

HEN75265

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED

PURPOSE: WARRANTY

NAME OF AGENCY OR CONTRACTOR: RALPH L. HENRY, PERSONAL
REPRESENTATIVE OF THE ESTATE OF ALICE BERTHA HENRY,
DECEASED

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 621
26 1/2 ROAD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1975

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

THIS DEED, Made this 23rd day of December, 1975

between RALPH L. HENRY, P. O. Box 1442, Grand Junction,
Colorado, personal representative of the estate of
ALICE BERTHA HENRY, deceased,

State Document
Date DEC 24 1975
S. Egan

of the
County of Mesa and State of Colorado, of the first part, and
City of Grand Junction

of the County of Mesa and State of
Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Eight thousand five hundred DOLLARS to the said part y of the first part in hand paid by said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha S granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm, unto the said part y of the second part, its heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Mesa and State of Colorado, to wit:

Beginning at the Northeast corner of the NE 1/4 SE 1/4 SW 1/4 of Section 2, Township 1 South, Range 1 West of the U. M., thence South 100 feet, thence West 395 feet, thence North 100 feet, thence East 395 feet to point of beginning, except road right of way over the East 30 feet of subject property.

Grantee is not the spouse, agent, or attorney of the Personal Representative or any corporation or trust in which the Personal Representative has a beneficial interest.

TOGETHER with all and singular the hereditaments and appurtenances thereto 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 part y 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 part y of the second part, its heirs and assigns forever. And the said part y of the first part, for him self, his heirs, executors, and administrators, do es covenant, grant, bargain, and agree to and with the said part y of the second part, its heirs and assigns, that at the time of the executing and delivery of these presents, he 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 ha S good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever.

Subject to taxes for the year 1975, payable in 1976, and subsequent taxes,

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

IN WITNESS WHEREOF, the said part y of the first part ha S hereunto set his hand and seal the day and year first above written.

Ralph L. Henry
Personal Representative of the
Estate of Alice Bertha Henry,
Deceased.

STATE OF COLORADO,
County of Mesa

Ralph Henry Property

Policy of Title Insurance

Issued by

Transamerica Title Insurance Company

SUBJECT TO THE SCHEDULE OF EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED 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

By

Thomas Skerry

President

By

John P. Hise

Secretary

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

CONDITIONS AND STIPULATIONS

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.

(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 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

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 indebtedness secured by a purchase money mortgage given by a purchaser 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 purchase money mortgage given to such insured.

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

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation 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 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 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 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) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction 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 determined 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

SCHEDULE A

Amount of Insurance \$ 8,500.00

Policy No. 7005139

Date of Policy December 29, 1975
8:00 A.M.

Order No.

1. Name of Insured:

CITY OF GRAND JUNCTION, a Municipal corporation

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

IN FEE SIMPLE

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

CITY OF GRAND JUNCTION, a Municipal corporation

Policy No. 7005139
Order No.

SCHEDULE A—Continued

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

Beginning at the Northeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2,
Township 1 South, Range 1 West of the U.M.
thence South 100 feet,
thence West 395 feet,
thence North 100 feet,
thence East to point of beginning

Policy No. 7005139
Order No.

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.

6. Road right of way over the East 30 feet of subject property.

Transamerica Title Insurance Co

HOME OFFICE

600 Montgomery Street
San Francisco, California 94111
(415) 983-4400

Northern California Operations

244 Pine Street
San Francisco, California 94104
(415) 983-4600

Southern California Operations

Third and La Cienega
Los Angeles, California 90048
(213) 655-3000

Washington-Alaska Operations

Park Place
Sixth Avenue at University Street
Seattle, Washington 98101
(206) 628-4650

Oregon Operations

409 S.W. Ninth Avenue
Portland, Oregon 97205
(503) 222-9931

Arizona Operations

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

Colorado Operations

1837 California Street
Denver, Colorado 80202
(303) 534-9066

Michigan Operations

20830 Rutland Drive
Southfield, Michigan 48075
(313) 358-4100

Nevada Operations

437 South Sierra Street
Reno, Nevada 89501
(702) 786-1871

Texas Operations

3820 Buffalo Speedway
Houston, Texas 77006
(713) 622-2611

Policy of Title Insurance

Issued by

Transamerica Title Insurance Company



A Service of
Transamerica Corporation

Transamerica Title Insurance Co

Arapahoe - Douglas
2000 West Littleton Boulevard
Littleton, Colorado 80120
(303) 794-4255

Denver - Adams
1837 California Street
Denver, Colorado 80202
(303) 534-9066

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

Eagle
Montaneros Building, Unit A
P. O. Box 1700
Vail, Colorado 81567
(303) 476-5922

El Paso
418 South Weber Street
Colorado Springs, Colorado 80903
(303) 634-3731

Jefferson
1675 Carr Street
Lakewood, Colorado 80215
(303) 234-1675

Larimer
151 West Mountain Avenue, P.O. Box 1100
Fort Collins, Colorado 80521
(303) 493-6464

Mesa
531 Road Avenue
Grand Junction, Colorado 81501
(303) 234-8234

Pitkin
600 East Main Street
P. O. Box 2230
Aspen, Colorado 81611
(303) 925-1766

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

Routt - Jackson
507 Lincoln Street, P.O. Box 280
Steamboat Springs, Colorado 80477
(303) 879-1611

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

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 insured 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 claimant 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 litigation 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 encumbrance 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 competent 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.

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 Company 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 payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or

interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

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

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

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

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

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

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to Transamerica Title Insurance Company, P. O. Box 605, Denver, Colorado 80201.