



Capitol Reef National Park

Docket Number: 4

RUSH LAKE

Preliminary Docket Information

DOCKET INFORMATION = CANCELLED

This docket has been cancelled and may not contain all documents that pertain to the cancelled water right. If you wish to view this docket in its entirety, please contact the National Park Service Water Rights Branch.

Docket #: 4 Type (PC, APP, RIP, FRR, PWR, GW, ACQ): APP

Docket Title: Rush Lake

Park Unit: CARE Region: IMR

State: UTAH County: Wayne

Source: Groundwater ☐ Surface Water ☒ Source Name: Rush Lake

POD Name / Location: T26S, R5E, SW1/4 SEC 17, Salt Lake Base and Meridian

POU Name / Location: T26S, R5E, SW1/4 SW1/4, SEC 9, Salt Lake Base and Meridian on 35 acres

Quantity: 100 acre feet per year stored (include units – gpm, afy, etc.)

Use(s): Irrigation , _____ , _____ , _____

Application #: 4341 Date: November 7, 1911

Permit #: _____ Date Issued: _____

License / Certificate #: 882 Priority Date: October 3, 1912

Ruling/Order/Decree#: _____ Date Issued: _____

Owner: Emma Morrell

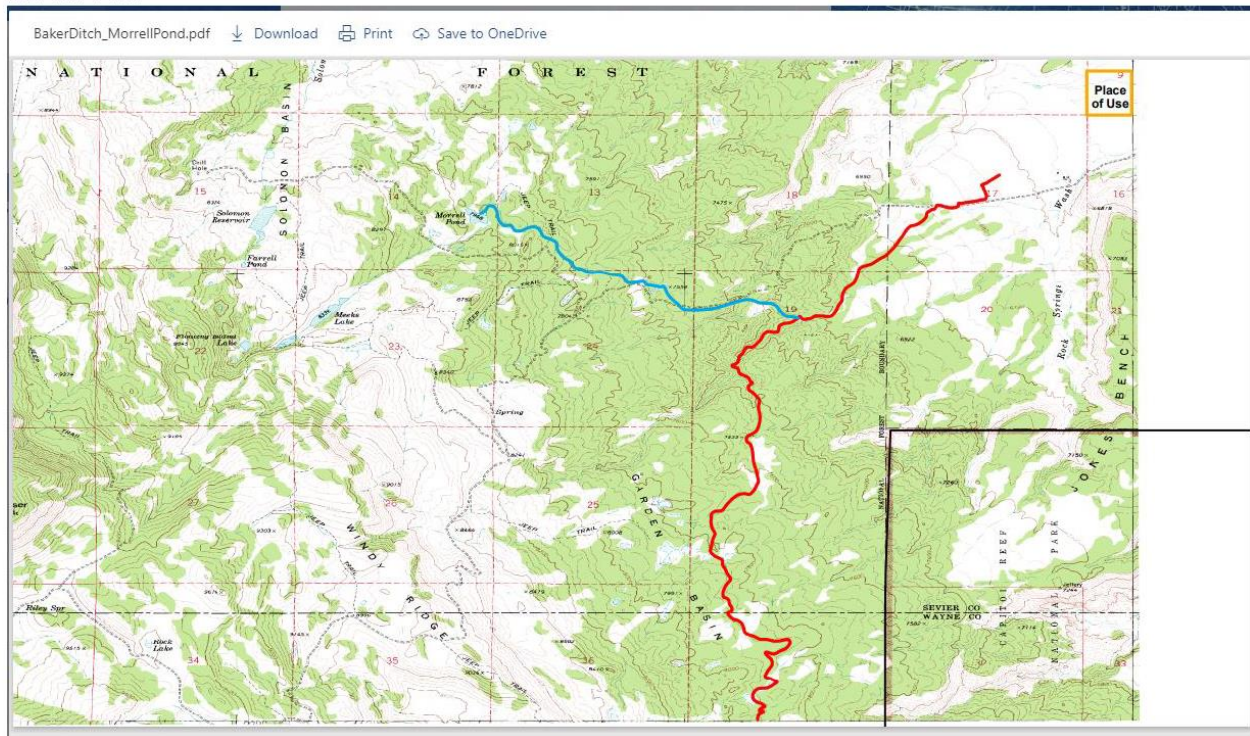
Narrative / Remarks: (history, status, etc)

Reply: Roche, Jim W <Jim_Roche@nps.gov> Monday, April 5, 2021 11:19 AM

Docket refers to a water source, diversion canal, and point of use that are all outside the boundary of Capitol Reef National Park. "Rush Lake" is labeled as Morrell Pond on the Geyser Peak 7.5' quadrangle. The diversion ditch is part of a system of ditches that bring water to the Baker Ranch north of the park (blue line on attached map).

The reason that it may have been included here is that one of the ditches that contributes to the system intercepted water flowing into the park. This ditch, in red on the attached map ("Baker Ditch"?), is no longer functional as I have personally observed. However, there appear to be a number of water rights claims associated with the ditch including 95-229, 95-199, and 94-5.

I had heard from the county road foreman, Rhett Jefferys, whose family used to own the Baker Ranch, that most of these water rights had been turned over to the state department of wildlife resources.



From: Fahmy, Peter <Peter_A_Fahmy@nps.gov>

Sent: Sunday, April 4, 2021 9:26 PM

In the course of my investigations into the potential water right claims for inclusion into a possible water rights settlement with the State of Utah, I discovered what I believe may be an improper docket for CARE. It is docket no. 4 and is labeled "Rush Lake." Given the scarcity of lakes within the park, I reviewed the docket with an abundance of skepticism. Although the deed contained in the docket is for a tract of land that is definitively within the park, the certificate of appropriation appears to be for a location outside of the park. I would appreciate it if you would likewise review the attached documents and advise me as to whether it would be proper to relegate this docket to oblivion(cancelled).

Compiled by: C GABLE **Date:** 04/29/2021

National Park Service
Water Resources Division, Water Rights Branch
1201 Oakridge Drive, Suite 250
Fort Collins, Colorado 80525

02 STATE

Capitol Reef National Park

RUSH LAKE

State Water Rights Documentation

DUPLICATE

CERTIFICATE OF APPROPRIATION OF WATER

APPLICATION NO. 4341.

CERTIFICATE NO. 882.

COLORADO RIVER WATER DIVISION

Whereas, It has been made to appear to the satisfaction of the undersigned, State Engineer of the State of Utah, that the appropriation of water from Rush Lake in Sevier County, made by Emma S. Morrell, has been perfected in accordance with the application therefore, received in the office of the State Engineer on the 7th day of November, 1911 and recorded on page 26-28 in book I-13 of the record of applications to appropriate water; Elbert, Be it known that I, G. F. McGonagle, State Engineer of the State of Utah, under and by authority and direction of the provisions of the Compiled Laws of Utah, 1907, as amended by Chapter 62 of the Session Laws of Utah, 1909, and Chapters 3 and 103 of the Session Laws of Utah, 1911, on "Water Rights and Irrigation," do hereby certify that the said Emma S. Morrell, of Fremont, in Wayne County, State of Utah, is entitled to the use of one hundred (100) acre feet of water per second, subject to the following restrictions, to wit:

The water appropriated is stored in said lake by means of an earthen dam 8 ft. high and 60 ft. long, the center of which is located at a point 926 ft. north and 9790 ft. west from the south-west corner of Section 17, Township 26 South, Range 5 East, Salt Lake Base and Meridian. The capacity of the reservoir at full stage is approximately 25 acre-feet. The water is stored at intervals from January 1 to December 31, inclusive, of each year and is drawn from the reservoir at such times when sufficient water has accumulated to furnish a good irrigating stream.

The water is released from the reservoir and conveyed in a ditch 3 ft. wide on top and 2 ft. wide in the bottom, having an effective depth of 1 ft., for a distance of 19,000 ft. and there used from March 1 to November 1 of each year to irrigate thirty-five (35) acres of land embraced in the south-west quarter of south-west quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 9, Township 26 South, Range 5 East, Salt Lake Base and Meridian, and more particularly described as follows: Beginning at the south-west corner of said Section 9, running thence north 1155 ft., thence east 1320 ft., thence south 1155 ft., thence west 1320 ft. to the place of beginning.

This certificate does not entitle the holder to appropriate to exceed one hundred (100) acre-feet of water per annum.

The diverting works must be maintained in such condition as will prevent an unreasonable loss of water.

The date of the appropriation is October 3, 1912, having been brought down on account of a change in the description of the land area to be irrigated as originally specified in the application. seventeenth day of December, 1912, A. D. 1912.

EXPLANATORY.

NOTE.—Never use 3a except when it is intended to store the water to be appropriated; in such case the volume of water to be stored should be given in acre feet in that space. The time during which it is to be released and used should be set forth in 4, and the time during which it is to be stored stated in 4a. The lands to be inundated by the reservoir must be described in the space below this note as nearly as may be, and by Government subdivisions if upon surveyed land. The area of reservoir when at full stage should be given in acres in the same space. If the water is released from the reservoir into the natural channel of the stream, the point where it is diverted from such stream should be described in 7, and the center of the impounding dam described in the space below this note in accordance with the note given in 7. The data given in 8 to 17, inclusive, should be relative to the works used to divert the water from the natural channel. All other works should be described in the space below this note, except where the water is not stored in the natural channel of the stream supplying it; in such case, the point of diversion is the place where the water is taken from the supplying source and should be described in 7; and 8 to 17, inclusive, should be used to describe the diverting works. It is permissible to appropriate water from more than one source, provided the water from the sources specified is taken to one place and is used for one purpose. In case the application is made for the water from a number of springs, the point where the water is collected should be described as the point of diversion and the works below it described as the diverting works; those above it as the collecting works. Each spring should also be described in accordance with note in 7. In case two or more streams are specified as the direct sources of supply, the point where the water is diverted from each stream must be described in accordance with note in 7. The quantity of water diverted from each such stream should also be specified in the space below this note, if only approximately.

The following additional facts are set forth in order to more clearly define the full purpose of the proposed appropriation.

The commingled waters of Mells Creek and Center Lake flow in the natural channel of the creek to Rush Lake where they will be impounded except when held in Center Lake, during the whole year with the water of Rush Lake, being released only at times of irrigation, for a few days at each time, during the irrigation season. Some water rises from or in Rush Lake, but the quantity is small and can not be measured accurately. When the water is released from the Lake it will flow directly into the diverting ditch. The center of the dam is 926 ft. north of and 9790 ft. west of the U.S. land corner of Sec. 17 T. 26 S. R. 5 E. S. 2. M. Some water flows in the channel of Mells Creek below the outlet point at which the dam will be built at Center Lake rising in the channel of the creek and from ponds along the channel, and flows into Rush Lake. The lands covered by the reservoir site are situated south and west of the point of diversion at center of dam, ~~are~~ is on unsurveyed tract, and covers about 10 acres. The water from this Reservoir and all other sources of supply will not make two acre feet per acre of land, for the tract on which the water will be used. Water from melting snow and rains will also run into the Lake from the water shed above. The water in Mells Creek below Center Lake is about $\frac{1}{4}$ second ft., that arising in Lake approximately $\frac{1}{8}$ second ft. and from snow and rains cannot be approximated.

Emma S. Morrill
Signature of Applicant.

03 HISTORY

Capitol Reef National Park

RUSH LAKE

Land History

CARE

Entry No. 172160Recorded 8-2-72 At 3:20 Book 83 Page 106

Robert L. Olcott, Treasurer & Recorder, Sevier County

Request of Alfred M. Suarez, Jr. Fee \$3.00WARRANTY DEEDTract 01-104 CARE ¹⁰⁵

THIS DEED, made this 2nd day of August, 1972, between RULEN MORRELL and INEZ MORRELL, husband and wife, Grantors, of the County of Wayne and State of Utah, parties of the first part, and THE UNITED STATES OF AMERICA and assigns, Grantee, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of (\$22,400.00)

TWENTY TWO THOUSAND FOUR HUNDRED DOLLARS

to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, transferred, bargained, sold, conveyed, set over and delivered, and by these presents do grant, bargain, sell, convey, set over, deliver and confirm with all legal warranties and with full substitution and subrogation in and to all the rights and actions of Warranty which Grantors have or may have against all preceding owners and Grantors, unto the UNITED STATES OF AMERICA and its assigns forever, a fee simple title in and to all the following described lot or parcel of land, situate, lying and being in the Counties of Sevier and Wayne and State of Utah, and hereby releasing and waiving all rights of homestead, dower, curtesy, and any and all spouse's rights and interest under and by virtue of the laws of the state, to wit:

All of Section 36, Township 26 South, Range 5 East, Salt Lake Base and Meridian, containing 640.00 acres, more or less.

Together with the Grantor's right, title and interest in and to water rights appurtenant to this property.

Reserving to Rulen Morrell, Grantor, a life estate for grazing rights over the above described land.

4/26/76 - Suplt. Wallace advised that Rulen Morrell has passed away.

THIS PROPERTY IS BEING ACQUIRED BY THE NATIONAL PARK SERVICE FOR THE UNITED STATES OF AMERICA.

TOGETHER with all and singular the buildings and improvements thereon, and all rights, hereditaments, easements and appurtenances and all and every rights, roads, alleys, ways, waters, watercourse, liberties, privileges, hereditaments, appurtenances and advantages thereto belonging or in any way appertaining, including accretions opposite to and fronting upon said land, and in any means of ingress or egress appurtenant thereto, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TOGETHER with all the right, title, and interest of the said Grantors in and to any streets, alleys, roads, strips, gores, waters, watercourses, or railroad rights-of-way or strips of land abutting, adjacent to, adjoining or contiguous to or traversing the land described and conveyed herein and in any means of ingress or egress appurtenant thereto.

SUBJECT, however, to existing easements for public roads, public highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the said tract of land, buildings, hereditaments and premises above bargained and described and intended so to be with the appurtenances unto the UNITED STATES OF AMERICA and its assigns in fee simple FOREVER. And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the UNITED STATES OF AMERICA and its assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever;

106

Deed 22

and the above bargained premises in the quiet and peaceable possession of the UNITED STATES OF AMERICA and its assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND, and that said Grantors will execute such other and further assurances thereof as may be requisite. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Rulen Morrell
Rulen Morrell

Inez Morrell
Inez Morrell

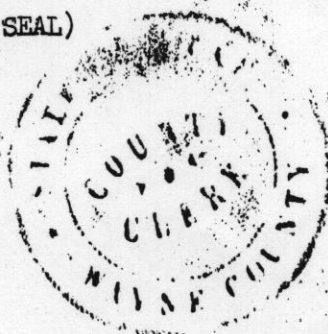
State of Utah)
County of Wayne) ss.

On this the 2 day of August, 1972, before me, Rulen Morrell, Inez Morrell
the undersigned officer, personally appeared _____

_____, known to me to be the persons whose names
are subscribed to the within instrument and acknowledged that they executed the same
for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)



Berndt H. DeZeeuw
(Signature)

County Clerk
(Title)

(My commission expires with term).

Entry No. 172160
Recorded 8-2-72 At 3:20 Book 83 Page 106
Robert L. O'Connell, Treasurer & Recorder, Sevier County
Request of Alfred M. Suarez, Jr. Fee \$3.00

and the above bargained premises in the quiet and peaceable possession of the UNITED STATES OF AMERICA and its assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND, and that said Grantors will execute such other and further assurances thereof as may be requisite. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Rulen Morrell
Rulen Morrell

Inez Morrell
Inez Morrell

State of Utah)
County of Wayne) ss.

On this the 2 day of August, 1972, before me, Rulen Morrell, Inez Morrell
the undersigned officer, personally appeared _____

_____, known to me to be the persons whose names
are subscribed to the within instrument and acknowledged that they executed the same
for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Buriah H. DeLauer
(Signature)

County Clerk
(Title)

(My commission expires with term).

Filed for record at request of Alfred M. Suarez Date August 2 1972 @ 2:10 pm
Recorded in Book P of Deeds Page 582-503 Wayne Co. Utah Records
Buriah H. DeLauer Wayne County Recorder

81248

Filed for record at request of Alfred M. Suarez Date August 2 1972 @ 2:10 pm
 Recorded in Book P of Deeds Page 582-503 Wayne Co. Utah Records
Beulah St. De. Laramie Wayne County Recorder

81248

WARRANTY DEED

Tract 01-104 CARE

THIS DEED, made this 2nd day of August, 1972, between RULÉN MORRELL and INEZ MORRELL, husband and wife, Grantors, of the County of Wayne and State of Utah, parties of the first part, and THE UNITED STATES OF AMERICA and assigns, Grantee, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of (\$22,400.00)

TWENTY TWO THOUSAND FOUR HUNDRED DOLLARS

to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, transferred, bargained, sold, conveyed, set over and delivered, and by these presents do grant, bargain, sell, convey, set over, deliver and confirm with all legal warranties and with full substitution and subrogation in and to all the rights and actions of Warranty which Grantors have or may have against all preceding owners and Grantors, unto the UNITED STATES OF AMERICA and its assigns forever, a fee simple title in and to all the following described lot or parcel of land, situate, lying and being in the Counties of Sevier and Wayne and State of Utah, and hereby releasing and waiving all rights of homestead, dower, curtesy, and any and all spouse's rights and interest under and by virtue of the laws of the state, to wit:

All of Section 36, Township 26 South, Range 5 East, Salt Lake Base and Meridian, containing 640.00 acres, more or less.

Together with the Grantor's right, title and interest in and to water rights appurtenant to this property.

Reserving to Rulén Morrell, Grantor, a life estate for grazing rights over the above described land. *pled. - 4-26-76*

THIS PROPERTY IS BEING ACQUIRED BY THE NATIONAL PARK SERVICE FOR THE UNITED STATES OF AMERICA.

TOGETHER with all and singular the buildings and improvements thereon, and all rights, hereditaments, easements and appurtenances and all and every rights, roads, alleys, ways, waters, watercourse, liberties, privileges, hereditaments, appurtenances and advantages thereto belonging or in any way appertaining, including accretions opposite to and fronting upon said land, and in any means of ingress or egress appurtenant thereto, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TOGETHER with all the right, title, and interest of the said Grantors in and to any streets, alleys, roads, strips, gores, waters, watercourses, or railroad rights-of-way or strips of land abutting, adjacent to, adjoining or contiguous to or traversing the land described and conveyed herein and in any means of ingress or egress appurtenant thereto.

SUBJECT, however, to existing easements for public roads, public highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the said tract of land, buildings, hereditaments and premises above bargained and described and intended so to be with the appurtenances unto the UNITED STATES OF AMERICA and its assigns in fee simple FOREVER. And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the UNITED STATES OF AMERICA and its assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever;

jdb

RE: DJO'B--
33-46-400-3

October 13, 1972

Honorable Rogers C. B. Morton
Secretary of the Interior
Washington, D. C.

My dear Mr. Secretary:

Re: File No. 33-46-400-3

Tract No. 01-104

County Sevier and Wayne

State Utah

An examination has been made of the title evidence and related papers pertaining to certain land in which interests have been acquired under authority of existing legislation. The land and estate acquired by the United States are more particularly described in the deed.

The title evidence and accompanying data disclose valid title to be vested in the United States of America subject to the rights and easements noted in Schedule A attached hereto which your Department has advised will not interfere with the proposed use of the land.

The title evidence and related papers have been retained in the files of this Department.

Sincerely yours,

Attorney General

Schedule A

File No.: 33-46-400-3

Tract No.: 01-104

Project: Capitol Reef National Park located in Sevier and Wayne Counties, Utah

Estate Acquired: Fee simple

Acreage: 640.00

Consideration: \$22,400.00

The duplicate deeds to the United States of America were executed by Rulen Morrell, et ux., on August 2, 1972, one was filed for record in Sevier County, on August 2, 1972, and recorded in Book 83, at page 106, and one was filed for record in Wayne County on August 2, 1972, and recorded in Book P of Deeds, at page 502.

The title insurance policy was last satisfactorily certified as of August 2, 1972, by Lawyers Title Insurance Company.

The title is subject to the following:

1. Existing easements for public roads and highways, railroads, pipelines and public utilities.
2. Reservation by the grantors of the right to occupy the land for grazing purposes, as set forth in the option to the United States.

Lawyers Title Insurance Corporation

Home Office ~ Richmond, Virginia

Case No. 1210

POLICY No.

AMOUNT

\$ 22,400.00

T535010

Lawyers Title Insurance Corporation, a stock corporation, herein called the Company, for a valuable consideration

HEREBY INSURES

THE UNITED STATES OF AMERICA

hereinafter called the Insured, against loss or damage not exceeding **Twenty-two Thousand Four Hundred---and NO/100**

Dollars, together with costs and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage by the General Exceptions;

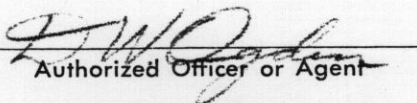
all subject, however, to the provisions of Schedules A and B and to the General Exceptions and to the Conditions and Stipulations hereto annexed; all as of the **2nd** day of **August** 19 **72**, the effective date of this policy.

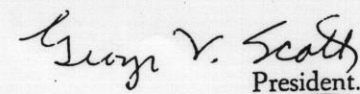
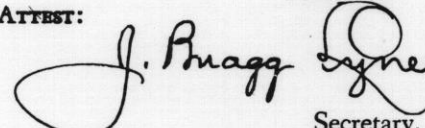
IN WITNESS WHEREOF, the Company has caused this Policy to be signed and sealed, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Lawyers Title Insurance Corporation

Issued at Richfield, Utah

COUNTERSIGNED: **D LAND TITLE**


Authorized Officer or Agent


President.
ATTEST:

Secretary.

Lawyers Title Insurance Corporation
Home Office - Richmond, Virginia

Case No. 1210

SCHEDULE A

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

fee simple.

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

THE UNITED STATES OF AMERICA

3. The land referred to in this policy is situated in the County of **Sevier and Wayne**
State of **Utah**, and is described as follows:

All of Section 36, Township 26 South, Range 5 East, Salt Lake Base and Meridian, containing 640.00 acres, more or less.

Being the same property conveyed by WARRANTY DEED from RULEN MORRELL and INEZ MORRELL, husband and wife, Grantors, to THE UNITED STATES OF AMERICA, Grantee, dated August 2, 1972, and recorded August 2, 1972 at 3:20 P.M. in Book 83, Page 106 of the Sevier County Records, and recorded August 2, 1972 at 2:10 P.M. in Book P, Page 502-503 of the Wayne County Records as Entry No.'s 812160, and 81248, respectively.

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

Code No. 1210

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

GENERAL EXCEPTIONS

GOVERNMENTAL POWERS

1. Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:

(a) consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulation; (b) consequences of any law, ordinance or governmental regulation, now or hereafter in force, (including building and zoning ordinances) limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property.

MATTERS NOT OF RECORD

2. The following matters which are not of record at the date of this policy are not insured against:

(a) rights or claims of parties in possession not shown of record; (b) questions of survey; (c) easements, claims of easement or mechanics' liens where no notice thereof appears of record; and (d) conveyances, agreements, defects, liens or encumbrances, if any, where no notice thereof appears of record; provided, however, the provisions of this subparagraph 2(d) shall not apply if title to said estate or interest is vested in the United States of America on the date hereof.

MATTERS SUBSEQUENT TO DATE OF POLICY

3. This policy does not insure against loss or damage by reason of defects, liens or encumbrances created subsequent to the date hereof.

REFUSAL TO PURCHASE

4. This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

SPECIAL EXCEPTIONS

5. Current and delinquent taxes and assessments as follows:

None

CONDITIONS AND STIPULATIONS

NOTICE OF ACTIONS

1. If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within 90 days after notice of such action or proceeding or defense has been received by the Attorney General; and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the rights of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party to such action or proceeding be neither served with summons therein nor have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

NOTICE OF WRITS

2. In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest insured said party shall notify this Company thereof in writing within 90 days from the date of such knowledge; and upon a failure to do so, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

DEFENSE OF CLAIMS

3. This Company agrees, but only at the election and request of the Attorney General of the United States, to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures, provided, however, that the request to defend is given within sufficient time to permit the Company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and the Attorney General elects to defend at the Government's expense, the Company shall upon request, cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue; but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

COMPROMISE OF ADVERSE CLAIMS

4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge it shall be liable for the payment of the full amount paid.

STATEMENT OF LOSS

5. A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within 90 days after said party has notice of such loss or damage and no right of action shall accrue under this policy until 30 days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of 30 days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

POLICY REDUCED BY PAYMENTS OF LOSS

6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

AMENDMENT OF POLICY

7. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

NOTICES, WHERE SENT

8. All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 3800 Cutshaw Ave., Richmond, Va. 23230.

Docket Information

Number of Documents in Docket : 14

Documents Dated from : 12-17-1919 to 04-29-2021

Docket Compiled: 9/20/2022