

CRF90RIV

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: COLORADO RIVERFRONT FOUNDATION, INC.

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SOUTH OF REDLANDS PARKWAY
LOTS 27 AND 28 ORCHARD GROVE SUBDIVISION COLORADO RIVER TRAIL

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1990

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WARRANTY DEED

COLORADO RIVERFRONT FOUNDATION, INC.,
Grantor(s)
a Colorado non-profit corporation

BOOK 1776 PAGE 267

1535384 03:21 PM 02/09/90
E.SAWYER, CLK&REC MESA COUNTY CO
DOC EXEMPT

whose address is 601 Valley Federal Plaza, Grand Junction
*County of Mesa, State of
Colorado, for the consideration of

TEN dollars, in hand paid, hereby sell(s)

and convey(s) to CITY OF GRAND JUNCTION

whose legal address is Grand Junction, 250 N. 5th ST.,
County of Mesa, and State of Colorado

the following real property in the County of Mesa, and State of
Colorado, to wit:

LOTS 27 and 28,
ORCHARD GROVE SUBDIVISION,
AND that part of Lot 1 in Section 8, Township 1 South, Range 1
West of the Ute Meridian described as:
All the accreted land lying South of Lot 23 and 29 and the West
1/2 of Lot 1 of said Section 8 and Northerly of the Colorado
River as set forth under Order of the District Court of the
County of Mesa in Action No. 19066 recorded May 24, 1971, in
Book 959 at Page 269

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 1989, due and payable in 1990, and rights of way of record.

Signed this 9th day of January

19 90
COLORADO RIVERFRONT FOUNDATION, INC.,
a Colorado non-profit corporation

By James M. Robb
James M. Robb, Chairman

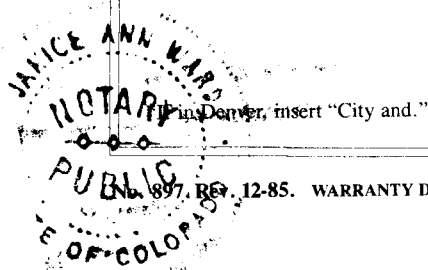
ATTEST:

William M. Ela
William M. Ela, Secretary
STATE OF COLORADO,

County of Mesa } ss.

The foregoing instrument was acknowledged before me this 9th day of January, 19 90, by James M. Robb, as Chairman, and William M. Ela, as Secretary, of COLORADO RIVERFRONT FOUNDATION, INC., a Colorado non-profit corporation.
My commission expires 07/07/93. Witness my hand and official seal.

Janice Ann Ward
Notary Public





COLORADO RIVERFRONT FOUNDATION, INC.

P.O. Box 2477

Grand Junction, Colorado 81502

Officers:

James M. Robb
Chairman

Jane S. Quimby
Vice Chairman

William M. Ela
Secretary

Pat Gormley
Treasurer

Board of Directors:

William M. Ela

Harold Elam

Rebecca Frank

Pat Gormley

Bill Graham

Chris Jouflas

Brian Mahoney

Jane S. Quimby

James M. Robb

Ward Scott

Helen Traylor

November 21, 1991

Dan Wilson, Esq.
Grand Junction City Attorney
250 North 5th Street
Grand Junction, CO 81501

Dear Dan:

The Colorado Riverfront Foundation, Inc., deeded certain property to the City of Grand Junction, which deed was recorded in Book 1776 at Page 267 of the Mesa County records.

I have just received the title insurance policy issued by First American Title Company to the Colorado Riverfront Foundation. I am enclosing a copy for your file. The deed from United Companies of Mesa County, Inc., to the Colorado Riverfront Foundation, Inc., was recorded January 8, 1990, and our deed to the City was recorded February 9, 1990.

Sincerely,


James M. Robb

JMR:jw
Enclosure

copy
to
TIM W
original to
NEVAL

deed to the Defendants Massingill covering certain lots described in Exhibit "C". It is conceded that if the description were accurate in the complaint and in the contract, the land in the complaint as described in the contract of sale and purchase (Exhibit "B") is "accreted" land, which could either be a separate and distinct parcel, or a part of the lots conveyed to the Defendants by virtue of such doctrine of accretion. Defendants take the position that the land purportedly described in the complaint is accreted land and as such passed under the conveyance to them of May 29, 1969. Plaintiffs maintain that such land passed to Plaintiff Knoch by force of the escrowed contract of sale and purchase (Exhibit "B") and that, although such contract was not recorded, Defendants had actual notice of such prior conveyance to Knoch and Defendants were fully aware that their deed did not include the land described in the complaint.

On trial it emerged in Plaintiffs' case that the description as called in the complaint failed to close; such oversight also affected the contract among the Plaintiffs (Exhibit "B"). Plaintiffs also failed to prove by convincing evidence that the Defendants had actual notice of the prior conveyance of the accreted land to the Plaintiff Knoch. Since Defendants were without notice of such prior conveyance, they became bona fides purchasers for value and by virtue of the doctrine of accretion they became the owners of the land which accreted to the lots conveyed in Exhibit "C". It matters not that the conveyance

of the accreted land was not intended by the Plaintiffs; in the absence of a metes and bounds description excluding the accretion or a specific exception in the deed (Exhibit "C") the accretion passes by operation of law. Defendants' Motion to Dismiss is timely and aptly filed at the conclusion of Plaintiffs' case.

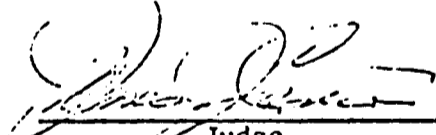
IT IS, THEREFORE, ORDERED AND ADJUDGED that Plaintiffs' complaint be and the same hereby is dismissed and held for naught. On the counterclaim of Defendants it is further adjudged and decreed that the Defendants are the owners in joint tenancy with right of survivorship and in fee simple of the property described as follows:

all of the accreted land lying south of Lots 23, 29, 28 and 27 in Orchard Grove Subdivision, according to the recorded plat thereof, Mesa County, Colorado, and north of the thread of the Colorado River

It is further ordered and adjudged that the Plaintiffs named and such persons claiming by or through them have no interest, estate or claim of any kind whatsoever in or to such property, and any and all such persons are hereby enjoined and barred from asserting any such interest forever. Each party to bear his costs incurred.

Done in open court this 20th day of May, 1971.

BY THE COURT:



 Judge

Form No. 1402-87
(4-6-90)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN 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, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

791007 ATTEST *William C. Zaenker* SECRETARY

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SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 135.00

Amount of Insurance: \$ 5,000.00

Policy No. 791007
Order No. 110039

Date of Policy: January 8, 1990 at 3:50 PM

1. Name of Insured:

COLORADO RIVERFRONT FOUNDATION, INC., a
Colorado corporation

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

COLORADO RIVERFRONT FOUNDATION, INC., a
Colorado corporation

3. The estate or interest in the land described in Schedule C and which is covered by this policy is:

FEE SIMPLE

SCHEDULE B

This policy does not insure against loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Easements or claims of easement which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any other facts which a correct survey would disclose, and which are not shown by public records.
4. Any water rights or claims or title to water in, on or under the land.
5. 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.
6. Taxes for the year 1991, which are not yet due or payable.
7. Right of way fro roads over the East side of said Lot 27 and the West side of said Lot 28.
8. Any rights, interest or easement in favor of the United States, the State of Colorado or the public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Colorado River.
9. Any loss of or adverse claim to any portion of the land described in Schedule A hereof adjoining the Colorado River based on an assertion that the channel and banks thereof have been changed or altered other than by natural causes and in imperceptible degrees.

SCHEDULE C

The land referred to in this policy is situated in the State of Colorado
County of Mesa

and is described as follows:

Lots 27 and 28,
ORCHARD GROVE SUBDIVISION,
AND that part of Lot 1 in Section 8, Township 1 South, Range 1
West of the Ute Meridian described as:
All the accreted land lying South of Lot 23 and 29 and the West
1/2 of Lot 1 of said Section 8 and Northerly of the Colorado
River as set forth under Order of the District Court of the
Conty of Mesa in Action No. 19066 recorded May 24, 1971 in Book
959 at Page 269.

WARRANTY DEED

UNITED COMPANIES OF MESA COUNTY, INC.,

(Grantors)

a Colorado corporation

BOOK 1772 PAGE 612

whose address is 618 Dike Road, P.O. Box 3609, Grand Junction
*County of Mesa, State of Colorado
for the consideration of dollars, in hand paid, hereby sell(s)

1533251 03:49 PM 01/08/90
E.SAWYER, CLK&REC MESA COUNTY CO
DDC NO FEE

and convey(s) to COLORADO RIVERFRONT FOUNDATION, INC.,
a Colorado non-profit corporation
whose legal address is 601 Valley Federal Plaza, Grand Junction
County of Mesa, and State of Colorado

the following real property in the County of Mesa, and State of Colorado,
Colorado, to wit:

LOTS 27 and 28,
ORCHARD GROVE SUBDIVISION,
AND that part of Lot 1 in Section 8, Township 1 South, Range 1
West of the Ute Meridian described as:
All the accreted land lying South of Lot 23 and 29 and the west
1/2 of Lot 1 of said Section 8 and Northerly of the Colorado
River as set forth under Order of the District Court of the
County of Mesa in Action No. 19066 recorded May 24, 1971, in
Book 959 at Page 269

No consideration

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 1989, due and payable in 1990, and rights of way of record.

Signed this 24th day of December, 1989
Janyce R. Rotunno
Secretary

19 89
UNITED COMPANIES OF MESA COUNTY, INC.,
a Colorado corporation
By Ken W. Nesbitt, President

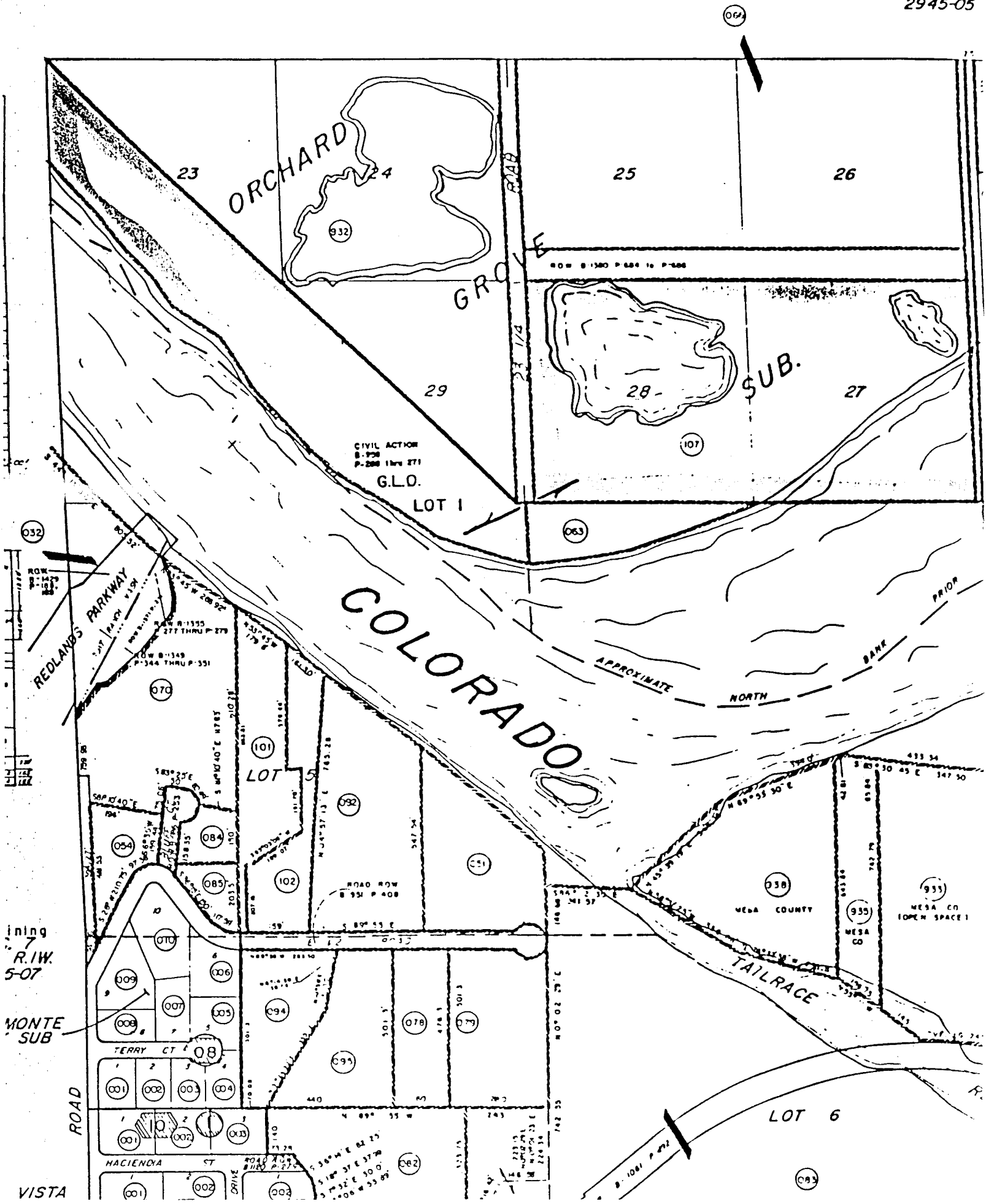
STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 24th day of December, 1989
by Ken W. Nesbitt, as President, and Janyce R. Rotunno, as Secretary, of
UNITED COMPANIES OF MESA COUNTY, INC., a Colorado corporation.
My commission expires April 4, 1991. Witness my hand and official seal.



Notary Public

Recorder's Note: No Real Property Transfer Document Received By Recorder



Adjoining
R. 1W.
5-07

MONTE
SUB

VISTA

COLORADO

ORCHARD

GROVE

SUB.

CIVIL ACTION
B. 728
P. 288 1/2 271
G.L.D.

LOT 1

LOT 5

LOT 6

APPROXIMATE
NORTH

DANE
PRIOR

MESA COUNTY

MESA CO
OPEN SPACE 1

TAILRACE

HACIENDA ST

TERRY CT

REDLANDS PARKWAY

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IN THE DISTRICT COURT IN AND FOR THE
COUNTY OF MESA AND STATE OF COLORADO

NO. 19066

L. C. SLAIGHT, ALICE B. SLAIGHT,)
GREGORY K. HOSKIN and WILLIAM)
KNOCH,)
Plaintiffs,)
vs.)
CHESTER E. MASSINGILL and FLORA)
MASSINGILL,)
Defendants.)

JUDGMENT
AND ORDER

THIS MATTER CAME ON FOR TRIAL to the Court after the parties' counsel had been permitted to submit pretrial statements following a denial of a Motion for Summary Judgment on January 4, 1971. The following recitation of facts as found is in order, accordingly

THE COURT FINDS AND DETERMINES: Plaintiffs filed this action pursuant to Rule 105 seeking to quiet title in and to certain described land; Plaintiffs L. C. and Alice Slaight and Gregory Hoskin claiming title and entitlement to possession conveyed the land described by contract of sale and purchase to Plaintiff Knoch on August 16, 1968 (Exhibit "B"). Such contract was placed in escrow without recording and with the further understanding that the Plaintiff Knoch would refrain from exercising dominion over the gravel deposited in such land, which comprises its essential value. On May 29, 1969, Plaintiffs L. C. and Alice Slaight delivered their warranty

DISTRICT COURT
Certified to be a full,
true and correct copy of
original in its entirety.
Dated: May 24, 1971
James M. Thomson

deed to the Defendants Massingill covering certain lots described in Exhibit "C". It is conceded that if the description were accurate in the complaint and in the contract, the land in the complaint as described in the contract of sale and purchase (Exhibit "B") is "accreted" land, which could either be a separate and distinct parcel, or a part of the lots conveyed to the Defendants by virtue of such doctrine of accretion. Defendants take the position that the land purportedly described in the complaint is accreted land and as such passed under the conveyance to them of May 29, 1969. Plaintiffs maintain that such land passed to Plaintiff Knoch by force of the escrowed contract of sale and purchase (Exhibit "B") and that, although such contract was not recorded, Defendants had actual notice of such prior conveyance to Knoch and Defendants were fully aware that their deed did not include the land described in the complaint.

On trial it emerged in Plaintiffs' case that the description as called in the complaint failed to close; such oversight also affected the contract among the Plaintiffs (Exhibit "B"). Plaintiffs also failed to prove by convincing evidence that the Defendants had actual notice of the prior conveyance of the accreted land to the Plaintiff Knoch. Since Defendants were without notice of such prior conveyance, they became bona fides purchasers for value and by virtue of the doctrine of accretion they became the owners of the land which accreted to the lots conveyed in Exhibit "C". It matters not that the conveyance

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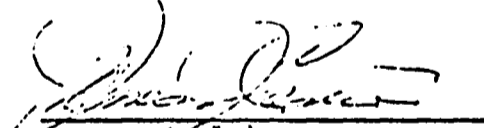
IT IS, THEREFORE, ORDERED AND ADJUDGED that Plaintiffs' complaint be and the same hereby is dismissed and held for naught. On the counterclaim of Defendants it is further adjudged and decreed that the Defendants are the owners in joint tenancy with right of survivorship and in fee simple of the property described as follows:

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It is further ordered and adjudged that the Plaintiffs named and such persons claiming by or through them have no interest, estate or claim of any kind whatsoever in or to such property, and any and all such persons are hereby enjoined and barred from asserting any such interest forever. Each party to bear his costs incurred.

Done in open court this 20th day of May, 1971.

BY THE COURT:


Judge

IN THE DISTRICT COURT IN AND FOR THE
COUNTY OF MESA AND STATE OF COLORADO

NO. 19066

L. C. SLAIGHT, ALICE B. SLAIGHT,)
GREGORY K. HOSKIN and WILLIAM)
KNOCH,)

Plaintiffs,)

vs.)

CHESTER E. MASSINGILL and FLORA)
MASSINGILL,)

Defendants.)

JUDGMENT
AND ORDER

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DISTRICT COURT
Certified to be a full,
true and correct copy of
original in its custody.
Dated May 25 1971
[Signature]