### BAN83PIT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: THE BANK OF ORCHARD MESA BY: RICHARD J. WITSKEN (PRESIDENT) AND LOUISE DIXON (CASHIER)

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOTS 17 AND 18 AND THE E 1/2 OF LOT 19 OF BLOCK 139 PARKING LOT NW CORNER OF 6TH AND PITKIN

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1983

1.14

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Mesa       , and State of Colorado       the following real property in the County of Mesa         Lots 17 and 18 and the Ek of Lot 19 in Block 139 in the City of Grand Junction; Mesa County, Colorado.       and State of Colorado, to with the same subject to 1983 taxes due and payable in 1984.		nt o'clock No	M,	Recorder.	
<pre>hose address is Grand Junction, County of Mesa .state of BOEK 1447 FAGE 95 Colorado .for the consideration of EN DOLLARS AND OFHER VALUABLE CONSIDERATION, Mike in and paid, hereby sell(s) and convery(s) to THE CITY OF GRAND JUNCTION, chose legal address is 5th &amp; Rood, Grand Junction, County of Mesa .and State of Colorado the following real property in the County of Mesa .and State of Colorado the following real property in the County of Mesa .and State of Colorado the following real property in the County of Mesa .and State of Colorado .and State of Colorado.to wit: Lots 17 and 18 and the EY of Lot 19 in Block 139 in the City of Grand Junction; Mesa County, Colorado. Signed this 30th day of June .19 83 THE BANK OF ORCHARD MESA By County of Mesa . Signed this 30th day of June .19 83 THE BANK OF ORCHARD MESA By Charles Dixon, Cashier By Charl J Mitsken, President County of Mesa . State of COLORADO, County of Mesa . The Bank OF ORCHARD MESA By Charles . State of COLORADO, County of Mesa . State of COLORADO, County of Mesa . State of Colorado . State of Colorado . State of Colorado . State of Colorado .</pre>	THE BANK OF OP	CHARD MESA			
Au 53.1983 F.SAVER.CLARET REA hose address is Grand Junction, County of Mesa .State of BDDK 1447 PAGE 95 Colorado for the consideration of EN DOLLARS AND OTHER VALUABLE CONSIDERATION, MEXX in hand paid, hereby sell(s) and convey(s) to THE CITY OF GRAND JUNCTION, Mesa .and State of Colorado the following real property in the County of Masa .and State of Colorado the following real property in the County of Masa .and State of Colorado the following real property in the County of Masa .and State of Colorado. to wit: Lots 17 and 18 and the EV of Lot 19 in Block 139 in the City of Grand Junction; Mesa County, Colorado. Signed this 30th day of June .19 83 NUMPSIT: Mesa Dixon, Cashier By Masa Number State OF COLORADO, County of Mesa Number State OF COLORADO, County of The Bank of Orchard Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa Mesa				135454-000 EXEMPT 11:	39 AN
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Colorado for the consideration of EN DOLLARS AND OTHER VALUABLE CONSIDERATION, MESA CONTROLLES (16) and CONSIDERATION, THE CITY OF GRAND JUNCTION, Anose legal address is 5th & Rood, Grand Junction, Mesa and State of Colorado the following real property in the County of Masa and State of Colorado, to wit: Lots 17 and 18 and the E's of Lot 19 in Block 139 in the City of Grand Junction, Mesa County, Colorado. How mass street and number with all its appurtenances, and warrant(s) the title to the same, subject to 1963 taxes due and payable in 1984. Signed this 30th day of June 19 83 THE BANK OF ORCHARD MESA By: Market Dixon, Cashier THE BANK OF ORCHARD MESA By: Market Dixon, Cashier STATE OF COLORADO. STATE OF COLORADO. STATE OF COLORADO. Mesa Street and official feel. Mines Dixon, Cashier, of The Bank of Orchard Mesa. Mines my hand and official feel.		·			
EN DOLLARS AND OTHER VALUABLE CONSIDERATION, MENNY in hand paid, hereby sell(s) and convey(s) to THE CITY OF GRAND JUNCTION, choose legal address is 5th & Rood, Grand Junction, Mesa .and State of Colorado the following real property in the County of Masa .and State of Colorado, to wit: Lots 17 and 18 and the E's of Lot 19 in Block 139 in the City of Grand Junction; Mesa County, Colorado. Iso known as street and number with all its appurtenances, and warrant(s) the title to the same, subject to 1983 taxes due and payable in 1984. Signed this 30th day of June .1983 Marry T. THE BANK OF ORCHARD MESA By: Martine Guilse Dixon, Cashier STATE OF COLORADO, County of Mesa State of Colorado. STATE OF COLORADO, STATE OF COLORADO, Marry Street Dixon, Cashier, of The Bank of Orchard Mesa. Marry Street Dixon, Cashier, of The Bank of Orchard Mesa. Mittees Dixon, Cashier, of The Bank of Orcha	Co	ounty of Mesa	, State of	500K 1447 Fr	96E <b>99</b>
Anose legal address is 5th & Rood, Grand Junction,       County of         Mesa       , and State of       Colorado       the following real property in the         County of       Mesa       , and State of Colorado       the following real property in the         County of       Mesa       , and State of Colorado, to wit:         Lots 17 and 18 and the E½ of Lot 19       in Block 139 in the City of Grand       Junction; Mesa County, Colorado.         Iso known as street and number         thin all its appurtenances, and warrant(s) the title to the same, subject to       1983 taxes         due and payable in 1984.         Signed this       30th       day of         Junz .19 83         YMTPST:       THE BANK OF ORCHARD MESA.         Julise Dixon, Cashier       Jes.         Outse Dixon, Cashier       Jes.         The Torewine instrument was acknowledged before me this       30 <sup>a</sup> The Torewine instrument was acknowledged before me this       30 <sup>a</sup> The Torewine instrument was acknowledged before me this       30 <sup>a</sup> The Torewine instrument was acknowledged before me this       30 <sup>a</sup> The Torewine instrument was acknowledged before me this       30 <sup>a</sup> The Torewine instrument was acknowledged before me this       30 <sup>a</sup> The Torewine instrument was acknowl	TEN DOLLARS AND	OTHER VALUABLE	CONSIDERATION	ν,	
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Lots 17 and 18 and the E's of Lot 19 in Block 139 in the City of Grand Junction; Mesa County, Colorado. Iso known as street and number with all its appurtenances, and warrant(s) the title to the same, subject to 1983 taxes due and payable in 1984. Signed this 30th day of June .19 83 THE BANK OF ORCHARD MESA By: Head J. Witsken, President Witsken, President THE DANK OF ORCHARD MESA By: Head J. Witsken, President Witsken, President 19 83 by Richard J. Witsken, President and Divise Dixon, Cashier	Mesa	, and State of	Colorado	the following real propert	y in the
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in Block 139 in the City of Grand Junction; Mesa County, Colorado.		·			
Signed this 30th day of June ,19 83 ATTEST: Jourse Dixon, Cashier THE OF COLORADO, THE TATE OF COLORADO, THE	in Bloc	k 139 in the Cit	y of Grand		
Signed this 30th day of June ,19 83 ATTEST: Jourse Dixon, Cashier THE OF COLORADO, THE TATE OF COLORADO, THE					
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THE BANK OF ORCHARD MESA By: field for the bank of ORCHARD MESA By: field for the bank of Orchard J. Witsken, President STATE OF COLORADO, SS. County of Mesa SS. County of Mesa SS. The foresoing instrument was acknowledged before me this 30 <sup>th</sup> Nine , 19 83 by Richard J. Witsken, President and Sine , 19 83 by Richard J. Witsken, President and Sine Dixon, Cashier, of The Bank of Orchard Mesa. My commission expires 7711900 17, 1984 Witness my hand and official seal. DE ?	due and paya	ible in 1984.			
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By: find find Richard J. Witsken, President STATE OF COLORADO, SS. County of Mesa SS. County of Mesa SS. The foregoing instrument was acknowledged before me this ay of Sime , 19 83 by Richard J. Witsken, President and Sy of Sime , 19 83 by Richard J. Witsken, President and Source Dixon, Cashier, of The Bank of Orchard Mesa. My commission expires <i>Huguet 17,1986</i> Witness my hand and official seal.	Signed this	30th day of	June	, 19 83	
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SS. County of Mesa The foregoing instrument was acknowledged before me this $30^{44}$ av of some , 19 83 by Richard J. Witsken, President and course Dixon, Cashier, of The Bank of Orchard Mesa. My commission expires $710400t$ 17, 1986 Witness my hand and official seal. DE ? My Commission description of the seal of the se	With K A Street			a of arcoventest	
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Witness my hand and official seal.	The foregoing ins				-
My commission expires Huguet 17, 1986 Witness my hand and official seal.	Louise Dixon. (	, 1983 by Ri Cashier, of The F	Lehard J. Wit Bank of Orcha	sken, President and rd Mesa.	ם
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	Witness my hand a	and official seal.	-	The last A	
Notary Public	ELUE?		(-)		
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	The April 10				
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DATE	RETURN ALL COPIES TO TREASURER'S OFFICE REQUEST FOR TREASURER'S CERTIFICATE OF TAXES DUE for STATE OF COLORADO COUNTY OF MESA I, the undersigned, do hereby certify that the entire amount of taxes and assessments due upon the parcels of real estate described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein;					
SELLER       Bank of Orchard Mesa         BUYER       City of Grand Junction         LENDER       (Elder, Phillips)         PERSON ORDERING       Jill         SCHEDULE NO.       2945-143-32-014         19_GEN TAX PAID						
DESCRIPTION OF TRACT OR LOT	ТАХ	AMOUNT DUE AS OF DATE OF CERT.				
Lots 17 + 18 + E½ Lot 19 Blk 139 GRAND JUNCTION.	1983GENERAL TAX 19MOBILE HOME TAX 19SPECIAL ASSESSMENT	119 90 none none				
,	PENALTY IMPROVEMENT DISTRICT PENALTY IN FULL OF ALL FUTURES	2 39 none none none				
	OUTSTANDING TAX SALES WITH ENDORSEMENTS THEREON ADVERTISING FEE	none none				
CERTIFIED DATE	Chk	122 29				
	GENA M. HAR Mesa County Tree	RISON asurer				
<u> </u>	By there college and on	<del></del>				
7 cm i you 1 2 2.20	13.0946					

Elder, Phillips. Daniel & Phillips

562 white avenue Grand Junction, Colorado 81501

TOM E. ELDER WALTER J. PHILLIPS VICTOR J. DANIEL W. BRUCE PHILLIPS KEITH BOUGHTON

August 17, 1983

AREA CODE 303 TELEPHONE 243-0946

Mr. Gerald J. Ashby Grand Junction City Attorney Grand Junction City Hall 250 North Fifth Street Grand Junction, Colorado 81501

Re: Colorado National Bank - Orchard Mesa

Dear Jerry:

I am herewith enclosing a title policy issued by Transamerica covering the purchase of the lots at the corner of <u>Sixth and</u> <u>Pitkin</u>, Grand Junction. If you have any questions relating to this matter, I would appreciate hearing from you.

Very truly yours,

ELDER, PHILLIPS, DANIEL & PHILLIPS

ву: (

TEE/ls Enclosure (l) FORM NO. C-5000-1

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FOR USE WITH COLORADO REGION AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY-FORM 8- 1970 (AMENDED 10-17-70)

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## SCHEDULE A

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Amount of Insurance \$ 90,000.00

Policy No. 6812928

Sheet 1 of \_\_\_\_

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Date of Policy August 3, 1983 at 11:40 A.M.

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1. Name of Insured:

THE CITY OF GRAND JUNCTION

2. The estate or interest in the land described herein and which is covered by this policy is:

IN FEE SIMPLE

3. The estate or interest referred to herein is at Date of Policy vested in:

THE CITY OF GRAND JUNCTION

FORM NO. C-6000-2

New Yester (New York, New York,

3

J.

FOR USE WITH COLORADO REGION AMERICAN LAND TITLE ASSOCIATION LOAN POLICY 1970 (AMENDED 10-17-70) FOR USE WITH COLORADO REGION AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY-FORM B-1970 (AMENDED 10-17-70)

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## SCHEDULE A-Continued

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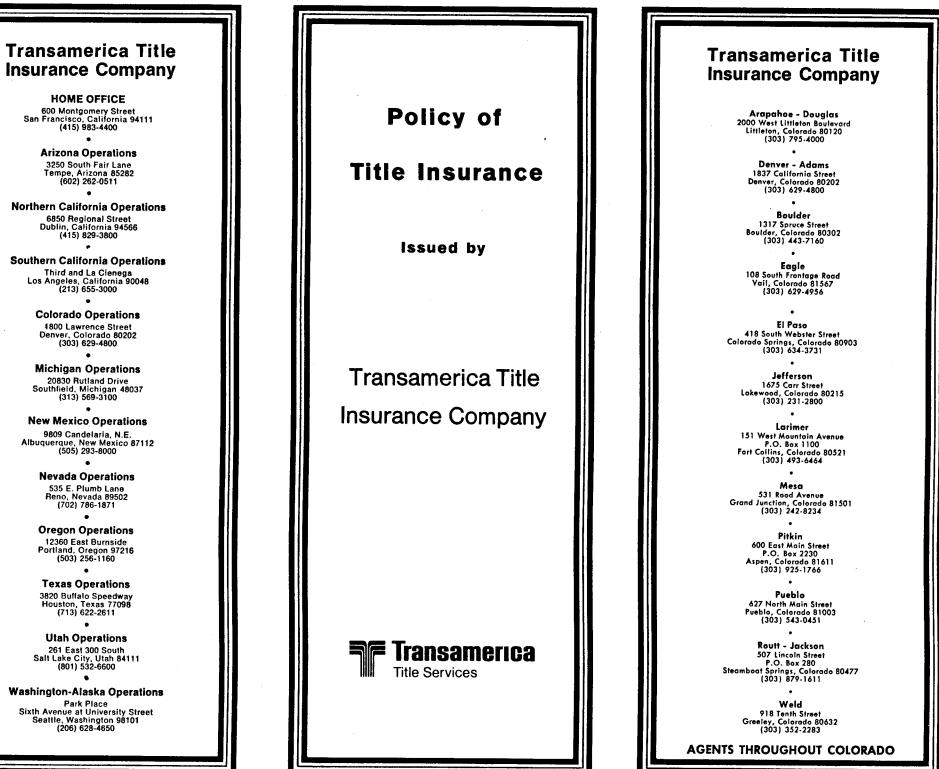
The land referred to in this policy is situated in the State of Colorado, County of Mesa, and is described as follows:

Lots 17 and 18 and the East half of Lot 19 in Block 139 in the CITY OF GRAND JUNCTION

## SCHEDULE B

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

- 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 due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.



## SCHEDULE OF 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) re-stricting 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 horsender (a) company down to the the text became and inclusion of the date such insured claimant became and insured horsender (b) company prior to the date such insured claimant became and insured horsender (c) company company to the date such insured claimant became and insured horsender (c) company com an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subse-quent 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

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

age hereunder. (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records. (d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy. (e) "mortgage": mortgage, deed of trust, trust deed, or

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

# 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

TITLE The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebted-ness secured by a purchase money mortgage given by a pur-chaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a pur-chase money mortgage given to such insured.

### 3. DEFENSE AND PROSECUTION OF ACTIONS - NO CLAIM TO BE GIVEN BY AN INSURED CLAIMANT NOTICE OF

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litiga-tion consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced.
(c) The Company shall have the right at its own cost to

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appro-priate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the pro-visions of this policy, the Company may pursue any such litigation to final determination by a court of competent juris-diction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

### 4. NOTICE OF LOSS - LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been de-termined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

Continued on Front of Back Cover

Continued from Back of Front Cover

### 5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insettle for or in the name of an insured claimant any claim in-sured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claim-ant and authorized by the Company.

### 6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant: or
  - (ii) the amount of insurance in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in liti-gation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

#### 7. LIMITATION OF LIABILITY

No claim shall arise or be maintained under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encum-brance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of com-petent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company. the Company.

#### 8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Com-pany may pay under 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 pay-ment 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 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 estab-lished 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. attached hereto.

## 11. SUBROGATION UPON PAYMENT OR SETTLEMENT

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 shall be subrogated to and be entitled to all rights and reme-dies 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 pro-portion 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.

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 Transamerica Title Insurance Company, P. O. Box 605, Denver, Colorado 80201.

COLORADD REGION FORM 342 ALTA OWNER 5 POLICY-FORM B-1970 (AMENDED 10.17-70)

# Policy of Title Insurance

### issued by

## Transamerica Title Insurance Company

SUBJECT TO THE SCHEDULE OF EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CON-TAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;

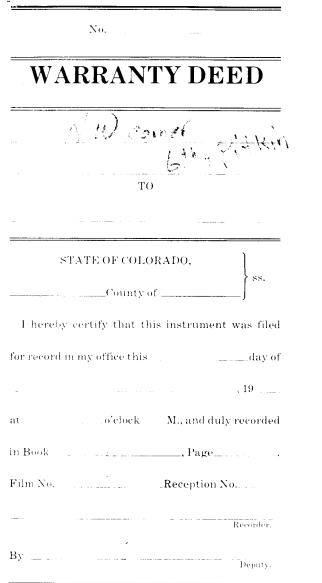
2. Any defect in or lien or encumbrance on such title;

3. Lack of a right of access to and from the land; or

4. Unmarketability of such title.

In Witness Whereof, Transamerica Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Transamerica Title Insurance Company Bv President Frederic C. Fra Secretary



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Fees, \$ 3.00 EXEmpt

BRADFORD PUBLISHING CO. 250 D. 5 the SISOI

### COMMITMENT FOR TITLE INSURANCE

### ISSUED BY

## Transamerica Title Insurance Company

ELDER, PHILLIPS & DANIEL ATTN: TWILA	٦ ـ	AMOUNT OWNER <u>\$ 90,000.00</u> MORTGAGE <u>\$</u> ADDITIONAL CHARGES COST OF TAX CERTIFICATE SURVEY COSTS TOTALS	PREMIUM _ <u>\$ 186.10</u> Reissue  \$ \$5.00 \$ \$
Your Reference		CC's To:	
No. 6812928 C			

Sheet 1 of 4

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### **COMMITMENT TO INSURE**

Transamerica Title Insurance Company, a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the conditions and stipulations attached.

CustomerContact: Jill Chitwood	By NATHANIEL B. FAY				
Phone:242-8234	AUTHORIZED SIGNATURE				

The effective date of this commitment is \_\_\_\_\_June\_27\_\_\_\_, 19\_83 at 7:00A. M. At which time fee title was vested in:

THE BANK OF ORCHARD MESA.

### SCHEDULE A

1. Policies to be issued :

(A) Owners':

CITY OF GRAND JUNCTION.

(B) Mortgagee's:

Form No. C-142.1 Rev. 7-1-81

No. 6812928

1.

## SCHEDULE A—Continued

2. Covering the Land in the State of Colorado, County of Mesa Described as:

Lots 17 and 18 and the  $E_{2}^{1}$  of Lot 19 in Block 139 in the CITY OF GRAND JUNCTION.

### Form No. C-142-2

No. 6812928

## SCHEDULE A --- Continued

## REQUIREMENTS

- 3. The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of clerk and recorder of the county in which said property is located.
- A. Deed from The Bank of Orchard Mesa to the City of Grand Junction.

### Form: No. C-142.3

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### SCHEDULE B

## THE POLICY OR POLICIES TO BE ISSUED HEREUNDER WILL NOT INSURE AGAINST:

- 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 due and payable; and any tax, special assessments, charge or lien imposed for water or sewer
- service, or for any other special taxing district.

Form No. C-142 4 Rev. 4-18-75.

## Transamerica Title Insurance Company

Arapahoe - Douglas 2000 West Littleton Boulevard Littleton, Colorada 80120 (303) 795-4000

> Denver - Adams 1800 Lawrence Street Denver, Colorado 80202 (303) 629-4800

Boulder 1317 Spruce Street Boulder, Colorado 80302 (303) 443-7160

**Eagle** 108 South Frontage Road Box 1700 Vail, Colorado 81657 (303) 476-5922

El Paso 418 South Weber Street Catarada Sorings, Catarada 80903 (303) 634-3731

> Jefferson 1675 Carr Street Lakewood, Colorado 80215 (303) 231-2800

Larimer 151 West Mountain Avenue Box 1100 Fort Collins, Colorado 80522 (303) 493-6464

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Mesa 531 Rood Avenue Grand Junction, Colorado 31501 (303) 242-8234

> Pitkin 530 East Main Street Aspen, Colorado 81611 (303) 925-1766

> Pueblo 627 North Main Street Pueblo, Colorado 81003 (303) 543-0451

Routt - Jackson 507 Lincoln Street Box 773568 Steamboot Sarings, Colorado 80477 (303) 879-1611

> Weld 913 Tenth Street Greeley, Colorado 80631 (303) 352-2283



Transamerica

Title Services

## CONDITIONS AND STIPULATIONS

Please read carefully

- 1. This is a Commitment to issue one or more policies of title insurance in our Standard Form when the requirements set forth in the Commitment have been satisfied. The policy is available and should be examined before this Commitment is used if there is any question about coverage.
- 2. Only the policies shown are committed to. If there are any changes in the transaction, order an amendment from us.
- 3. The date on this Commitment is important. Nothing after that date has been considered by us.
- 1. This Commitment is good for 6 months only Extensions should be ordered from us if they are needed.

Form No. 6, 142 A., Rev. 7, 1981

# PLAT OF THE TOWN OF WEST SEAST GRAND JUNCTION

Mesa County, Colorado

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		MALNUT 37 PARK GUNNISON				(HESTAUT & PAAK		
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					STREET			
		Аля 140 Ралк РГТКІМ				COTTAN 193.7		
				<b>E</b> MD.				Eus

Grand and Gunnison Avenues and Main and Seventh streets are 100 feet wide. All others are 80 feet except on the East, North and West which are half streets. All alleys are 20 feet wide and run East and West except those running North and South in the rear of Seventh street from Block 6 to 160 and Block 5 to 159, which are 15 feet wide.