

PHI76275

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY DEED)

NAME OF AGENCY OR CONTRACTOR: RAYMOND G. PHIPPS, STANLEY D.
SCOTT AND TOM E. ELDER, AS TRUSTEES

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: FIRE
STATION #4 251 27 ROAD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1976

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

RAYMOND G. PHIPPS, STANLEY D. SCOTT and
TOM E. ELDER, as Trustees,

whose address is Grand Junction,
County of Mesa, State of

State Documentary Fee
Date SEP 13 1976
[Signature]

Colorado, for the consideration of
TEN DOLLARS AND OTHER VALUABLE CONSIDERATION,
~~dollars~~ in hand paid, hereby sell(s) and convey(s) to

THE CITY OF GRAND JUNCTION, a Municipal corporation,

whose address is Grand Junction, County of
Mesa, and State of Colorado the following real property in the
County of Mesa, and State of Colorado, to wit:

Beginning at the NE Corner of the SW $\frac{1}{4}$ of Section 25, Township
1 South, Range 1 West of the Ute Meridian, thence North 89°54'30"
West for a distance of 15.0 feet, thence South 0°05'30" West
for a distance of 30.0 feet, thence South 80°54'30" West for
a distance of 116.7 feet, thence South 21°55' West for a distance
of 96.2 feet, thence South 13°45' East for a distance of 105.45
feet, thence South 69°23' East for a distance of 150.79 feet
and to the East line of said SW $\frac{1}{4}$ of Section 25, thence North
for a distance of 293.2 feet and the point of beginning; SUBJECT
to an easement for the installation of an underground sewer pipe-
line over and across the East 15 feet thereof, as deeded to
the Orchard Mesa Sanitation District; Mesa County, Colorado;
EXCEPT the North 30 feet of the East 15 feet of the above described
tract for road purposes, and ALSO EXCEPT for any drain ditch easement
on the Westerly boundary of said tract.

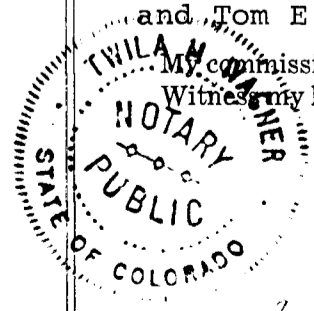
with all its appurtenances, and warrant(s) the title to the same, subject to 1976 taxes
due and payable in 1977.

Signed this 15th day of July, 1976.
[Signature] Raymond G. Phipps, Trustee
Stanley D. Scott, Trustee
[Signature] Tom E. Elder, Trustee

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 15th
day of July, 1976, by Raymond G. Phipps, Stanley D. Scott,
and Tom E. Elder, Trustees.

My commission expires April 14, 1977
Witness my hand and official seal.



[Signature] Twila M. Wagner
Notary Public

C.P.S.
G.

NO. 1116586

WARRANTY DEED
SHORT FORM

Five Sta # 4
301 24th Ave

TO

STATE OF COLORADO }
County of **MESA** } ss.

I hereby certify that this instrument was filed
for record in my office, at 4:28
o'clock P M., Sep 13, 1976
and is duly recorded in book 11080
Page 442

Film No. _____ Reception No. _____
Earl Sawyer Recorder.

By _____ Deputy.

Fee, \$ 2.00

Mail to: New Rockport
(or return to) 250 N. 5th

Send future tax statements to:



LAW OFFICES OF
ELDER, PHILLIPS & CARPENTER

562 WHITE AVENUE
GRAND JUNCTION, COLORADO 81501

TOM E. ELDER
WALTER J. PHILLIPS
STACY R. CARPENTER
VICTOR J. DANIEL

AREA CODE 303
TELEPHONE 243-0946

September 23, 1976

Mr. Gerry Ashby
City Attorney
City Hall
5th & Rood
Grand Junction, Colorado

Dear Gerry:

Enclosed is Attorney's Title Guaranty Fund Policy No. 33160 issued in favor of the City of Grand Junction, in connection with the purchase from Orchard Mesa Development, Inc.

Yours very truly,

ELDER, PHILLIPS & CARPENTER

By.



TEE/tw
Encl

Note: The attorney or firm of attorneys providing this policy has a financial interest as a member or shareholder of Attorneys' Title Guaranty Fund, Inc.

ATTORNEYS' TITLE GUARANTY FUND, INC.

The Lawyers' Organization for Insuring Titles to Real Estate
Denver, Colorado

OWNERS POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, Attorneys' Title Guaranty Fund, Inc., a Colorado 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;
4. Unmarketability of such title.

IN WITNESS WHEREOF the Company has caused this Policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

ATTEST:

Fletcher Thomas

Fletcher Thomas, Secretary



ATTORNEYS' TITLE GUARANTY FUND, INC.

John S. Kellogg

By John S. Kellogg, President



MEMBER OF



MEMBER OF



In consideration of the premium paid under this policy, it is hereby understood and agreed that American Title Insurance Company assumes entire liability under this policy and that in the event Attorneys' Title Guaranty Fund, Inc. shall fail to pay any valid claim under this policy by reason of loss or damage insured against, then such loss shall be assumed and paid by American Title Insurance Company in the same manner and to the same extent as if such policy had been a policy of American Title Insurance Company.

IN WITNESS WHEREOF, American Title Insurance Company has caused this Certificate to be executed by its duly authorized officers.

AMERICAN TITLE INSURANCE COMPANY

ATTEST:

William L. Martin

Secretary



Joy R. Schmitt

President

Issued By TOM E. ELDER
(Member's Name and Address)

562 White Avenue, Grand Junction, Colorado

This policy must contain Schedules A and
duly validated by this signature: *Tom Elder*

ATTORNEYS, TITLE GUARANTY FUND, INC.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY, FORM B 1970 AMENDED 10-17-70

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 had 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 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 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. 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 cover sheet

ATTORNEYS,
TITLE GUARANTY FUND, INC.

AMOUNT	POLICY OF TITLE INSURANCE	DATE OF POLICY
<u>\$ 12,500.00</u>	SCHEDULE A	September 13, 1976
	NAME OF INSURED	4:42 o'clock p.m.

THE CITY OF GRAND JUNCTION, a Municipal corporation

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

Fee Simple

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

THE CITY OF GRAND JUNCTION, a Municipal corporation

3. The land referred to in this Policy is described as follows:

Beginning at the NE Corner of the SW $\frac{1}{4}$ of Section 25, Township 1 South, Range 1 West of the Ute Meridian, thence North 89°54'30" West for a distance of 15.0 feet, thence South 0°05'30" West for a distance of 30.0 feet, thence South 80°54'30" West for a distance of 116.7 feet, thence South 21°55' West for a distance of 96.2 feet, thence South 13°45' East for a distance of 105.45 feet, thence South 69°23' East for a distance of 150.79 feet and to the East line of said SW $\frac{1}{4}$ of Section 25, thence North for a distance of 293.2 feet and the point of beginning; SUBJECT to an easement for the installation of an underground sewer pipeline over and across the East ___ feet thereof, as deeded to the Orchard Mesa Sanitation District; Mesa County, Colorado, EXCEPT the North 30 feet of the East 15 feet of the above described tract for road purposes, and ALSO EXCEPT for any drain ditch easement on the Westerly boundary of said tract.

Countersigned:



 Authorized Officer or Agent

Issued at: Grand Junction, Colorado

Page 1—Schedule A—Policy **OP N^o 33160**

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

ATTORNEYS,

TITLE GUARANTY FUND, INC.

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. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Right-of-way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded April 7, 1902 in Book 70 at Page 102. (Affects SW $\frac{1}{4}$ of Section 30, Township 1 South, Range 1 East of the Ute Meridian, and E $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 1 South, Range 1 West of the Ute Meridian.)
8. Subject property is located in or under the obligations of Orchard Mesa Irrigation District.
9. Except the North 30 feet of the East 15 feet for road purposes and also except for any drain ditch easements on the Westerly boundary.

Countersigned: _____

[Signature]
 Authorized officer or agent

Page 1 of Schedule B—Policy No. **OP**

33160

Member No. 42

The typed serial number above **MUST** be the same as the printed serial number on Schedule A.

CONDITIONS AND STIPULATIONS—CONTINUED

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 stated 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 maintainable 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 any 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 its Home Office.

AMERICAN LAND TITLE ASSOCIATION OWNE R'S POLICY, FORM B 1970 AMENDED 10-17-70

THIS POLICY IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS. A REISSUE POLICY IN FAVOR OF NEW PURCHASERS SHOULD BE OBTAINED.