Twelve (12) South, Range sixty eight (68) West of the 8th P.M. except the Right of way of The Colorado Midland Railway Company.</u></p> <p>Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part <u>ies</u> of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.</p> <p>To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said part <u>y</u> of the second part, <u>her</u> heirs and assigns forever. And the said <u>Sadie Watson and J.S. Watson</u> themselves <u>their</u> heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said part <u>y</u> of the second part, <u>her</u> heirs and assigns, that at the time of the enrolling and delivery of these presents, <u>they are</u> 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. <u>or</u> nature soever.</p> <p>and the above bargained premises in <u>the</u> quiet and peace <u>able</u> possession of the said part <u>y</u> of the second part, <u>her</u> heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, <u>the</u> said part <u>ies</u> of the first part shall and will Warrant and Forever Defend.</p> <p>In Witness Whereof, The said part <u>ies</u> of the first part have hereunto</p> <p>set <u>their</u> hands and seal <u>a</u> the day and year <u>first</u> above written.</p> <p>Signed, Sealed and Delivered in <u>the</u> Presence of</p> <p style="text-align: right;">Sadie Watson J S Watson</p> <p>STATE OF COLORADO, ss. Alf W. Hopkins a Notary Public in and for El Paso County, in the State aforesaid, do hereby certify that <u>Sadie Watson and J.S. Watson wife and husband</u> who are personally known to me to be the person whose names are subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that <u>they</u> signed, sealed and delivered the said instrument of writing as <u>their</u> free and voluntary act and deed, for the uses and purposes therein set forth.</p> <p>Given under my hand and notarial seal, this <u>29th</u> day of <u>August</u> A.D. 19 <u>17</u></p> <p style="text-align: right;">My commission expires <u>Jan 8th</u> 19 <u>18</u></p> <p style="text-align: right;">(Notarial Seal) Alf W. Hopkins Notary Public</p>
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# February 21, 1920 Lillian Starrett to William & Edith Roberts

421

WARRANTY DEED—The Out West Printing and Stationery Co., Colorado Springs, Colo.

No. 103188

**WARRANTY DEED.**

FROM  
Lillian M. Starrett

TO  
William C. Roberts and  
Edith B. Roberts

Filed for record at 9:35 o'clock A. M.  
March 24th 1920

John H. White  
By E. B. Champion

**This Deed,** Made this 21st day of February in the year of our Lord one thousand nine hundred and Twenty between Lillian M. Starrett of the County of El Paso and State of Colorado, of the first part, and William C. Roberts and Edith B. Roberts of the County of Teller and State of Colorado, of the second part: Witnesseth, That the said part Y. of the first part, for and in consideration of the sum of One Dollar and other good and lawful consideration, do hereby convey unto the said part Y. of the second part, the receipt whereof is hereby confessed and acknowledged, he. a. granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said part Y. of the second part, their heirs and assigns, forever, all the following described lots or parcel of land, situate, lying and being in the County of Teller and State of Colorado, to-wit: The North East quarter of the Southeast quarter, the South half of the Northeast quarter; and the Northwest quarter of the Northeast quarter of Section Thirty-one, Township Twelve (12) South of Range Sixty-Eight (68) West of 4th P.M., except rights-of-way of the Public Road and The Colorado Midland Railway Company.

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said part Y. 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 Y. of the second part, their heirs and assigns forever. And the said Lillian M. Starrett, part Y. of the first part, for herself, her heirs, executors and administrators, do hereby covenant, grant, bargain and agree, to and with the said part Y. of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents, she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has a 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.

and the above bargained premises in the quiet and peaceable possession of the said part Y. of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part Y. of the first part, shall and will Warrant and Forever Defend.

In Witness Whereof, The said part Y. of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of  
Lillian M. Starrett

STATE OF COLORADO,  
County of El Paso ss. I, Fred N. Bontali, in and for said County, in the State aforesaid, do hereby certify that Lillian M. Starrett who personally known to me, to be the person whose name is subscribed to the annexed deed, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 21st day of February A. D. 1920.  
My commission expires November 1920.

(SEAL) Fred N. Bontali  
Notary Public

Revenue \$3.00

122508 "Warranted Entry" 29/1920  
Filed at 1:40 P. M. By Edith B. Roberts

## February 15, 1938 Edith Roberts to Ligon

408

No. 136500

Warranty Deed

Edith B. Roberts

to

Bert L. Ligon

Filed for record

Feb. 21, 1938

8:15 A. M.

Mamie Wells, Recorder

Willsa Gustin, Deputy

THIS DEED Made this 15th day of February in the year of our Lord one thousand nine hundred and thirty-eight, between Edith B. Roberts of the County of Teller and State of Colorado, of the first part, and Bert L. Ligon of the County of Archer and State of Texas, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Thousand Six Hundred Twenty-five and no/100-DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Teller and State of Colorado, to-wit:

All of my right, title and interest in and to the Northeast Quarter of the Southeast Quarter: The South Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section Thirty-one in Township Twelve South of Range Sixty-eight West of the 6th Principal Meridian in Teller (formerly El Paso) County, Colorado.

TOGETHER with all ditches and ditch rights of way, and all rights to, and interest in, ditches and ditch rights of way, and all water and water rights, which have been and are, used for the irrigation of the above described lands, and for the irrigation of any part thereof.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Edith B. Roberts party of the first part, for herself, her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents she was well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has 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, excepting all existing reservations and rights of way for roads, railroads and ditches, or any of them, which include any part of the premises above described and the above bargained premises in the quiet and peaceable possession of the said party 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, and Edith B. Roberts the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

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

Signed, Sealed and Delivered in Presence of

Edith B. Roberts (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

STATE OF COLORADO,

El Paso County.

ss.

I, Maurine Shelby, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edith B. Roberts who is personally known to me to be the person whose name is subscribed to the foregoing Deed appeared before me this day in person, and acknowledged that she signed, sealed

## June 2, 1938 Edith Roberts to Bert Ligon

No. 137232 ✓

Book 161, Page 493

Conservator's Deed

Edith B. Roberts  
As Conservatrix of the  
Estate of William C. Roberts,  
to  
Bert L. Ligon.

Filed for record  
June 8, 1938  
12:35 P. M.  
Mamie Wells, Recorder,  
Ruth Cox, Deputy.

THIS INDENTURE, Made this 2nd day of June,  
in the year of our Lord One Thousand Nine Hundred and  
thirty-eight, between Edith B. Roberts as Conservatrix  
of the Estate of William C. Roberts, Insane and Bert  
L. Ligon of Wichita Falls County of Archer, and State  
of Texas, party of the second part, Witnesseth that:

WHEREAS, in the County Court of the County of  
Teller, in the State of Colorado, on the 1st day of June, A. D. 1938, in the Matter  
of the Estate of William C. Roberts, Insane, the following decree was made and enter-  
ed of record, to-wit:

STATE OF COLORADO, }  
County of Teller. } ss.

IN THE COUNTY COURT.

IN THE MATTER OF THE ESTATE OF  
WILLIAM C. ROBERTS  
Insane.

DECREE FOR SALE OF REAL ESTATE.

Now on this day comes Edith B. Roberts Conservatrix of the estate of  
William C. Roberts, Insane, the petitioner herein, in person and by C. H. Babcock  
her attorney, and Bessie Myers, Fred R. Roberts and Rudora Travis, not appearing  
either in person or by attorney, and William C. Roberts, Insane, appearing by  
George K. Thomas, his guardian ad litem, heretofore duly appointed, and this cause  
now coming on to be heard upon the petition for the sale of the real estate of  
said William C. Roberts Insane, and it now satisfactorily appearing to the Court  
from the records and files of said Court herein, that an order has been heretofore  
entered fixing the 28th day of May, A. D. 1938, as the day for the hearing upon  
said petition; that on said day said hearing was duly continued to this day; that  
at least twenty days before the date set for hearing said petition, notice of  
hearing the petition was personally served upon William C. Roberts in Pueblo County,  
Colorado, by Earl Dunlap, Deputy; and upon George K. Thomas, as Guardian ad litem  
for William C. Roberts, Insane in Teller County, Colorado, by Cecil A. Markley,  
Sheriff of Teller County, Colorado, together with a copy of said petition. That  
the following named persons accepted, waived or acknowledged service or appeared  
herein, to-wit: Bessie Myers, Fred R. Roberts, Rudora Travis, Edith B. Roberts,  
and George K. Thomas That said notice and the service thereof are regular and in



October 25, 1946 Rita Ligon to James W. Wilson

106

BK 261

annual assessment work on mining Act of Congress June 1949. Such notice is filed in lieu of annual assessment work for the year ending 12 o'clock meridian July 1st, 1949.

Dated this ninth day of July, A. D. 1949.

Witness my hand and seal this ninth day of July, A. D. 1949.

Subscribed and sworn to before me, this }  
9th day of July, A. D. 1949. }  
Mamie Wells }  
County Clerk }  
(Official Seal)

Ethel Studley (Seal)

Chas. W. Morris (Seal)

(Seal)

No. 156992 ✓

Deed

Marguerite Taylor Ligon

to

James W. Wilson and  
Mary H. Wilson

Filed for record  
at 8:30 A. M.  
July 11, 1949.

Mamie Wells

Recorder

Helen Fortier

Deputy

THIS DEED, Made this 25th day of October in the year of our Lord one thousand nine hundred and forty-six between Marguerite Taylor Ligon of the County of Teller and State of Colorado, of the first part, and James W. Wilson and Mary H. Wilson of the County of Teller 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 One Thousand Fifteen and no/100 Dollars (\$1,015.00) paid and secured to be paid by James W. Wilson as follows:

\$100 cash, the receipt of which is herein acknowledged and \$915.00 payable in twelve

(12) monthly installments the first eleven (11) of which are \$75.00 each and the twelfth (12th) in the amount of \$90.00, which indebtedness is evidenced by a note of even date herewith and which note draws interest at the rate of 5% per annum, interest payable monthly at the maturity date of each installment, the first installment being due on or before November 28, 1946 and an installment due on or before the 28th day of each month thereafter,

has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second party, their heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Teller and State of Colorado, to-wit:

All that land extending from the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 31, Township 12 South of Range 68, West of the 6th Principal Meridian in Teller (formerly El Paso) County, Colorado: due North on the El Paso and Teller County line four hundred seventy-five (475) feet: thence due West approximately five hundred feet (500) to Highway 24: Thence South along east border of Highway 24 to the South line of the Northeast Quarter of the Southeast Quarter: THENCE West on said line to the point of beginning: said tract containing approximately seven (7) acres.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party 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

September 28, 1976 Estate of Rita Ligon appoints  
1<sup>st</sup> National Bank as her personal Representative

Filed for record Nov. 4, 1977 8:30 am W.L. Johnston, Recorder  
IN THE DISTRICT COURT IN-AND 260053  
FOR THE COUNTY OF EL PASO DRAWER 24 CARD 1715  
STATE OF COLORADO

PROBATE NO. 07042 DIV. 1

IN THE MATTER OF THE ESTATE OF )  
RITA T. LIGON, )  
(Deceased) X~~PROBATE~~ )  
~~intentionally~~ )

LETTERS

THE PEOPLE OF THE STATE OF COLORADO

To all to whom these presents shall come -- GREETING:

WHEREAS, on the 28th day of September, 1976,  
SPRINGS  
THE FIRST NATIONAL BANK OF COLORADO/ was duly appointed or qualified as  
Personal Representative of the above named decedent  
by this Court, or its Registrar, with all the authority thereto pertaining;  
NOW, THEREFORE, these Letters TESTAMENTARY  
are issued as evidence of such appointment, qualification and authority.  
WITNESS, My signature and the seal of this Court this 4th  
day of October, 1976.  
RESTRICTIONS: None

(SEAL)

E. MARIE GARDNER, Clerk of the  
District Court  
By Shelma Newman  
Deputy Clerk

STATE OF COLORADO )  
: SS.  
COUNTY OF EL PASO )

I, E. MARIE GARDNER, Clerk of the District Court of said County,  
do hereby certify that the above are full and true copies of the original  
letters now in my office properly remaining, and that said Letters are now  
in full force and effect.

WITNESS my hand and the seal of said Court, this 18<sup>th</sup>  
day of October, A. D. 1977.

(Seal)

E. MARIE GARDNER, Clerk  
By Shelma Newman  
Deputy Clerk

+3600

June 13, 1978 1st National Bank to Will Stackhouse III

PERSONAL REPRESENTATIVE'S DEED

KNOW ALL MEN BY THESE PRESENTS:

That THE FIRST NATIONAL BANK OF COLORADO SPRINGS, a banking association organized and existing under the laws of the United States of America, (pursuant to the Last Will and Testament of RITA T. LIGON dated July 13, 1973, and by Order of the Court of El Paso County, Colorado, in action number 87-1000 on October 27, 1976), the duly appointed and acting Personal Representative of the Estate of Rita T. Ligon, deceased, in consideration of One Dollar (\$1.00) and other valuable considerations in hand paid, hereby sells and conveys to WILL STACKHOUSE III, of the County of El Paso and State of Colorado, the following real property situate in the County of Teller and State of Colorado, to wit:

That portion of the SE1/4SW1/4 of Section 30 lying West of U.S. Highway 24, the Southerly 10 rods of lot 4 of the SW1/4 of Section 30 lying East of the County Road; and that portion of the NW1/2NW1/4 of Section 31 lying North and East of the County Road and West of U.S. Highway 24 and that portion of the NW1/4NE1/4 of Section 31 lying West of U.S. Highway 24 and North and East of the County Road, in Teller County, State of Colorado,

with all its appurtenances, subject to restrictions, reservations, covenants and easements of record, and subject to the taxes for the year 1978, due and payable in the year 1979, which the Grantee assumes and agrees to pay. The above-referenced Last Will and Testament contains no specific bequest or devise of the above-described real property; and by acceptance of this deed, Grantee acknowledges that he is not any of the parties described under Section 15-12-713, C.R.S., 1973, nor does he have any conflict of interest as described thereunder.

Signed and delivered this 13th day of June, 1978.

ATTEST:

STATE DOCUMENTARY FEE  
Date 6-26-78  
12.00

THE FIRST NATIONAL BANK  
OF COLORADO SPRINGS

Cashier

Vice-President

BY Robert A. Starks  
Vice President and Senior Trust Officer

STATE OF COLORADO )

COUNTY OF EL PASO )

SS

The foregoing instrument was acknowledged before me this 13th day of June, 1978 by Robert A. Starks as Vice President and Robert A. Starks as Cashier Vice Pres. of The First National Bank of Colorado Springs.

Witness my hand and official seal.



Gverna M. Beethe  
Notary Public

My Commission expires: August 27, 1980

Apr 15, 1981 1st National Bank to Will Stackhouse III Trustee Deed

00762434

1981 APR 16 AM 10:18

3125 1112

ARJIS DOCUMENTS  
El Paso County Clerk & Recorder

509690 09/19/2000 08:25AM Page 1 of 1  
Connie Joiner, Clerk & Recorder, Teller County, Colorado

TRUSTEE'S DEED

This Deed, made this 15<sup>th</sup> day of April, 1981,  
by and between THE FIRST NATIONAL BANK OF COLORADO SPRINGS, as  
Testamentary Trustee under the Last Will and Testament of RITA T.  
LIGON, Deceased, Grantor, and WILL STACKHOUSE, III, of the County  
of El Paso, State of Colorado, Grantee.

NOW, THEREFORE, for a valuable consideration, the  
Grantor hereby sells and conveys unto the Grantee, the following  
described real property situated in the County of Teller and  
State of Colorado, to-wit:

That portion of the Southwest 1/4 Northeast 1/4  
of Section 31 Township 12 South Range 68 West  
of the 6th P.M. lying North and East of the  
County Road and West of U.S. Highway 24, in  
Teller County, Colorado.

with all appurtenances subject to easements, restrictions,  
reservations and rights of way of record.

Executed and delivered the day and year first above  
written. **STATE DOCUMENTARY**

ATTEST: APR 16 1981

THE FIRST NATIONAL BANK OF  
COLORADO SPRINGS

FEE \$ None

[Signature]

By [Signature]  
as Trustee under the Last Will and  
Testament of Rita T. Ligon, Deceased.

STATE OF COLORADO )  
COUNTY OF EL PASO ) SS

State Documentary Fee  
Date 9-19-00  
\$ None

The foregoing instrument was acknowledged before me  
this 15 day of April, 1981, by Craig E. Tisdell as Trustee  
of The First National Bank of Colorado Springs as Trustee under the  
Last Will and Testament of Rita T. Ligon, Deceased.

Witness my hand and official seal.

My commission expires: August 27, 1984



[Signature]  
NOTARY PUBLIC



# Will Stackhouse III to Walmart

C  
33,78

586135 10/12/2005 12:40 PM Page 1 of 6  
Patricia Crowson, Clerk & Recorder, Teller County, CO

When recorded return to:

Thomas E. Halter, Esq.  
Gust Rosenfeld, P.L.C.  
201 E. Washington, Suite 800  
Phoenix, AZ 85004-2327

State Documentary Fee  
Date 10-12-05  
\$ 320.00

Woodland Park, Colorado/Store No. 3805-00

4-  
2/10/05

## GENERAL WARRANTY DEED

**WILL STACKHOUSE, III** ("Grantor"), whose address is 1123 Stanford Avenue, Redondo Beach, California 90278-4039, for the consideration of **TEN DOLLARS** and other good and valuable consideration, in hand paid hereby sells and conveys to **WAL-MART STORES, INC.**, a Delaware corporation ("Grantee"), whose address is 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550, the following real property in the County of Teller and the State of Colorado, to wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

With all of its appurtenances, including any and all water rights thereto, subject only to the matters listed on Exhibit "B" attached hereto and incorporated herein by this reference. Grantor warrants and defends the title against any lawful claims whatsoever.

Signed this 12th day of October, 2005

[SIGNATURE PAGE FOLLOWS]



200309

Hrr/60230 09/30/2005

WILL STACKHOUSE, III  
3 October 2005

State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by Will Stackhouse, III.

Notary Public  
Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles } ss.

On October 3, 2005 before me Sydney Ann Smith-Kee  
Date Notary Public or Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Will Stackhouse III  
Name(s) of Signer(s)

☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: General Warranty Deed

Document Date: Oct. 3, 2005 Number of Pages: 3

Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer**

Signer's Name: Will Stackhouse, Jr.

- ☒ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: Property

RIGHT THUMBPRINT  
OF SIGNED  
Top of Thumb Here



Exhibit "A"

Legal Description

That portion of the SE 1/4 SW 1/4 of Section 30 lying West of U.S. Highway 24, the Southerly 10 rods of Lot 4 of the SW 1/4 of Section 30 lying East of the County Road; and that portion of the N 1/2 NW 1/4 of Section 31 lying North and East of the County Road and West of U. S. Highway 24; and that portion of the NW 1/4 NE 1/4 of Section 31 lying West of U.S Highway 24 and North and East of the County Road, in Township 12 South, Range 68 West of the 6th P.M., Teller County, State of Colorado as recorded in Book 3424 at Page 153 of the El Paso County records and under Reception No. 509691 of the Teller County records;

Together with that portion of the SW 1/4 NE 1/4 of Section 31, Township 12 South, Range 68 West of the 6th P.M., lying North and East of the County Road and West of U. S. Highway 24, Teller County, State of Colorado as recorded in Book 3424 at Page 152 of the El Paso County records and under Reception No. 509690 of the Teller County records, being more particularly described as follows:

**BEGINNING** at the Northwest corner of the Southeast Quarter, Southwest Quarter of said Section 30;

**Thence** North 87°45'01" East, 594.86 feet, along the north line of said Southeast Quarter, Southwest Quarter to the west right of way line of US Highway 24, recorded in Book 161 at Page 94 of the Teller County records;

**Thence** along said west right-of-way line the following eleven (11) courses;

1. **Thence** South 07°30'14" East, 154.10 feet;
2. **Thence** South 49°16'20" East, 203.05 feet;
3. **Thence** South 22°32'00" East, 583.22 feet;
4. **Thence** South 10°46'57" East, 228.36 feet;
5. **Thence** South 03°19'34" West, 173.74 feet;
6. **Thence** South 21°01'52" East, 199.86 feet, to a point of non tangent curvature;
7. **Thence** southeasterly along the arc of a curve to the left, the radial line to the center point bears North 68°52'15" East, a radius of 2,073.02 feet, thru a central angle of 13°23'36", an arc length of 484.59 feet, whose chord bears South 27°49'34" East a length of 483.48 feet;
8. **Thence** South 40°43'41" East, 824.88 feet;
9. **Thence** South 57°32'53" East, 165.13 feet;
10. **Thence** South 28°11'55" East, 240.74 feet;
11. **Thence** South 58°15'29" West, 71.98 feet, to a point of non tangent curvature and the east right-of-way line of Old Crystola Road;

**Thence** along said east right-of-way line the following ten (10) courses;

1. **Thence** northwesterly along the arc of a curve to the left, the radial line to the center point bears South 51°05'11" West, a radius of 1,548.88 feet, thru a central angle of 10°02'03", an arc length of 271.26 feet, whose chord bears North 43°55'50" West a length of 270.91 feet;
2. **Thence** North 52°37'55" West, 398.62 feet;



3. **Thence** North 53°53'58" West, 324.85 feet;
4. **Thence** North 54°51'17" West, 717.45 feet, to a point of non tangent curvature;
5. **Thence** westerly along the arc of a curve to the left, the radial line to the center point bears South 31°27'09" West, a radius of 365.39 feet, thru a central angle of 26°38'15", an arc length of 169.87 feet, whose chord bears North 71°51'58" West a length of 168.35 feet;
6. **Thence** North 82°16'52" West, 120.58 feet, to a point of non tangent curvature;
7. **Thence** westerly along the arc of a curve to the right, the radial line to the center point bears North 14°33'03" East, a radius of 555.60 feet, thru a central angle of 12°29'10", an arc length of 121.08 feet, whose chord bears North 69°12'23" West a length of 120.84 feet;
8. **Thence** North 62°53'32" West, 414.73 feet, to a point of non tangent curvature;
9. **Thence** northwesterly along the arc of a curve to the right, the radial line to the center point bears North 26°17'55" East, a radius of 719.42 feet, thru a central angle of 24°20'28", an arc length of 305.63 feet, whose chord bears North 51°31'51" West a length of 303.34 feet;
10. **Thence** North 38°05'11" West, 110.04 feet;

**Thence** North 88°50'25" East, 362.09 feet, to the West line of the Southeast Quarter, Southwest Quarter of said Section 30;

**Thence** North 00°20'19" East, 1,151.73 feet, along said west line to the **POINT OF BEGINNING**.

Containing 1,964,286 square feet or 45.0938 acres, more or less.

Exhibit "B"

Permitted Exceptions

1. Taxes and assessments for the year 2005 and subsequent years, a lien, not yet due and payable.
2. All water, water rights or claims thereto, in, on or under the land.
3. Terms, conditions, provisions, agreements and obligations specified under General Right of Way Easement Agreement between Will Stackhouse, III, as Grantor, and The City of Woodland Park, as Grantee, recorded on April 6, 1999 at Reception No. 490166.
4. Any rights or interest which may exist or arise by reason of the following facts as set forth on the ALTA/ACSM Land Title Survey prepared by Western States Surveying dated October 12, 2004:
  - a) The fact that underground telephone lines, telephone riser box, underground and overhead electric lines, power and light poles with guy wires, electric meters, electrical connections, unmarked underground cables and fiber optics, marked and unmarked gas lines and telephone cabinets are not located within recorded easements.
  - b) The fact that the fence lines on or near the boundary lines of the property do not coincide with the exact boundary lines of the property.
  - c) The fact that the barn located in the southwesterly portion of the subject property encroaches into the right-of-way of Country Road 21 known as Crystola Road.
  - d) The fact that a sanitary sewer line lies 11.7' and 19.9' southerly of the northerly line is not located within a recorded easement.