

HTH08PSI

TYPE OF RECORD:

PERMANENT

CATEGORY OF RECORD:

DEED (WARRANTY)

NAME OF PROPERTY OWNER  
OR GRANTOR OR GRANTEE:

HAL HEATH

PURPOSE:

PUBLIC SAFETY INITIATIVE

ADDRESS:

723 AND 727 UTE AVENUE

PARCEL NO:

2945-144-32-006, 2945-144-32-007

CITY DEPARTMENT:

PUBLIC WORKS AND PLANNING

YEAR:

2008

EXPIRATION DATE:

NONE

DESTRUCTION DATE:

NONE

**WARRANTY DEED**

921903

**Hal Heath**, whose address is 605 25 Road, Unit 100, Grand Junction, CO 81505, Grantor for and in consideration of the sum of Three Hundred Fifty Nine Thousand Nine Hundred and 00/100 Dollars (\$359,900.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the following described real property in the County of Mesa, State of Colorado, to wit:

Lot 11 and the West Half of Lot 12, Block 137, City of Grand Junction, Mesa County, Colorado.

and also

The East Half of Lot 12 and all of Lot 13, Block 137, City of Grand Junction, Mesa County, Colorado

Commonly known as 723 & 727 Ute Ave, Grand Junction, CO 81501

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenants that he will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 17<sup>th</sup> day of July, 2008.

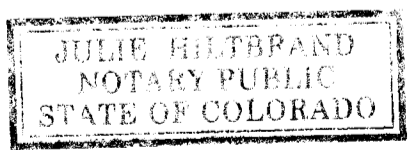
[Signature]  
Hal Heath

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2008, by Hal Heath.

My commission expires: 8-12-09

Witness my hand and official seal.



[Signature]  
Notary Public

\$359,900

WARRANTY DEED

Hal Heath, whose address is 605 25 Road, Unit 100, Grand Junction, CO 81505, Grantor for and in consideration of the sum of Three Hundred Twenty Nine Thousand and 00/100 Dollars (~~\$329,000.00~~), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the following described real property in the County of Mesa, State of Colorado, to wit:

Lot 11 and the West Half of Lot 12, Block 137, City of Grand Junction, Mesa County, Colorado.

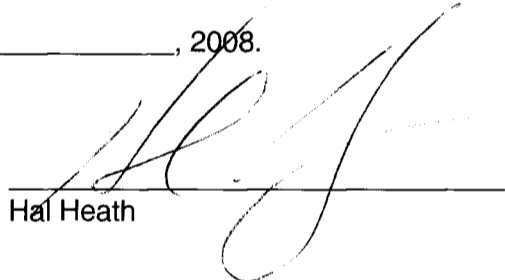
and also

The East Half of Lot 12 and all of Lot 13, Block 137, City of Grand Junction, Mesa County, Colorado

Commonly known as 723 & 727 Ute Ave, Grand Junction, CO 81501

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenants that he will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

  
\_\_\_\_\_  
Hal Heath

State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Hal Heath.

My commission expires: \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**Contract to Buy & Sell Real Estate**

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

3  
4 Date: 6/2, 2008

5  
6 **1. AGREEMENT.** Buyer agrees to buy and the undersigned Seller agrees to sell  
7 the Property defined below on the terms and conditions set forth in this Contract.

8  
9 **2. DEFINED TERMS.**

10  
11 **a. Buyer.** Buyer will take title to the real property described below as **The**  
12 **City of Grand Junction, a Colorado home rule municipality.**

13  
14 **b. Seller. Hal Heath.**

15  
16 **c. Property.** The Property is the following legally described real estate:

17  
18 **2945-144-32-006:** Lot 11 and the West Half of Lot 12, Block 137, City of Grand Junction  
19 Mesa County, Colorado.

20  
21 And also

22  
23 **2945-144-32-007:** East Half of Lot 12 and all of Lot 13, Block 137, City of Grand  
24 Junction, Mesa County, Colorado.

25  
26 Commonly known as 723 & 727 Ute Ave, Grand Junction, CO 81501.

27  
28 Each of the foregoing Parcels shall be conveyed to Buyer together with all of the  
29 interests, easements, rights, benefits and privileges appurtenant thereto.

30  
31 **d. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§5	Title Deadline	June 6, 2008
2	§6a.	Title Objection Deadline	June 13, 2008
3	§6b.	Off-Record Matters Deadline	June 6, 2008
4	§6b.	Off-Record Matters Objection Deadline	June 13, 2008
5	§7	Seller's Property Disclosure Deadline	May 28, 2008
6	§7b.	Inspection Objection Deadline	June 20, 2008
7	§7c.	Resolution Deadline	June 27, 2008
8	§21b.	City Council Ratification Deadline	July 2, 2008
9	§8	<b>Closing Date</b>	July 7, 2008
10	§13	Possession Date	July 7, 2008
11	§13	Possession Time	5:00 p.m. M.S.T.
12	§25	<b>Acceptance Deadline Date</b>	<del>May 27, 2008</del>
13	§25	<b>Acceptance Deadline Time</b>	2:00 p.m. M.S.T.

6/3/08  
HL

33  
34 **e. Attachments.** The following exhibits, attachments and addenda are a  
35 part of this contract: **Attachment "A": Seller's Property Disclosure and**  
36 **Attachment "B": Warranty Deed**

37  
38 **f. Applicability of Terms.** A check or similar mark in a box means that  
39 such provision is applicable. The abbreviation "N/A" means not applicable.

40  
41 **3. INCLUSIONS AND EXCLUSIONS.**

42  
43 **a.** The purchase price includes the following items ("Inclusions"):

44 **(1) Fixtures.** None.  
45

- 46       **b. Instruments of Transfer.** The Inclusions are to be conveyed at Closing  
 47 free and clear of all taxes, liens and encumbrances.  
 48  
 49       **c. Exclusions.** The following attached fixtures are excluded from this sale:  
 50 **N/A**

51  
 52 **4. PURCHASE PRICE AND TERMS.** The Purchase Price set forth below shall be  
 53 payable in U.S. Dollars by Buyer as follows:  
 54

359,900 H/L

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	<del>\$ 329,000.00</del>	
2	§ 4a	Earnest Money		\$ 10,000.00
3	§ 4b	Cash at Closing		<del>\$ 319,000.00</del>
4		TOTAL	<del>\$ 329,000.00</del>	<del>\$ 329,000.00</del>
			359,900	359,900

H/L  
349,900

55  
 56  
 57       **a. Earnest Money.** The Earnest Money set forth in this Section, in the form  
 58 of Buyer's check, is part payment of the Purchase Price and shall be payable to  
 59 and held by Abstract & Title Company of Mesa County Inc. ("Closing Company"),  
 60 in its trust account, on behalf of both Seller and Buyer. The parties authorize  
 61 delivery of the Earnest Money to the Closing Company at or before closing  
 62

63       **b. Cash at Closing.** All amounts paid by Buyer at Closing including Cash at  
 64 Closing, plus Buyer's closing costs, shall be in funds which comply with all  
 65 applicable Colorado laws, which include Buyer's check, cash, electronic transfer  
 66 funds, certified check, savings and loan teller's check and cashier's check ("Good  
 67 Funds").  
 68

69 **5. EVIDENCE OF TITLE.** On or before **Title Deadline** (§2d, Item 1), Seller shall  
 70 cause to be furnished to Buyer's City Attorney with a copy to Buyer's City Real Estate  
 71 Manager, at Seller's expense, a current commitment for owner's title insurance policy  
 72 ("Title Commitment") in an amount equal to the Purchase Price, together with true and  
 73 legible copies of all instruments referred to therein, including, but not limited to, true and  
 74 legible copies of any plats, declarations, covenants, conditions and restrictions  
 75 describing, affecting or burdening the Property and true and legible copies of any other  
 76 documents listed in the schedule of exceptions ("Exceptions"). Seller shall have the  
 77 obligation to furnish the documents pursuant to this subsection without any request or  
 78 demand by Buyer. The Title Commitment together with copies of such documents  
 79 furnished pursuant to this Section shall constitute the title documents ("Title  
 80 Documents"). The Title Commitment shall commit to delete or insure over the standard  
 81 exceptions which relate to:

- 82       **(1)** parties in possession,  
 83       **(2)** unrecorded easements,  
 84       **(3)** survey matters  
 85       **(4)** any unrecorded mechanics' liens,  
 86       **(5)** unpaid taxes, assessments and unredeemed tax sales prior to year of  
 87 Closing, and  
 88       **(6)** gap period (effective date of the Title Commitment to the date the deed is  
 89 recorded).  
 90  
 91

92       Any additional premium expense to obtain this additional coverage shall be paid  
 93 by Seller. Seller shall cause the title insurance policy to be delivered to Buyer as soon  
 94 as practicable, at or after Closing.  
 95

96 **6. TITLE.**  
 97

98 **a. Title Review.** Buyer shall have the right to inspect the Title Documents.  
99 Written notice by Buyer to Seller of unmerchantability of title or of any other  
100 unsatisfactory condition shown by the Title Documents shall be signed by or on  
101 behalf of Buyer and given to Seller on or before the **Title Objection Deadline**  
102 (§2d, Item 2), or within five (5) business days after receipt by Buyer of any Title  
103 Document(s) or endorsement(s) adding new Exception(s) to the Title  
104 Commitment together with a copy of the Title Document(s) adding new  
105 Exception(s) to title, whichever is later. If Buyer does not mail its notice by the  
106 date(s) specified above, Buyer shall be deemed to have accepted as satisfactory  
107 the condition of title as disclosed by the Title Documents.  
108

109 **b. Matters not Shown by the Public Records.** Seller shall deliver to Buyer,  
110 on or before the **Off-Record Matters Deadline** (§2d, Item 3), true copies of all  
111 lease(s) and survey(s) in Seller's possession pertaining to the Property and shall  
112 disclose to Buyer all easements, liens or other title matters not shown by the  
113 public records of which Seller has actual knowledge. Buyer shall have the right  
114 to inspect the Property to determine if any third party(ies) has any right in the  
115 Property not shown by the public records (such as an unrecorded easement,  
116 unrecorded lease, or boundary line discrepancy). Written notice of any  
117 unsatisfactory condition(s) disclosed by Seller or revealed by such inspection  
118 shall be signed by or on behalf of Buyer and mailed to Seller on or before the  
119 **Off-Record Matters Objection Deadline** (§2d, Item 4). If Buyer does not mail  
120 Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of  
121 third parties of which Buyer has actual knowledge.  
122

123 **c. Right to Cure.** If Seller receives notice of unmerchantability of title or any  
124 other unsatisfactory title condition(s) or commitment terms as provided in §6a or  
125 §6b above, Seller shall use reasonable efforts to correct said items and bear any  
126 nominal expenses to correct the same prior to Closing. If such unsatisfactory title  
127 condition(s) are not corrected on or before Closing, this contract shall then  
128 terminate; provided, however, Buyer may, by written notice given to Seller, on or  
129 before Closing, waive objection to such items.  
130

131 **7. PROPERTY DISCLOSURE AND INSPECTION.** On or before **Seller's Property**  
132 **Disclosure Deadline** (§2d, Item 5), Seller shall complete and return to Buyer the  
133 attached **Seller's Property Disclosure (Attachment "A")**, providing a written  
134 disclosure of adverse matters regarding the Property completed by Seller to the best of  
135 Seller's current actual knowledge.  
136

137 **a. Inspection.** Buyer shall have the right, at Buyer's expense, to conduct  
138 inspections of the physical condition of the Property and Inclusions  
139 ("Inspections"); prior to closing. The Inspections may include, but not be limited  
140 to, boundary surveys, engineering surveys, soils samples and surveys and  
141 environmental surveys. Buyer is responsible for payment of all inspections,  
142 surveys, engineering reports, environmental reports or for any other work  
143 performed at Buyer's request and shall pay for any damage which occurs to the  
144 Property and Inclusions as a result of such activities if Closing does not occur as  
145 provided herein. If Buyer does not close as provided for herein, Buyer shall not  
146 permit claims or liens of any kind against the Property for inspections, surveys,  
147 engineering reports, environmental reports and for any other work performed on  
148 the Property at Buyer's request. The provisions of this subsection shall survive  
149 the termination of this Contract.  
150

151 **b. Inspection Objection Deadline.** If the physical condition of the Property  
152 or Inclusions is unsatisfactory as determined by Buyer's sole and subjective  
153 discretion, Buyer shall, on or before the **Inspection Objection Deadline** (§2d,  
154 Item 6), either:  
155

156 (1) notify Seller in writing that this Contract is terminated, in which case all  
157 payments and things of value received hereunder shall be returned to  
158 Buyer, or  
159

160 (2) provide Seller with a written description of any unsatisfactory physical  
161 condition(s) which Buyer requires Seller to correct at no cost or expense  
162 to Buyer ("Notice to Correct"), on or before the **Resolution Deadline** (§2d,  
163 Item 7).

164  
165 If written notice is not mailed to Seller on or before the **Inspection**  
166 **Objection Deadline** (§2d, Item 6), the physical condition of the Property  
167 and Inclusions shall be deemed to be satisfactory to Buyer.

168  
169 **c. Resolution Deadline.** If a Notice to Correct is timely mailed to Seller and  
170 if Buyer and Seller have not agreed in writing to a settlement thereof on or before  
171 the **Resolution Deadline** (§2d, Item 7) excluding the post-closing  
172 inspection(s); this Contract shall terminate and all payments and things of value  
173 received hereunder shall be returned to Buyer, unless before such termination  
174 Seller receives Buyer's written withdrawal of the Notice to Correct.

175  
176 **8. CLOSING.** Delivery of deed from Seller to Buyer shall be on the date specified  
177 as the **Closing Date** (§2d, Item 9) or by mutual agreement at an earlier date ("Closing").  
178 The hour and place of Closing shall be as designated by mutual agreement between  
179 Seller and Buyer at Abstract & Title Company of Mesa County, Inc.

180  
181 **9. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required  
182 herein and compliance by Buyer with the other terms and provisions hereof, Seller shall  
183 execute and deliver a good and sufficient General Warranty Deed to Buyer  
184 (**Attachment "B"**), at Closing, conveying the Property free and clear of all taxes except  
185 the general taxes for the year of Closing, all leases, all tenancies and all leasehold  
186 interests. Except as provided herein, title shall be conveyed free and clear of all liens,  
187 including any governmental liens for special improvements installed as of the date of  
188 Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

189  
190 **a.** those specific Exceptions described by reference to recorded documents  
191 as reflected in the Title Documents accepted by Buyer in accordance with §6a  
192 [Title Review];

193  
194 **b.** those specifically described rights of third parties not shown by the public  
195 records of which Buyer has actual knowledge and which were accepted by Buyer  
196 in accordance with §6b [Matters not Shown by the Public Records]; and

197  
198 **c.** no others.

199  
200 **10. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall  
201 be paid at or before Closing from the proceeds of this transaction or from any other  
202 source.

203  
204 **11. CLOSING COSTS; DOCUMENTS AND SERVICES.** Buyer and Seller shall pay,  
205 in Good Funds, their respective Closing costs and all other items required to be paid at  
206 Closing, except as otherwise provided herein. Buyer and Seller shall sign and complete  
207 all customary or reasonably required documents at or before Closing. Fees for real  
208 estate closing services shall be paid at Closing by One-Half by Buyer and One-Half by  
209 Seller. Any sales and use tax that may accrue because of this transaction shall be paid  
210 when due by Seller.

211  
212 **12. PRORATIONS.** The following shall be prorated to the **Closing Date** (§2d, Item  
213 9), except as otherwise provided:

214  
215 **a. Personal Property Taxes.** Personal property taxes, if any, shall be paid  
216 by Seller;

217  
218 **b. General Real Estate Taxes.** General real estate taxes shall be prorated  
219 to the Closing Date based on the most recent mill levy and the most recent  
220 assessment;

222 c. **Utilities and Other Services.** Seller shall pay for all fees and charges for  
223 all utilities and services which have accrued as of the Closing Date. Buyer shall  
224 be responsible for all utilities fees and services which accrue thereafter.

225  
226 d. **Final Settlement.** Unless otherwise agreed in writing, these prorations  
227 shall be final.

228  
229 **13. POSSESSION.** Possession of the Property shall be delivered to Buyer on  
230 **Possession Date** (§2d, Item 10) and **Possession Time** (§2d, Item 11), free and clear  
231 of any and all leases and tenancies. If Seller, after Closing, fails to deliver possession  
232 as specified Seller shall be subject to eviction and shall be additionally liable to Buyer  
233 for payment of \$100.00 per day from the Possession Date until possession is delivered.

234  
235 **14. NOT ASSIGNABLE.** This Contract shall not be assignable by Buyer without  
236 Seller's prior written consent. Except as so restricted, this Contract shall inure to the  
237 benefit of and be binding upon the heirs, personal representatives, successors and  
238 assigns of both parties.

239  
240 **15. CONDITION OF AND DAMAGE TO THE PROPERTY AND INCLUSIONS.**  
241 Except as otherwise provided in this Contract, both the Property and the Inclusions shall  
242 be delivered in the condition existing as of the date of this Contract, ordinary wear and  
243 tear excepted.

244  
245 **16. LEGAL AND TAX COUNSEL; AMBIGUITIES.** (a) Buyer and Seller have each  
246 obtained the advise of its/their own legal and tax counsel regarding this Contract or has  
247 knowingly declined to do so. (b) The parties agree that the rule of construing  
248 ambiguities against the drafter shall have no application to this Contract.

249  
250 **17. TIME OF THE ESSENCE/REMEDIES.** Time is of the essence hereof. If any  
251 note or check received as Earnest Money hereunder or any other payment due  
252 hereunder is not paid, honored or tendered when due, or if any other obligation  
253 hereunder is not performed or waived as herein provided, there shall be the following  
254 remedies:

255  
256 a. **If Buyer is in Default,** the Earnest Money shall be paid to Seller and both  
257 parties shall thereafter be released from all obligations hereunder, except for the  
258 duties created by §7a. It is agreed that the Earnest Money is LIQUIDATED  
259 DAMAGES and is SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to  
260 perform the obligations of this Contract. Seller expressly waives the remedies of  
261 specific performance and additional damages.

262  
263 b. **If Seller is in Default,** Buyer may elect to treat this Contract as canceled  
264 in which case all payments and things of value received hereunder shall be  
265 returned to Buyer and Buyer may: either recover such damages as may be  
266 proper, or Buyer may elect to treat this Contract as being in full force and effect  
267 and Buyer shall have the right to specific performance of damages, or both.

268  
269 c. **Costs and Expenses.** In the event of any arbitration or litigation relating  
270 to this Contract, each party shall share the costs of such arbitrator but otherwise  
271 all reasonable costs and expenses, including reasonable attorney fees, shall be  
272 paid by each respective party.

273  
274 **18. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing,  
275 and is not resolved, the parties shall first proceed in good faith to submit the matter to  
276 mediation. Mediation is a process in which the parties meet with an impartial person  
277 who helps to resolve the dispute informally and confidentially. Mediators cannot impose  
278 binding decisions. The parties to the dispute must agree before any settlement is  
279 binding. The parties will jointly appoint an acceptable mediator and will share equally in  
280 the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in  
281 the event the entire dispute is not resolved thirty (30) calendar days from the date  
282 written notice requesting mediation is sent by one party to the other. This section shall  
283 not alter any date in this Contract, unless otherwise agreed in writing.



284 **19. EARNEST MONEY DISPUTE.** Notwithstanding any termination of this Contract,  
285 Buyer and Seller agree that, in the event of any controversy regarding the Earnest  
286 Money and things of value held by Closing Agent (unless mutual written instructions are  
287 received by the holder of the Earnest Money and things of value), Closing Agent shall  
288 not be required to take any action but may await any proceeding, or at Closing Agent's  
289 option and sole discretion, may interplead all parties and deposit any moneys or things  
290 of value into the District Court of Mesa County, Colorado.

291  
292 **20. TERMINATION.** In the event this Contract is terminated, all payments and things  
293 of value received hereunder shall be returned and the parties shall be relieved of all  
294 obligations hereunder, subject to §7a (Inspection Costs), §17b (If Seller is in Default),  
295 §18 (Mediation), and §19 (Earnest Money Dispute).

296  
297 **21. ADDITIONAL PROVISIONS.**

298  
299 **a. Purchase in Lieu of Condemnation.** Buyer is a governmental authority  
300 and has determined that the purchase of the Property is necessary for the health,  
301 safety and welfare of the inhabitants of the City of Grand Junction; therefore,  
302 Buyer has the authority, pursuant to the laws of the State of Colorado, to acquire  
303 the Property through condemnation proceedings by exercising its power of  
304 eminent domain. Notwithstanding the preceding statements, Buyer desires to  
305 purchase the subject property through friendly negotiations and thereby avoid  
306 condemnation proceedings.

307  
308 **b. City Council Consent.** The execution of this Contract by the City  
309 Manager of the City of Grand Junction and Buyer's obligation to proceed under  
310 its terms and conditions is expressly conditioned upon and subject to the formal  
311 ratification, confirmation and consent of the Grand Junction City Council with  
312 regards to: (1) the terms, covenants, conditions, duties and obligations to be  
313 performed by Buyer in accordance with this Contract, and (2) the allocation of  
314 funds to pay the Purchase Price and all other costs and expenses necessary to  
315 perform Buyer's due diligence inspections of the Property. In the event such  
316 ratification, confirmation and consent is not obtained on or before the **City**  
317 **Council Ratification Deadline** (§2d, Item 8), this Contract shall automatically  
318 terminate, both parties shall thereafter be released from all obligations hereunder  
319 and the Earnest Money received hereunder shall be returned to Buyer.

320  
321 **c. No Fees or Commissions.** Buyer and Seller each warrant that no person  
322 or selling agency has been employed or retained to solicit or secure this Contract upon  
323 any agreement or understanding for a commission, percentage, brokerage or contingent  
324 fee. Each party agrees to defend, indemnify and hold the other party harmless from any  
325 claim for real estate brokerage commissions or finder's fees arising out of this Contract.

326  
327 **d. Instrument of Transfer.** Buyer and Seller each agree that title to the  
328 Property will be conveyed from Seller to Buyer in the exact form of the General  
329 Warranty Deed attached hereto as **Attachment "B"** and incorporated herein by  
330 reference.

331  
332 **e. Replacement Property.** The Seller may acquire "replacement property"  
333 pursuant to Section 1031 of the Internal Revenue Code. Buyer agrees to cooperate  
334 with Seller in such exchange and to sign and deliver to Seller any and all documents  
335 reasonably required to complete Seller's exchange. Buyer shall have no expense, fee  
336 or other obligations as a result of the Seller's exchange and the Exchange Agreement.

337  
338 **22. ENTIRE AGREEMENT; SUBSEQUENT MODIFICATION; SURVIVAL.** This  
339 Contract constitutes the entire contract between the parties relating to the subject  
340 hereof and any prior agreements pertaining thereto, whether oral or written, have been  
341 merged and integrated into this Contract. No subsequent modification of any of the  
342 terms of this Contract shall be valid or binding upon the parties or enforceable unless  
343 made in writing and signed by the parties. Any obligation in this Contract which by its  
344 terms is intended to be performed after termination or Closing shall survive the same.

345

346 **23. FACSIMILE.** Signatures may be evidenced by facsimile. Documents with  
347 original signatures shall be provided to the other party at Closing or earlier upon request  
348 of any party.

349 **24. NOTICE.** Except for the notice requesting mediation described in §18, any notice to  
350 Buyer shall be effective when received by Buyer and any notice to Seller shall be effective when  
351 received by Seller.

352  
353 **25. NOTICE OF ACCEPTANCE; COUNTERPART.** This proposal shall expire unless  
354 accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the  
355 offering party receives notice of such acceptance pursuant to §24 on or before **Acceptance**  
356 **Deadline Date** (§2d, Item No. 12) and **Acceptance Deadline Time** (§2d, Item No. 13). If  
357 accepted, this document shall become a contract between Seller and Buyer, subject to  
358 ratification by the Grand Junction City Council (§21 a.).

359  
360 THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, Buyer:

361  
362  
363 By:   
364 Laurie Kadrach, City Manager

365  
366 Date of Buyer's signature: 5-27-08, 2008.

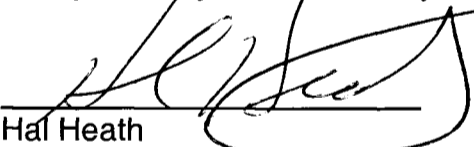
367  
368 Buyer's Address: City Attorney, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501  
369 With Copy to: City Real Estate Manager, 250 North 5<sup>th</sup> Street, Grand Junction, CO  
370 81501

371  
372 Buyer's Telephone Number: City Attorney: (970) 244-1506  
373 City Real Estate Manager: (970) 244-1538

374  
375 Buyer's Fax No.: City Attorney: (970) 244-1456  
376 City Real Estate Manager: (970) 256-4022

377  
378  
379 **[NOTE: If this offer is being countered or rejected, do not sign this document.**  
380 **Refer to § 26.]**

381  
382 Acceptance by Hal Heath, Buyer:

383  
384  
385   
386 Hal Heath

387  
388 Date of Seller's signature: 6/2, 2008.

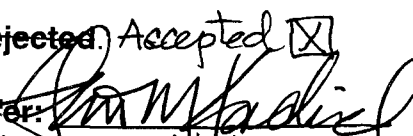
389  
390 Seller's Address: 605 25 Rd, Unit 100, Grand Junction, CO 81505

391  
392 Seller's Telephone Number: ( ) 970 - 243 - 3376

393  
394 Seller's Fax No.: ( ) 245 - 6495

395  
396 6/6/08 Accepted by the City of Grand Junction

397  
398  
399 **26. COUNTER; REJECTION.** This offer is  Countered  Rejected  Accepted

400  
401 Initials only of party (Buyer or Seller) who countered or rejected offer:   
402 Accepted by: Laurie M. Kadrach  
403 City Manager  
404

405 **END OF CONTRACT**

406

ATTACHMENT "A"

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

**SELLER'S PROPERTY DISCLOSURE**

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of this Date.

Date: \_\_\_\_\_, 2008

Property Address: **723 & 727 Ute Avenue, Grand Junction, CO 81501**

Seller: Hal Heath

**Section 1 – Use, Access and Occupancy.**

**A.** Please provide the Names, Telephone Numbers and Mailing Addresses of all **current** occupants or users of Property and indicate the date their occupancy or use began. Please indicate the type of use and If the use is for storage, please indicate the types of materials, items or equipment being stored:

(1). **Current Occupant(s) or User(s):** *See attached leases*

a. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Date use or occupancy began: \_\_\_\_\_  
Type of use or occupancy: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Date use or occupancy began: \_\_\_\_\_  
Type of use or occupancy: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B.** Please provide the Names, Telephone Numbers and Mailing Addresses of all **former** occupants or users of Property and indicate the dates their occupancy or use began and ended. Please indicate the type of use and if the use was for storage, please indicate the types of materials, items or equipment that were stored:

(1). **Former Occupant(s) or User(s):**

a. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Beginning & Ending Dates: \_\_\_\_\_  
Type of use or occupancy: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 1 (continued)**

b. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Beginning & Ending Dates: \_\_\_\_\_  
Type of use or occupancy: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Beginning & Ending Dates: \_\_\_\_\_  
Type of use or occupancy: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Beginning & Ending Dates: \_\_\_\_\_  
Type of use or occupancy: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C.** Please list of any encroachments, boundary disputes or unrecorded easements that affect the Property:  
*No Disputes*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D.** Please provide a list of any roads, driveways, trails, paths or utilities through the Property which are used by others:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E.** Please provide a list of any known zoning or code violations occurring on or issued against the Property:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 2 – Water & Sewer.**

**A.** Is the Property presently served by domestic (i.e. drinking) water?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	I don't know
-------------------------------------	-----	--------------------------	----	--------------------------	--------------

If yes, please indicate the source:

<input checked="" type="checkbox"/>	Public	<input type="checkbox"/>	Community	<input type="checkbox"/>	Well	<input type="checkbox"/>	Shared Well	<input type="checkbox"/>	Cistern	<input type="checkbox"/>	None	<input type="checkbox"/>	Other
-------------------------------------	--------	--------------------------	-----------	--------------------------	------	--------------------------	-------------	--------------------------	---------	--------------------------	------	--------------------------	-------

If the Property is served by a Public water system (i.e. City), please provide Buyer with copies of the most recently paid water bill.

If the Property is served by a Cistern, please provide Buyer with a sketch depicting the approximate size and location of the Cistern.

If the Property is served by a Well, please provide Buyer with a copy of the Well Permit.

If Other, please explain: \_\_\_\_\_  
\_\_\_\_\_

**B.** Are there any adjudicated water rights (i.e., river, ditch) associated with the Property?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	I don't know
--------------------------	-----	-------------------------------------	----	--------------------------	--------------

If yes, please provide Buyer with a list of the adjudicated water rights.

**C.** Is the Property presently served by a sanitary sewer system?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	I don't know
-------------------------------------	-----	--------------------------	----	--------------------------	--------------

If yes, please indicate the type of system:

<input checked="" type="checkbox"/>	Public	<input type="checkbox"/>	Septic System	<input type="checkbox"/>	None	<input type="checkbox"/>	Other
-------------------------------------	--------	--------------------------	---------------	--------------------------	------	--------------------------	-------

If the Property is served by a Public sewer system (i.e. City), please provide Buyer with copies of the most recently paid sewer bill.

If the Property is served by a Septic System, please provide the date when the septic tank was last serviced: \_\_\_\_\_.

If Other, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 3 – Environmental Matters.**

**A.** To the best of your current actual knowledge, do any of the following conditions now exist or have they ever existed:

(1) Have electrical transformers, capacitors or other similar equipment ever been stored on the Property?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	I don't know
--------------------------	-----	-------------------------------------	----	--------------------------	--------------

If yes, please describe types, quantities, when and where they were stored and by whom:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2). Are there now any or have there ever been any underground or above-ground storage tanks on the Property?

<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> I don't know
--------------------------	------------------------------	-----------------------------	--

If yes, please describe the type(s) of tank(s), when and where the tanks were located and the type(s) of substances stored:

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(3). Are there now or have there even been any hazardous or toxic materials stored, spilled or deposited on the Property, such as radioactive materials, asbestos, pesticides, wastewater and other sludge, radon, methane, batteries or oil?

<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> I don't know
--------------------------	------------------------------	-----------------------------	--

If yes, please describe types, quantities and when and where they were stored, spilled or deposited:

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(4). Have any Environmental assessments, studies or reports been prepared involving the physical condition of the Property?

<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> I don't know
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If yes, please describe:

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**Section 3 Continued.**

(5). Has the Property ever been involved in an Environmental cleanup or remedial action?

<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> I don't know
-------------------------------------	------------------------------	-----------------------------	---------------------------------------

If yes, please describe:

*asbestos furnace removed  
by abatement company*

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(6). Have you ever noticed sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property?

<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> I don't know
-------------------------------------	------------------------------	-----------------------------	---------------------------------------

If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(7) Are any drums or other containers presently located on the Property?

<input type="checkbox"/>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>I don't know</b>
--------------------------	------------	-------------------------------------	-----------	--------------------------	---------------------

If yes, please describe the types of containers and, if known, please describe the substances stored in the containers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(8). Have storage or disposal pits ever been located on the Property?

<input type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input checked="" type="checkbox"/>	<b>I don't know</b>
--------------------------	------------	--------------------------	-----------	-------------------------------------	---------------------

If yes, please describe the locations and types of materials placed in each: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(9). Has any fill material ever been placed on the Property?

<input type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input checked="" type="checkbox"/>	<b>I don't know</b>
--------------------------	------------	--------------------------	-----------	-------------------------------------	---------------------

If yes, please describe the types and amounts of fill material and the locations the fill materials were placed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

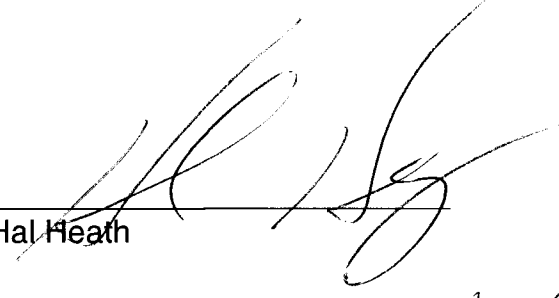
**Section 4 – Other Disclosures.**

**A.** Please list any other matters regarding the physical characteristics of the Property of which the Buyer should be aware: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADVISORY TO SELLER:**

- **Failure to disclose a known material defect may result in legal liability.**

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE. Any changes will be disclosed by Seller to Buyer promptly after discovery.

  
\_\_\_\_\_

Hal Heath

Date of Sellers Signature: 6/2/08

Buyer hereby acknowledges the receipt of this Disclosure:

\_\_\_\_\_

Date of Buyer's Signature: \_\_\_\_\_



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(AE41-8-07) (Mandatory 1-08)

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

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: 6-24-08

This agreement amends the Contract to Buy and Sell Real Estate dated June 2, 2008 (Contract), between **Hal Heath, an individual** (Seller), and the **City of Grand Junction**, a Colorado home rule municipality (Buyer), relating to the sale and purchase of the following legally described real estate in the County of Mesa, Colorado:

Lot 11 and the West Half of Lot 12, Block 137, City of Grand Junction, Colorado and the East Half of Lot 12 and all of Lot 13, Block 137, City of Grand Junction, Mesa County, Colorado

commonly known as **723 and 727 Ute Avenue, Grand Junction, Colorado 81501** (Property).

[NOTE: If any item is left blank or the term "No Change" is inserted, means no change. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in Dates and Deadlines (§ 2.3) means that the corresponding provision of the Contract to which reference is made is deleted.]

2.d. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§5	Title Deadline	June 13, 2008
2	§6a.	Title Objection Deadline	June 20, 2008
3	§6b.	Off-Record Matters Deadline	June 13, 2008
4	§6b.	Off-Record Matters Objection Deadline	June 20, 2008
5	§7	Seller's Property Disclosure Deadline	June 6, 2008
6	§7b.	Inspection Objection Deadline	June 20, 2008
7	§7c.	Resolution Deadline	June 27, 2008
8	§21b.	City Council Ratification Deadline	July 2, 2008
9	§8	Closing Date	July 17, 2008
10	§13	Possession Date	July 17, 2008
11	§13	Possession Time	5:00 p.m. M.S.T.
12	§25	Acceptance Deadline Date	June 6, 2008
13	§25	Acceptance Deadline Time	2:00 p.m. M.S.T.

3. Other dates or deadlines set forth in the Contract shall be changed as follows: **N/A**

All other terms and conditions of the Contract shall remain the same.

This proposal shall expire unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before the close of business on **June 27, 2008**.

Date: 6-24-, 2008

Date: 6/24/08, 2008

The City of Grand Junction,  
a Colorado home rule municipality, Buyer

Hal Heath, Seller

By: [Signature]  
Laurie M. Kadrich, City Manager

By: [Signature]  
Hal Heath

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(AE41-8-07) (Mandatory 1-08)

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

**AGREEMENT TO AMEND/EXTEND CONTRACT**

Date: 6/10/08

This agreement amends the Contract to Buy and Sell Real Estate dated June 2, 2008 (Contract), between **Hal Heath, an individual** (Seller), and the **City of Grand Junction**, a Colorado home rule municipality (Buyer), relating to the sale and purchase of the following legally described real estate in the County of Mesa, Colorado:

Lot 11 and the West Half of Lot 12, Block 137, City of Grand Junction, Colorado and the East Half of Lot 12 and all of Lot 13, Block 137, City of Grand Junction, Mesa County, Colorado

commonly known as **723 and 727 Ute Avenue, Grand Junction, Colorado 81501** (Property).

[NOTE: If any item is left blank or the term "No Change" is inserted, means no change. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in Dates and Deadlines (§ 2.3) means that the corresponding provision of the Contract to which reference is made is deleted.]

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6	§7b.	Inspection Objection Deadline	June 20, 2008
7	§7c.	Resolution Deadline	June 27, 2008
8	§21b.	City Council Ratification Deadline	July 2, 2008
9	§8	Closing Date	July 7, 2008
10	§13	Possession Date	July 7, 2008
11	§13	Possession Time	5:00 p.m. M.S.T.
12	§25	Acceptance Deadline Date	<del>June 6, 2008</del>
13	§25	Acceptance Deadline Time	2:00 p.m. M.S.T.

6/10/08  
HH

3. Other dates or deadlines set forth in the Contract shall be changed as follows: N/A

4. Purchase Price and Terms. The Purchase Price set forth below shall be payable in U.S. Dollars as follows:

Item No.	Reference	Item	Amount	Amount
1	§	Purchase Price	\$359,900.00	
2	§	Earnest Money		\$ 10,000.00
3	§	Cash at Closing		\$349,900.00
4		TOTAL	\$359,000.00	\$359,900.00

30  
31  
32  
33  
34  
35  
36  
37

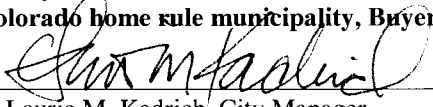
All other terms and conditions of the Contract shall remain the same.

This proposal shall expire unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before the close of business on **June 9, 2008**.

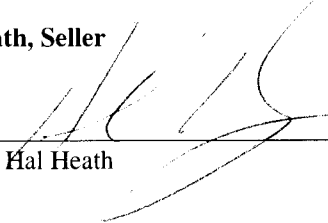
Date: 6-10, 2008

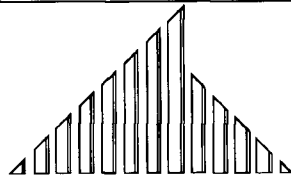
Date: 6/10, 2008

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

By:   
Laurie M. Kadrich, City Manager

**Hal Heath, Seller**

By:   
Hal Heath



**ABSTRACT & TITLE CO.  
OF MESA COUNTY, INC.**

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Issuing Agent For:  
TRANSNATION  
TITLE INSURANCE COMPANY

**July 18, 2008**

**RECEIVED**

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

**Attn: Mary Lynn Kirsch**

**RE: JOB NO. 00921903**

Please find enclosed the Owners Policy on the property you purchased in July 2008 at 723 and 727 Ute Avenue, Grand Junction, Colorado.

This should be kept with your permanent records. The premium for this policy had already been paid through closing.

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,

**Barbara Siebert**  
Policy Dept.

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1114 N. 1st Street, Suite 201  
P.O. Box 3738  
Grand Junction, CO 81501  
970/242-8234  
FAX 970/241-4925

**RESOLUTION NO. 95-08**

**A RESOLUTION RATIFYING THE CONTRACT TO PURCHASE  
REAL PROPERTY LOCATED AT 723 UTE AVENUE AND 727 UTE AVENUE,  
GRAND JUNCTION**

Recitals.

On June 10, 2008, the City Manager signed an agreement to purchase the property located at 723 Ute Avenue and 727 Ute Avenue, Grand Junction, Colorado, from Hal Heath. The execution of the contract by the City Manager and the City's obligation to proceed under its terms and conditions was expressly conditioned upon and subject to the formal ratification, confirmation and consent of the City Council.

On June 10, 2008, the owner of the property signed the purchase contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, THAT:

The City, by and through the City Council and the signature of its President, does hereby ratify the terms, covenants, conditions, duties and obligations to be performed by the City in accordance with the contract and allocates funds to pay the Purchase Price and all other costs and expenses necessary to perform under the contract.

PASSED and ADOPTED this 2<sup>nd</sup> day of July, 2008.

/s/ Gregg Palmer  
President of the Council

Attest:

/s/ Stephanie Tuin  
City Clerk