

<input type="checkbox"/> County Court <input checked="" type="checkbox"/> District Court <i>Mesa</i> <i>125 North Spruce</i> County, Colorado Court Address: <i>Bradley Brophy</i> Plaintiff(s)/Petitioner(s) <i>Donna Brophy</i> Defendant(s)/Respondent(s)	Copy 1/30/09 ▲ COURT USE ONLY ▲
Attorney or Party Without Attorney (Name and Address): <i>Donna Brophy</i> <i>2023 South Old Mail Rd</i> <i>Cresville TN</i> Phone Number: FAX Number: <i>931-456-1210</i> E-mail: Atty. Req. #:	Case Number: Division <i>10</i> Courtroom <i>Flynn</i>

RESPONSE TO MOTIONS FOR POST- TRIAL RELIFE FILED BY MR. HIBBERD

Respondent/Defendant Donna J Brophy in this action. I hereby respond to Mr. Hibberds motion for Post -Trial Relief.

- Real Property: I don't know where the honorable Judge Brian Flynn and Lawyer Mr. Bradley Hibberd agrees that the martial property on 3916 Hickman Road Palisade, Colorado 81526 is valued in the amount of twenty percent.

APPRAISAL OF REAL PROPERTY Located at 3916 Hickman Rd Palisade Co 81526. AS OF 08/13/2008 Certified Residential Appraiser CR1325629 Stanley Evenson (EXHIBIT Z) The real property belongs to Petitioner Brad Brophy and Respondent Donna Brophy. The cost approach for \$407,119.00 and the appraisal in the amount of \$395,000.00. For 3916 Hickman Rd. Mr. Evenson was unable to break down the value of the home and the property that was gifted by petitioner to respondent without doing another appraisal. The property was never divided with two separate deeds. The deed to the Property is in the name of Brad and Donna Brophy. No partnership exists between Brad Brophy, Senator Greg Brophy and Travis Brophy who stated in court did not want to be involved with the property. Nothing in the records showed receipts from Greg Brophy and Travis Brophy having any funds paid to the above address. There was no evidence to prove that Greg Brophy and Travis Brophy were involved in a partnership with neither B2 Orchards nor B2 Enterprises. Evidence will show in the Court Records Fraud has been committed by the Petitioner Brad Brophy, Senator Greg Brophy and Travis Brophy.

- EXHIBIT GG agreement signed by Brad and Donna Brophy signed 07/13/98 for the purpose to refinance the property and home. Petitioner Brad Brophy stated in Court that their was never a partnership with B2 Orchard with Greg and Travis Brophy only word of mouth and a hand shake. Brad said that Greg Brophy and Travis Brophy were silent partners and did everything by the word of mouth not on paper. In Petitioners Personal Financial Statements EXHIBIT MM. Petitioner used Respondents assets and income for loan to operate the orchard at 3916 Hickman Rd. Petitioner used Respondents assets and income for eleven years to get a loan for the orchard on 3916 Hickman Rd.
- EXHIBIT K DEED OF TRUST September 14, 1998 Bradley Brophy and Donna J Brophy
- 7-60-110. Conveyance of real property: See attached copy. The property was never in a partnership with Greg Brophy and Travis Brophy only by word of mouth. Taxes were never filed for B2 Orchards nor B2 Enterprises nor is there a tax ID number in the name Brad Brophy, Greg Brophy and Travis Brophy
- ANNOTATION Law reviews. For article, "Evidence in the Proof of Real Estate Titles" see Rocky Mt. L. Rev. 424 (1952). "Guess Who's Coming to Closing", see 11 Colo. Law.689
7-6-111
- I request the court to review RULE 60 RELIEF FROM JUDGMENT OR ORDER (a) Clerical Mistakes. Clerical mistakes in judgments, orders, or other parts of the record and errors therein arising from oversight or omission may be corrected by the court.
- (b) Mistakes; Inadvertence; Surprise; Excusable Neglect; Fraud; etc
- Please review EXHIBIT M; JOINT TAX RETURNS
- Please review Petitioners Affidavit with respect to Financial Affairs
- Please review the Petitioners filing for divorce. The Petitioner lied under oath when

- signing the divorce papers.
- Please review EXHIBIT REAL ESTATE Appraisal or petitioner and siblings EXHIBIT 7; Agreement to Convey Real Estate from Trust dated: 02/14/89. This is not a legal Document (A-6) and not filed in the Court nor was it notarized.
 - Please review EXHIBIT 7; YUMA COUNTY Personal Representative Deed (A-7) Book 669 page 390; Book 669 page 391; Book 529 page 260; A-10 EXCEPTED TRACT WARRANTY DEED January 10, 1997 Book 771 page 525; Book 771 page 526; Book 771 page 523; Book 771- page 524; Survey Plot sold to D & D FARMS.
 - Please review MEMORANDUM OF EASMENT AGREEMENT IN YUMA
 - COUNTY PETITIONERS PROPERTY Grants and Conveys to DISTRUBUTED GENERATIOON SYSTEMS INC. NOTORIZED Oct 22, 2004

I want the honorable Judge Brian Flynn and Petitioners lawyer Mr. Bradley Hibberd to be fair in the division of the Marital Estate in all areas so I can take care of my son Ryan during visitation and when he is with his dad. I love my son Anthony Ryan Brophy and have always been his primary care giver. What was done to me the respondent in the legal system was and still is UN ethical. I need an Extension of time to file my motion for post trial relief to amend the decree changing child visitation. I understand that the court did the visitation if I lived in TN what if I chose to live in Colorado or if I visit Grand Junction during special holidays, and Ryan's birthday, if I was here during that time does that mean I can't see my son Ryan? It would be nice to see my son Anthony Ryan Brophy often and be involved in Ryan's life as I have been for the past eleven years as his primary care giver. Please don't limit my time with my son Ryan.

Dated; 01/28/09

Donna J Brophy
Respondent/Defendant

2023 South Old Mail Rd
Crossville, TN 38572
931-210-3335 cell phone
931-456-1210

CERTIFICATE OF MAILING

I certify that on 01/30/2009 the original was filed with the Court; and a true and accurate copy of this MOTION TO; Mr. Bradley Hibberd was served on the other party by placing it in the United States mail, postage pre-paid to the following

cc. Mr. Bradley Hibberd
1525 Poplar Drive
Grand Junction, CO 81502

Anna Brady
2023 South Old Main Rd
Crossville TN 38572

ing upon the partnership and the other partners without obtaining their written consent, notwithstanding the statute of frauds requirement of § 38-10-109, that the authority of an agent to sell real estate must be in writing. Ball v. Carlson, 641 P.2d 303 (Colo. App. 1981).

Transfer of assets under plan authorized by partnership did not violate subsection (3)(c). Silverberg v. Colantuno, 991 P.2d 280 (Colo. App. 1998).

The acts of one joint venturer are binding upon other joint venturers if those acts pertain

to matters within the scope of the joint venture, and the joint venturer had authority to act. A.B. Hirschfeld Press v. Weston Group, 824 P.2d 44 (Colo. App. 1991).

Applied in Moynahan v. Prentiss, 10 Colo. App. 295, 51 P. 94 (1897); Singer Hous. Co. v. Seven Lakes Venture, 466 F.Supp. 369 (D. Colo. 1979); Erickson v. Oberlohr, 749 P.2d 996 (Colo. App. 1987).

7-60-110. Conveyance of real property. (1) Subject to the effect of a statement of partnership authority under section 7-64-303, where title to real property is in the partnership name, any partner may convey title to such property by a conveyance executed in the partnership name; except that the partnership may recover such property unless the partner's act binds the partnership under the provisions of section 7-60-109 (1) or unless such property has been conveyed by the grantee or a person claiming through such grantee to a holder for value without knowledge that the partner, in making the conveyance, has exceeded the partner's authority.

(2) Where title to real property is in the name of the partnership, a conveyance executed by a partner in the partner's own name passes the equitable interest of the partnership if the act is one within the authority of the partner under the provisions of section 7-60-109 (1).

(3) Where title to real property is in the name of one or more but not all the partners and the record does not disclose the right of the partnership, the partners in whose name the title stands may convey title to such property, but the partnership may recover such property if the partner's act does not bind the partnership under the provisions of section 7-60-109 (1), unless the purchaser or the purchaser's assignee is a holder for value, without knowledge.

(4) Where the title to real property is in the name of one or more or all the partners or in a third person in trust for the partnership, a conveyance executed by a partner in the partnership name or in the partner's own name passes the equitable interest of the partnership if the act is one within the authority of the partner under the provisions of section 7-60-109 (1).

(5) Where the title to real property is in the names of all the partners, a conveyance executed by all the partners passes all their rights in such property.

Source: L. 31: p. 650, § 10. CSA: C. 123, § 10. CRS 53: § 104-1-10. C.R.S. 1963: § 104-1-10. L. 2004: (1) to (4) amended, p. 1422, § 72, effective July 1.

ANNOTATION

Am. Jur.2d. See 59A Am. Jur.2d, Partnership, §§ 232, 235.

C.J.S. See 68 C.J.S., Partnership, §§ 151, 154, 155.

Law reviews. For article, "Evidence in the Proof of Real Estate Titles", see 24 Rocky Mt. L. Rev. 424 (1952). For article, "Guess Who's Coming to Closing", see 11 Colo. Law. 689

(1982). For article, "Signatures on Documents Affecting Title to Colorado Real Property — Part II", see 12 Colo. Law. 258 (1983). For article, "Partnership Status of Joint Ventures in Colorado: Editorial Comments on CRS § 38-30-166", see 25 Colo. Law. 61 (February 1996).

Applied in Ball v. Carlson, 641 P.2d 303 (Colo. App. 1981).

7-60-111. Admission of partner binds partnership. An admission or representation made by any partner concerning partnership affairs within the scope of the partner's authority as conferred by this article is evidence against the partnership.

Source: L. 31: p. 651, § 11. CSA: C. 123, § 11. CRS 53: § 104-1-11. C.R.S. 1963: § 104-1-11. L. 2004: Entire section amended, p. 1423, § 73, effective July 1.

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View From Rattlesnake Arches Trail



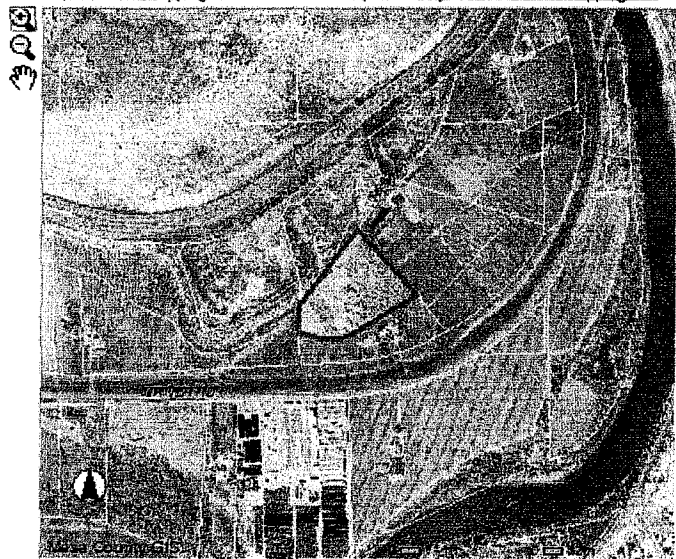
Report Date: 1/16/2009

[Open Parcel Mapping Site](#)

[Open Survey and Monument Mapping Site](#)

Property Information

Parcel Number: 2937-034-00-022
 Location: 3916 HICKMAN RD
 Mailing Address: 3916 HICKMAN RD
 PALISADE, CO 81526-9801
 Owner: BRADLEY BROPHY
 Company Name:
 Joint Owner: BROPHY DONNA J
 Neighborhood: Econ 24 M+B #18 MH
 Assoc. Parcel:
 Title Status:



Air Photography Dates from 2007

Pop-up blocker must be off to open mapping site

Manufactured Homes - Purging Titles / Classifying to Real Property

Tax Information

Latest TAC (Tax Area Code): 14900 TAC (Tax Assessor Code) Book Real Property Valuation F.A.Q.'s

Tax Year	Improvements (Actual)	Land (Actual)	Total (Actual)	Improvements (Assessed)	Land (Assessed)	Total (Assessed)	Mill Levy	Special Tax	Taxes
2008	\$102,790	\$2,420	\$105,210	\$8,450	\$700	\$9,150	0.061129*	\$121.00	\$680.33
2007	\$102,790	\$2,420	\$105,210	\$8,450	\$700	\$9,150	0.061717	\$121.00	\$685.71
2006	\$102,300	\$2,530	\$104,830	\$8,400	\$730	\$9,130	0.068577	\$110.00	\$736.11

* 2008 Estimated Tax is Using 2007 Mill Levy

[Document Type Descriptions](#)

Sales

Date	Grantor	Book	Page	Sale Price	Document Type
05/04/2007	BROPHY	4421	515	\$0	AFF
06/10/2000		2721	656/657	\$0	QCD
09/14/1998	BROPHY	2490	622	\$0	WDJT
06/17/1998		2490	621	\$0	QCD
12/03/1993	HERMAN	2031	401	\$50,000	WD

Land Description

Land#	Units	Unit Desc.	Use Code	Use Desc.
1	2.5	Acres	4157	ORCHARD LAND & GRAPE
2	3	Acres	4117	IRRIGATED LAND

Acresage is approximate and should not be used in lieu of Legal Documents

Legal Description