

DUC01PAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **DEED (WARRANTY)**

PURPOSE:

NAME OF PROPERTY OWNER OR GRANTOR: GERALD D. DUCRAY AND TED J. DUCRAY

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): PATTERSON ROAD
ADJACENT TO BURKEY PARK PROPERTY

PARCEL NO.:

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WARRANTY DEED

01001151

Grantors: Gerald D. DuCray and Ted J. DuCray, as tenants in common, Grantors, in exchange for property to be conveyed contemporaneously herewith to the Grantee, agreed by the parties to be worth \$100,000.00, hereby SELL, GRANT, AND CONVEY to

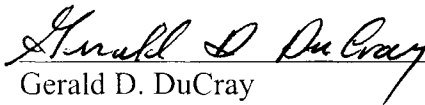
Grantee: City of Grand Junction, Colorado, a municipal corporation, the address of which is 250 North Fifth Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the following described real property situate in the County of Mesa, State of Colorado:

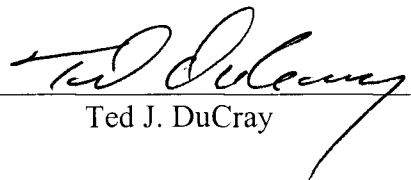
Legal Description: Beginning at the Southwest corner of the SE ¼ SE ¼ of Section 5, Township 1 South, Range 1 East of the Ute Meridian; thence north 180 feet; thence east 291.2 feet; thence south 180 feet, thence west 291.2 feet to the point of beginning; Except the south 50 feet for road as conveyed to the County of Mesa by instrument recorded May 3, 1982 in Book 1370 at Page 194, Mesa County Colorado;

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and its successors and assigns forever. Grantors hereby covenant that they, and each of them, will WARRANT AND DEFEND THE TITLE to said premises unto the said Grantee and its successors and assigns forever against the lawful claims and demands of all persons whomsoever;

EXCEPT: taxes and assessments for the year 2001 which have not yet been paid; Reservations and exceptions in patents, or acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded June 17, 1992 in Book 11 at Page 200; Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof, including the reservation of a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 17, 1992 in Book 11 at Page 200; Reservation of ½ of all minerals, by Ira E. Cotner and Mayme Cotner, in Deed recorded March 5, 1951 in Book 542 at Page 475, and any all assignments thereof or interests therein; Easement and/or Right of way granted to the Ute Water Conservancy District across herein described property by instrument recorded March 26, 1981 in Book 1304 and Page 147, together with incidental purposes; Terms, conditions, stipulations, obligations and provisions of the Resolution No. 6-95 recorded January 27, 1995 in Book 2124 at Page 668; Terms, conditions, stipulations, obligations and provisions of the Notice recorded October 27, 1994 in Book 2107 at Page 541.

Executed and delivered this 4th day of May, 2001.


Gerald D. DuCray

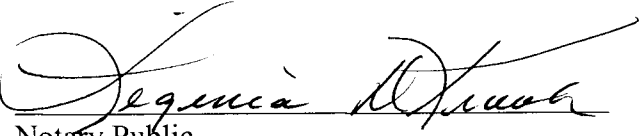

Ted J. DuCray

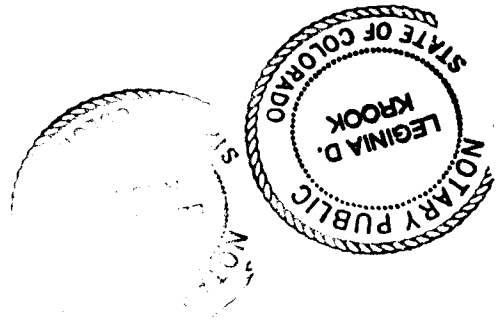
State of Colorado)
)ss.
County of Mesa)

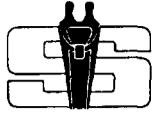
BOOK 2845 PAGE 940

The foregoing instrument was acknowledged before me this 4th day of May, 2001 by Gerald D. DuCray and Ted J. DuCray.

My commission expires 11-10-2001.
Witness my hand and official seal.


Notary Public





STEWART TITLE OF WESTERN COLORADO, INC.

521 Rood Avenue
Grand Junction, Colorado 81501
(970) 243-3070/FAX (970) 243-9556

ORDER NO. 01001151
BUYER/BORROWER: CITY OF GRAND JUNCTION
PROPERTY ADDRESS: 2980 F ROAD

DATE: July 03, 2001

CITY OF GRAND JUNCTION
250 N 5TH STREET
GRAND JUNCTION, CO 81501
ATTN: TIM WOODMANSEE

Attached please find the following in connection with the above-captioned:

OWNER'S POLICY

When making inquiries, please refer to our ORDER NO. above. We appreciate your business and hope that we may be of service to you in the future.

*"DuCray" Property located adjacent to Cuskey
Park on F Road (Refer to Resolution No. 135-00).*

POLICY OF TITLE INSURANCE ISSUED BY

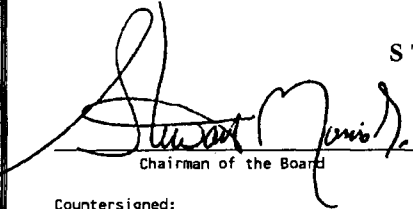
STEWART TITLE GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas 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.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the Date of Policy shown in Schedule A.



Chairman of the Board

STEWART TITLE
GUARANTY COMPANY




President

Countersigned:


Authorized Countersignature
STEWART TITLE OF WESTERN COLORADO, INC.
Agent ID #060091

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
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, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (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.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws; that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure: (i) to timely record the instrument of transfer; or (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Serial No. O-9701-179760

STEWART TITLE
GUARANTY COMPANY

INDEX OF ENDORSEMENTS TO POLICY
COLORADO

Agent File No.: 01001151

Insured: CITY OF GRAND JUNCTION, COLORADO, A MUNICIPAL CORPORATION

Policy No.: 09701-179760

Policy Form: ALTA OWNERS POLICY 10-17-92

Charge \$485.00

The Endorsements indicated below are attached to the above referenced Policy:

NONE

ALTA OWNER'S POLICY

SCHEDULE A

Order Number: 01001151

Policy No.: O-9701-179760

Date of Policy: May 07, 2001 at 11:09 A.M.

Amount of Insurance: \$ 100,000.00

1. Name of Insured:

CITY OF GRAND JUNCTION, COLORADO, A MUNICIPAL CORPORATION

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

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

CITY OF GRAND JUNCTION, COLORADO, A MUNICIPAL CORPORATION

4. The land referred to in this policy is described as follows:

SEE ATTACHED LEGAL DESCRIPTION

SCHEDULE A

Order Number: 01001151

LEGAL DESCRIPTION

Beginning at the Southwest corner of the SE 1/4 SE 1/4 of Section 5, Township 1 South, Range 1 East of the Ute Meridian,
thence North 180 feet;
thence East 291.2 feet;
thence South 180 feet;
thence West 291.2 feet to the point of beginning;
EXCEPT the South 50 feet for road as conveyed to County of Mesa by instrument recorded May 3, 1982 in Book 1370 at Page 194,

Mesa County, Colorado.

SCHEDULE B

Order Number: 01001151

Policy No.: O-9701-179760

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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. Unpatented mining claims; reservations or exceptions in patents, or an act authorizing the issuance thereof; water rights, claims or title to water.
6. Taxes for the year 2001, a lien but not yet due or payable.
7. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservation of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded June 17, 1992 in Book 11 at Page 200.
8. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof, including the reservation of a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 17, 1992 in Book 11 at Page 200.
9. Reservation of 1/2 of all minerals, by Ira E. Cotner and Mayme Cotner, in Deed recorded March 5, 1951 in Book 542 at Page 475, and any and all assignments thereof or interests therein.
10. Easement and/or Right of Way granted to Ute Water Conservancy District across herein described property as set forth by instrument recorded March 26, 1981 in Book 1304 at Page 147, together with incidental purposes.
11. Terms, conditions, stipulations, obligations and provisions of the Resolution No. 6-95 recorded January 27, 1995 in Book 2124 at Page 668.
12. Terms, conditions, stipulations, obligations and provisions of the Notice recorded October 27, 1994 in Book 2107 at Page 541.

STEWART TITLE OF WESTERN COLORADO

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policy and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title of Western Colorado.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms,
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements.

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Stewart Title Guaranty Company
Stewart Title Insurance Company
Privacy Policy Notice**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company, Stewart Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

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WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. 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 the 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 parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

(continued and concluded on last page of this policy)

(ALTA Owner's Policy)