

LOU91WAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (QUIT CLAIM)

PURPOSE: WATER TREATMENT PLANT PROPERTY

NAME OF AGENCY OR CONTRACTOR: RICHARD S. LOUGH AND RODGER B. LOUGH

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 244
26 ¼ ROAD

PARCEL #: 2945-263-00-941

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1991

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Recorded at _____ o'clock _____ M., _____
Reception No. _____ Recorder _____

QUIT CLAIM DEED

BOOK 1849 PAGE 790

Richard S. Lough and Rodger B. Lough
whose address is P. O. Box 639, Sunset Beach
County of _____, and State of
California, for the consideration of

1577293 10:30 AM 08/01/91
MONIKA TODD CLK&REC MESA COUNTY (DOC EXEMPT)

Eight Thousand-----Dollars, in hand paid,
hereby sell(s) and quit claim(s) to City of Grand Junction, a municipal
corporation
whose address is 250 N. 5th Street, Grand Junction
County of Mesa, and State of Colorado, the following real
property, in the County of Mesa, and State of Colorado, to wit:

The Northeast Quarter of the Southwest Quarter and the West
Quarter of the Northwest Quarter of the Southeast Quarter;
EXCEPT the North 360 feet thereof; AND EXCEPT the South
half of the Southwest Quarter of the Northeast Quarter of the
Southwest Quarter; all being in Section 26, Township 1 South,
Range 1 West of the Ute Meridian

also known as street and number
with all its appurtenances

Signed this 27th day of June, 19 91

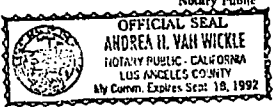
Richard S. Lough
Richard S. Lough
Rodger B. Lough
Rodger B. Lough

STATE OF ~~COLORADO~~ California
County of *Los Angeles*

The foregoing instrument was acknowledged before me this 27th day of June
19 91, by Richard S. Lough
My commission expires 9-18-92

WITNESS my hand and official seal.

Andrea H. Van Winkle
Notary Public

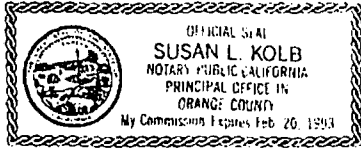


STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

BOOK 1349 PAGE 791

The foregoing instrument was acknowledged before me
this 25th day of June, 1991 by Rodger B. Lough.

Witness my hand and official seal.
My Commission Expires: Feb. 20, 1993



Susan L. Kolb
Notary Public

No. _____
QUIT CLAIM DEED

TO _____

STATE OF COLORADO
County of _____

I hereby certify that this instrument was filed for record in my

office at _____

o'clock _____ M. _____ 19____

and is duly recorded in book _____

Page _____

Book and Number _____

By _____ Deputy

Fees \$ 10.00

City of LA
BROADBENT PUBLISHING CO

Water Plant Property. Original to City Clerk
cc: Jerry Franklin
Jim Woodmansee

ISSUED BY
**TRANSAMERICA
TITLE INSURANCE COMPANY**

POLICY NUMBER
144-124847

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, 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, 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, TRANSAMERICA TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

TRANSAMERICA TITLE INSURANCE COMPANY

By: *Glennice A. Swank*
Authorized Countersignature



By: *Robert Tuller*
President

Attest: *James J. D. Lynch Jr.*
Secretary

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.

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 would have had against the named insured, those who succeed to the interest of the named 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.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area 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": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

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 only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (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 prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and 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, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any 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.

(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 the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, 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 cooperation.

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 judgement 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 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.

SCHEDULE A

Policy No. 144-124847

Amount of Insurance \$ 8,000.00

Order No. 890176

Date of Policy August 1, 1991 at 10:31 A.M.

Sheet 1 of 3

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

2945-263-00-945
2945-264-00-946

B-1849 P-790

Policy No. 144-124847
Order No. 890176

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:

The Northeast Quarter of the Southwest Quarter and the West Quarter
of the Northwest Quarter of the Southeast Quarter;
EXCEPT the North 360 feet thereof;
AND EXCEPT the South Half of the Southwest Quarter of the Northeast
Quarter of the Southwest Quarter;
all being in Section 26, Township 1 South, Range 1 West of the Ute
Meridian.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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. 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. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U. S. Patent recorded July 7, 1906 in Book 70 at Page 284.
7. Easement for Pipeline granted to The City of Grand Junction in document recorded March 6, 1912 in Book 175 at Page 216, a copy of which is attached hereto.
8. Notice of the existence of easements granted to City of Grand Junction as set forth in document recorded November 22, 1989 in Book 1767 at Page 443, a copy of which is attached hereto.
9. Grant of Easement from The City of Grand Junction to Irvin Rentals Company, et al, in document recorded May 8, 1990 in Book 1786 at Page 551, a copy of which is attached hereto.
10. Terms, conditions and provisions of Agreement between Irvin Rentals Company and the City of Grand Junction recorded May 8, 1990 in Book 1786 at Page 553, a copy of which is attached hereto.
11. Road Right of Way Easement granted by Richard S. Lough and Rodger B. Lough to Irvin Rentals Company, et al, recorded November 13, 1990 in Book 1813 at Page 553, a copy of which is attached hereto.

COMPARED

EASEMENT FOR PIPE LINE

THIS INDENTURE made this 6th day of March A. D. 1912 between C. R. Lough of the County of Mesa and State of Colorado party of the first part, and THE CITY OF GRAND JUNCTION, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Colorado, party of the second part, WITNESSETH:

That the party of the first part, for and in consideration of the sum of One Dollar to him in hand paid by the said party of the second part, and of other valuable considerations, receipt whereof is hereby acknowledged, has granted, remise, released and quit claimed an easement and by these presents does grant, remise, release and quit claim an easement unto the said party of the second part, its successors and assigns forever, the free right to construct, operate and maintain a pipe line or lines, to be used for the conveyance of water, over, through and across the lands of the party of the first part, along or near the following line situated, lying and being in the County of Mesa and State of Colorado, as follows:

Beginning at the intersection of the pipe line as located upon the ground and the East line of NW 1/4 of the NW 1/4 of SE 1/4 of Sec. 26. T 1 S, R 1 W, Ute Meridian, which point is 327 feet East and 181 feet north of the SW corner of the said NW 1/4 SE 1/4 sec 26, thence North 65° 45' West, 181 feet; thence by an 8° curve left 530 feet; thence South 71° 51' West, 272.4 feet; thence by a 4° curve right 468.8 feet; thence north 89° 44' West, 248 feet to the west line of NE 1/4 SW 1/4 of said Section 26, as located upon the ground.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging or in any wise appertaining. The party of the second part agrees to bury the pipe three feet beneath the surface of the ground, the party of the first part reserving the right to and the use of the ground above the said pipe, not injurious to this easement.

This Indenture is made and accepted upon condition that in case said pipe line shall not have been constructed and put in operation by the said city as herein provided within two years from the date hereof, or in case the operation of said pipe line shall be thereafter abandoned, all rights herein conveyed shall forthwith revert to the party of the first part, his heirs or assigns. The City agrees to put two bands on the pipe & to bury the stones in the ditch.

IN WITNESS WHEREOF the party of the first part has hereto set his hand and seal the day and year first above written.

Signed sealed and delivered in the presence of H. F. Vorbeck.

C. R. Lough (SEAL) (SEAL)

COUNTY OF MESA) (SS. STATE OF COLORADO)

I, Charles K Holmburg, a Notary Public in and for said County in the State aforesaid, do hereby certify that C. R. Lough who personally known to me to be the person whose name is subscribed to the foregoing Indenture; appeared before me this day in person and acknowledged that ----- signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6th day of March A. D. 1912 My Commission expires March 20, 1915

Charles K. Holmburg

Notary Public



NOTICE

City of Grand Junction, Colorado
81501-2668
250 North Fifth Street
BOOK 1767 PAGE 443

1530160 08:49 AM 11/22/89
E. SAWYER, CLK&REC MESA COUNTY CO

To Whom It May Concern:

The real estate described in the attached Exhibit A is subject to easements for the existing City of Grand Junction water pipeline ("Kannah Creek Flowline") which conveys water from Kannah Creek to the City Treatment Plant on Reservoir Hill.

The easements grant the City the free right to construct, operate and maintain the pipeline. Present and future owners of the real estate hereinafter described are to be cautioned that no improvements should be constructed in any manner or location which might preclude free and easy access to the pipeline by maintenance crews. In addition, any fences or other barriers installed around the perimeter of said real estate should be placed in such a manner to afford maintenance crews immediate access to the pipeline for repairs and maintenance.

Improvements situated over the pipeline or easement are subject to removal by maintenance crews. Furthermore, by virtue of the rights granted in the easements, the City of Grand Junction, its officers, employees and agents shall under no circumstance be liable for any expense incurred in the removal or replacement of improvements that may be damaged, removed or destroyed as a result of repair and maintenance activities associated with the pipeline.

Any questions regarding this Notice should be directed to the City of Grand Junction Utilities Department at the address above or by calling (303) 244-1564.

THE CITY OF GRAND JUNCTION, COLORADO

By: Gregory O. Trainor 11/22/89
Gregory O. Trainor Date
City Utilities Manager

2945-263-00-045 - NO ADDRESS

THE NE1/4 SW1/4 OF SECTION 26, TWP 1S, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT THE NORTH 360 FEET AND EXCEPT THE S1/2 SW1/4 NE1/4 SW1/4 OF SAID SECTION 26.

2945-264-00-044 - NO ADDRESS

THE W1/4 NW1/4 SE1/4 OF SECTION 26, TWP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, EXCEPT THE NORTH 360 FEET

2945-264-00-041 - 235 27 ROAD

THAT PART OF THE FOLLOWING LYING NORTH AND EAST OF THE ORCHARD MESA CANAL NO. 2: BEGINNING 594.4 FEET SOUTH OF THE E1/4 CORNER OF SECTION 26, TWP 1S, RANGE 1 WEST OF THE UTE MERIDIAN; THENCE SOUTH 305 FEET; THENCE WEST 189.8 FEET; THENCE SOUTH 201.5 FEET; THENCE WEST 169.1 FEET; THENCE SOUTH 201.5 FEET; THENCE EAST 358.9 FEET; THENCE SOUTH 16 FEET; THENCE WEST 527.9 FEET; THENCE NORTH 591 FEET; THENCE WEST 129 FEET; THENCE NORTH 135 FEET TO THE BEGINNING.

2945-264-00-046 - NO ADDRESS

THE SW1/4 SE1/4 AND THE W3/4 SE1/4 SE1/4 OF SECTION 26, TWP 1S, RANGE 1 WEST OF THE UTE MERIDIAN AND ALSO: BEGINNING 636 FEET SOUTH OF THE NW1/4 CORNER OF THE NE1/4 SE1/4 OF SAID SECTION 26; THENCE SOUTH 145 FEET; THENCE S 52DEG48' E 306.6 FEET; THENCE S 47DEG19' E 460.6 FEET; THENCE WEST TO THE SW CORNER OF THE NE1/4 SE1/4 OF SAID SECTION 26 THENCE NORTH TO THE POINT OF BEGINNING EXCEPT: BEGINNING 310 FEET EAST OF THE S1/4 CORNER OF SAID SECTION 26; THENCE NORTH 225 FEET; THENCE EAST 225 FEET; THENCE SOUTH 225 FEET THENCE WEST TO THE POINT OF BEGINNING.

2945-264-00-038 - NO ADDRESS

THE E1/4 SE1/4 SE1/4 OF SECTION 26, TWP 1S, RANGE 1 WEST OF THE UTE MERIDIAN.

2945-253-03-001 - 214 27 ROAD

LOT 1, BLOCK 2 COPPER HILLS SUBDIVISION IN SECTION 25, TWP 1S, RANGE 1 WEST OF THE UTE MERIDIAN.

2945-253-03-002 - 2705 1/2 RINCON DRIVE

LOT 2, BLOCK 2 COPPER HILLS SUBDIVISION IN SECTION 25, TWP 1S, RANGE 1 WEST OF THE UTE MERIDIAN.

2945-253-03-003 - 2705 RINCON DRIVE

LOT 3, BLOCK 2 COPPER HILLS SUBDIVISION IN SECTION 25, TWP 1S, RANGE 1 EAST OF THE UTE MERIDIAN.

2945-253-03-002 - 212 27 1/2 ROAD

LOT 2 MCM SUBDIVISION IN SECTION 25, TWP 1S, RANGE 1 WEST OF THE UTE MERIDIAN.

2945-253-05-020 - NO ADDRESS

LOT 20, BLOCK 2 OF RINCON SUBDIVISION IN SECTION 25, TWP 1S, RANGE 1 WEST OF THE UTE MERIDIAN.

2945-253-06-001 - NO ADDRESS

LOT 1, BLOCK 3 OF RINCON SUBDIVISION IN SECTION 25, TWP 1S, RANGE 1 WEST OF THE UTE MERIDIAN.

An easement to a parcel of land located in Mesa County, Colorado, in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, T1S, R1W of the Ute Meridian, the purpose of which is ingress and egress along an existing roadway 10 feet right and 10 feet left of the following described centerline.

Commencing at the Northwest Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26 from whence the Northeast Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 bears N90°00'00"E 2635.89 feet; thence S26°40'30"E 1119.44 feet to a point on the City of Grand Junction Water Treatment Plant Road said point being the beginning of a 72.76 foot radius curve to the left, the central angle of which is 42°18'56" and the chord of which bears N75°52'18"E 52.52 feet; thence along the arc of said curve 53.73 feet more or less to the boundary of the City of Grand Junction Water Treatment Tract and the beginning of a 72.76 foot radius curve to the left, the central angle of which is 80°41'04" and the chord of which bears N14°22'18"E 94.20 feet; thence along the arc of said curve 102.46 feet; thence N25°58'14"W 69.86 feet to the beginning of a 444.45 foot radius curve to the right, the central angle of which is 13°51'54" and the chord of which bears N19°02'17"W 107.29 feet; thence along the arc of said curve 107.55 feet; thence N12°06'20"W 76.15 feet to the beginning of a 491.28 foot radius curve to the left, the central angle of which is 6°41'20" and the chord of which bears N15°27'00"W 57.32 feet; thence along the arc of said curve 57.35 feet; thence N18°47'40"W 178.88 feet to a point from whence said road divides, the east fork of which bears N12°11'27"W 76.64 feet to a point which bears S48°28'56"E 543.09 feet from said Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26, and the west fork of which bears N42°15'29"W 98.58 feet to a point which bears S44°41'23"E 506.37 feet from said Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or in equity, to the proper use, benefit and behalf of the grantees, their heirs, successors and assigns.

EXHIBIT A

AGREEMENT1541368 04:03 PM 05/08/90
E.SAWYER, CLK&REC MESA COUNTY CO

THIS AGREEMENT is made as of this 18th day of April, 1990, between IRVIN RENTALS COMPANY, a partnership, BEVERLY I. TALLMAN, REBECCA I. CLEMENT, PAT R. IRVIN (collectively herein referred to as "Irvin's") and the CITY OF GRAND JUNCTION ("City").

RECITALS:

A. Irvin's own the real property described on attached Exhibit 1 ("Irvin Property"). The Irvin Property is immediately adjacent on its south boundary to real property which the Mesa County real property records show is in title to Richard Lough, Rodger Lough, and Lyman Lough ("Lough Property"). The Irvin Property is also immediately adjacent on its northwest corner to real property described on Exhibit 2 owned by the City ("City Property").

B. The City has purchased tax certificates for delinquent taxes that are owed on the Lough Property.

C. Irvin's desire to retain a recorded easement on the Lough Property along an existing roadway described on attached Exhibit 3 ("Irvin Roadway"). Irvin's have been granted an easement on Irvin Roadway by the City.

D. The City desires to obtain a recorded easement on the Irvin Property along an existing roadway described on attached Exhibit 4 ("City Roadway").

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements contained herein, Irvin's and the City agree as follows:

1. Irvin's agree to grant to the City an easement over the Irvin Property for the City Roadway subject to the terms of this Agreement.

2. If the City obtains title by recorded conveyance or otherwise to the Lough Property, the City shall execute any and all documents necessary to grant Irvin's, their heirs, successors, transferees, and assigns, an easement over the Lough Property for the Irvin Roadway consistent with the terms of the easement previously granted to Irvin's by the City.

3. The easement granted to the City by Irvin's will be subject to the following conditions:

a. Irvin's make no warranties concerning the stability, usability, safety or condition of the roadway;

Irvins shall not be held liable or responsible for maintaining, repairing or rebuilding the roadway.

b. The City, its invitees, heirs, successors and assigns agree to exercise the rights granted to them with due care, and all damages to persons or property resulting from the City, its officers, agents, employees, heirs, successors or assigns' (but excluding the general public) failure to exercise due care, or other standard of care as may be applicable and not arising from the willful misconduct of Irvins, shall be paid for or repaired at the sole expense of the City, its officers, agents, employees, heirs, successors and assigns (but excluding the general public).

c. The City, on its behalf and on behalf of the owners and/or occupiers of the lands benefited by this grant, agree to indemnify Irvins, their officers, employees and agents with respect to, and to hold Irvins, their officers, employees and agents harmless from, any damages or claims for injury to persons or property arising out of this grant which should result from, arise out of or be attributable to the use of the easement by the City (but excluding the general public) whether or not such use is permitted hereunder, not arising from the willful misconduct of Irvins.

d. The City, its invitees, heirs, successors or assigns shall only utilize the rights granted to them so that those rights and associated uses do not prohibit or limit the joint use of the roadway by Irvins, their employees, agents, successors or assigns. Irvins, their successors or assigns, shall have the right to enter upon the easement area to improve, maintain, repair, and rebuild the roadway, and further, Irvins shall have the right to prohibit or restrict the City's use of the easement area in connection with such right to improve, maintain, repair and rebuild.

e. At such time and in the event the easement shall be abandoned for a period of three (3) years, the property interest of the City therein shall immediately terminate and shall thereafter revert to Irvins, their successors and assigns.

f. The easement is limited to use of the City Roadway for ingress and egress to the memorial for Crawford's Tomb on the City Property.

g. Irvins, at their sole cost and expense, retain and reserve the right to relocate the easement provided the

relocation shall be accomplished only upon the approval of the City, which approval shall not be unreasonably withheld.

4. The conditions and provisions contained herein shall constitute a covenant running with the real property described on Exhibits 1 and 2, and shall benefit and be binding upon the City and Irvins and their heirs, successors, transferees and assigns.

DATED as of the day and year first above written.

IRVIN RENTALS COMPANY
a partnership

By Beverly I Tallman
Beverly I. Tallman, General Partner

By Rebecca I. Clement
Rebecca I. Clement, General Partner

By Pat R. Irvin
Pat R. Irvin, General Partner

Beverly I Tallman
Beverly I. Tallman, individually

Rebecca I. Clement
Rebecca I. Clement, individually

Pat R. Irvin
Pat R. Irvin, individually

Attest:

Neva B. Lockhart, CMC
Neva B. Lockhart, City Clerk

CITY OF GRAND JUNCTION
a municipal corporation


By Mark K. Achen
Mark K. Achen, City Manager

STATE OF ALASKA)
Municipality of) ss.
~~COUNTY OF~~ Anchorage)

The foregoing instrument was acknowledged before me this
30th day of April, 1990, by Beverly I. Tailman,
individually, and as a General Partner of Irvin Rentals Company,
a partnership.

Witness my hand and official seal.
My commission expires: 11-21-92.

Wanda Spence
Notary Public

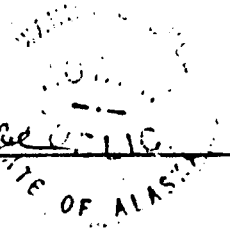


STATE OF ALASKA)
Municipality of) ss.
~~COUNTY OF~~ Anchorage)

The foregoing instrument was acknowledged before me this
30th day of April, 1990, by Rebecaa I. Clement,
individually, and as a General Partner of Irvin Rentals Company,
a partnership.

Witness my hand and official seal.
My commission expires: 11-21-92.

Wanda Spence
Notary Public

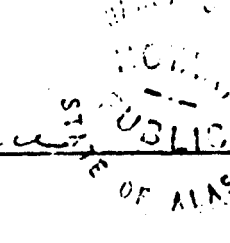


STATE OF ALASKA)
Municipality of) ss.
~~COUNTY OF~~ Anchorage)

The foregoing instrument was acknowledged before me this
30th day of April, 1990, by Pat R. Irvin,
individually, and as a General Partner of Irvin Rentals Company,
a partnership.

Witness my hand and official seal.
My commission expires: 11-21-92.

Wanda Spence
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this
8 day of May, 1990, by Mark K. Achen, as City
Manager, and by Neva B. Lockhart, as City Clerk, of the City of
Grand Junction, a municipal corporation.

Witness my hand and official seal.
My commission expires: June 13, 1991.



Theresa S. Martinez
Notary Public

The following described real property located in County of Mesa, State of Colorado:

Beginning at a point 250 feet South of the Northwest corner of the Northeast One-Quarter (NE1/4) of the Southwest One-Quarter (SW1/4) of Section 26, Township 1 South, Range 1 West of the Ute Meridian, thence East 250 feet, thence North 170 feet, thence East 175 feet, thence North 80 feet, thence East 655 feet, thence South 360 feet, thence West 1,080 feet, thence North 110 feet to the Point of Beginning.

EXHIBIT 1

DOMINANT ESTATE (a/k/a Crawford's Tomb)

A parcel of real property located in the County of Mesa, State of Colorado, described as follows:

Beginning at the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 26;
thence East a distance of 250 feet;
thence South a distance of 250 feet;
thence West a distance of 250 feet;
thence North a distance of 250 feet to the Point of Beginning.

EXHIBIT 2

An easement to a parcel of land located in Mesa County, Colorado, in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, T1S, R1W of the Ute Meridian, the purpose of which is ingress and egress along an existing roadway 10 feet right and 10 feet left of the following described centerline.

Commencing at the Northwest Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26 from whence the Northeast Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 bears N90°00'00"E 2635.89 feet; thence S26°40'30"E 1119.44 feet to a point on the City of Grand Junction Water Treatment Plant Road said point being the beginning of a 72.76 foot radius curve to the left, the central angle of which is 42°18'56" and the chord of which bears N75°52'18"E 52.52 feet; thence along the arc of said curve 53.73 feet more or less to the boundary of the City of Grand Junction Water Treatment Tract and the beginning of a 72.76 foot radius curve to the left, the central angle of which is 80°41'04" and the chord of which bears N14°22'18"E 94.20 feet; thence along the arc of said curve 102.46 feet; thence N25°58'14"W 69.86 feet to the beginning of a 444.45 foot radius curve to the right, the central angle of which is 13°51'54" and the chord of which bears N19°02'17"W 107.29 feet; thence along the arc of said curve 107.55 feet; thence N12°06'20"W 76.15 feet to the beginning of a 491.28 foot radius curve to the left, the central angle of which is 6°41'20" and the chord of which bears N15°27'00"W 57.32 feet; thence along the arc of said curve 57.35 feet; thence N18°47'40"W 178.88 feet to a point from whence said road divides, the east fork of which bears N12°11'27"W 76.64 feet to a point which bears S48°28'56"E 543.09 feet from said Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26, and the west fork of which bears N42°15'29"W 98.58 feet to a point which bears S44°41'23"E 506.37 feet from said Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or in equity, to the proper use, benefit and behalf of the grantees, their heirs, successors and assigns.

EXHIBIT 3

An easement to a parcel of land in the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 26, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, the purpose of which is to provide ingress and egress along an existing roadway 20 feet in width, being 10 feet right and 10 feet left of the following described centerline, to wit:

Commencing at the Northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 26;
thence South along the West line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 26 a distance of 360 feet;
thence East a distance of 356.22 feet to the Point of Beginning;
thence N 45°11'14" W a distance of 2.35 feet;
thence N 07°46'26" W a distance of 23.43 feet;
thence N 49°35'37" W a distance of 129.17 feet, more or less, to a Point of Terminus.

EXHIBIT 4

EXHIBIT A

An easement to that certain parcel of land in the NE quarter of the SW quarter of Section 26, Township 1 South, Range 1 West of the Ute Meridian, for the purpose of ingress and egress along said existing roadway 10 feet right and 10 feet left of the following described center:

Commencing at the Northwest Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26 from whence the Northeast Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 bears N90°00'00"E 2635.89 feet; thence S26°40'30"E 1119.44 feet to a point on the City of Grand Junction Water Treatment Plant Road said point being the beginning of a 72.76 foot radius curve to the left, the central angle of which is 42°18'56" and the chord of which bears N75°52'18"E 52.52 feet; thence along the arc of said curve 53.73 feet more or less to the boundary of the City of Grand Junction Water Treatment Tract and the beginning of a 72.76 foot radius curve to the left, the central angle of which is 80°41'04" and the chord of which bears N14°22'18"E 94.20 feet; thence along the arc of said curve 102.46 feet; thence N25°58'14"W 69.86 feet to the beginning of a 444.45 foot radius curve to the right, the central angle of which is 13°51'54" and the chord of which bears N19°02'17"W 107.29 feet; thence along the arc of said curve 107.55 feet; thence N12°06'20"W 76.15 feet to the beginning of a 491.28 foot radius curve to the left, the central angle of which is 6°41'20" and the chord of which bears N15°27'00"W 57.32 feet; thence along the arc of said curve 57.35 feet; thence N18°47'40"W 178.88 feet to a point from whence said road divides, the east fork of which bears N12°11'27"W 76.64 feet to a point which bears S48°28'56"E 543.09 feet from said Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26, and the west fork of which bears N42°15'29"W 98.58 feet to a point which bears S44°41'23"E 506.37 feet from said Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26.

Name
Street
Address
City &
State

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1556695 03:37 PM 11/13/90
MESA CO.CLK & REC MESA COUNTY CO
DOC EXEMPT

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

EASEMENT

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ _____

- computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale, and

ROAD RIGHT OF WAY

THIS AGREEMENT, made and entered into this first day of May, 1990, between Richard S. Lough and Rodger B. Lough, as Grantors and Irvin Rentals Company, a partnership; Beverly I. Tallman, Rebecca I. Clement, Pat R. Irvin, as Grantees.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantors are willing and desirous of granting Grantees, to have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantors, either in law or in equity, to the proper use, benefit and behalf of the Grantees, their heirs, successors and assigns, an easement and right of way.

Said easement is for the purpose of ingress and egress and right of way to reconstruct, use, maintain and repair, an existing roadway, over and across that certain real property situated in the City of Grand Junction, County of Mesa, State of Colorado, described on attached exhibit heretofore marked "EXHIBIT A" and by this reference made a part hereof.

The Grantors, their heirs and assigns, shall have the right to relocate at their expense said roadway, so long as a reasonably comparable road is provided over a reasonably comparable route, either by dedicated public street or by private roadway over which Grantee is granted the same rights of way and easements acquired hereunder with respect to the access road, Grantee shall be required to abandon such right of way and easement for access roadway acquired hereunder as are no longer necessary and shall be required to quitclaim the same to Grantors, their heirs or assigns, without charge to Grantors, their heirs or assigns within sixty (60) days after receipt of a written request from Grantors, their heirs or assigns, to so do.

IN WITNESS WHEREOF, the Grantors hereto have executed this instrument the day and year first written.


 RODGER B. LOUGH


 RICHARD S. LOUGH

EXHIBIT A

An easement to that certain parcel of land in the NE quarter of the SW quarter of Section 26, Township 1 South, Range 1 West of the Ute Meridian, for the purpose of ingress and egress along said existing roadway 10 feet right and 10 feet left of the following described center:

Commencing at the Northwest Corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26 from whence the Northeast Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 bears N90°00'00"E 2635.89 feet; thence S26°40'30"E 1119.44 feet to a point on the City of Grand Junction Water Treatment Plant Road, said point being the beginning of a 72.76 foot radius curve to the left, the central angle of which is 42°18'56" and the chord of which bears N75°52'18"E 52.52 feet; thence along the arc of said curve 53.73 feet more or less to the boundary of the City of Grand Junction Water Treatment Tract and the beginning of a 72.76 foot radius curve to the left, the central angle of which is 80°41'04" and the chord of which bears N14°22'18"E 94.20 feet; thence along the arc of said curve 102.46 feet; thence N25°58'14"W 69.86 feet to the beginning of a 444.45 foot radius curve to the right, the central angle of which is 13°51'54" and the chord of which bears N19°02'17"W 107.29 feet; thence along the arc of said curve 107.55 feet; thence N12°06'20"W 76.15 feet to the beginning of a 491.28 foot radius curve to the left, the central angle of which is 6°41'20" and the chord of which bears N15°27'00"W 57.32 feet; thence along the arc of said curve 57.35 feet; thence N18°47'40"W 178.88 feet to a point from whence said road divides, the east fork of which bears N12°11'27"W 76.64 feet to a point which bears S48°28'56"E 543.09 feet from said Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26, and the west fork of which bears N42°15'29"W 98.58 feet to a point which bears S44°41'23"E 506.37 feet from said Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26.

On this 8 day of May in the year 1990, before me,
Andrea H. Van Wickle, a Notary Public, personally appeared
Richard S. Lough, personally know to me
(or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within
instrument and acknowledge that he executed it.

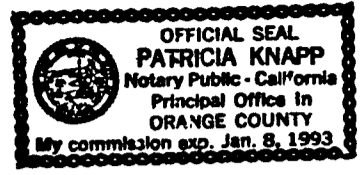
Andrea H. Van Wickle
Andrea H. Van Wickle, Notary Public



State of California }
County of Orange } SS.

City of Orange }
PATRICIA KNAPP

the undersigned Notary Public, personally appeared
RODGER B. LOUGH



personally known to me **BOOK 1813 PAGE 556**
 proved to me on the basis of satisfactory evidence
to be the person() whose name() is subscribed to the
within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.
Patricia Knapp
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Easement
Number of Pages 2 Date of Document 5-7-90
Signer(s) Other Than Named Above Richard B. Lough

(Continued)

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.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage 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.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION 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.

11. 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 any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and 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 to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid 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 the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that 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 by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) 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 by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a 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.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. 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, 4683 Chabot Drive, Suite 101, Pleasanton, CA 94588.