

GVI70UTE

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: GRAND VALLEY IRRIGATION COMPANY BY V. A. MEEK,
PRESIDENT AND SHIRLEY G. STOCKER, SECRETARY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOTS 28, 29 AND 30, BLOCK
127, GRAND VALLEY IRRIGATION BUILDING AND LOTS ON SOUTH 6TH STREET AND UTE
AVENUE, TRANSAMERICA TITLE INSURANCE POLICY, CONTRACT FOR SALE AND PURCHASE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1970

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

The Grand Valley Irrigation Co.

Tap Box No. -----

Grand Junction, Colo. 12-31, 1970

RECEIVED OF City of Grand Junction
the sum of Seventeen thousand five hundred & no/100 DOLLARS
on account of Purchase of Lot 28-29-30 'Block 127 assessment on
shares of stock of the Company, being certificate Nos. -----

General Fund \$ -----

Miscellaneous \$ 16,500⁰⁰

Miscellaneous \$ -----

J. L. Stocker
Secretary

State of Colorado
County of Mesa) ss.

Reception No. 998676 Annie M. Dunston Recorder.

RECORDER'S STAMP

State Documentary Fee
Date JAN 4 1971
\$ Expense

THIS DEED, Made this first day of December in the year of our Lord, one thousand nine hundred and seventy between THE GRAND VALLEY IRRIGATION COMPANY

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of SIXTEEN THOUSAND FIVE HUNDRED AND NO/100----- DOLLARS to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of Mesa and State of Colorado, to-wit:

Lots 28, 29 and 30, in Block 127, City of Grand Junction, Colorado

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

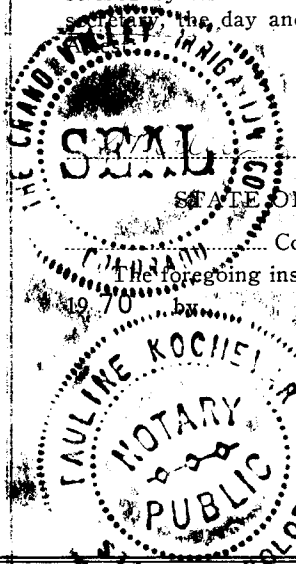
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said THE GRAND VALLEY IRRIGATION COMPANY,

party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; subject

to the 1970 taxes payable in 1971 and all subsequent taxes and special assessments,

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its president, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.



The Grand Valley Irrigation Company

By V.A. Meek Secretary. President.

STATE OF COLORADO, County of Mesa } ss.

The foregoing instrument was acknowledged before me this 22nd day of December 1970 by

V. A. Meek as President and Shirley G. Stocker as Secretary of

The Grand Valley Irrigation Company, a corporation.

My notarial commission expires Aug 26, 1974

Witness my hand and official seal.

Pauline Kocher Notary Public.

998676

~~INDEXED~~ *Pat*

WARRANTY DEED

TO

STATE OF COLORADO,

County of *WLSA*

ss.

I hereby certify that this.....Instrument was
filed for record in my office this.....

day of *JAN 4 1971*, A. D. 19.....

at *9.14* o'clock *A*. M., and duly recorded

in Book *954*, Page *84*

Annice M Dunston
Recorder.

Annice M Dunston
Deputy.

Fee, \$ *1.50*

City of Grand Jct.

Title Insurance Policy

No. CO 151760 -0

Issued by

Transamerica Title Insurance Company

a California corporation, hereinafter called the Company, in consideration of the premium which has been paid for this Policy, does insure the person, corporation or other entity, designated as the Insured in Item 1 under Schedule A, hereinafter called the Insured, the heirs, devisees, personal representatives of such Insured, or, if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount of this Policy as shown in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

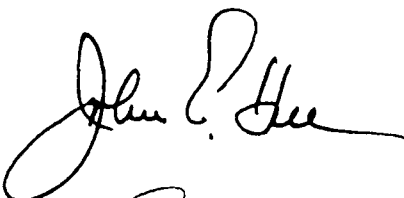
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Lack of a right of access to and from land;

all subject, however, to the provisions of Schedules A and B and to the Conditions and Stipulations hereto annexed; all as of the effective date of this policy, as shown in Schedule A.

In Witness Whereof, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Transamerica Title Insurance Company

By  President.

Attest  Secretary


Authorized Officer or Agent

Conditions and Stipulations

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule A and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records; and
- (d) "date": the effective date.

2. EXCLUSIONS FROM COVERAGE OF THIS POLICY

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

- (a) 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 said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
- (c) Title to any property beyond the lines of the land expressly described or referred to in Schedule A, or title to areas within or rights or easements in any adjoining streets, roads, avenues, lanes, ways or waterways (except to the extent the right of access to and from said land is covered by the insuring provisions of this policy), or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights or easements are insured.
- (d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured; or (2) known to the Insured either at the date of this policy or at the date such Insured acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured; or (4) attaching or created subsequent to the date hereof.
- (e) Loss or damage which would not have been sustained if the Insured were a purchaser for value without knowledge.

3. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

- (a) The Company, at its own cost and without undue delay, shall provide for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses interposed against a sale of the estate in said land which litigation in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue such litigation to final determination in the court of last resort.
- (b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy or in the event the title is rejected as unmarketable by one who has leased or has contracted to purchase, lease or lend money on the land described in schedule A hereof, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of the title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.
- (c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable

to establish the title as insured; and the Company may take any appropriate 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) 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 shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the 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 the Insured for any expense so incurred.

4. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 3 (b), 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 sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy and such payment or tender of payment, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder.

6. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

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

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice; or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company; or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and 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.

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

7. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage or deed of trust shown or referred to in Schedule B hereof or any mortgage or deed of trust hereafter executed by the Insured which is a charge or lien on the land described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the insured under this policy.

8. COINSURANCE AND APPORTIONMENT

(a) In the event that a partial loss occurs after the Insured makes an improvement subsequent to a date of this policy, and only in that event, the Insured becomes a coinsurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the Insured pursuant to the terms of this policy or to costs imposed on the Insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the land described or referred to in Schedule A is divisible into separate and noncontiguous parcels, or if contiguous and such parcels are not used as one 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 face amount of this policy was divided pro rata as to the value on the date of this policy of each separate independent parcel to the whole, exclusive of any improvements made subsequent to the date of this 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.

9. 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, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, 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 the Insured, 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. The Insured, if requested by the Company, 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 the Insured in any transaction or litigation involving such rights or remedies.

10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the title insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. 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, 1720 California St., Denver, Colorado 80202.

Transamerica Title Insurance Co

DIVISIONS

Midwest Division

1720 California Street
Denver, Colorado 80202
(303) 534-9066

•

California Division

1330 Broadway
Oakland, California 94612
(415) 835-4070

•

Northwest Division

315 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 222-9931

•

Southwest Division

114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

Title Insurance Policy

Issued by

Transamerica Title Insurance Company



*A Service of
Transamerica Corporation*

Transamerica Title Insurance Co

MIDWEST DIVISION

EXECUTIVE OFFICE

1720 CALIFORNIA STREET, DENVER
534-9066

•

Adams County

1720 California Street, Denver
534-9066

•

Arapahoe County

2000 West Littleton Blvd., Littleton
794-4255

•

Boulder County

1317 Spruce Street, Boulder
443-7160

•

Denver County

1720 California Street, Denver
534-9066

•

Douglas County

2000 West Littleton Blvd., Littleton
794-4255

•

Jefferson County

7580 West Colfax Avenue, Lakewood
237-1381

•

Mesa County

531 Rood Avenue, Grand Junction
242-8234

•

Agency Department

1720 California Street, Denver
534-9066

AGENTS THROUGHOUT COLORADO

SCHEDULE A

ORDER NUMBER

368,818-0

AMOUNT

\$16,500.00

Dated this 5th day of January, 1971, at the hour of 8:00 o'clock A.M.

1. The name of the insured and the estate, or interest of the insured in the land described below and covered by this policy is as follows:

THE CITY OF GRAND JUNCTION, COLORADO, a Municipal Corporation.

2. The land, the title to which is insured, is described or known as follows:



Lots 28, 29 and 30 in Block 127 in the CITY OF GRAND JUNCTION, in Mesa County, Colorado.

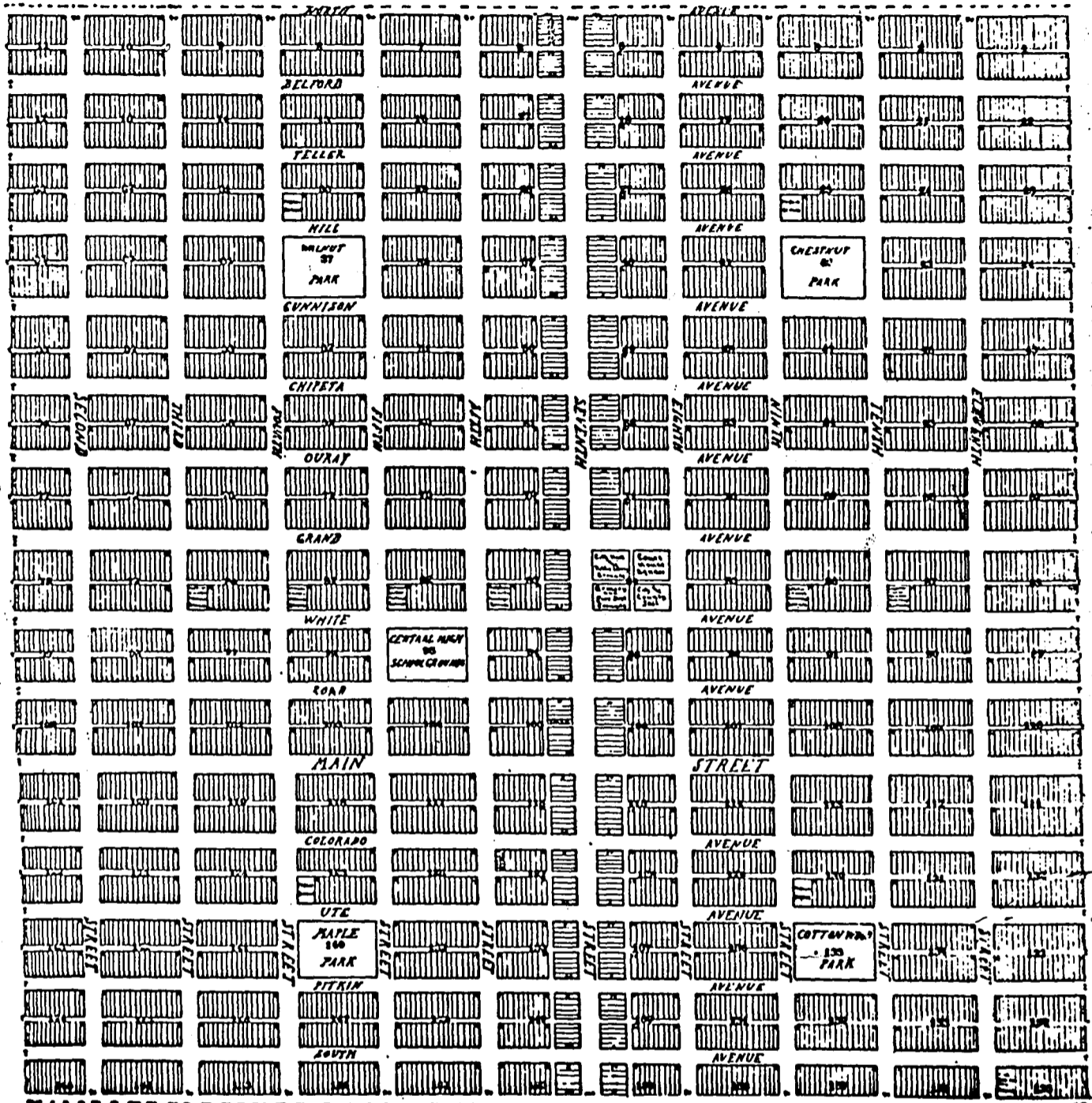
SCHEDULE B

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

1. Rights or claims of parties in possession not shown of record, including unrecorded easements.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
3. Mechanics liens, or any rights thereto, where no notice of such liens or rights appear of record.
4. Taxes and assessments not yet due or payable; and Special Taxes or Assessments certified to the office of the County Treasurer subsequent to: **Any and all unpaid taxes and assessments.**

Policy No. 151760-0

PLAT OF THE TOWN OF
 WEST   **EAST**
GRAND JUNCTION
 Mesa County, Colorado



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.

EUGENE H. MAST

ATTORNEY AT LAW

FIRST NATIONAL BANK BUILDING

GRAND JUNCTION, COLORADO
81501

MAIL ADDRESS:
P. O. BOX 626

TELEPHONE
242-3351

February 3, 1971

Mr. Gerald Ashby
City Attorney
City Hall
Grand Junction, Colorado 81501

Dear Gerald:

Enclosed is the Transamerica Title Insurance Company policy on the property sold by Grand Valley Irrigation Company to the City of Grand Junction. It covers Lots 28, 29 and 30 in Block 127.

I believe you will find this to be in proper order.

Very truly yours,



Eugene H. Mast

EHM:b

enc.

cc: Grand Valley Irrigation Co.

Title Ins. Policy
CO 151760 - 0

Lots 28,29 & 30 Blk 127
City of G.J.

(Property at 6th & Ute
purchased from Grand
Valley Irrigation Co.
for \$16,500)

This takes the place of
an abstract.

Received 2-4-71

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT made between THE GRAND VALLEY IRRIGATION COMPANY, a Colorado corporation having offices in Grand Junction, Colorado, Seller, and THE CITY OF GRAND JUNCTION, Colorado, a Municipal corporation, Buyer,

WITNESSETH

The Seller agrees to sell and the Buyer agrees to purchase from the Seller the following described property in the City of Grand Junction, Colorado, to-wit:

Lots 28, 29 and 30, in Block 127, City of Grand Junction, Mesa County, Colorado

on the terms hereinafter set forth.

PURCHASE PRICE

The Buyer agrees to pay the total purchase price for said property the sum of \$16,500.00. The purchase price shall be due and payable at the time the Seller delivers possession of said property as hereinafter provided.

POSSESSION

The Seller shall deliver possession of said property to the Buyer on or before December 31, 1970. The Seller shall notify the Buyer 10 days in advance of the time it is ready, able and willing to put the Buyer in possession of said premises.

TAXES

If possession of the property is not delivered to the Buyer before December 31, 1970, the Seller shall pay all taxes levied against said property for the year 1970. If possession is given to the Buyer prior to December 31, 1970, taxes shall be

Prorated between the Buyer and the Seller for the year 1970 on the basis of the 1969 assessment and levy thereon.

TITLE

Title shall be conveyed to the Buyer by warranty Deed subject only as provided above for taxes accruing for the year 1970 and thereafter. The Seller agrees that within 30 days from the date hereof it will deliver to the Buyer at the expense of the Seller either an abstract of title certified to a current date showing it to be vested with a clear and marketable title to said property or, at the Option of the Seller, deliver to the Buyer a commitment for title insurance issued by the Transamerica Title Insurance Company

RESERVATIONS

The Seller reserves to itself and there is excepted herefrom the door to a walk in vault and the frame in which the door is mounted. The same may be removed by the Seller on or before the date possession of said property is delivered to the Buyer.

Executed in duplicate this 7th day of August, 1970.

SELLER:

GRAND VALLEY IRRIGATION COMPANY

By: *B. W. Mack*
President

ATTEST:

Shirley J. Steuber
Secretary

BUYER:

THE CITY OF GRAND JUNCTION

By: *B. M. Day*
City Manager

ATTEST:

Walter C. Anderson
City Clerk