

AFTER RECORDING MAIL TO:

City of Grand Junction
Attn: John Shaver
250 N 5th Street
Grand Junction, CO 81501

SPECIAL WARRANTY DEED

THIS DEED, dated August 18, 2016, between Mesa County Valley School District #51, a Colorado Public School District, ("Grantor"), and City of Grand Junction, a Colorado home rule municipality, ("Grantee"), whose legal address is 250 N. 5th Street, Grand Junction, CO 81501:

WITNESS, that the Grantor, for and in consideration of the sum of **Three Hundred Fifty-five Thousand and no/100 Dollars (\$355,000.00)**, 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, its successors and assigns forever, all of its rights, title and interest which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Mesa and State of Colorado, described as:

A parcel of land located in Section 6, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the South quarter corner of said Section 6, whence the East 1/16 Corner on the South line of Section 6 bears North 89°49'12" East; thence North 00°48'05" West 660.70 feet; thence South 89°50'44" West 672.05 feet; thence North 00°28'53" West 660.79 feet to the South line of the Northeast quarter of the Southwest quarter this being the Point of Beginning;

Thence South 89°51'19" West 668.36 feet to the southeast corner of Government Lot 6 in said Section 6;

Thence North 00°09'27" West 930.89 feet along the East line of said Government Lot 6;

Thence North 89°50'51" East 664.00 feet;

Thence South 00°25'32" East 930.99 feet to the Point of Beginning.

Containing 14.24 acres, more or less (the "Property").

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, 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, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances including but not limited to water rights that run with the land.



5520 CEM

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the Grantor, but not otherwise, except for the permitted exceptions set forth on the attached Exhibit A.

It is understood and agreed that the Property is being conveyed

"AS IS, WHERE IS, WITH ALL FAULTS" and, except for the special warranties of title made above, Grantor has not made and is not now making and specifically disclaims any warranties, representations or guarantees of any kind or character with respect to the Property, including without limitation, all warranties concerning the merchantability, fitness for a particular purpose, quality, condition, size, value, suitability, legal entitlement status, and boundary locations of the Property. Grantee acknowledges that Grantee is relying on Grantee's own inspection and investigation of the Property, and not information provided by Grantor, to satisfy itself as to the condition of the Property. Grantee assumes the risk that adverse matters may not have been revealed by Grantee's inspections and investigations.

IN WITNESS WHEREOF, the Grantor, pursuant to and in accordance with the resolution Board of Education attached hereto, has caused its name to be hereunto subscribed, the day and year first above written.

MESA COUNTY VALLEY SCHOOL DISTRICT #51

By: Philip D. Onofrio
Philip D. Onofrio, Chief Operations Officer

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 18 day of August 2016, by Philip D. Onofrio, Chief Operations Officer of Mesa County Valley School District #51.

Witness my hand and official seal.

My commission expires: _____

[Signature]
Notary Public

JULIE HILTBRAND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19974012858
My Commission Expires August 12, 2017

EXHIBIT A

PERMITTED EXCEPTIONS

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown in the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to July 18, 2016 but prior to the date Grantee acquires of record for value the Property.
6. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
9. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded October 31, 1891 at Reception No. 12448.
10. Right of way, whether in fee or easement only, as granted to Grand Valley Rural Power Lines, Inc. by instrument recorded December 7, 1938 at Reception No. 344901.
11. Terms, agreements, provisions, conditions and obligations as contained in Boundary Line and Road Agreement recorded April 3, 1995 at Reception No. 1713296.
12. A nonexclusive equestrian, pedestrian and livestock easement as described in Deed recorded May 29, 1996 at Reception No. 1758665.
13. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. MCM 94-190 recorded November 3, 1994 at Reception No. 1700088 and Correction recorded December 20, 1994 at Reception No. 1704307.
14. Notice of Exercise of Right of Way by the United States recorded August 26, 1997 at Reception No. 1810743.
15. Terms, agreements, provisions, conditions and obligations as contained in Easement Agreement recorded December 20, 2002 at Reception No. 2092680.
16. Terms, agreements, provisions, conditions and obligations as contained in Easement Agreement recorded January 7, 2003 at Reception No. 2097163 and rerecorded May 8, 2003 at Reception No. 2120951.
17. Lack of access from the land to any open public road, street or highway.

Abstract & Title Company of Mesa County
605 25 Road, Suite 201
Grand Junction, CO 81505
Phone: **970-242-8234**
Fax: **970-241-4925**

Transmittal Information

Date: **07/22/2016**

File No: **5550CEM**

Property Address **Vacant, Grand Junction, CO 81504**

Buyer\Borrower **City of Grand Junction, a Colorado home rule municipality**

Seller **Mesa County Valley School District #51, a Colorado Public School District**

For changes and updates please contact your Escrow:

Escrow Officer:

Not Applicable

Abstract & Title Company of Mesa County

605 25 Road, Suite 201

Grand Junction, CO 81505

Phone: 970-242-8234

Fax: 970-241-4925

E-Mail:

Title Officer:

Cindy Osborn

Abstract & Title Company of Mesa County

c/o ET Production Services, LLC

Processor: Not Applicable

E-Mail:



There are requirements appearing in Schedule B-Section 1 which require attention

Item numbers needing attention: Resolutions

Buyer:

City of Grand Junction, a Colorado home rule municipality

Seller:

Mesa County Valley School District #51, a Colorado Public School District

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Abstract & Title Company of Mesa County
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **July 18, 2016 at 7:00 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY **\$355,000.00**

Proposed Insured: **City of Grand Junction, a Colorado home rule municipality**

B. ALTA 2006 LOAN POLICY

Proposed Insured:

Governmental Rate **\$ 597.00**

Total: **\$ 597.00**

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Mesa County Valley School District #51, a Colorado Public School District

4. The land referred to in the Commitment is situate in the county of **Mesa**, State of **Colorado** and is described as follows:

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **Vacant, Grand Junction, CO 81504**

Countersigned
Abstract & Title Company of Mesa County

By: 

Cindy Osborn

EXHIBIT "A"

A parcel of land located in Section 6, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

**Commencing at the South quarter corner of said Section 6, whence the East 1/16 on the South line of Section 6 bears North 89°49'12" East;
thence North 00°48'05" West 660.70 feet;
thence South 89°50'44" West 672.05;
thence North 00°28'53" West 660.79 feet to the South line of the Northeast quarter of the Southwest quarter this being the Point of Beginning;
thence South 89°51'19" West 668.36 feet to the Southeast corner of Government Lot 6 in said Section 6;
thence North 00°09'27" West 930.89 feet along the East line of said Government Lot 6;
thence North 89°50'51" East 664.00 feet;
thence South 00°25'32" East 930.99 feet to the Point of Beginning.**

Westcor Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I
REQUIREMENTS

Effective Date: **July 18, 2016 at 7:00am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Certified copy of resolution of governing board of the Mesa County Valley School District #51 authorizing the execution of necessary documents and authorizing the sale of the subject property. Said Resolution must be submitted to and approved by WestCor Land Title Insurance Company, but need not be recorded.**
- (f) **Certified copy of resolution of governing board of the City of Grand Junction authorizing the execution of necessary documents and authorizing the acquisition of the subject property. Said Resolution must be submitted to and approved by WestCor Land Title Insurance Company, but need not be recorded.**
- (g) **Deed from : Mesa County Valley School District #51, a Colorado Public School District
to : City of Grand Junction, a Colorado home rule municipality**

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION II
EXCEPTIONS**

Effective Date: **July 18, 2016 at 7:00am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded October 31, 1891 at [Reception No. 12448](#).**
10. **Right of way, whether in fee or easement only, as granted to Grand Valley Rural Power Lines, Inc. by instrument recorded December 7, 1938 at [Reception No. 344901](#), as set forth on the sheet attached hereto.**
11. **Terms, agreements, provisions, conditions and obligations as contained in Boundary Line and Road Agreement recorded April 3, 1995 at [Reception No. 1713296](#).**
12. **A nonexclusive equestrian, pedestrian and livestock easement as described in Deed recorded May 29, 1996 at [Reception No. 1758665](#).**
13. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. MCM 94-190 recorded November 3, 1994 at [Reception No. 1700088](#) and Correction recorded December 20, 1994 at [Reception No. 1704307](#).**
14. **Notice of Exercise of Right of Way by the United States recorded August 26, 1997 at [Reception No.](#)**

[1810743](#).

15. Terms, agreements, provisions, conditions and obligations as contained in Easement Agreement recorded December 20, 2002 at [Reception No. 2092680](#).
16. Terms, agreements, provisions, conditions and obligations as contained in Easement Agreement recorded January 7, 2003 at [Reception No. 2097163](#) and rerecorded May 8, 2003 at [Reception No. 2120951](#).
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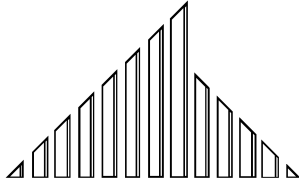
NOTE: This exception is necessary because it does not appear from the instruments in the office of the Clerk and Recorder of the County in which subject property is situated that any right of access exists to an open public roadway.

NOTE: If Schedule B of your commitment for an owner's title policy reflects an exception for mineral interests or leases, pursuant to CRS 10-11-123 (HB 01-1088), this is to advise:

(a) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(b) That such a mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.



ABSTRACT & TITLE CO.
OF MESA COUNTY, INC.

605 25 Rd, Suite 201, P.O. Box 3738, Grand Junction, CO 81501 PH 970-242-8234 FAX 970-241-4925

PLEASE NOTE !!!! *****
ACCOUNT NUMBER HAS CHANGED AS OF 6/6/2012

WIRING INSTRUCTIONS

When wiring funds to **Abstract & Title Company of Mesa County, 605 25 Road, Suite 201, CO 81505**, please provide the following information to the bank that will wire the funds.

Wire Funds To:

Timberline Bank
633 24 Road
Grand Junction, CO 81505
Phone: (970) 683-5560

ABA #: **102107063**

For final credit of: **Abstract & Title Co. - Trust Electronic**
Account No.: 1010023156

Reference: **5550CEM**

Amount to be wired: \$ _____

If there are any questions regarding these instructions, please contact a closing officer or closing assistant at **Abstract & Title Company of Mesa County**.

Telephone: 970-242-8234
Facsimile: 970-241-4925