AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Authorizing the Sale of Property in th

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Pursuant to a Treasurer's Tax Deed recorded on December 9, 1891, Gunnison County has some interest in Lot 15 and the East 2/3 of Lot 16, Block 17, Town of Irwin. Through representation of David Leinsdorf, Mark R. Hochradel has offered to purchase that property for $5,000. Attached please

Fiscal Impact: +$5,000

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/16/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 6/14/2016 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 6/16/2016

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 6/21/2016

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. _____ SERIES 2016

A RESOLUTION AUTHORIZING THE SALE OF PROPERTY IN THE TOWN OF IRWIN

WHEREAS, pursuant to a Treasurer's Tax Deed recorded on December 9, 1891 in Book 116 at Page 78 in the office of the Gunnison County Clerk and Recorder, Gunnison County acquired an interest in Lot 15 and the East 2/3 of Lot 16, Block 17, TOWN OF IRWIN, County of Gunnison, State of Colorado (the "Property"); and

WHEREAS, Gunnison County's interest in the Property serves no public purpose; and

WHEREAS, Mark R. Hochradel has offered to purchase the Property for the sum of $5,000.00, which is comparable to the price of recent sales in the TOWN OF IRWIN; and

WHEREAS, sale of the Property would be in the public interest; and

WHEREAS, Colorado Revised Statutes Section Section 38-30-141 authorizes a Board of County Commissioners to sell real estate by deed signed and acknowledged by each member of said Board of County Commissioners and attested by the signature of the County Clerk and Recorder and the official seal of the county;

NOW, THEREFORE, BE IT RESOLVED:

The Board of County Commissioners of the County of Gunnison, Colorado hereby authorizes the sale of Lot 15 and the East 2/3 of Lot 16, Block 17, TOWN OF IRWIN, County of Gunnison, State of Colorado, to Mark R. Hochradel for the sum of $5,000.00, payable in cash or certified immediately available funds.

The sale of the Property shall be by Quitclaim Deed signed and acknowledged by each member of the Board of County Commissioners of the County of Gunnison, Colorado and attested by the signature of the Gunnison County Clerk and Recorder and the official seal of the County.

THIS RESOLUTION shall be recorded in the office of the Gunnison County Clerk and Recorder together with the Quitclaim Deed authorized above.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and approved on this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

_____	_____	_____
Paula Swenson, Chairperson	Phil Chamberland, Vice Chairperson	Jonathan Houck, Commissioner

ATTEST:

(S E A L)

_____

Gunnison County Clerk and Recorder

QUITCLAIM DEED

The Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado,

for the consideration of Five Thousand Dollars ($5,000.00), in hand paid, hereby sells and quitclaims to:

Mark R. Hochradel, whose address is P.O. Box 1078, Crested Butte, Colorado 81224,

The following real property in the County of Gunnison, State of Colorado:

Lot 15 and the East 2/3 of Lot 16, Block 17, TOWN OF IRWIN, County of Gunnison, State of Colorado,

with all its appurtenances.

Signed this _____ day of _____, 2016.

Board of County Commissioners of the County of Gunnison, Colorado

_____	_____	_____
Paula Swenson **Chairperson**	**Phil Chamberland** **Vice Chairperson**	**Jonathan Houck,** **Commissioner**

Attest: **(S E A L)**

_____

Gunnison County Clerk
and Recorder

State of Colorado)
) ss.
County of Gunnison)

The foregoing Quitclaim Deed was acknowledged before me this _____ day of _____, 2016, by Paula Swenson, Chairperson, Phil Chamberland, Vice Chairperson and Jonathan Houck, Commissioner, of the Board of County Commissioners of the County of Gunnison, Colorado, and by _____ as _____Gunnison County Clerk and Recorder.

Withess my hand and official seal.

My commission expires _____ .

_____
Notary Public

Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic NationalTitle Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

Issued through the Office of

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

ORT Form 4308
ALTA Commitment for Title Insurance 6/06

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such know - edge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
   You may review a copy of the arbitration rules at: http://www.alta.org/.

Gunnison County Abstract Company

504 North Main Street
Gunnison, CO 81230
970-641-0710
Agents For OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A
COMMITMENT FOR TITLE INSURANCE

1. Effective date: **June 9, 2016** at **8:00 AM**

File No. **33/17/15,pt16**
Commitment No. **G16-267**

2. Policy or policies to be issued:

		Premium
A. ALTA Owner's Policy (06-17-06), Amount **$5,000.00** Proposed Insured: **Mark R. Hochradel**	$	**360.00**
B. ALTA Loan Policy (06-17-06), Amount **$ 0.00** Proposed Insured:	$	
C. ALTA Loan Policy (06-17-06), Amount **$0.00** Proposed Insured:	$	
Certificate of Taxes Due X **1**	$	**10.00**
Owner Endorsements **Forms**	$	
Lender Endorsements **Forms**		
Additional Charges (if any)	$	
Total	$	**370.00**

3. The estate or interest in the land described or referred to in this Commitment and covered herein is vested in:

   Gunnison County

4. The estate or interest in the land described or referred to in this Commitment and covered herein is a **Fee Simple**

5. The land referred to in this Commitment is situate in the County of **Gunnison**, State of Colorado and is described as follows:

   Lot 15 and the East 2/3 of Lot 16, Block 17, TOWN OF IRWIN,

   County of Gunnison,
   State of Colorado.

   For informational purposes only, the property address is: **TBD 10th Street, Irwin, CO 81224**

Countersigned: _____
Gunnison County Abstract Company
Authorized Officer or Agent

Member No. **A05119**

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:
Gunnison County Abstract Company, 504 North Main Street, Gunnison, CO 81230 970-641-0710
THIS COMMITMENT ISSUED SUBJECT TO ATTACHED STATEMENT OF TERMS, CONDITIONS AND STIPULATIONS

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Gunnison County Abstract Company

Commitment No. G16-267

SCHEDULE B – SECTION 1

Requirements

The following are the requirements to be complied with:

A. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

B. Pay us the premiums 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 Commitment 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.

E. Payment of all taxes, charges, and assessments, levied and assessed against the subject premises which are not yet due and payable.

F. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).

G. Resolution by County of Gunnison authorizing the Sale of the subject property and indicating the name of the Officer(s) authorized to sign documents and execute instruments affecting Title to the subject property.

H. Deed from Gunnison County to Mark R. Hochradel sufficient to convey the fee simple estate of interest in the land described or referred to herein.

NOTE: C.R.S. 38-35-109(2) requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

Gunnison County Abstract Company

Commitment No. G16-267

SCHEDULE B – SECTION 2

Exceptions

Schedule B of 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 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. 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.

6. Any and all unpaid taxes and assessments.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

NOTE: The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B-2, the mortgage, if any, required under Schedule B-1.

8. All Patent reservations as set forth in United States Patent(s) recorded February 28, 1893 in Book 115 at page 97.

9. Terms and conditions in Notice of Watershed Ordinances Affecting Real Property as recorded February 12, 1993 in Book 720 at page 163.

10. Access to the subject property is over the roads and easements, including County Roads 12 and 826A and as set forth in Board of County Commissioners Resolution No. 94-20 recorded August 18, 1994 in Book 750 at page 406, Easement recorded August 29, 1994 in Book 751 at page 148, and Easement Correction recorded October 28, 1996 as Reception No. 471580, and subject to the terms and conditions contained therein. Together with the platted and un-vacated streets in IRWIN, according to the plat filed September 6, 1894 as Reception No. 70551. The Title Company bears no responsibility for the exact location, condition, or dimensions of said rights of way.

11. Access to the subject property appears to be over Forest Service Roads which are controlled by the United States Forest Service. Notwithstanding the Covered Risks clause of the policy, the Company does not insure against loss or damage for lack of access by reason of the rules and regulations of the United States Government or its agencies, the United States Forest Service, or the Bureau of Land Management.

Gunnison County Abstract Company

Commitment No. G16-267

DISCLOSURE STATEMENT

IF THE LAND DESCRIBED IN SCHEDULE A OF THIS COMMITMENT FOR TITLE INSURANCE IS A SINGLE FAMILY RESIDENCE (INCLUDING A CONDOMINIUM OR TOWNHOUSE UNIT), THE PROPOSED OWNER'S POLICY INSURED IS NOTIFIED:

NOTE 1: Colorado Division of Insurance Regulation 3-5-1, Section 7, Paragraph G requires that "Every title insurance company shall be responsible to the proposed insured(s), subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed".

NOTE 2: Exception No. 4 of Schedule B, Section 2 of the Commitment may be deleted from the policy(s) to be issued hereunder upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 13 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
D. The Company must receive payment of the appropriate premium.
E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within 13 months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.
F. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

NOTE 3: The following disclosures are hereby made pursuant to C.R.S 10-11-122:

A. The subject real property may be located in a special taxing district;
B. A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
C. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE 4: Any claim which arises out of the transaction vesting in the insured the estate or interest insured by the policy or policies to be issued hereunder, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

NOTE 5: 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 mineral estate may include the right to enter and use the property without the surface owner's permission. C.R.S. § 10-11-123(2)

NOTE 6: If the sales price of the subject property exceeds $100,000.00 seller shall be required to comply with the disclosure or withholding provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).

NOTE 7: Effective September 1, 1997, C.R.S. 30-10-406 requires that all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Gunnison County Abstract Company Member No. **A05119**

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

Gunnison County Abstract Company

Privacy Policy Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Gunnison County Abstract Company**.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information -particularly any personal or financial information. You have a right to know how we will utilize the personal information you provide to us. Therefore, Gunnison County Abstract Company has adopted this Privacy Policy to govern the use and handling of your personal information.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.
- Ditch Companies, City Service Providers, Home/Land Owner Associations, Division of Water Resources.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

GUNNISON COUNTY
Abstract Company
504 North Main Street, Gunnison, Colorado 81230
Phone: 970-641-0710 Fax:970-641-4628 gary@gunnisonabstract.com

IMPORTANT NOTICE!

Due to a high increase in **FRAUD** across the county of email accounts being hacked and emails intercepted and changed, please take the following precautions in regards to your upcoming transaction.

Please Call and verify our wiring instructions before sending us a wire.

Please call our office at **(970) 641-0710**.

We appreciate the opportunity to work with you.

GUNNISON COUNTY
Abstract Company

504 North Main Street
Ph (970) 641-0710 – Fax (970) 641-4628
Gunnison, Colorado 81230

Gary W. Hostetter, President GM
Jeannie Stone, Closing Manager
Cindy Muirhead, Closing Manager

"Since 1961"

CLOSING DEPARTMENT EMAIL ADDRESS:
Jeannie - jeannie@gunnisonabstract.com

WIRING INSTRUCTIONS

Bank Routing Number (ABA Number): 102102013

Bank: Community Banks of Colorado (Gunnison Branch)
27 Inverness Drive East
Englewood, CO 80112

Beneficiary: Allpine Title of Gunnison Inc.
dba Gunnison County Abstract Company
504 N. Main Street
Gunnison, CO 81230
Account No.: 035345677

Special Instructions: (Customer Name)

Assessor Quick Links

Gunnison Assessor Home

Find Property Records

Gunnison County

Assessor Property Record Search

Property Record Card (PRC)

Owner and Parcel Information

Owner Name & Mailing Address		**Today's Date:**	May 23, 2016	**Account Number:**	R012970
GUNNISON COUNTY 200 E VIRGINIA AVE GUNNISON, CO 81230-2248		**Appraisal Year:**	2015	**Parcel Number:**	3179-340-10-015
				Account Type:	Exempt
Business Name:	NA			**Economic Area:**	Econ Area 8
				Tax District:	606
				Mill Levy:	56.397

Property Location:	10TH ST, IRWIN	**Parcel Map**	Show Parcel Map
Neighborhood:	81600	**Building Photos**	NA
LEA:	IRWIN (81600)	**Building Sketches**	NA
Subdivision:	IRWIN (TOWN OF)	Generate Neighboring Owner List by Distance	
Condo:		Search Sales By Subdivision	
Legal Description:	LOT 15 E 2/3 OF LOT 16 BLK 17 IRWIN B116 P78		
Parcel Notes	TOTAL PARCEL = 10,670 SF		

2016 Assessment Information

Land Actual Value	Land Assessed Value	Building Actual Value	Building Assessed Value	Total Actual Value	Total Assessed Value
$18,140	$5,260			$18,140	$5,260

Prior Year Assessment Information

Year	Actual Value	Assessed Value	Mill Levy	Ad Valorem Taxes
2011	$32,010	$9,280	44.434	$0.00
2010	$19,210	$5,570	40.244	$0.00
2009	$19,210	$5,570	39.091	$-1.00
2008	$19,210	$5,570	40.652	$-1.00
2007	$19,210	$5,570	35.448	$-1.00
2006	$10,670	$3,090	44.485	$-1.00

Contact the Treasurer's Office for current property tax amount due. Do not use the figures above to pay outstanding property taxes.

Land Information

Land Description	Land Type	Acres	Site Access	Electricity	Sewer	Water	Other Attributes
EXEMPT-COUNTY-LAND	Exempt	0.245	SEASONAL GOVT MAINTAINED	NOT AVAILA		NOT INSTALLED	LAND TYPE PRIMARY - MEADOW

Sales and Conveyance Information

Sale Date	Sale Amount	Grantor	Grantee	Vacant or Improved (at time of sale)	Reception #	Deed Type

No sales associated with this parcel.

The Gunnison County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: May 1, 2016

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