

ATC96EMA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED

NAME OF AGENCY OR CONTRACTOR: ESTHER MASH

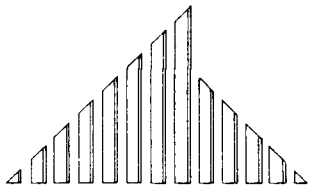
STREET ADDRESS/PARCEL NAME/SUBDIVISION: ESTHER MASH PROPERTY
EXCHANGE WITH CITY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1996

EXPIRATION DATE: PERMANENT

DESTRUCTION DATE: PERMANENT



ABSTRACT & TITLE CO.
OF MESA COUNTY, INC.

Issuing Agent For:
TRANSNATION
TITLE INSURANCE COMPANY

November 26, 1996

City of Grand Junction
c/o Tim Woodmansee
205 North 5th St.
Grand Junction, CO 81501

RE: JOB NO. 895942

Please find attached the Owners Policy on the property you purchased in November, 1996. This should be kept with your permanent records.

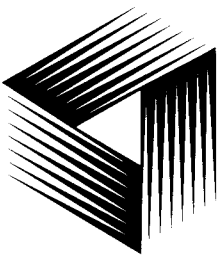
We have a history of your property now on file in our office and if, sometime in the future, you want to obtain a loan or possibly sell your property, we would be able to give you quick and accurate service.

Thank you for the opportunity to serve you.

Sincerely,

Jan Pobirk
Policy Dept.

205 N. 4th Street
P.O. Box 3738
Grand Junction, CO 81502
970/242-8234
FAX 970/241-4925



**OWNER'S POLICY
OF TITLE INSURANCE
(10-17-92)**

AMERICAN LAND TITLE ASSOCIATION

Issued By
TRANSNATION TITLE INSURANCE COMPANY



HOME OFFICE:
1700 Market Street | Philadelphia, PA 19103

B 1190-58



Transnation

*Property acquired through exchange with
Ethan Mash. Refer to Resolution No. 13-95*

POLICY NUMBER

A38-057257

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSNATION TITLE INSURANCE COMPANY, an Arizona 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, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

TRANSNATION TITLE INSURANCE COMPANY

Attest:

James J. Lynch, Jr.
Secretary



By:

[Signature]
President

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 affect 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:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) 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:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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 judgement 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 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 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.

SCHEDULE A

Amount of Insurance: \$ 20,000.00

Policy No. A38-057257

Premium: \$270.00

File No. 895942

Date of Policy: November 8, 1996

, at 3:02 P. M.

1. Name of Insured:

THE CITY OF GRAND JUNCTION,
a Colorado home rule municipality

2. The estate or interest in the land which is covered by this policy is: IN FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

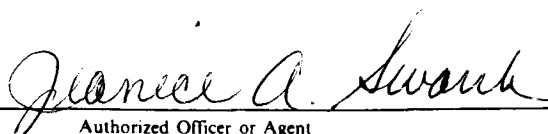
THE CITY OF GRAND JUNCTION,
a Colorado home rule municipality

4. The land referred to in this policy is described in said instrument, is situated in the County of
Mesa, State of Colorado, and is identified as follows:

See attached Schedule A Continued for legal description

Countersigned:

NM 1 PA 10
ALTA Owners
Schedule A
Form 1190-15


Authorized Officer or Agent

SCHEDULE A—Continued

The land referred to in this policy is situated in the State of Colorado, County of
Mesa, and is described as follows:

A parcel of land being a part of Lot 5 of the Resurvey of Section 32, Township 12 South, Range 97 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Beginning at the Northeast Corner of said Lot 5 from whence the North 1/4 Corner of said Section 32 bears N 00°29'36" W a distance of 1337.78 feet, and considering the North boundary line of Tract 43 of Section 32, T12S, R97W of the 6th P.M., to bear N90°00'00"E and all other bearings contained herein to be relative thereto;

thence S 00°29'36" E along the East boundary line of said Lot 5 a distance of 757.61 feet to a point on the Southerly right-of-way line for the Juniata Ditch;

thence along the Southerly right-of-way line for the Juniata Ditch the following eleven (11) courses and distances:

1. S 85°45'35" W a distance of 105.66 feet;
2. 90.35 feet along the arc of a curve to the left having a radius of 324.94 feet, a central angle of 15°55'53", and a long chord bearing S77°47'38" W a distance of 90.06 feet;
3. 190.88 feet along the arc of a curve to the right having a radius of 221.00 feet, a central angle of 49°29'09", and a long chord bearing N 85°25'43" W a distance of 185.00 feet;
4. N 60°41'08" W a distance of 44.95 feet;
5. N 79°28'38" W a distance of 65.21 feet;
6. N 63°49'17" W a distance of 76.07 feet;
7. N 62°43'36" W a distance of 122.11 feet;
8. 107.44 feet along the arc of a curve to the left having a radius of 300.00 feet, a central angle of 20°31'11", and a long chord bearing N 72°59'11" W a distance of 106.87 feet;
9. N 83°14'47" W a distance of 67.75 feet;
10. N 74°09'38" W a distance of 109.43 feet;
11. N 79°07'32" W a distance of 140.71 feet to a point on the West boundary line of said Lot 5;

thence N 00°01'41" E along the West boundary line of said Lot 5 a distance of 552.78 feet to the Northwest Corner of said Lot 5; thence S 89°52'59" E along the North boundary line of said Lot 5 a distance of 1064.06 feet to the True Point of Beginning.

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Policy No. A38-057257

File No. 895942

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Reservation of right of way for any ditches or canals constructed by the authority of the United States as reserved in U. S. Patent recorded December 21, 1936 in Book 360 at page 410.
8. Any rights of way for Roads.
9. Any right of way for ditches, including but not limited to Highline Canal, Juniata Canal and Wash.
10. Lack of a right of access from the land to any open public road, street or highway.
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 situate that any right of access exists to an open public roadway.

Exhibit "A"

A parcel of land being a part of Lot 5 of the Resurvey of Section 32, Township 12 South, Range 97 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Beginning at the Northeast Corner of said Lot 5 from whence the North 1/4 Corner of said Section 32 bears N 00°29'36" W a distance of 1337.78 feet, and considering the North boundary line of Tract 43 of Section 32, T12S, R97W of the 6th P.M., to bear N90°00'00"E and all other bearings contained herein to be relative thereto;

thence S 00°29'36" E along the East boundary line of said Lot 5 a distance of 757.61 feet to a point on the Southerly right-of-way line for the Juniata Ditch;

thence along the Southerly right-of-way line for the Juniata Ditch the following eleven (11) courses and distances:

1. S 85°45'35" W a distance of 105.66 feet;
2. 90.35 feet along the arc of a curve to the left having a radius of 324.94 feet, a central angle of 15°55'53", and a long chord bearing S77°47'38" W a distance of 90.06 feet;
3. 190.88 feet along the arc of a curve to the right having a radius of 221.00 feet, a central angle of 49°29'09", and a long chord bearing N 85°25'43" W a distance of 185.00 feet;
4. N 60°41'08" W a distance of 44.95 feet;
5. N 79°28'38" W a distance of 65.21 feet;
6. N 63°49'17" W a distance of 76.07 feet;
7. N 62°43'36" W a distance of 122.11 feet;
8. 107.44 feet along the arc of a curve to the left having a radius of 300.00 feet, a central angle of 20°31'11", and a long chord bearing N 72°59'11" W a distance of 106.87 feet;
9. N 83°14'47" W a distance of 67.75 feet;
10. N 74°09'38" W a distance of 109.43 feet;
11. N 79°07'32" W a distance of 140.71 feet to a point on the West boundary line of said Lot 5;

thence N 00°01'41" E along the West boundary line of said Lot 5 a distance of 552.78 feet to the Northwest Corner of said Lot 5; thence S 89°52'59" E along the North boundary line of said Lot 5 a distance of 1064.06 feet to the True Point of Beginning, containing 16.94 acres as described.

PARCEL 1

Authored by:

Max E. Morris

Q.E.D. Surveying Systems

1018 Colorado Ave.

Grand Junction, Colorado 81501

9/2/96

Exempt from Subdivision Regulation, County of Mesa, State of Colorado, is approved this 30th day of October, 1996.

By KFSchminke
For Mesa County Board of Commissioners

Exhibit "A"

A parcel of land being a part of Lot 5 of the Resurvey of Section 32, Township 12 South, Range 97 West of the Sixth Principal meridian, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Beginning at a point on the East boundary line of said Lot 5 from whence the Northeast Corner of said Lot 5 bears N00°29'36"W a distance of 757.61 feet, and considering the North line of Tract 43 of Section 32, T12S, R97W of the 6th P.M., to bear N90°00'00"E and all other bearings contained herein to be relative thereto;

thence S00°29'36" E along the East boundary line of said Lot 5 a distance of 211.48 feet to the North right-of-way line for Purdy Mesa Road;

thence S85°05'45"W along the North right-of-way line of Purdy Mesa Road a distance of 736.99 feet;

thence S84°55'15"W along the North right-of-way line of Purdy Mesa Road a distance of 339.97 feet to the West boundary line of said Lot 5;

thence N00°01'41"E along the West boundary line of said Lot 5 a distance of 511.55 feet to a point on the Southerly right-of-way line for the Juniata Ditch;

thence along the Southerly right-of-way line for the Juniata Ditch the following eleven (11) courses and distances:

1. S79°07'32"E a distance of 140.71 feet;
2. S74°09'38"E a distance of 109.43 feet;
3. S83°14'47"E a distance of 67.75 feet;
4. 107.44 feet along the arc of a curve to the right having a radius of 300.00 feet, a central angle of 20°31'11", and a long chord bearing S72°59'11"E a distance of 106.87 feet;
5. S62°43'36"E a distance of 122.11 feet;
6. S63°49'17"E a distance of 76.07 feet;
7. S79°28'38"E a distance of 65.21 feet;
8. S60°41'08"E a distance of 44.95 feet;
9. 190.88 feet along the arc of a curve to the left having a radius of 221.00 feet, a central angle of 49°29'09", and a long chord bearing S85°25'43"E a distance of 185.00 feet;
10. 90.35 feet along the arc of a curve to the right having a radius of 324.94 feet, a central angle of 15°55'53", and a long chord bearing N77°47'38"E a distance of 90.06 feet;
11. N85°45'35"E a distance of 105.66 feet to the True Point of Beginning, containing 8.00 acres as described.

Exempt from Subdivision Regulation, County of Mesa, State of Colorado, is approved this 30th day of October, 1996.

By K Schminke
For Mesa County Board of Commissioners

PARCEL 5

Authored by:

Max E. Morris

Q.E.D. Surveying Systems

1018 Colorado Ave.

Grand Junction, Colorado 81501

9/2/96

Exhibit "A"

A parcel of land being a part of Lot 4 of Tract 42 situated in the SW 1/4 of the NW 1/4 of Section 32, Township 12 South, Range 97 West of the Sixth Principal meridian, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Commencing at the Northeast Corner of Lot 4 of Tract 42 in said Section 32, from whence the North 1/4 Corners of said Section 32 bears S89°52'59"E a distance of 1064.06 feet and N00°29'36"W a distance of 1337.78 feet, considering the North line of Tract 43 of Section 32, T12S, R97W of the 6th P.M. to bear N90°00'00"E and all other bearings contained herein being relative thereto; thence S00°01'41"W along the East boundary line of said Lot 4 a distance of 552.78 feet to the True Point of Beginning of the parcel herein described;

thence S00°01'41"W along the East boundary line of said Lot 4 a distance of 511.55 feet to the North right-of-way line for Purdy Mesa Road;

thence S84°55'15"W along the North right-of-way for Purdy Mesa Road a distance of 414.56 feet;

thence 196.36 feet along the arc of a curve to the left having a radius of 1263.00 feet, a central angle of 08°54'28", and a long chord bearing S80°28'01"W a distance of 196.16 to the South boundary line of said Lot 4;

thence S90°00'00"W along the South boundary line of said Lot 4 a distance of 271.33 feet;

thence N19°01'40"W a distance of 369.27 feet to a point which is 125.00 feet Easterly of the center line of the Juniata Ditch, as measured perpendicularly;

thence along a line which is 125.00 feet Easterly of and parallel with the center line of said Juniata Ditch the following four (4) courses and distances:

1. N29°57'21"W a distance of 192.19 feet;
2. 30.59 feet along the arc of a curve to the right having a radius of 38.00 feet, a central angle of 46°06'57", and a long chord bearing N06°53'52"W a distance of 29.77 feet;
3. N16°09'36"E a distance of 92.83 feet;
4. 52.84 feet along the arc of a curve to the left having a radius of 206.82 feet, a central angle of 14°38'22", and a long chord bearing N08°50'25"E a distance of 52.70 feet;

thence leaving said parallel line, N89°29'09"E a distance of 828.45 feet to a point which is 40.0 feet Southwesterly of the center line of the Juniata Ditch, as measured perpendicularly;

thence along a line which is 40.00 feet Southwesterly of and parallel with the center line of said Juniata Ditch the following two (2) courses and distances:

1. 189.18 feet along the arc of a non-tangent curve to the left having a radius of 374.00 feet, a central angle of 28°58'53", and a long chord bearing S 60°11'22" E a distance of 187.17 feet;
2. S 74°40'49" E a distance of 75.83 feet to the True Point of Beginning, containing 14.92 acres as described.

PARCEL 7
 Authored by:
 Max E. Morris
 Q.E.D. Surveying Systems
 1018 Colorado Ave.
 Grand Junction, Colorado 81501
 9/2/96

Exempt from Subdivision Regulation, County of
 Mesa, State of Colorado, is approved this 30th
 day of October, 1996.

By K. Schminke
 For Mesa County Board of Commissioners

Exhibit "A"

A parcel of land situated in Lot 6 of the Resurvey of Section 32, Township 12, South, Range 97 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, being described as follows:

Beginning at a point on the North right-of-way line for Purdy Mesa Road being 183.74 feet N00°06'17"E of Corner 1 of Tract 43, Section 32, Township 12 South, Range 97 West, 6th P.M., and considering the North line of Tract 43, Section 32, Township 12 South, Range 97 West, 6th P.M. to bear N90°00'00"E and all bearings contained herein to be relative thereto;

thence S85°05'45"W 250.83 feet along the North right-of-way line for Purdy Mesa Road to the intersection with the West line of Lot 6, Sec. 32, T12S, R97W, 6th P.M.;

thence N00°29'36"W 211.48 feet along the West line of Lot 6, Sec. 32, T12S, R97W, 6th P.M. to the intersection with the Southerly right-of-way line for the Juniata Ditch;

thence along the Southerly right-of-way line for the Juniata Ditch the following four (4) courses and distances:

1. N65°46'55"E 76.96 feet
2. N72°59'39"E 75.43 feet
3. N89°05'21"E 33.06 feet
4. S70°59'24"E 81.19 feet

thence leaving the Southerly right-of-way line S00°06'17"W 217.74 feet to the Point of Beginning, containing 1.37 Acres as described.

PARCEL 2
 Authored by:
 Max E. Morris
 Q.E.D. Surveying Systems
 1018 Colorado Ave.
 Grand Junction, Colorado 81501
 9/2/96

Exempt from Subdivision Regulation, County of Mesa, State of Colorado, is approved this 30th day of October, 1996.
 By K. Schminke
 For Mesa County Board of Commissioners

Exhibit "A"

A parcel of land situated in Lot 6 of the Resurvey of Section 32, Township 12, South, Range 97 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, being described as follows:

Beginning at a point on the South right-of-way line for Purdy Mesa Road being 123.51 feet N00°06'17"E of Corner 1 of Tract 43, Section 32, Township 12 South, Range 97 West, 6th P.M., and considering the North line of Tract 43, Section 32, Township 12 South, Range 97 West, 6th P.M. to bear N90°00'00"E and all bearings contained herein to be relative thereto;

thence S85°05'45"W 250.20 feet along the South right-of-way line for Purdy Mesa Road to the intersection with the West line of Lot 6, Sec. 32, T12S, R97W, 6th P.M.;

thence S00°29'36"E 102.12 feet along the West line of Lot 6, Sec. 32, T12S, R97W, 6th P.M. to the intersection with the Northerly line of Tract 43, Section 32, T12S, R97W, 6th P.M.;

thence N90°00'00"E 248.18 feet along the North line of Tract 43 to Corner No. 1 of Tract 43, Sec. 32, T12S, R97W, 6th P.M.; thence N00°06'17"E 123.51 feet to the Point of Beginning, containing 0.64 Acres as described.

Exempt from Subdivision Regulation, County of Mesa, State of Colorado, is approved this 30th day of October, 1996.

PARCEL 3
Authored by:
Max E. Morris
Q.E.D. Surveying Systems
1018 Colorado Ave.
Grand Junction, Colorado 81501
9/2/96

By K. Schmirer
For Mesa County Board of Commissioners

Exhibit "A"

A parcel of land being a part of Tract 43 situated in Section 32, Township 12 South, Range 97 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Beginning at a point which is the intersection of the West boundary line of said Tract 43 with the Southerly right-of-way line for Purdy Mesa Road, from whence Corner No. 2 of said Tract 43 bears N00°05'03"W a distance of 381.94 feet and considering the North boundary line of Tract 43 of Section 32, T12S, R97W of the 6th P.M., to bear N90°00'00"E and all other bearings contained herein to be relative thereto;

thence along the Southerly right-of-way line for Purdy Mesa Road the following two (2) courses and distances:

- 1. N61°59'02"E a distance of 23.04 feet;
- 2. N64°21'24"E a distance of 517.70 feet;

thence leaving said right-of-way line, S00°00'00"W a distance of 563.97 feet;

thence N90°00'00"W a distance of 486.56 feet to a point on the West boundary line of said Tract 43;

thence N00°05'03"W along the West boundary line of said Tract 43 a distance of 329.11 feet of the True Point of Beginning, containing 5.00 acres as described.

PARCEL 11
 Authored by:
 Max E. Morris
 Q.E.D. Surveying Systems
 1018 Colorado Ave.
 Grand Junction, Colorado 81501
 9/2/96

Exempt from Subdivision Regulation, County of
 Mesa, State of Colorado, is approved this 30th
 day of October, 1996.
 By [Signature]
 For Mesa County Board of Commissioners

Exhibit "A"

A parcel of land being a part of Tract 43 situated in Section 32, Township 12 South, Range 97 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Commencing at a point on the West boundary line of said Tract 43 from whence Corner no. 2 of said Tract 43 bears N00°05'03"W a distance of 711.05 feet and considering the North boundary line of Tract 43 of Section 32, T12S, R97W of the 6th P.M., to bear N90°00'00"E and all other bearings contained herein to be relative thereto; thence S90°00'00"E a distance of 486.56 feet; thence N00 00'00"E a distance of 191.60 feet to the True Point of Beginning;

thence N00°00'00"E a distance of 372.37 feet to a point on the Southerly right-of-way line for Purdy Mesa Road;

thence along the Southerly right-of-way line for Purdy Mesa Road the following three (3) courses and distances:

1. N64°21'24"E a distance of 13.92 feet;
2. 431.77 feet along the arc of a curve to the right having a radius of 1203.00 feet, a central angle of 20°33'51", and a long chord bearing N74°38'19"E a distance of 429.46 feet;
3. N84°55'15"E a distance of 56.42 feet;

thence leaving said right-of-way line, S00°00'00"E a distance of 497.15 feet;

thence N90°00'00"W a distance of 482.86 feet to the True Point of Beginning, containing 5.01 acres as described.

PARCEL 12
 Authored by:
 Max E. Morris
 Q.E.D. Surveying Systems
 1018 Colorado Ave.
 Grand Junction, Colorado 81501
 9/2/96

Exempt from Subdivision Regulation, County of
 Mesa, State of Colorado, is approved this 30th
 day of October, 1996.
 By K. Schminke
 For Mesa County Board of Commissioners

Exhibit "A"

A parcel of land being a part of Tract 43 situated in Section 32, Township 12 South, Range 97 West of the Sixth Principal meridian, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Commencing at the Mesa County Brass Cap set for the West 1/4 Corner of said Section 32; thence N 00°20'59"E along the West line of the NW 1/4 of said Section 32 a distance of 182.92 feet and considering the North boundary line of Tract 43 of Section 32, T12S, R97W of the 6th P.M., to bear N90°00'00"E and all other bearings contained herein to be relative thereto; thence N90°00'00"E a distance of 246.88 feet to Corner No. 2 of said Tract 43 and the True Point of Beginning;

thence N90°00'00"E along the North boundary line of said Tract 43 a distance of 715.51 feet to a point on the Northerly right-of-way line for Purdy Mesa Road;

thence along the Northerly right-of-way line for Purdy Mesa Road the following two (2) courses and distances:

1. 256.95 feet along the arc of a non-tangent curve to the left having a radius of 1263.00 feet, a central angle of 11°39'23", and a long chord bearing S70°11'06"W a distance of 256.51 feet;
2. S64°21'24"W a distance of 525.49 feet to the intersection of the Northerly right-of-way line for Purdy Mesa Road with the West boundary line of said Tract 43;

thence N00°05'03"W along the West boundary line of said Tract 43 a distance of 314.37 feet to the True Point of Beginning, containing 2.40 acres as described.

PARCEL 9
 Authored by:
 Max E. Morris
 Q.E.D. Surveying Systems
 1018 Colorado Ave.
 Grand Junction, Colorado 81501
 9/2/96

Exempt from Subdivision Regulation, County of Mesa, State of Colorado, is approved this 30th day of October, 1996.
 By J. Schminke
 For Mesa County Board of Commissioners

Exhibit "A"

A parcel of land situated in Lot 6 of the Resurvey of Section 32, Township 12, South, Range 97 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, being described as follows:

Beginning at Corner 1 of Tract 43, Section 32, Township 12 South, Range 97 West, 6th P.M., and considering the North boundary line of Tract 43, Section 32, Township 12 South, Range 97 West, 6th P.M. to bear N90°00'00"E and all bearings contained herein to be relative thereto;

thence S00°06'17"W 2629.00 feet along the East line of Tract 43 to Corner 6 of Tract 43, Section 32, T12S, R97W, 6th P.M.;

thence N89°55'02"W 220.74 feet along the South line of Tract 43 to the S1/4 Section 32, T12S, R97W, 6th P.M.;

thence S89°47'18"W 1097.64 feet along the South line of Tract 43 to Corner 5 of Tract 43, Sec. 32, T12S, R97W, 6th P.M.;

thence N89°40'10"W 1317.38 feet along the South line of Tract 44 to Corner 3 of Tract 44, Sec. 32, T12S, R97W, 6th P.M.;

thence N00°05'03"W 1308.27 feet along the West line of Tract 44 to Corner 2 of Tract 44, Sec. 32, T12S, R97W, 6th P.M.;

thence N00°05'03"W 605.82 feet along the West line of Tract 43;

thence N90°00'00"E 486.56 feet;

thence N00°00'00"E 191.60 feet;

thence N90°00'00"E 482.86 feet;

thence N00°00'00"E 497.15 feet to the intersection with the South right-of-way line for Purdy Mesa Road;

thence along the South right-of-way line for Purdy Mesa Road the following four (4) courses and distances:

1. N84°55'15"E 251.70 feet to the intersection with the North line of Tract 43, Section 32;

2. N84°55'15"E 101.09 feet to the intersection with the West line of Lot 5, Section 32, T12S, R97W, 6th P.M.;

3. N84°55'15"E 345.24 feet;

4. N85°05'45"E 732.27 feet to the intersection with the West line of Lot 6, Sec. 32;

thence S00°29'36"E 102.12 feet to the SW Corner of Lot 6, Sec. 32, T12S, R97W, 6th P.M.;

thence N90°00'00"E 248.18 feet to the Point of Beginning, containing 146.99 Acres as described.

PARCEL 13
 Authored by:
 Max E. Morris
 Q.E.D. Surveying Systems
 1018 Colorado Ave.
 Grand Junction, Colorado 81501
 9/2/96

Exempt from Subdivision Regulation, County of Mesa, State of Colorado, is approved this 30th day of October, 1996.

By K. Schmeiche
 For Mesa County Board of Commissioners

AGREEMENT TO AMEND/EXTEND CONTRACT

March 29, 1995

Re: Contract to Exchange Real Estate dated February 6, 1995, between the City of Grand Junction, a Colorado home rule municipality ("the City"), and Esther L. Mash as surviving Trustee of the Lawrence D. Mash and Esther L. Mash Trust ("Mash"), relating to the exchange of the following described real estate, to wit:

City to Mash: Approximately 18 acres situated in and being a part of Lot 4, Tract 42 of the Resurvey of Section 32, Township 12 South, Range 97 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, as shown on Exhibit "A" attached hereto and incorporated herein by reference;

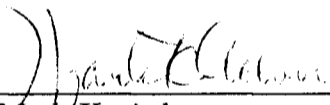
Mash to City: Approximately 18 acres situated in and being a part of Lot 5 of the Resurvey of Section 32, Township 12 South, Range 97 West of the Sixth Principal Meridian, County of Mesa, State of Colorado, as shown on Exhibit "A" attached hereto and incorporated herein by reference.

The City and Mash hereby agree to amend the aforesaid contract as follows:

1. The date for closing and delivery of deed is changed to May 1, 1995, or, by mutual agreement, at an earlier date. Pursuant to paragraph 11 of said contract, possession of the properties shall be delivered to each party concurrently with the transfer of title on the date of closing.

All other terms and conditions of said contract shall remain the same.

The City of Grand Junction, a
Colorado home rule municipality

 3/29/95
 Mark K. Achen, Date
 City Manager

The Lawrence D. Mash & Esther L. Mash
Trust

 3/29/95
 Esther L. Mash, Date
 Surviving Trustee