

PUR00LWC

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **DEED (WARRANTY)**

PURPOSE: RIGHT-OF-WAY

NAME OF PROPERTY OWNER OR GRANTOR: PURDY MESA LIVESTOCK
WATER COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK):
PURDY MESA ROAD - PARCEL# 2971-364-00-022

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WARRANTY DEED

1963819 09/05/00 0258PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00
DOCUMENTARY FEE \$EXEMPT

The Purdy Mesa Livestock Water Company, Grantor, for and in consideration of the sum of Three Hundred Thirty Nine Thousand and no/100 Dollars (\$339,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby sells, grants and conveys to The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the following described real property situate in the County of Mesa, State of Colorado, to wit:

Commencing at the Southeast Corner of Section 36, Township 12 South, Range 98 West of the 6th Principal Meridian, and considering the South line of said Section 36 to bear North 89°20' West with all bearings contained herein being relative thereto:

- Thence North 89°20' West along the South line of said Section 36 a distance of 850.0 feet to the POINT OF BEGINNING;
- thence North 89°20' West along the South line of said Section 36 a distance of 300.0 feet;
- Thence North 00°40' East a distance of 800.0 feet;
- Thence South 89°20' East a distance of 300.0 feet;
- Thence South 00°40' West a distance of 800.0 feet to the POINT OF BEGINNING;

Except road right of way conveyed to Mesa County by instrument recorded November 4, 1992 in Book 1936 at page 68.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, including all buildings and improvements and all fixtures attached thereto, fencing, ponds, underground tanks used for water storage, and all existing pipes and pipelines of whatever dimension or material along with the appurtenant facilities and mechanisms such as valves, meters, manholes, and similar equipment currently used to gather and distribute water to and from the Grantor's existing treatment plant to all of the Grantor's current customers,

Unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever;

EXCEPT only to the following:

- taxes and assessments for the year 2000 which have not yet been paid;
- reservation, as set forth in United States patent recorded April 20, 1943 in Book 415 at page 137;
- Undivided 1/2 interest in all oil, gas and mineral rights as reserved by Warren A. Fifield and Emily L. Fifield by instrument recorded May 24, 1948 in Book 487 at Page 515 and recorded February 15, 1951 in Book 541 at Page 433 and any and all assignments thereof or interests therein;

00-02-012K

Oil and Gas Lease from The City of Grand Junction, Colorado, a Municipal Corporation to Craig C. Ramsey for a term of 10 years, dated October 27, 1972 and recorded January 12, 1973 in Book 988 at Page 849 and any and all assignments thereof and interests therein;

Terms, conditions, stipulations, obligations and provisions of the Agreement for Granting of Right-of-Way and settlement of Surface Damages recorded June 5, 1981 in Book 1317 at Page 107. NOTE: The location of which is not defined.

NOTE: The City acknowledges Mesa County Resolution recorded in Book 1956 at page 780 and the Development Permit recorded in Book 1960 at page 628 and the City agrees to address any issues relating to those documents directly with Mesa County. It is the intent of the Grantor and Grantee that the existence of these documents does not breach the warranties herein.

Executed and delivered this 5th day of September, 2000.

Purdy Mesa Livestock Water Company

Robert A. Black Pres
By: Robert A. Black, President

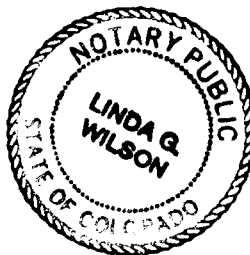
Attest: Harriet Whiting
Harriet Whiting, Secretary

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 5th day of September, 2000 by Robert A. Black as President and Harriet Whiting as Secretary.

My commission expires 08-21-01
Witness my hand and official seal.

Linda G. Wilson
Notary Public



This is a legal instrument. If not understood, legal, tax or other counsel should be consulted before signing.

The printed portions of this form have been approved by the Colorado Real Estate Commission (CL-8-9-95).

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

9/5/00

- 1. The Purdy Mesa Livestock Water Co., Inc., A Colorado Corporation (Seller) and City of Grand Junction, Colorado, a Municipal Corporation (Buyer) engage Western Colorado Title Company (Closing Company), who agrees to provide closing and settlement services in connection with the closing of the following described real estate in the County of MESA, Colorado, to wit: also known as: Street Address: 4110 PURDY MESA ROAD City: WHITEWATER State: CO Zip: 81527
2. Closing Company is authorized to obtain information, and agrees to prepare, obtain, deliver and record all documents, excluding preparation of legal documents, necessary to carry out the terms and conditions of the Contract to Buy and Sell Real Estate, dated December 14th, 1999 with any counterproposals and amendments attached (Contract).
3. Closing Company will receive a fee not to exceed \$ 200.00 for providing these closing and settlement services to be the expense of Buyer and Seller
4. Closing company is authorized to receive funds and to disburse when all funds received are either: available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited or are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn "Good Funds".
5. Closing Company is not authorized to release any documents or things of value prior to receipt and disbursement of Good Funds, except as provided in sections 10 and 11
6. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before closing. All parties agree that no one other than the disbursing can assure that payoff of loans and other disbursements will actually be made.
7. Seller will receive the net proceeds of closing as indicated:
[] Cashier's check at Seller's expense. [] Funds electronically transferred (wire transfer) to an account specified by the Seller, at Seller's expense; or
[X] Closing Company's trust account check.
8. Buyer and Seller will furnish any additional information and documents required by Closing Company which will be necessary to complete this transaction.
9. Closing company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of closing.
10. If closing does not occur. Closing Company, except as provided herein, is authorized and agrees to return all documents, monies and things of value to the depositing party and Closing Company will be relieved from any further duty, responsibility, or liability in connection with these instructions. In addition, any promissory note, deed of trust, or other evidence of indebtedness signed by Buyer, shall be voided by Closing Company, with the original(s) returned to Buyer and a copy to Buyer's lender.
11. If any conflicting demands are made on the Closing Company, at its sole discretion, Closing Company may hold any monies, documents and things of value received from any party except Buyer's lender. Closing Company shall retain such items until (1) receipt of mutual written instruction from Buyer and Seller, or (2) until a civil action between Buyer and Seller shall have been resolved in a Court of competent jurisdiction; or (3) in the alternative, Closing Company may, at its sole discretion, commence a civil action to interplead, or, interplead in an existing civil action, any documents, monies or other things of value received by Closing Company. Such deposit with the Court shall relieve Closing Company of all further liability and responsibility and Closing Company shall be entitled to all court cost and reasonable attorneys' fees.
12. These closing instructions may be only amended or terminated by written instructions signed by Buyer, Seller and Closing Company.
13. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.
14. Special Instructions:
15. These Closing Instructions may be executed by each Buyer, Seller, and Closing Company individually and when each Buyer, Seller, and Closing Company has executed a copy of these Closing Instructions, such copies taken together shall be deemed to be a full and complete contract between the parties.

APPROVED AND ACCEPTED

The Purdy Mesa Livestock Water Co., Inc., A Colorado Corporation

City of Grand Junction, Colorado, a Municipal Corporation

Robert A. Black, President
Harriet Whiting, Secretary

Gregory Trainer, Utility Manager

Closing Company: Western Colorado Title Company

By: Linda G. Wilson
LINDA G. WILSON

Date: 9/5/00

TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY

Broker engages Closing Company as Broker's Scrivener to complete, for a fee not to exceed \$ 0.00 at the sole expense of Broker, the following legal document [] Deed [] Bill of Sale [] Colorado Real Estate Commission Approved Promissory Note and [] Colorado Real Estate Commission Approved Deed of Trust.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Closing Company shall pay real estate commissions at disbursement as follows:

Table with 4 columns: Listing Company, Selling Company, Other, paid by, Seller, percentage. Values: 0.00 % for Seller in both rows.

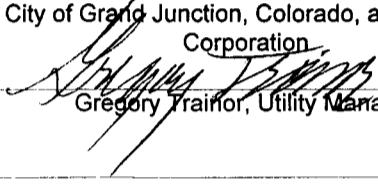
By: Broker Date: 9/5/00 By: Closing Company Date: 9/5/00

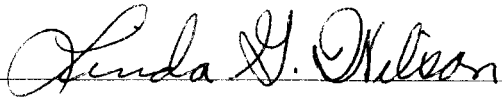
WESTERN COLORADO TITLE COMPANY
 521 Rood Ave. Grand Junction, CO 81501 (970) 243-3070

BUYER'S STATEMENT OF SETTLEMENT

FILE NO: 00-02-012K-
 PROPERTY ADDRESS: 4110 PURDY MESA ROAD, WHITEWATER CO 81527
 PURCHASER(S): City of Grand Junction, Colorado, a Municipal Corporation
 SELLER(S): The Purdy Mesa Livestock Water Co., Inc., A Colorado Corporation
 SETTLEMENT DATE: 9/5/00
 DATE OF PRORATION: 9/5/00

	BUYER	
	DEBIT	CREDIT
1 Sales Price - \$339,000.00	339,000.00	
2 Taxes For Current Year - 2000, \$36.01, 248 Days		36.01
3 Recording: Warranty Deed	10.00	
4 Real Estate Closing Fee To Western Colorado Title Company	100.00	
5 Tax Cert. to WCTC	15.00	
Sub - Totals:	339,125.00	36.01
Balance due to/from Buyer:		339,088.99
Totals:	339,125.00	339,125.00

City of Grand Junction, Colorado, a Municipal Corporation
 Buyer: 
 Gregory Trainor, Utility Manager
 Buyer: _____
 Buyer: _____
 Buyer: _____

Broker: _____
 By: _____
 Closing Agent: Western Colorado Title Company
 By: 

WESTERN COLORADO TITLE COMPANY

521 Rood Ave. Grand Junction, CO 81501 (970) 243-3070

SELLER'S STATEMENT OF SETTLEMENT

FILE NO: 00-02-012K-

PROPERTY ADDRESS: 4110 PURDY MESA ROAD, WHITEWATER CO 81527

PURCHASER(S): City of Grand Junction, Colorado, a Municipal Corporation

SELLER(S): The Purdy Mesa Livestock Water Co., Inc., A Colorado Corporation

SETTLEMENT DATE: 9/5/00

DATE OF PRORATION: 9/5/00

	SELLER	
	DEBIT	CREDIT
1 Sales Price - \$339,000.00		339,000.00
2 Taxes For Current Year - 2000, \$36.01, 248 Days	36.01	
3 Title Ins. Prem. to WCTC \$255 POC	652.75	
4 Real Estate Closing Fee To Western Colorado Title Company	100.00	
5 Tax Cert. to WCTC		15.00
Sub - Totals:	788.76	339,015.00
Balance due to/from Seller:	338,226.24	
Totals:	339,015.00	339,015.00

The Purdy Mesa Livestock Water Co., Inc., A
Colorado Corporation

Seller: Robert A. Black, President

Robert A. Black, President

Seller: Harriet Whiting, Secretary

Harriet Whiting, Secretary

Seller: _____

Seller: _____

Broker:

By: _____

Closing Agent: Western Colorado Title Company

By: Linda G. Nelson

WESTERN COLORADO TITLE COMPANY
521 ROOD AVENUE, GRAND JUNCTION COLORADO 81501
(970) 243-3070

REAL ESTATE TAX AND UTILITIES AGREEMENT

FILE NUMBER: 00-02-012K-

SCHEDULE NUMBER: 2971-364-00-022

PROPERTY ADDRESS: 4110 PURDY MESA ROAD
WHITEWATER, CO 81527

PURCHASER(S): City of Grand Junction, Colorado, a Municipal Corporation

SELLER(S): The Purdy Mesa Livestock Water Co., Inc., A Colorado Corporation

CLOSING DATE: 9/5/00

TAXES

IT IS HEREBY UNDERSTOOD AND AGREED between the PURCHASER and SELLER that the taxes for the current year have been adjusted as of this date on the basis of:

PREVIOUS YEAR'S Taxes in the Amount of \$ 53.15

The proration of \$ 36.01 will be considered a final settlement unless hereto disclosed and further agreed upon.

SPECIAL ASSESSMENTS NONE, unless otherwise disclosed.

UTILITIES:

All Parties hereto further agree to the following water and/or sewer escrows:

Not Applicable

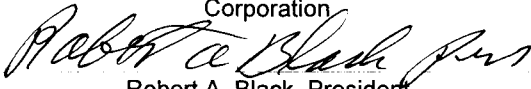
Upon receipt of final water and/or sewer bill, WESTERN COLORADO TITLE COMPANY will pay and refund any monies in excess of final bill to the SELLER.

In the event the final water and/or sewer bill exceeds the escrowed amount, any additional charges are the responsibility of the SELLER, and WESTERN COLORADO TITLE COMPANY shall not be made to be responsible for additional charges.

It becomes the sole responsibility of the PURCHASER to contact any and all utility companies pertinent to this agreement. WESTERN COLORADO TITLE COMPANY holds no responsibility in the transfer of utility accounts and billing.

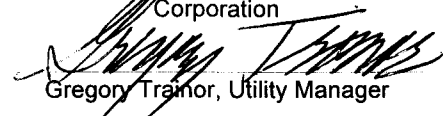
WESTERN COLORADO TITLE COMPANY assumes no liability or responsibility for readjustment in the event the figures were misquoted by an employee of the water and/or sewer company. Any adjustment shall be made between the PURCHASER and SELLER at their sole discretion.

The Purdy Mesa Livestock Water Co., Inc., A Colorado Corporation


Robert A. Black, President


Harriet Whiting, Secretary

City of Grand Junction, Colorado, a Municipal Corporation


Gregory Tramor, Utility Manager

CHICAGO TITLE INSURANCE COMPANY

Order No: 00-02-012K-

AFFIDAVIT AND AGREEMENT

STATE OF COLORADO

COUNTY OF MESA S.S.

On this 5th day of September, 2000 before me personally appeared

The Purdy Mesa Livestock Water Co., Inc., A Colorado Corporation,

owners of property, and "N/A", General Contractor, to me personally known, who, being duly sworn on their oaths, did say that all of the persons, firms and corporations, including the General Contractor and all sub-contractors, who have furnished services, labor or materials, according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work was fully completed on or before 9/5/00 and accepted by the owners, free and clear of any mechanic's lien whatever, all such liens or claims for lien being hereby expressly waived.

Affiants further say that no unsatisfied claims for lien or payment have been made to either of the affiants by, nor is any suit now pending on behalf of, any contractor, sub-contractor, laborer, or materialman, and further that no chattel mortgages, conditional sale contracts, security agreements, financing statements, retention of title agreements, or personal property leases have been given or are now outstanding as to any materials, fixtures, appliances, furnishings or equipment placed upon or installed in or upon the aforesaid premises or the improvements thereon, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof, except as follows: (if none, state "none")

"NONE"

Affiants, parties hereto, hereby request Chicago Title Insurance Company to issue its policy or policies of title insurance upon said real estate without exception therein as to any possible unfiled mechanic's or materialman's liens, and in consideration thereof, and as an inducement therefor, said affiants do hereby, jointly and severally, agree to indemnify and hold said Chicago Title Insurance Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said Chicago Title Insurance Company shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, or new policy at any time issued upon said real estate, part thereof or interest therein, arising, directly or indirectly, out of or on account of any such mechanics' or materialmen's lien or liens or claim or claims or in connection with its enforcement of its rights under this agreement. All representation, agreements of indemnity, and waivers herein contained shall insure also to the benefit of any party assured under any policy issued by Chicago Title Insurance Company and any action brought hereon may be instituted in the name of Chicago Title Insurance Company or said assured or both.

The real estate and improvements referred to herein are situated at 4110 PURDY MESA ROAD
WHITEWATER, CO 81527 in the County
of MESA, State of COLORADO, and are described as
follows to wit:

SEE ATTACHED EXHIBIT "A"

This affidavit is given to induce Chicago Title Insurance Company to issue its title insurance policy or policies.

NOTE: Where the premises are owned by two or more owners, both should be named as affiants and both should sign. Where corporations are involved, the names of the affiants and the signatures should be those of officers of the corporations, preferably the Presidents.

The Purdy Mesa Livestock Water Co., Inc., A
Colorado Corporation

Robert A. Black, President

Harriet Whiting, Secretary

General Contractor

Subscribed, and sworn to before me the day and year above written.

My Commision Expires: 8/21/01

Notary - LINDA G. WILSON

For use with corporate landowner and/or corporate contractor:

a corporation of the State of _____ joins in the execution of this instrument for the purpose of adopting all the representaions of fact made in the foregoing affidavit and hereby joins in all the agreements of indemnity and waivers therein contained

Affix corporate
seal here.

By: _____
President

By: _____
Secretary

EXHIBIT "A"

Commencing at the Southeast Corner of Section 36, Township 12 South, Range 98 West of the 6th Principal Meridian, and considering the South line of said Section 36 to bear North 89°20' West with all bearings contained herein being relative thereto:

thence North 89°20' West along the South line of said Section 36 a distance of 850.0 feet to the POINT OF BEGINNING;

thence North 89°20' West along the South line of said Section 36 a distance of 300.0 feet;

thence North 00°40' East a distance of 800.0 feet;

thence South 89°20' East a distance of 300.0 feet;

thence South 00°40' West a distance of 800.0 feet to the POINT OF BEGINNING

EXCEPT road right of way conveyed to Mesa County by instrument recorded November 4, 1992 in Book 1936 at Page 68,

Mesa County, Colorado.

TAX SCHEDULE # 2971-364-00-022

NF ✓

WESTERN COLORADO TITLE CO.
P.O. BOX 178
521 ROOD AVENUE
GRAND JUNCTION, CO 81502-0178

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

Purported Street Address: 4110 PURDY MESA ROAD, WHITEWATER, CO,
81527

Order File Number: 00-02-012K-

Tax Schedule No: 2971-364-00-022

Customer Service: KARIN

SCHEDULE A

1. Effective date of this Commitment is FEBRUARY 8, 2000 AT 8:00 A.M.
2. The estate or interest in the land described or referred to in this Commitment and covered herein is FEE SIMPLE and title thereto is at the effective date hereof vested in:

THE PURDY MESA LIVESTOCK WATER COMPANY

3. Policy or policies to be issued:

	AMOUNT	PREMIUM
(a) ALTA Owner's Policy Proposed Insured	\$15,000.00	\$255.00*

339,000 = contract

CITY OF GRAND JUNCTION

- (b) ALTA Loan Policy
Proposed Insured

TAX CERTIFICATE AMOUNT \$15.00
ENDORSEMENT FORMS

* BASIC RATE

SCHEDULE B - SECTION 1

REQUIREMENTS

Order File Number: 00-02-012K-

The following are requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Deed from THE PURDY MESA LIVESTOCK WATER CO., INC., A COLORADO CORPORATION to the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation.
2. Certified copy of Resolution of the Board of Directors or other governing board of PURDY MESA LIVESTOCK WATER CO., INC., A COLORADO CORPORATION authorizing the execution of the CONVEYANCE.

TREASURER'S CERTIFICATE OF TAXES DUE

Date: 02/03/2000

Certificate No: 95084

STATE OF COLORADO
COUNTY OF MESA

I, the undersigned do hereby certify that the entire amount of taxes and assessments due upon the real estate or personal property described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein:

Title Co	: WESTERN COLORADO TITLE	Order #	: 00-02-012
Seller	: PURDY MESA LIVESTK	Buyer	: CITY OF GJ
Lender	:	Ordered	: KSD
Tax Year	: 1999		
Schedule #	: 2971-364-00-022		

Description:
 BEG N 89DEG20' W 850FT FR SE COR SEC 36 12S 98W N 89DEG20' W 300FT N
 0DEG40' E 800FT S 89DEG20' E 300FT S 0DEG40' W 800FT TO POB EXC S 25FT
 FOR RD AS DESC IN B-1936 P-68 MESA CO RECDS

Amounts Due as of Certificate Date

Current Taxes		Base	Penalty
99 REAL	\$	53.15	
Total Due	\$	53.15	

BEFORE PAYING TOTAL DUE, PLEASE CALL FOR UPDATED FIGURES
 IF PENALTY IS DUE OR IF THERE ARE OUTSTANDING TAX SALES

-- Continued --



Handwritten notes:
 Paid
 02/03/00

2971-364-00-022

Tax Charges Distribution for Taxing Year '99:

Description	Rate	Amount	Description	Rate	Amount
COLO RIVER	0.2820	0.22			
SCH DST 51	36.3420	27.99			
MESA COUNTY	24.0620	18.52			
LIBRARY	3.0000	2.31			
SCH D51BOND	6.6200	5.10			
MC ML REDU*	-1.2830	-0.99			
			Totals ----->	69.0230	53.15

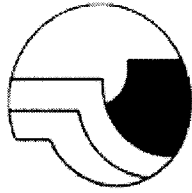


GENA M. HARRISON
Mesa County Treasurer

By: *Gene Harrison*

CERTIFIED DATE

February 3, 2000



Mesa County

Property Search Results *(Continued)*

The Mesa County Assessor's Office makes every effort to collect and maintain accurate data. However, the Mesa County Assessor's Office is unable to warrant any of the information contained herein.

Owner's Name:	PURDY MESA LIVESTOCK WATER COM
Mailing Address:	4110 PURDY MESA RD WHITEWATER, CO 81527-9615
Parcel Identifier:	2971-364-00-022
Associated Par:	
Legal Description:	BEG N 89DEG20' W 850FT FR SE COR SEC 36 12S 98W N 89DEG20' W 300FT N 0DEG40' E800FT S 89DEG20' E 300FT S 0DEG40' W 800FT TO POB EXC S 25FT FOR RD AS DESC INB-1936 P-68 MESA CO RECDS
Property Address:	
NeighborHood:	AREA 31
Land Unit 1:	
Schedule Type:	IRRIGATED LAND
Units:	5.34
Unit Type:	Acres
	Building Characteristics (Including Drawings and Information)

Tax Information

		Improvements	Land	Total
2000	Actual	\$0	\$2,650	\$2,650
	Assessed	\$0	\$770	\$770
	Mill Levy			6.902301E-2
	Special Asmt			\$0.00
	Property Taxes + Special Asmt			\$53.15
		Improvements	Land	Total
1999	Actual	\$0	\$2,650	\$2,650
	Assessed	\$0	\$770	\$770
	Mill Levy			6.902301E-2
	Special Asmt			\$0.00
	Property Taxes + Special Asmt			\$53.15
		Improvements	Land	Total
1998	Actual	\$0	\$2,490	\$2,490
	Assessed	\$0	\$720	\$720
	Mill Levy			0.073275
	Special Asmt			\$0.00
	Property Taxes + Special Asmt			\$52.76

Sales Activity (if any)

Date	Amount	Book	Page	Instrument Type
10/7/1992	\$0	1935	61/62	WD



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Click "Back" on your web browser to return to the previous page.



521 Rood Avenue, Grand Junction, CO 81501-0178
Mailing Address P.O. Box 178, Grand Junction, CO 81502-0178
(970) 243-3070 Fax (970) 243-9556 or (970) 256-7955

*Property on Purdy mesa Road, formerly used as a
water treatment plant by the Purdy mesa
Livestock Water Company.*

The City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501

Our File No.: 00-02-012

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.

We have created a special file regarding your property and are therefore in a position to render you expedient and cost efficient service with your future transactions. In the event you desire to sell or refinance your property in the future, please contact us for special discounts and faster service.

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

Sincerely,

Cathy Sheahan

Western Colorado Title Co.

Encl.

REPRESENTING

 **Chicago Title Insurance Company**  **TICOR TITLE INSURANCE COMPANY**

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

06 0010 106 00002701

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 CO.
521 ROOD AVENUE
PO BOX 178
GRAND JUNCTION, CO 81501
(970) 243-3070
FAX (970) 243-9556

CHICAGO TITLE INSURANCE COMPANY
By:

John Rau
President

Countersigned

By *Catherine A. Sheada*
Validating Signatory



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.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

POLICY NO. 06 0010 106 2701
ORDER FILE NO. 00-02-012

SCHEDULE A

AMOUNT
\$339,000.00

DATE OF POLICY
SEPTEMBER 5, 2000 AT 2:58 P.M.

NAME OF INSURED

THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPALITY

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 INSURED

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

Commencing at the Southeast Corner of Section 36, Township 12 South, Range 98 West of the 6th Principal Meridian, and considering the South line of said Section 36 to bear North 89°20' West with all bearings contained herein being relative thereto:

thence North 89°20' West along the South line of said Section 36 a distance of 850.0 feet to the POINT OF BEGINNING;

thence North 89°20' West along the South line of said Section 36 a distance of 300.0 feet;

thence North 00°40' East a distance of 800.0 feet;

thence South 89°20' East a distance of 300.0 feet;

thence South 00°40' West a distance of 800.0 feet to the POINT OF BEGINNING

EXCEPT road right of way conveyed to Mesa County by instrument
recorded November 4, 1992 in Book 1936 at Page 68,

Mesa County, Colorado.

POLICY NO. 06 0010 106 2701
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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 record.
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 due and payable; and any tax, special assessments, charges or lien imposed for water or sewer service, or for any other special taxing district, any unredeemed tax sales.
6. Water Rights, claims or title to water, whether or not shown by the public records.
7. Reservation, as set forth in United States Patent recorded April 20, 1943 in Book 415 at Page 137 as follows: "Herein described property subject to the right-of-way for ditches and canals constructed by authority of the United States."
8. Undivided 1/2 interest in all oil, gas and mineral rights as reserved by Warren A. Fifield and Emily L. Fifield by instrument recorded May 24, 1948 in Book 487 at Page 515 and recorded February 15, 1951 in Book 541 at Page 433 and any and all assignments thereof or interests therein.
9. Oil and Gas Lease from The City of Grand Junction, Colorado, a Municipal Corporation to Craig C. Ramsey for a term of 10 years, dated October 27, 1972 and recorded January 12, 1973 in Book 988 at Page 849 and any and all assignments thereof and interests therein.

10. Terms, conditions, stipulations, obligations and provisions of the Agreement for Granting of Right-of-Way and Settlement of Surface Damages recorded June 5, 1981 in Book 1317 at Page 107.

NOTE:

The location of which is not defined.

11. Terms, conditions, stipulations, obligations and provisions of the Resolution No. MCM 93-18 recorded February 19, 1993 in Book 1956 at Page 780.
12. Terms, conditions, stipulations, obligations and provisions of the Mesa County Development Permit recorded March 10, 1993 in Book 1960 at Page 628.
13. Taxes for the year 2000 a lien, but not yet due or payable.

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 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 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
171 North Clark Street
Chicago, Illinois 60601-3294