

MWC975TH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (SPECIAL WARRANTY)

NAME OF AGENCY OR CONTRACTOR: MUSEUM OF WESTERN COLORADO

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 233 SOUTH
FIFTH STREET LOTS 17 THROUGH 24, INCLUSIVE BLOCK 125

CITY DEPARTMENT: ADMINISTRATION

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SPECIAL WARRANTY DEED
(fee simple determinable)

The City of Grand Junction, a home rule municipality, whose street address is 250 N. 5th Street, Grand Junction, CO, 81501, County of Mesa, State of Colorado, for consideration of \$10.00, in hand paid, hereby sells and conveys to the Museum of Western Colorado, Inc., a Colorado non-profit corporation, whose street address is 233 South Fifth, Grand Junction, Colorado

the following real property to wit:

Lots 17 through 24, inclusive
Block 125, City of Grand Junction, Mesa County, Colorado

with its appurtenances and warrants the title against all persons claiming under or through the City, subject to and providing, however that the title granted hereunder is fee simple determinable, subject to the following restrictions and conditions all and each of which shall run with the land. Except as provided in the paragraph numbered 4, below, in the event of any breach of any of such restrictions and conditions, said property, and any improvements thereon, shall automatically revert to the City of Grand Junction; this provision constitutes a possibility of reverter which, if it occurs, automatically causes fee simple title to terminate in the Grantee and concomitantly fee simple title to vest in the City of Grand Junction.

Failure or refusal by the City to enforce any restriction or condition provided for herein in any instance(s) or for any period of time shall never result in the application of the doctrine of waiver, estoppel or other defense or claim which results in any limitation of the right of reverter, even if Grantee, or Grantee's successors, or assigns, has reasonably relied to its detriment on the acts or failure to act of Grantor. Grantor may, at any time, notwithstanding prior acts or the lack thereof, enforce any and all restrictions and conditions herein provided;

The restrictions and conditions are:

1. The real property described herein, together with the improvements thereon, shall be used perpetually and solely for the operation of a not-for-profit museum open to the public, except as may be otherwise approved in writing by the City Council.
2. Grantee shall provide at least twelve (12) days each calendar year during which the residents of the City shall have free admission to the public exhibits and programs of Grantee;
3. Grantee shall forever maintain its primary facilities and offices within the limits of the City of Grand Junction, except as the City Council of the City of Grand Junction may otherwise approve by its resolution;

4. If grantee is in breach of restriction or condition numbered 1 or 2 above, the City shall give written notice thereof to the grantee; such default shall be cured (and title shall not revert based thereon) only if, within ninety (90) days of said notice, Lessee cures the default.

Signed this 27th day of May, 1997.

City of Grand Junction

By: Janet L. Terry
Mayor

Attest:

Stephanie Nye
City Clerk

STATE OF COLORADO }

COUNTY OF MESA }

The foregoing instrument was acknowledged before me this 29th day of May, 1997 by Stephanie Nye as Mayor of the City of Grand Junction and Janet Terry as Mayor of City Clerk Grand Junction.

Witness my hand and official seal:

Christine English
Notary Public

My Commission expires:

2/2/98