

PSC895TH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: PUBLIC SERVICE COMPANY OF
COLORADO, J.N. BUMPUS

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 515 SOUTH 5TH
STREET AND SOUTH AVENUE LOTS 1 THROUGHTR 14, BLOCK 161

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1989

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SPECIAL WARRANTY DEED

THIS DEED, Made this 25th day of January, 1989,
between
PUBLIC SERVICE COMPANY OF COLORADO,

BOOK 1730 PAGE 341

of the City and *
County of Denver, State of Colorado, grantor(s), and
CITY OF GRAND JUNCTION,

1508509 10:29 AM 02/14/89
E. SAWYER, CLK&REC MESA COUNTY CO
DOC EXEMPT

whose legal address is 250 North Fifth Street
Grand Junction, Colorado,

of the _____ County of Mesa, State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of _____
Fifteen Thousand Seven Hundred Twenty-one and 38/100 (\$15,721.38)----- DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant,
bargain, sell, convey and confirm, unto the grantee(s), its heirs and assigns forever, all the real property, together with improvements,
if any, situate, lying and being in the County of Mesa, State of Colorado,
described as follows:

Lots 1 through 14, Block 161, City of Grand Junction, Colorado; the southerly
5.27 feet of South Avenue adjoining the north line of Lots 1 through 14 Block
161; and commencing at the Southwest corner of Lot 1 Block 161 thence easterly
along the south line of Block 161 150.0 feet to the TRUE POINT OF BEGINNING,
thence southerly at a right angle to the south line of Block 161 20 feet, thence
easterly 251.06 feet to the west line of Sixth Street, thence north along the
west line of Sixth Street 20 feet thence, west along the south line of Block 161
251.03 feet to the TRUE POINT OF BEGINNING.

Except: Beginning at the southwest corner of Lot 1 Block 161 thence north along
the west line ^{of said Lot 1} 92 feet thence southeasterly 92.4 feet to a point on the south line
of Lot 1, thence west 9.1 feet to the southwest corner of Lot 1 the point of
beginning.

also known by street and number as: 515 South Seventh Street.

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
grantor(s), 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 grantee(s), its heirs and
assigns forever. The grantor(s), for sel, its heirs and personal representatives or successors, do es covenant and agree that
it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s),
its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).
IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

A. J. DeNovellis
Assistant Secretary

PUBLIC SERVICE COMPANY OF COLORADO
By: *J. N. Bumpus*
Senior Vice President

STATE OF COLORADO
City and County of Denver
The foregoing instrument was acknowledged before me this
by *J. N. Bumpus* as Senior Vice President, and *A. J. DeNovellis*
as Assistant Secretary of Public Service Company of Colorado, a Colorado corporation.

ss. 25th day of January, 1989;
Witness my hand and official seal.

My commission expires March 11, 1990.
Gary H. Hunt
Notary Public
Gary H. Hunt
550 - 15th Street
Denver, Colorado 80202

*If in Denver, insert "City and."

*Sold Public Service
Steam Plant Property*

WESTERN COLORADO TITLE CO.

P. O. BOX 178, 521 ROOD AVENUE, GRAND JUNCTION, COLORADO 81502-0178 (303) 243-3070



CC 890201

2-28-89

City of Grand Junction
Attn: Dan Wilson
250 N 5th Street
Grand Junction, CO 81501

Our File No: 89-1-9

Dear Customer:

In connection with your recent real estate transaction, enclosed please find your Owner's Title Insurance Policy, which should be kept with your permanent records.

The premium on the policy was paid for by the Seller at the time of closing, therefore there are no monies due from you in this regard.

Please feel free to contact our office if you should have any questions in connection with this policy.

We have opened and will maintain a personal file on your property. This will enable us to give you fast and accurate service if in the future you should decide to sell or use your property to secure a loan. Please let us know if we may be of further service. Thank you.

Sincerely,

Kathryn Steele
Western Colorado Title Company

enc.

REPRESENTING

CHICAGO TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY (6-1-87)

06 0010 04 025397

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri 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, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
WESTERN COLORADO TITLE COMPANY
521 Rood Avenue
P. O. Box 178
Grand Junction, CO 81502-0178
(303) 243-3070

CHICAGO TITLE INSURANCE COMPANY
By:

Richard L. Pella
President



By:

Thomas J. Adams
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 judgment 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 additional 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.

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 hereafter executed by the insured or assumed or agreed to by the 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 include the number of this policy and shall be addressed to the Company at the issuing office or to:

**Chicago Title Insurance Company
Claims Department
111 West Washington Street
Chicago, Illinois 60602**

POLICY NO. 06 010 04 25397
ORDER FILE NO. 89-1-9

SCHEDULE A

AMOUNT
\$17,300.00

DATE OF POLICY
February 14, 1989 at 10:30 a.m.

NAME OF INSURED

CITY OF GRAND JUNCTION

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

IN FEE SIMPLE

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

THE INSURED

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

Lots 1 through 14, both inclusive in Block 161 of the City of Grand Junction and the Southerly 5.27 feet of South Avenue adjoining the north line of Lots 1 through 14 Block 161 as set forth in instrument recorded March 4, 1947 in Book 462 at Page 45 and commencing at the Southwest corner of Lot 1 Block 161 thence Easterly along the south line of Block 161 150.0 feet to the True Point of Beginning, thence Southerly at a right angle to the south line of Block 161 20 feet, thence Easterly 251.06 feet to the west line of Sixth Street, thence North along the west line of Sixth Street 20 feet, thence West along the south line of Block 161 251.03 feet to the True Point of Beginning,

EXCEPT beginning at the Southwest corner of Lot 1 Block 161, thence North along the west line 92 feet, thence Southeasterly 92.4 feet to a point on the south line of Lot 1, thence West 9.1 feet to the Southwest corner of Lot 1 the Point of Beginning as granted to the Department of Highway by instrument recorded July 22, 1964 in Book 871 at Page 920,

MESA COUNTY, COLORADO.

POLICY NO. 06 010 04 25397
ORDER FILE NO. 89-1-9

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 and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.
6. Terms, conditions, stipulations, obligations and provisions of the Corridor Guideline recorded November 10, 1988 in Book 1718 at Page 348.
7. Easement and right of way for the right, privilege and authority to construct, operate and maintain electric lines together with the right to enter upon said premises, as granted to Public Service Company of Colorado by The City of Grand Junction in instrument recorded February 14, 1989 in Book 1730 at Page 342, said easement and right of way being in, through, over, under and across said subject property as described in said instrument together with the terms, conditions, stipulations and obligations as contained therein and burdens imposed thereby.
8. Reserving unto the City of Grand Junction the right to operate, maintain, repair, replace and remove the present sewer line as it is now located along the South side of the following described parcel:

Beginning at the intersection of the west line of Sixth Street and the north line of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West along North line of said Section 23 400 feet to east line of Fifth Street, thence North 9.1 feet to the South line of Block 161, City of Grand Junction, thence Easterly along south line of said Block 161 to the west line of Sixth Street, thence South to Point of Beginning,

ALSO reserving the right of ingress and egress for equipment necessary for maintenance thereof,

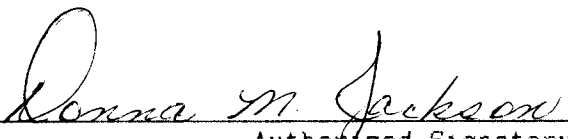
ALSO providing that the Public Service Company of Colorado shall have the right to move said sewer line at its own expense to another practicable location and to grant a compensating right of way similar to and in substitution thereof, as set forth in instrument recorded November 19, 1946 in Book 453 at Page 398.

9. All taxes and assessments now a lien or payable.

POLICY NO. : 06 010 04 25397
ORDER FILE NO. : 89-1-9

CHICAGO TITLE INSURANCE COMPANY

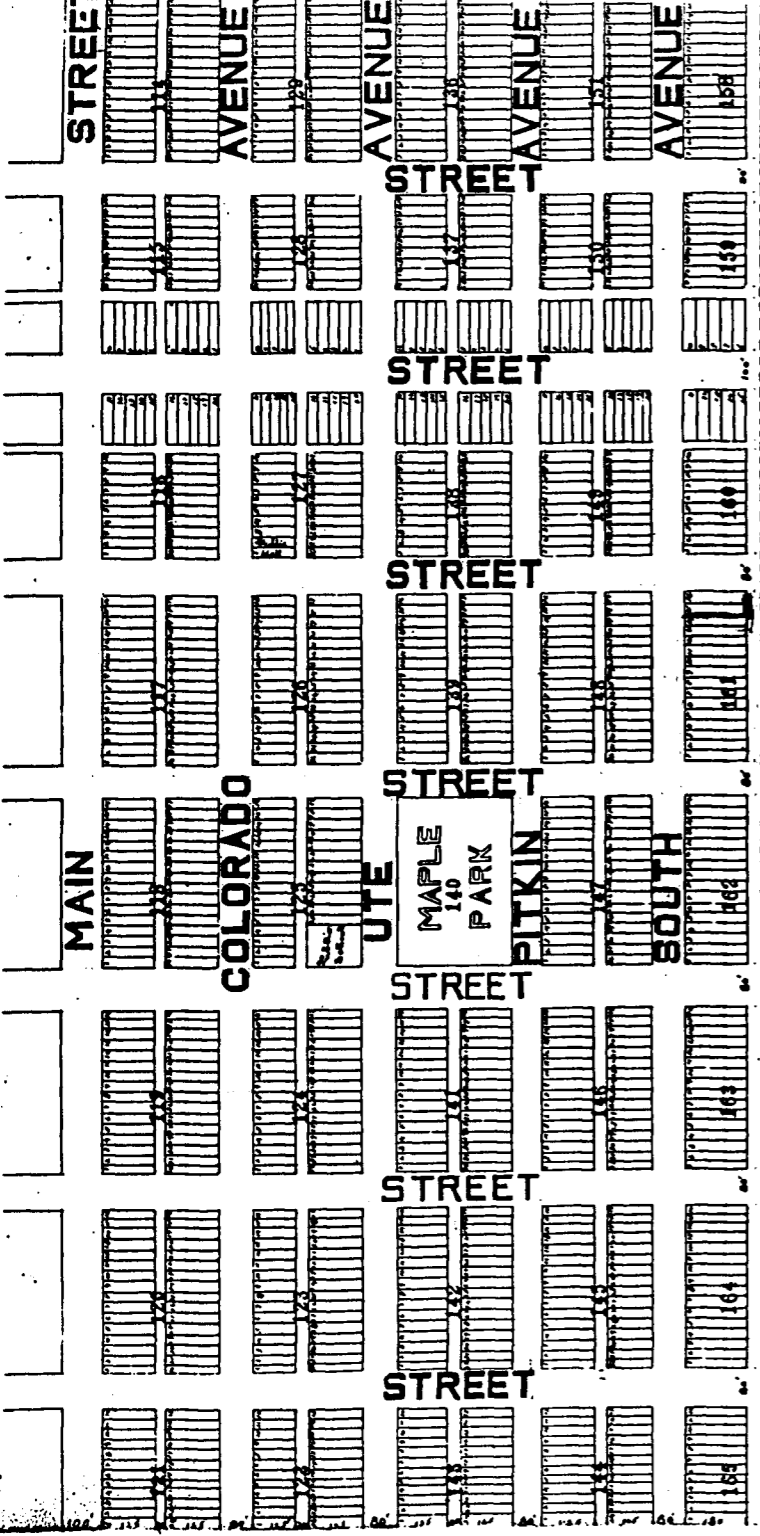
COUNTERSIGNED:



Authorized Signatory *KS*

NOTE: The following endorsements appearing after Schedule B are an integral part of this policy: NONE

MASTER COPY



Dedication

Grand Junction and Precinct 14 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Grand Junction and Precinct 14 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Dedication

Lots 29, 30, 31 and 32 in Block 15 are dedicated to a City Infirmary

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

State of Colorado

I, Charles L. Jones, County Clerk and Recorder in and for the County of Grand Junction, do hereby certify that the foregoing is a true and correct copy of the original of the above mentioned plat, and that the same is a true and correct copy of the original of the same as the same is on file in my office. Witness my hand and official seal this 25th day of November, 1911.

Charles L. Jones, County Clerk and Recorder

State of Colorado
County of Grand Junction
Recorder
Charles L. Jones
Do hereby certify that the foregoing is a true and correct copy of the original of the above mentioned plat, and that the same is a true and correct copy of the original of the same as the same is on file in my office. Witness my hand and official seal this 25th day of November, 1911.

PLAT-OF-THE-TOWN-0

WEST  EAST

GRAND

JUNCTIO

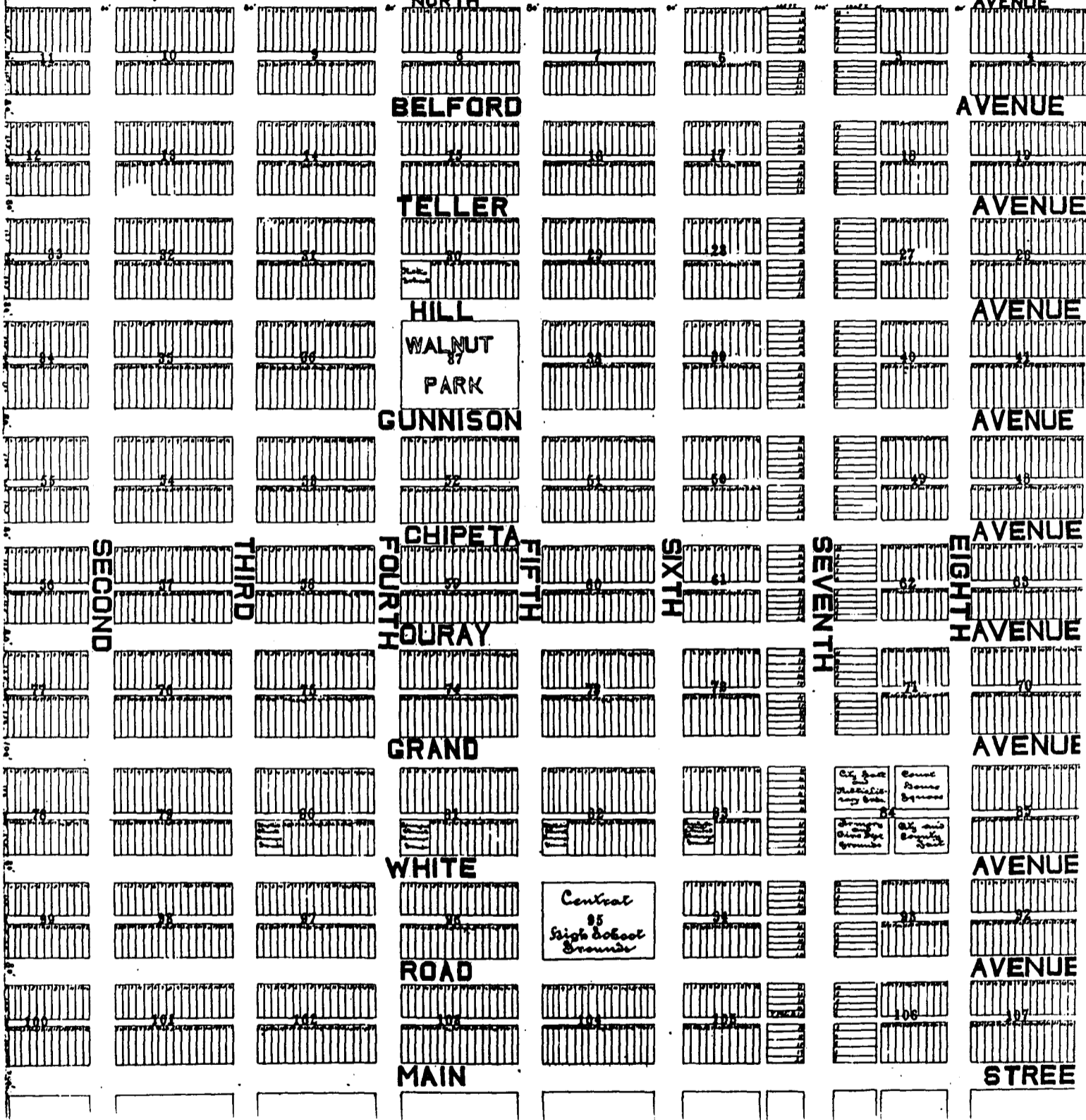
GUNNISON

COUNTY

COLORADO

NORTH

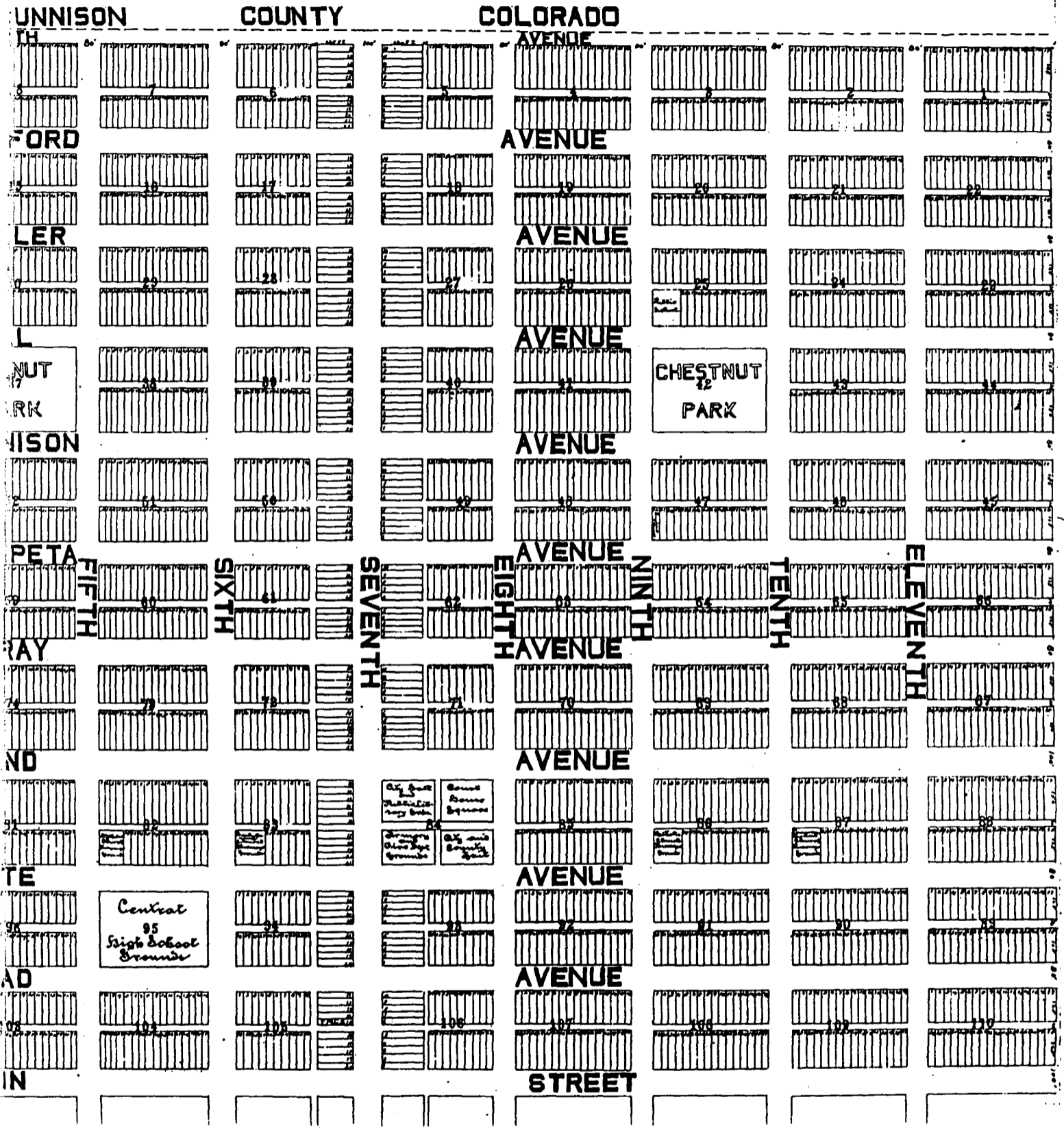
AVENUE

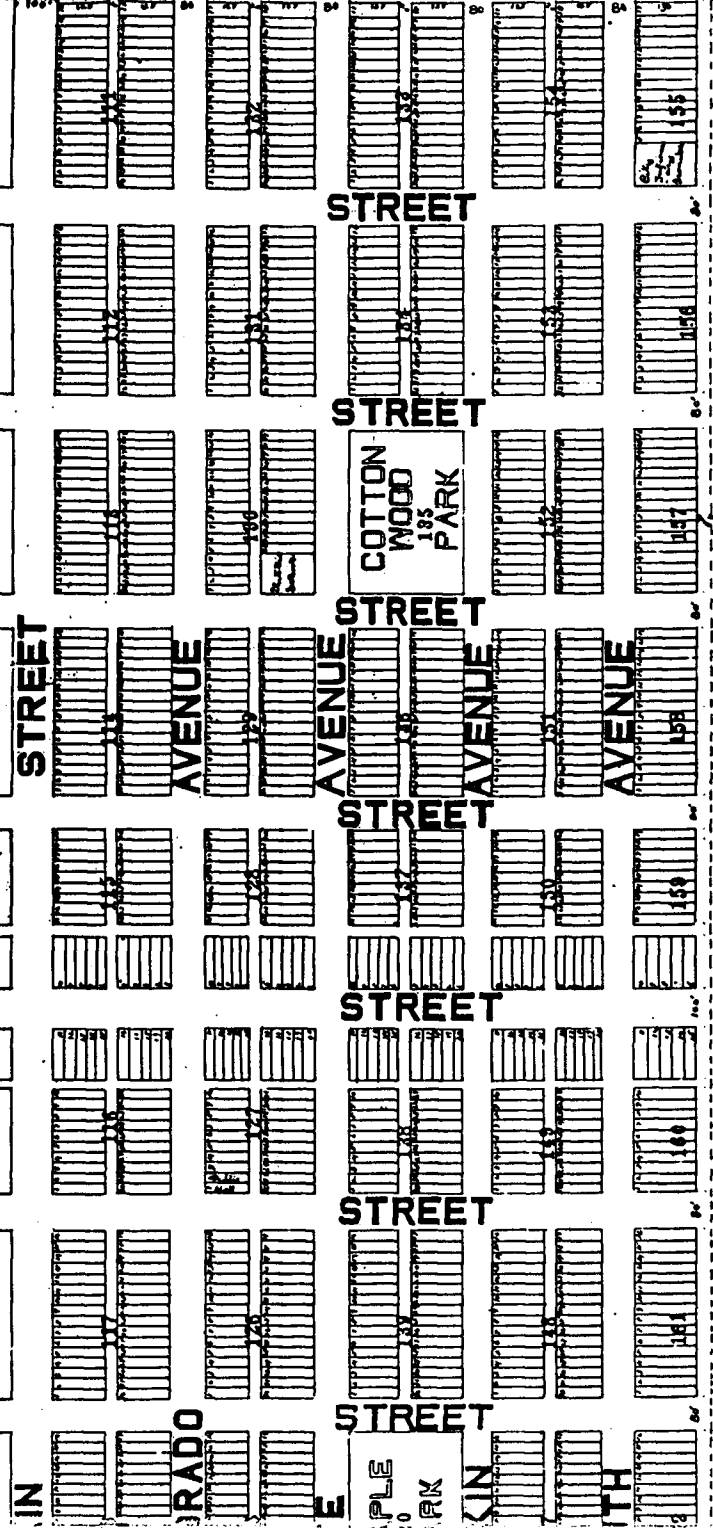


MAP OF THE TOWN OF



BRAND JUNCTION.





State of Colorado
County of Gunnison } 23

On this 27th day of March A.D. 1882
before me James W. Duncanson a Notary Public in and for
said county, in the presence of certain persons appearing before
me the Grand Jurisdiction of Gunnison County, Colorado
at the Town of Juniper, Gunnison County, Colorado
the following named persons, to-wit: James W. Duncanson
Notary Public in and for said county, do hereby certify that
the within and foregoing is a true and correct copy
of the records of the town plat for Gunnison County, Colorado
as the same appear in the records of Gunnison County
Colorado.

James W. Duncanson
Notary Public

State of Colorado
County of Gunnison } 21

do hereby certify that the foregoing plat was filed for record
in my office at 5 o'clock A.M. April 3, 1882.
W. H. Johnson, Recorder
Gunnison, Colorado.

(Seal)

SEAL
GUNNISON COUNTY
COLORADO

State of Colorado
County of Gunnison } 22

do hereby certify that the within and foregoing is a true and correct copy
of the records of the town plat for Gunnison County, Colorado
as the same appear in the records of Gunnison County
Colorado.

James W. Duncanson
Notary Public

Dedication

Let 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Section 10, 11, 12, 13, 14 and 15 of the Township of Juniper, County of Gunnison, Colorado, be and the same are hereby dedicated to the use of the people of the Territory of Colorado as a public park, to be known as 'Cotton Wood Park'.

Let 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Section 16 be and the same are hereby dedicated to the use of the people of the Territory of Colorado as a public park, to be known as 'Cotton Wood Park'.

Let 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Section 16 be and the same are hereby dedicated to the use of the people of the Territory of Colorado as a public park, to be known as 'Cotton Wood Park'.

Let 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42 in Section 16 be and the same are hereby dedicated to the use of the people of the Territory of Colorado as a public park, to be known as 'Cotton Wood Park'.

Let 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 in Section 16 be and the same are hereby dedicated to the use of the people of the Territory of Colorado as a public park, to be known as 'Cotton Wood Park'.

Let 53, 54, 55, 56, 57, 58, 59, 60, 61 and 62 in Section 16 be and the same are hereby dedicated to the use of the people of the Territory of Colorado as a public park, to be known as 'Cotton Wood Park'.

Let 63, 64, 65, 66, 67, 68, 69, 70, 71 and 72 in Section 16 be and the same are hereby dedicated to the use of the people of the Territory of Colorado as a public park, to be known as 'Cotton Wood Park'.

Let 73, 74, 75, 76, 77, 78, 79, 80, 81 and 82 in Section 16 be and the same are hereby dedicated to the use of the people of the Territory of Colorado as a public park, to be known as 'Cotton Wood Park'.

Let 83, 84, 85, 86, 87, 88, 89, 90, 91 and 92 in Section 16 be and the same are hereby dedicated to the use of the people of the Territory of Colorado as a public park, to be known as 'Cotton Wood Park'.

Let 93, 94, 95, 96, 97, 98, 99, 100, 101 and 102 in Section 16 be and the same are hereby dedicated to the use of the people of the Territory of Colorado as a public park, to be known as 'Cotton Wood Park'.

and transfer in and for the County of Gunnison in the state of Colorado, do hereby certify that the above and foregoing is a true and correct copy of the records of the town plat for Gunnison County, Colorado, as the same appear in the records of Gunnison County Colorado, as the same appear in the records of Gunnison County Colorado.

James W. Duncanson
Notary Public

NOTICE

I Stephen C. Love, Chairman of the Planning Commission of the City of Grand Junction, hereby certify that the attached document titled:

HIGHWAY 50 CORRIDOR GUIDELINE South Avenue to 29 Road

has been duly adopted by the Grand Junction Planning Commission and is a part of the City of Grand Junction's Comprehensive Plan, pursuant to the provisions of C.R.S. 31-23-208, et seq.

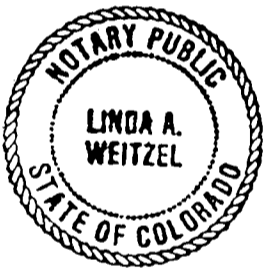

Stephen C. Love, Chairman
Grand Junction Planning Commission

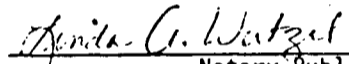
Date: 26 OCT 88

State of Colorado)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 26 day of October, 1988 by Stephen C. Love.

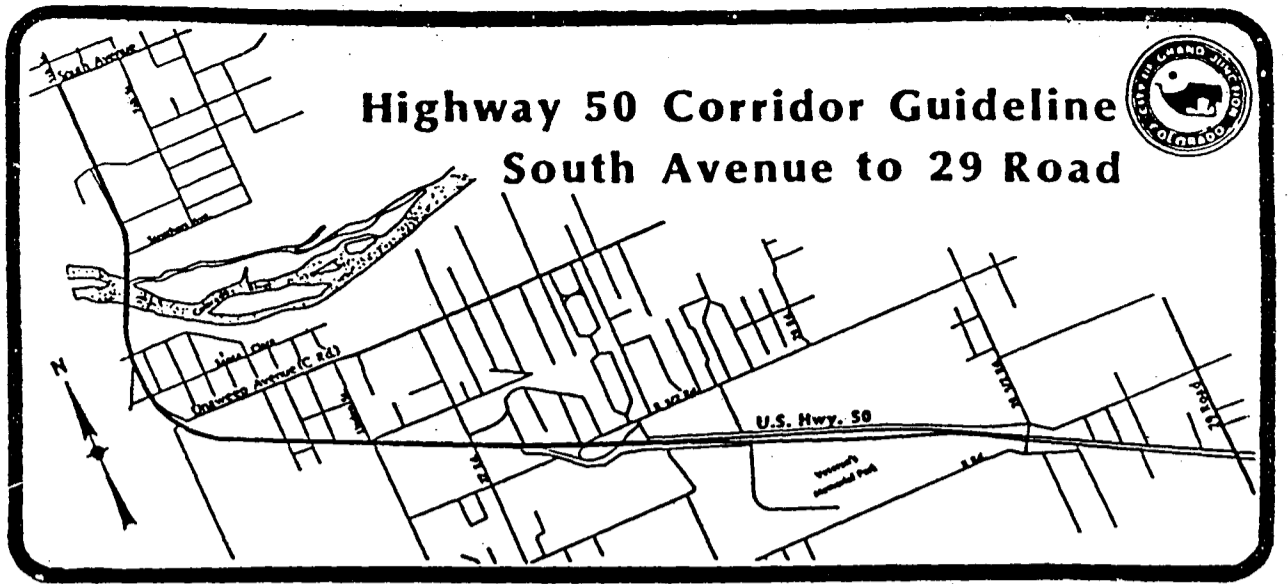
Witness my hand and official seal.




Notary Public

My commission expires March 22, 1990.

529 1/2 W. Main Dr.
Grand Junction, CO 81504



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U.S. Highway 50 Status.

According to the Functional Urban Classification System, U.S. Highway 50 is classified as a major arterial.

This means:

- As a major arterial it requires 100 feet of right-of-way.
- It provides primary access into the City and downtown from the south.
- It will have limited driveway access.

For this corridor guideline, Highway 50 is split into two sections:

- 1) South Avenue to Unawep (C Road) - primarily commercial and industrial uses.
- 2) Unawep Avenue to 29 Road - primarily retail and commercial uses, with areas of residential between B 1/4 and 29 Roads.

HIGHWAY 50 CORRIDOR GUIDELINE SOUTH AVENUE TO 29 ROAD

Intent: The intent of this corridor guideline is to address the existing and future land uses along Highway 50, which serves as a major entry into the City from the south.

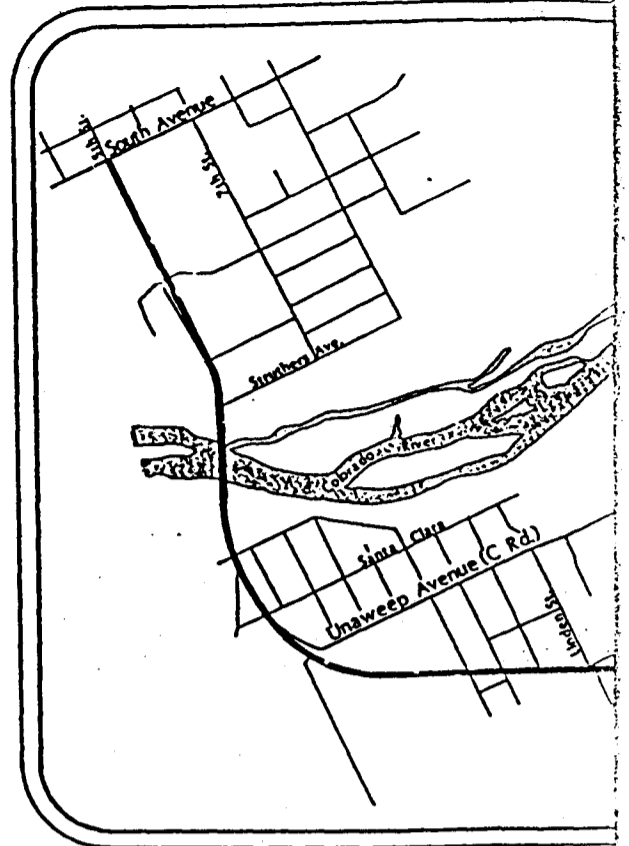
Goal: As a major entry into the City, the goal is to minimize traffic hazards and encourage a positive community image through landscaping, compatible land uses and development of vacant land.

Policy: The policy is to ensure consistency in decision making for new development and redevelopment requests, and consider the most appropriate and compatible uses.

General Guidelines

Anywhere along Highway 50, regardless of the type or scale of development, projects should accommodate the following:

- 1) Development should be done in a planned development context (Highway Oriented - H.O. or Planned Development - P.D.) to maximize potentials for good site planning.
- 2) Where parcels have frontages on streets in addition to Highway 50, those frontages will be preferred access points whenever possible.
- 3) Curb cuts and access points on Highway 50 should be limited and consolidated to encourage shared access for proposed and future development. Wherever possible, new accesses should be aligned with existing accesses on the opposite side of the roadway to minimize traffic hazards and help the flow of traffic entering the roadway.
- 4) Access points should be designed to maintain a clear site distance for vehicular, bicycle, and pedestrian traffic safety.
- 5) Adequate walkways and bikeways should be provided to encourage and accommodate the pedestrian and bicycle uses along Highway 50.
- 6) Since Highway 50 is a major entry into the City, this guideline encourages upgrading the image of the corridor by the following:
 - As development occurs, landscape agreements with the City and State for landscaping the frontages and medians within the public right-of-way is encouraged.
 - The concept of screening and landscaping to help buffer the adverse impacts of noise, dust and lighting, and to provide a more positive image is encouraged.
- 7) This corridor guideline encourages spot improvements and intersection improvements along Highway 50 to



BOOK 1718 PAGE 350

help minimize traffic hazards and create better traffic flow. The frontage roads should be used for service access to new development. Where frontage roads exist, direct access onto Highway 50 is discouraged.

- 8) New non-residential development is encouraged to use alternative accesses that do not encroach on the existing residential areas adjacent to the corridor.
- 9) Development should provide adequate setbacks for structures from the public right-of-way, to be used in part for landscaping. The intent is to provide attractive surroundings for motorists, pedestrians and tenants throughout the corridor. Within the setbacks, landscaping amenities such as berms, buffers and streetscapes are encouraged.

- Existing commercial and industrial sites should be encouraged to use landscape and streetscape amenities to improve the aesthetic value of the corridor as an entrance to the City.
- New non-residential development should attempt to retain any existing mature landscaping when considering site layouts.
- This corridor guideline encourages the State Highway Department to consider intersection improvements along Highway 50, between the 5th Street Bridge and UnawEEP, to help minimize traffic hazards and create better traffic flow.
- The Colorado River floodplain should be adequately addressed with any new development to ensure sufficient drainage, avoid encroachment into this floodplain, and to protect adjacent properties from flood damage.
- The 5th Street Bridge area should be considered for redevelopment and upgrade by:
 - * Working with the Downtown Development Authority and other economic development groups to consider alternative uses for this area.
 - * Encouraging the concept of the Colorado River as an amenity for open space and park land, complimenting the redevelopment area.
 - * Encouraging the improvement of the visual image of existing uses with better screening, buffering and landscaping.

UnawEEP Avenue To 29 Road

The intent of this section of the corridor is to provide a positive community image for residents, tenants and visitors. This area also serves as a major retail and

commercial center for Orchard Mesa. Non-residential development is encouraged to provide adequate buffering to the existing residential areas.

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- The existing non-residential uses fronting on Highway 50 are appropriate between UnawEEP and B 1/4 Road.
- New residential development fronting on Highway 50 between UnawEEP and B 1/4 Road is discouraged because of the existing highway oriented uses.
- Further upgrading of the Veterans Memorial Park is encouraged.
- The area on Highway 50 between B 1/4 Road and 29 Road is in transition. Thus:
 - * Existing residential uses should be respected and protected.
 - * New non-residential development may be appropriate at the intersection of Highway 50 and 29 Road, if 29 Road is improved.
 - * Proposed uses in this section should be considered on a site-specific basis.



NOTE:

It is important to note that goals, objectives, policies and guidelines are informational in nature and represent only one of the many factors which must be considered in the decision making process. The Planning Commission and City Council shall determine the applicability of any goal, objective, policy or guideline to any specific development situation.