

ARC85COL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: JENNIE ARCHULETA

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: GRAND RIVER  
SUBDIVISION LOT 14 BLOCK 1 TWO LOTS BETWEEN MAIN AND WEST  
NEXT TO COLORADO RIVER 2945-154-018-008 2945-254-028-009

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1985

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EXEMPT

Recorder's Stamp  
1384301

1384301 DOC EXEMPT 11:28 AM  
FEB 26 1985 E.SAWYER, CLK&REC MESA CTY, CO

JENNIE ARCHULETA

BOOK 1529 PAGE 970

whose address is Grand Junction  
County of Mesa and State of  
Colorado for the consideration of

Twenty-three thousand and 00/100----- Dollars,  
in hand paid, hereby sell(s) and convey(s) to

THE CITY OF GRAND JUNCTION, a

Municipal Corporation, whose address is 250 N. 5th,

Grand Junction, County of Mesa and State of  
Colorado, ~~in joint tenancy~~ the following real property situate  
in the said County of Mesa and State of Colorado, to-wit:

Beginning at a point on the East line of Lot 14 in Block 1 of  
Grand River Subdivision, said point being 165 feet South of the  
Northeast corner of said Lot 14, thence South 110 feet, thence  
West 90 feet, thence North 110 feet, thence East to point of  
beginning, AND

The South 55 feet of the South end of Lot 14 in Block 1 of  
Grand River Subdivision, the same being bounded on the East  
by alley in said Block, on the West by the Grand or Colorado  
River and on the South by the North line of Colorado Avenue

with all its appurtenances and warrant(s) the title to the same, subject to 1985 taxes due  
and payable in 1986, easements and restrictive covenants of record if any.

Signed this 25th day of February, 1985

*Jennie Archuleta*  
\_\_\_\_\_  
Jennie Archuleta

STATE OF COLORADO

County of Mesa

} ss

The foregoing instrument was acknowledged before me this 25th day of February,  
1985 by Jennie Archuleta.

My commission expires \_\_\_\_\_, 19  
Witness my hand and official seal.

My Commission Expires 8/4/1985  
Western Colorado Title Co.  
521 Road Ave., Grand Jct., CO 81501

*[Signature]*  
\_\_\_\_\_  
Notary Public

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

## CONDITIONS AND STIPULATIONS (Continued)

any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

### 10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights

and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

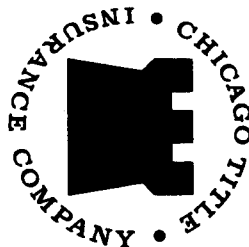
No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

American Land Title Association  
Owner's Policy Form B-1970  
(Amended 10-17-70)

POLICY  
OF  
TITLE  
INSURANCE



CHICAGO  
TITLE INSURANCE  
COMPANY

111 WEST WASHINGTON STREET  
CHICAGO, ILLINOIS 60602

**OWNERS FORM****SCHEDULE A**

1 OFFICE FILE NUMBER	2 POLICY NUMBER	3 DATE OF POLICY	4 AMOUNT OF INSURANCE	5 PREMIUM
85-2-33	06 010 04 17161	February 26, 1985 at 11:28 a.m.	\$23,000	\$171.00

Reception #1384301

**1. Name of Insured:**

THE CITY OF GRAND JUNCTION, A MUNICIPAL CORPORATION

**2. The estate or interest in the land described herein and which is covered by this policy is:**  
Fee Simple**3. The estate or interest referred to herein is at Date of Policy vested in the insured.****4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:**

None

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

**5. The land referred to in this policy is described as follows:**PARCEL NO. 1:

Beginning at a point on the East line of Lot 14 in Block 1 of Grand River Subdivision, said point being 165 feet South of the Northeast corner of said Lot 14, thence South 110 feet, thence West 90 feet, thence North 110 feet, thence East to point of beginning,

PARCEL NO. 2:

The South 55 feet of the South end of Lot 14 in Block 1 of Grand River Subdivision, the same being bounded on the East by alley in said Block, on the West by the Grand or Colorado River and on the South by the North line of Colorado Avenue, ALL IN MESA COUNTY, COLORADO.

**This policy valid only if Schedule B is attached.**

SCHEDULE B

Policy Number 06 010 04 17161 (85-2-33)  
Owners

This policy does not insure against loss or damage by reason of the following:


**General Exceptions:**

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Easements, or claims of easements, not shown by the public records.
- (3) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

**Special Exceptions:** The mortgage, if any, referred to in Item 4 of Schedule A.

- 6. This policy when issued should not be construed as insuring title to the land comprising the shores or bottoms of navigable waters or to artificial accretions or reliction.
- 7. Unrecorded liens for unpaid water and sewer service and installation charges, if any, and any special assessments.
- 8. All taxes and assessments now a lien or payable.

Countersigned

  
 \_\_\_\_\_  
 Authorized Signatory