

JON08PAR

TYPE OF RECORD:

PERMANENT

CATEGORY OF RECORD:

DEED

NAME OF PROPERTY OWNER
OR GRANTOR OR GRANTEE:

DALE E. AND JANICE K. JONES

PURPOSE:

REAL ESTATE TRANSACTION FOR PARKS
AND RECREATION

ADDRESS:

LOT 2 OF PARADISE HILLS PARK

PARCEL NO:

2701-253-00-248

CITY DEPARTMENT:

PUBLIC WORKS AND PLANNING

YEAR:

2008

EXPIRATION DATE:

NONE

DESTRUCTION DATE:

NONE

WARRANTY DEED

Janice K. Jones and Dale E. Jones, Grantors, whose mailing address is 821 27 Road, Grand Junction, County of Mesa, State of Colorado, for and in consideration of the sum of TWO HUNDRED SIXTY-NINE THOUSAND and no/100 Dollars (\$269,000.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents do hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality**, Grantee, whose address is 250 North Fifth Street, Grand Junction, Colorado 81501, County of Mesa, the following real property in the City of Grand Junction, County of Mesa, and State of Colorado to wit:

Lot 2 of Paradise Hills Park

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 they 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 whatsoever.

Executed and delivered this 28 day of March, 2008.

Janice K. Jones

Janice K. Jones, Grantor

Dale E. Jones

Dale E. Jones, Grantor

STATE OF COLORADO }
COUNTY OF MESA }

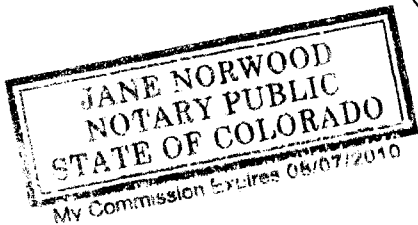
The foregoing instrument was acknowledged before me this 28th day of March, 2008, by Janice K. Jones and Dale E. Jones.

My commission expires:

WITNESS my hand and official seal.

Jane Norwood

Notary Public



577126

2

RESOLUTION NO. 41-08

**A RESOLUTION RATIFYING THE CONTRACT TO PURCHASE
REAL PROPERTY LOCATED AT 821 27 ROAD FROM JANICE JONES**

Recitals.

A. The City of Grand Junction has entered into a Contract to Buy and Sell Real Estate ("Contract") with Janice Jones for purchase of property located at 821 27 Road, Grand Junction Colorado.

B. The City is purchasing the vacant parcel to add to the adjoining Paradise Park property owned by the City.

C. The Contract provides that on or before March 20, 2008, the City Council must ratify the purchase and the allocation of funds for all expenses required to effectuate the purchase of the property.

D. Based on the advice and information provided by the City staff and the City Council Property Committee, the City Council finds that it is necessary and proper that the City purchase the property located at 821 27 Road.

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

1. The above described property shall be purchased for a price of \$269,000.00. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of said property which are consistent with the provisions of the negotiated Contract and this Resolution are hereby ratified, approved and confirmed.

2. The sum of \$53,800.00 has been paid for the purposes of earnest money to Mrs. Jones and the remaining sum of \$215,200.00 is authorized to be paid at closing, in exchange for conveyance of the fee simple title.

3. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to complete the purchase of the described property. Specifically, City staff is directed to effectuate this Resolution and the existing Contract, including execution and delivery of such certificates and documents as may be necessary or desirable to complete the purchase for the stated price.

PASSED and ADOPTED this 19th day of March, 2008.

Attest:

/s/: James J. Doody
President of the Council

/s/: Stephanie Tuin
City Clerk

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Transnation Title Insurance Company**

POLICY NUMBER

C31-0051469



Transnation Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, TRANSNATION TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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:

Secretary



By:

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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1 DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "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 Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation 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 warranties in any transfer or conveyance of the Title. 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 obligation 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 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of

Issued with Policy No.

SCHEDULE A

Amount of Insurance: **\$269,000.00**

Policy No.: **C31-0051469**

Premium **\$930.00**

File No. **00921445**

Date of Policy: **April 2, 2008 at 3:15 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:

Fee Simple

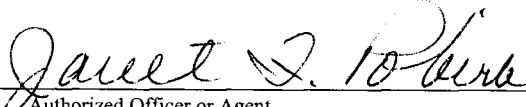
3. Title to the estate or interest in the land is vested in:

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 described as follows:

Lot 2 of
PARADISE HILLS PARK

Countersigned: _____


Authorized Officer or Agent

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Policy No.: **C31-0051469**

File No. **00921445**

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. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
2. Any and all unpaid taxes, assessments and unredeemed tax sales.
3. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded October 10, 1904 in Book 70 at Page 184.
4. Reservation of right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded October 10, 1904 in Book 70 at Page 184
5. Right of way as may be necessary for canals, tunnels, telephone and transmission lines as granted in Subscription for Stock recorded March 4, 1908 in Book 129 at Page 2, Reception No. 73327 and recorded March 4, 1908 in Book 130 at Page 8, Reception No. 73427.
6. Undivided ½ grantors interest in all oil, gas and other mineral rights, as reserved by Ethal M. Delaplain Payne in the Deed to Noah Weimer recorded February 1, 1921 in Book 270 at Page 505, Reception No. 225821 , and any interests therein or rights thereunder.
7. Right of way, whether in fee or easement only, as granted to Grand Valley Rural Power Lines, Inc. by instrument recorded December 12, 1958 in Book 746 at Page 279, as set forth on the sheet attached hereto.
8. Right of way, whether in fee or easement only, as granted to Mountain States Telephone and Telegraph Company by instrument recorded October 10, 1990 in Book 1808 at Page 329, as set forth on the sheet attached hereto.
9. Notice of Exercise of Right of Way for Grand Valley Government Highline Canal recorded April 25, 2001 in Book 2839 at Page 832, Reception No. 1993298 and rerecorded June 25, 2002 in Book 3101 at Page 976, Reception No. 2062797.
10. The effect, if any, of Public Road right-of-way as shown in Road Petition Book 3 at Page 88 and as recorded January 18, 2007 in Book 4337 at Page 66, Reception No. 2359734.

Conditions Continued

the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that 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.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, 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 covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters 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. It 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 that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, 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 to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right 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 securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter 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.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that 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 of these records in the custody or control of a third party that 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 judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional 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 that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(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. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that 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 that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (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.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have

Conditions Continued

no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other

controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at: Consumer Affairs Department PO Box 27567 Richmond, Virginia 23261-7567.

THANK YOU.

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Transnation Title Insurance Company
Consumer Affairs
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**CONTRACT TO BUY & SELL REAL ESTATE
(COMMERCIAL)**

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

Date: February 21, 2008

Purchase Price: \$ 269,000.00
and other good and valuable consideration

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

2. DEFINED TERMS.

a. Buyer. Buyer will take title to the real property described below as the Parks and Recreation Department, City of Grand Junction, a Colorado home rule municipality ("Buyer").

b. Seller. Seller is Janice K. Jones ("Seller").

c. Property. The Property is a portion of the land commonly known and described as 821 27 Road, Grand Junction, specifically the north 2.73 acres of the parcel, more fully described in 1) **Attachment A** – legal description, **Attachment B** - Improvement Survey Map, and 3) a part of Tax Schedule #2701-253-00-248, together with all improvements and attached fixtures appurtenant thereto, interests, easements, rights, benefits, improvements, all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

d. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 5	Title Deadline	March 10, 2008
2	§ 6a	Title Objection Deadline	March 14, 2008
3	§ 6b	Off-Record Matters Deadline	March 12, 2008
4	§ 6b	Off-Record Matters Objection Deadline	March 17, 2008
5	§ 7a	Seller's Property Disclosure Deadline	February 29, 2008
6	§ 7b	Inspection Deadline	March 12, 2008
7	§ 7c	Inspection Objection Deadline	March 12, 2008
8	§ 7d	Resolution Deadline	February 26, 2008 <i>March 17</i>
9	§ 8	Closing Date	March 28, 2008
10	§ 20	City Council Ratification Deadline	March 19, 2008
11	§ 13	Possession Date	March 28, 2008
12	§ 24	Acceptance Deadline Date	February 29, 2008

e. Attachments. The following exhibits, attachments and addenda are a part of this Contract:

- Attachment "A":** Legal Description
- Attachment "B":** Improvement Survey Map
- Attachment "C":** Seller's Property Disclosure Form

Attachment "D" General Warranty Deed
Attachment "E": Quit Claim Deed

f. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this Contract.

3. INCLUSIONS AND EXCLUSIONS. The Purchase Price shall include all real property interests, easements, rights and benefits appurtenant to the Property.

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

Item No.	Reference	Item	Amount	Amount
1	§	Purchase Price	\$ 269,000.00	
2	§	Earnest Money	\$	\$ 53,800.00
3	§	Cash at Closing		\$ 215,200.00
4		TOTAL	\$269,000.00	\$ 269,000.00

Note: If there is an inconsistency between the Purchase Price on the first page and this § 4, the amount in § 4 shall control.

5. EVIDENCE OF TITLE. On or before **Title Deadline** (§2d), Seller shall cause to be furnished to Buyer, at Seller's expense, a current commitment for owner's title insurance policy ("Title Commitment") in an amount equal to the Purchase Price, together with true and legible copies of all instruments referred to therein, including, but not limited to, true and legible copies of any plats, declarations, covenants, conditions and restrictions describing, affecting or burdening the Property and true and legible copies of any other documents listed in the schedule of exceptions ("Exceptions"). Seller shall have the obligation to furnish the documents pursuant to this subsection without any request or demand by Buyer. The Title Commitment together with copies of such documents furnished pursuant to this Section shall constitute the title documents ("Title Documents"). The Title Documents shall set forth all matters of record necessary to permit a determination whether title is merchantable or satisfactory to Buyer. At Seller's expense, Seller shall cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. If a title insurance commitment is furnished, it shall commit to delete or insure over the standard exceptions which relate to:

- a. parties in possession,
- b. unrecorded easements,
- c. survey matters,
- d. any unrecorded mechanic's liens, and
- e. gap period (effective date of the Title Commitment to the date deed is recorded).

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

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6. TITLE.

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

b. Matters not Shown by the Public Records. Seller shall deliver to the Buyer, on or before the **Off-Record Matters Deadline** (§2d Item No.3), true copies of all lease(s), agreement(s), contract(s), notice(s) and surveys in Seller’s possession pertaining to or affecting the Property and shall disclose to Buyer all easements, liens or other title matters (including, without limitation, rights of first refusal and options) not shown by the public records of which Seller have actual knowledge. The documents and information referred to in the preceding sentence shall constitute “Off-Record Matters.” Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easements, unrecorded lease, or boundary line discrepancies). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection(s) shall be signed by or on behalf of Buyer and mailed to Seller on or before the **Off-Record Matters Objection Deadline** (§2d Item No. 4). If Buyer does not mail Buyer’s notice by said date, Buyer shall be deemed to have accepted the condition of title subject to such rights, if any, of third parties of which Buyer has actual notice.

c. Right to Object, Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in §6a and 6b above, Seller shall use reasonable efforts to correct said items and bear any nominal expense(s) to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer’s satisfaction on or before Closing, this Contract shall then terminate; provided, however, Buyer may, by written notice given to Seller on or before Closing, waive objection to such items.

7. PROPERTY DISCLOSURE AND INSPECTION.

a. Seller’s Property Disclosure. On or before **Seller’s Property Disclosure Deadline** (§2d Item No. 5), Seller shall complete and return to Buyer the attached **Seller’s Property Disclosure Form (Attachment “C”)**, which provides a written disclosure of any and all adverse matters regarding the Property of which Seller has current and actual knowledge.

b. Inspection. After Seller has accepted this Contract, Buyer shall have the right, at Buyer’s expense, to conduct inspections of the physical condition of the Property (“Inspections”). The Inspections may include, but not be limited to, boundary surveys, engineering surveys, soil samples and surveys, and environmental surveys which including sampling and testing of building materials.

124 **c. Inspection Objection Deadline.** If the physical condition of the Property is
125 unsatisfactory as determined by Buyer's sole and subjective discretion, Buyer shall, on or before
126 Inspection Objection Deadline (§2d Item No. 7) either:
127

- 128 (1) notify Seller in writing that this Contract is terminated, in which case all payments
129 and things of value received hereunder shall be returned to Buyer, or
130
131 (2) provide Seller with a written description of any unsatisfactory physical condition
132 which Buyer requires Seller to correct, at no cost or expense to Buyer, before the
133 Resolution Deadline ("Notice to Correct").
134

135 **d. Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer
136 and Seller have not agreed in writing to a settlement thereof on or before **Resolution Deadline**
137 (§2d Item No. 8), this Contract shall terminate and all payments and things of value received
138 hereunder shall be returned to Buyer, unless before such termination Seller receives Buyer's
139 written withdrawal of the Notice to Correct.
140

141 **e. Representations and Warranties Regarding Environmental Matters.**

- 142 (1) Seller represents and warrants that:
143
144 (a) Seller has no current and actual knowledge of any Hazardous Material at,
145 upon, under or within the Property or, to the best of Seller's knowledge,
146 within any contiguous real estate, and
147
148 (b) Seller shall not cause or permit to be introduced any Hazardous Material at,
149 upon, under or within the Property from now until Closing and until
150 termination of Seller's occupancy pursuant to the Lease. See ¶25, below.
151
152 (2) The term "Hazardous Material" for the purposes of this Contract means:
153
154 (a) any hazardous or toxic substance, material or waste, including, but not limited
155 to, those substances, materials, and wastes listed in the United States
156 Department of Transportation Hazardous Material Table (49 CFR 172.101) or
157 by the Environmental Protection Agency as hazardous substances (40 CFR
158 Part 302) and amendments thereto and replacements therefor; or
159
160 (b) such substances, materials or wastes as are regulated by the Resource
161 Conservation and Recovery Act of 1976 (RCRA) or the Comprehensive
162 Environmental Response, Compensation and Liability Act of 1980
163 (CERCLA) or any amendments thereto or orders, and regulations, directions,
164 or requirements thereunder; or
165
166 (c) "underground storage tanks," "petroleum," "petroleum by products,"
167 "regulated substance," "oil" or "used oil" as defined by Colorado law,
168 including §25-7-101 et seq.; or
169
170 (d) "hazardous waste" as defined by the Colorado Waste Act, C.R.S. §25-15-101
171 et seq., or by any regulations promulgated thereunder; or
172

173 (e) Any substance the presence of whether on, in or under the Property is
174 prohibited by any law similar to those set forth above; or
175

176 (f) Any other substance which by law, regulation or ordinance requires special
177 handling in its collection, storage, treatment or disposal.
178

179 (3) Notwithstanding the definition set forth above, for purposes of this Contract, the
180 term "Hazardous Material" does not include asbestos or asbestos containing
181 materials in the building or fixtures on the Property or lead paint, if any, on the
182 Property as of the date of this Contract.
183

184 (4) To the best of Seller's knowledge, as of the date of this Contract and as of the date
185 of Closing, the Property (including land, surface water, ground water and
186 improvements) is now and will then be free of all Hazardous Materials as defined
187 herein.
188

189 (5) Buyer represents and warrants that the completion of the Closing by Buyer shall
190 evidence Buyer's acceptance of the physical condition, including the
191 environmental condition, of the Property WHERE IS, AS IS, without warranty or
192 representation from Seller except as expressly stated in this Section 7.
193

194 **f. Damage; Liens; Indemnity.** Buyer is responsible for payment for all
195 inspections, surveys, engineering reports or any other work performed at Buyer's request. Buyer
196 shall pay for, and/or restore to its prior condition, any damage which occurs to the Property as a
197 result of such activities if Closing does not occur. Buyer shall not permit claims or liens of any
198 kind against the Property for inspection, surveys, engineering reports and for any other work
199 performed on the Property at Buyer's request if Closing does not occur. Buyer agrees to
200 indemnify and hold Seller harmless from and against any liability, damage, cost or expense
201 incurred by Seller in connection with the Inspections, including regarding frivolous or
202 groundless claims made by third parties. If Buyer fails to indemnify and/or hold Seller harmless,
203 as provided, Seller may recover reasonable costs and expenses incurred by Seller to enforce this
204 subsection, including Seller's reasonable attorney fees. The provisions of this subsection shall
205 survive the termination of this Contract or the Closing.
206

207 **8. CLOSING.** Delivery of deed from Seller to Buyer shall be at Closing ("Closing").
208 Closing shall be on the date specified as **Closing Date** (§2d Item No. 9) or at an earlier date upon
209 request of the Buyer. The hour and place of Closing shall be as designated by mutual agreement
210 between Seller and Buyer.
211

212 **9. TRANSFER OF TITLE.** Subject to terms and provisions hereof, Seller shall execute
213 and deliver a good and sufficient General Warranty Deed, the form of which is attached as
214 **Attachment "D"**, to Buyer, at Closing, conveying the Property free and clear of all taxes except
215 the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free
216 and clear of all liens, including any governmental liens for special improvements installed as of
217 the date of Buyer's signature hereon. Title shall be conveyed subject to:
218

219 **a.** those specific Exceptions described by reference to recorded documents as
220 reflected in the Title Documents accepted by Buyer in accordance with §6a (Title Review);
221

222 b. the Off-Record Matters and those specifically described rights of third parties not
223 shown by the public records of which Buyer has actual knowledge and which were accepted by
224 Buyer in accordance with §6b (Matters not Shown by the Public Records);
225

226 **10. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be
227 paid at or before Closing from the proceeds of this transaction or from any other source.
228

229 **11. CLOSING COSTS; DOCUMENTS AND SERVICES.** Buyer and Seller shall pay, in
230 Good Funds, their respective Closing costs and all other items required to be paid at Closing,
231 except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or
232 reasonably required documents at or before Closing. Fees for real estate closing services shall be
233 paid at Closing by One-Half by Buyer and One-Half by Seller. Any sales, use or other tax that
234 may accrue because of this transaction shall be paid when due by the party so responsible under
235 applicable law.
236

237 **12. PRORATIONS.** The following shall be prorated to the **Closing Date** (§8), except as
238 otherwise provided:
239

240 a. **Personal Property Taxes.** Personal property taxes, if any, shall be paid by
241 Seller;
242

243 b. **General Real Estate Taxes.** General real estate taxes shall be prorated to the
244 Closing Date based on the most recent mill levy and the most recent assessment;
245

246 c. **Final Settlement.** Unless otherwise agreed in writing, these prorations shall be
247 final.
248

249 **13. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession**
250 **Date** (§2d Item No. 11), free and clear of any and all leases, tenancies and personal property.
251 The property shall be clean to the Buyer's satisfaction.
252

253 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to
254 eviction and shall be additionally liable to Buyer for payment of \$250.00 per day from the
255 **Possession Date** (§2d Item No. 11) until possession is delivered as required.
256

257 **14. NOT ASSIGNABLE.** This Contract shall not be assignable by Buyer without Seller's
258 prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be
259 binding upon the heirs, personal representatives, successors and assigns of both parties.
260

261 **15. INSURANCE, CONDITION OF, DAMAGE TO PROPERTY.** Except as otherwise
262 provided in this Contract, the Property shall be delivered in the condition existing as of the date
263 of this Contract, ordinary wear and tear excepted; however, damage to the Improvements is not a
264 ground for Buyer to terminate this agreement. In the event the Property shall be damaged by fire
265 or other casualty prior to Closing, Seller shall not be obligated to repair any damage prior to
266 Closing.
267

268 **16. LEGAL AND TAX COUNSEL; AMBIGUITIES.**

269 a. Buyer and Seller have each obtained the advice of its/their own legal and tax
270 counsel regarding this Contract or have knowingly declined to do so.
271

272
273 b. The parties agree that the rule of construing ambiguities against the drafter shall
274 have no application to this Contract.
275

276 **17. TIME OF THE ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence
277 hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other
278 obligation hereunder is not performed or waived as herein provided, there shall be the following
279 remedy:
280

281 a. **If Buyer is in Default:** Seller may elect to treat this contract as cancelled, in
282 which case all payments and things of value received hereunder shall be forfeited and retained on
283 behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to
284 treat this contract as being in full force and effect, and Seller shall have the right to specific
285 performance or damages or both.
286

287 b. **If Seller is in Default.** Buyer may elect to treat this contract as cancelled, in
288 which case all payments and things of value received hereunder shall be returned and Buyer may
289 recover such damages as may be proper, or Buyer may elect to treat this contract as being in full
290 force and effect and Buyer shall have the right to specific performances or damages, or both.
291

292 c. **Costs and Expenses.** In the event of any arbitration or litigation relating to this
293 contract, the arbitrator or court shall award to the prevailing party all reasonable costs and
294 expenses, including attorney and legal fees.
295

296 **18. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and
297 is not resolved, the parties shall first proceed in good faith to submit the matter to mediation.
298 Mediation is a process in which the parties meet with an impartial person who helps to resolve
299 the dispute informally and confidentially. Mediators cannot impose binding decisions. The
300 parties to the dispute must agree before any settlement is binding. The parties will jointly appoint
301 an acceptable mediator and will share equally in the cost of such mediation. The mediation,
302 unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30)
303 calendar days from the date written notice requesting mediation is sent by one party to the other
304 at the party's last known address. This section shall not alter any date in this Contract, unless
305 otherwise agreed in writing.
306

307 **19. TERMINATION.** In the event this Contract is terminated, all payments and things of
308 value received hereunder shall be returned and the parties shall be relieved of all obligations
309 hereunder, subject to §7f (Damage; Liens; Indemnity), §17b (If Seller is in Default), and §18
310 (Mediation).
311

312 **20. ADDITIONAL PROVISIONS.**
313

314 a. **City Council Ratification.** The execution of this Contract by the Director of the
315 Parks and Recreation Department of the City of Grand Junction, Colorado, and the Buyer's
316 obligation to proceed under its terms and conditions is expressly conditioned upon and subject to
317 the formal ratification, confirmation and consent of the Grand Junction City Council with regard
318 to: (1) the terms, covenants, conditions, duties and obligations to be performed by Buyer in
319 accordance with this Contract, and (2) the allocation of funds to pay the Purchase Price and all
320 other costs and expenses necessary to perform Buyer's due diligence inspections of the Property.

321 In the event such ratification, confirmation and consent is not obtained on or before the **City**
322 **Council Ratification Deadline** (§2d, Item 10), this Contract shall automatically terminate, both
323 parties shall thereafter be released from all obligations hereunder and the Earnest Money
324 received hereunder shall be returned to Buyer.
325

326 **b. Use of Property.** Buyer and Seller agree that Seller may continue to have access
327 to and surface use of the Property until such time as the Buyer develops the Property or Seller
328 moves from the adjoining property. Seller shall have the right to remove salvageable fencing and
329 building material from the Property for their use. Buyer shall make every reasonable effort to
330 reduce public access to the Property by limiting use of the canal road leading to the Property.
331

332 **c. Water rights to Property.** Buyer and Seller agree to a proportional split of the
333 allotted irrigation water to the Property and adjoining Seller's property, herein referred to as the
334 "Irrigated Area". The Grand Valley Water Users Association ("GVWUA") records confirm that
335 the Irrigated Area has a total of .9 "Class 1" irrigable acres. The seasonal allotment of water to
336 that Class 1 acreage is 21 acre feet. Total acreage of the Irrigated Area is 4.53 acres, of which
337 2.73 acres is the Property to be conveyed by Seller to Buyer under this Agreement. A
338 proportional split of the 21 acre feet of water results in 12.6 acre feet for the Buyer to use for the
339 Property and 8.4 acre feet for the Seller to use on their adjoining property. The parties agree to
340 that allocation and furthermore to take whatever action is reasonably necessary or required to
341 apportion the surface irrigation water rights.
342

343 **d. Disputed Area Deed.** Seller shall also provide to Buyer a **Quit Claim Deed**
344 **(Attachment "E")** for a certain portion of land adjacent to the Highline Canal, which was
345 deeded to the Seller by separate instrument on August 10, 2007, as recorded in Book 4523, Page
346 368 with the Mesa County Clerk and Recorder's office.
347

348 **21. ENTIRE AGREEMENT; SUBSEQUENT MODIFICATION; SURVIVAL.** This
349 Contract constitutes the entire agreement between the parties relating to the subject hereof and
350 any prior agreements pertaining thereto, whether oral or written, have been merged and
351 integrated into this Contract. No subsequent modification of any of the terms of this Contract
352 shall be valid, binding upon the parties or enforceable unless made in writing and signed by the
353 parties. Any obligation in this Contract that, by its terms, is intended to be performed after
354 termination or Closing shall survive the same.
355

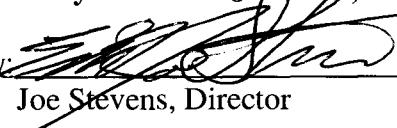
356 **22. FACSIMILE.** Signatures may be evidenced by facsimile. Documents with original
357 signatures shall be provided to the other party at Closing or earlier upon request of any party.
358

359 **23. NOTICE.** Except for the notice requesting mediation described in §18, any notice to
360 Buyer shall be effective when received by Buyer and any notice to Seller shall be effective when
361 received by Seller.
362

363 **24. ACCEPTANCE; COUNTERPART.** This proposal shall expire unless accepted in
364 writing, by Buyer and Seller, as evidenced by their signatures below and the offering party
365 receives notice of such acceptance pursuant to §23 on or before Acceptance Deadline Date (§2d
366 Item No. 12). If accepted, this document shall become a contract between Seller and the Buyer,
367 subject to approval by the Grand Junction City Council. A copy of this document may be

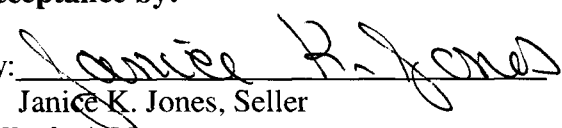
368 executed by each party, separately, and when each party has executed a copy thereof, such copies
369 taken together shall be deemed to be a full and complete contract between the parties.
370

371 **The City of Grand Junction, Parks and Recreation Department, Buyer:**

372
373 By:  2-21, 2008
374 Joe Stevens, Director Date of Buyer's signature
375

376 **Buyer's Address:** 1340 Gunnison Avenue, Grand Junction, CO 81501
377 **Buyer's Telephone Number:** (970) 254-3843
378 **Buyer's Fax No.:** (970) 242-1637
379 **With Copy to:** Grand Junction City Attorney, 250 North 5th Street, Grand Junction, CO 81501
380 **City Attorney's Telephone Number:** (970) 244-1503
381 **City Attorney's Fax No.:** (970) 244-1456
382

383 **Acceptance by:**

384
385 By:  2-21, 2008
386 Janice K. Jones, Seller Date of Seller's signature
387

388 **Seller's Address:**
389 **Seller's Telephone Number:** (970)
390 **Seller's Fax No.:** (970)

391 **25. COUNTER; REJECTION.** This offer is Countered Rejected.
392

393 **Initials only of party (Buyer or Seller) who countered or rejected offer:** _____
394
395

396 **END OF CONTRACT**
397
398



ATTACHMENT "A"

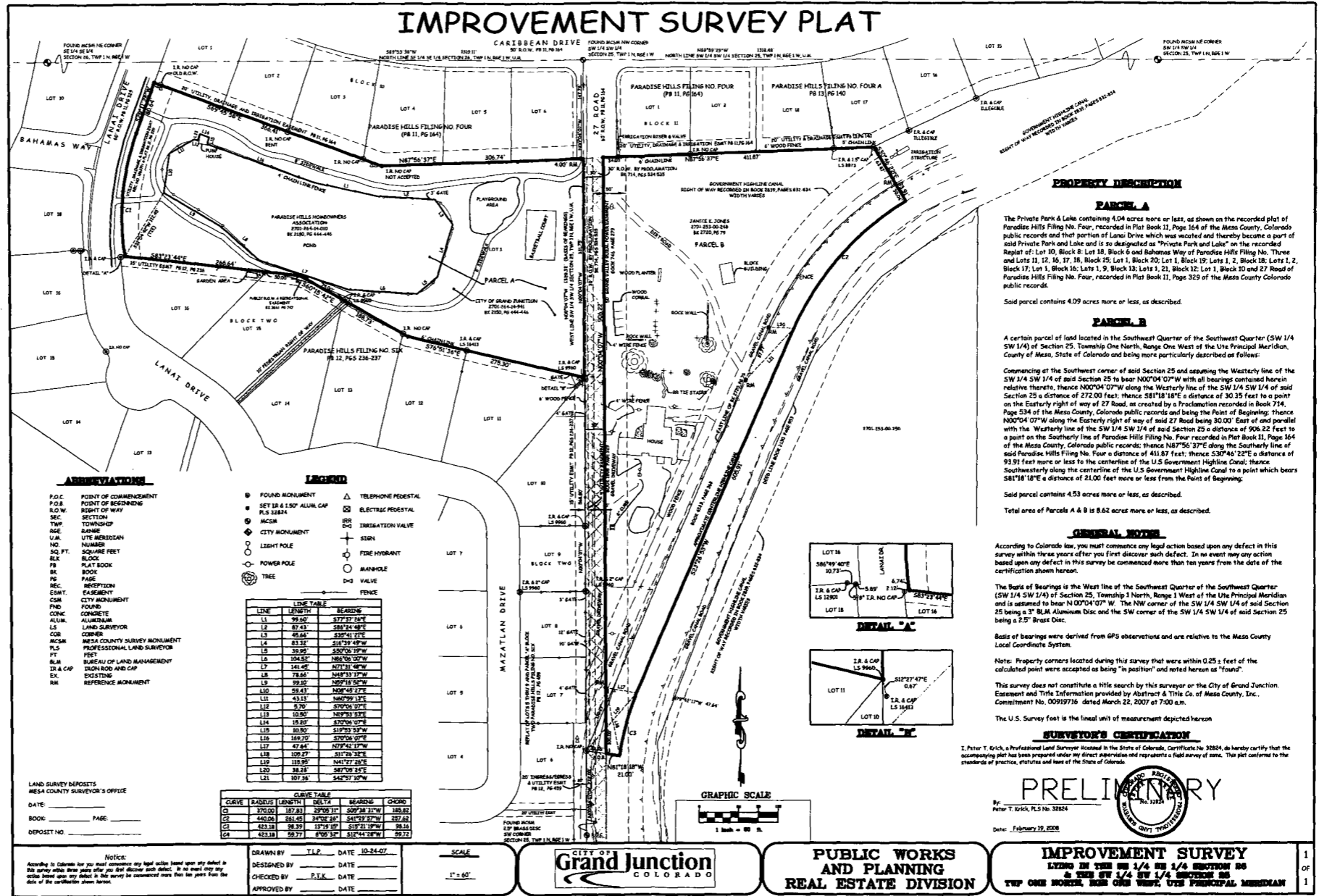
The legal description for the property to be conveyed is described as follows:

Lot 2 of Paradise Hills Park, City of Grand Junction, County of Mesa

Attachment B

Improvement Survey Map

IMPROVEMENT SURVEY PLAT



- ABBREVIATIONS**
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT OF WAY
 - SEC. SECTION
 - TWP. TOWNSHIP
 - RGE. RANGE
 - U.A. LITE MERIDIAN
 - NO. NUMBER
 - SQ. FT. SQUARE FEET
 - BLK. BLOCK
 - PL. PLAT BOOK
 - BL. BOOK
 - PAGE
 - REC. RECEPTION
 - ESMT. EASEMENT
 - CSM. CITY SURVEY
 - FOUND. FOUND
 - CONC. CONCRETE
 - ALUM. ALUMINUM
 - LS. LAND SURVEYOR
 - COB. CORNER
 - ACSM. MESA COUNTY SURVEY MONUMENT
 - PLS. PROFESSIONAL LAND SURVEYOR
 - FEET
 - BLM. BUREAU OF LAND MANAGEMENT
 - TR & CAP. TRIP ROD AND CAP
 - EX. EXISTING
 - RM. REFERENCE MONUMENT

- LEGEND**
- FOUND MONUMENT
 - SET BY & EXP. ALUM. CAP. PLS. 33844
 - CITY MONUMENT
 - LIGHT POLE
 - POWER POLE
 - TREE
 - △ TELEPHONE PEDESTAL
 - ELECTRIC PEDESTAL
 - ⊗ INDICATION VALVE
 - ⊕ SIGN
 - FIRE HYDRANT
 - MANHOLE
 - VALVE
 - FENCE

LOWE TABLE

LINE	LENGTH	BEARING
L1	99.60	S77°37'34"E
L2	87.43	S88°24'48"E
L3	46.84	S35°41'17"E
L4	83.32	S18°37'39"W
L5	39.95	S20°06'39"W
L6	104.52	N88°00'32"W
L7	145.49	N77°31'39"W
L8	78.86	N48°33'37"W
L9	99.32	N69°18'32"W
L10	98.43	N69°49'17"E
L11	43.13	N40°29'13"E
L12	5.70	S70°04'07"E
L13	10.90	N89°31'33"E
L14	15.37	S70°04'07"E
L15	30.50	S19°33'39"W
L16	169.70	S70°04'07"E
L17	47.84	N27°42'17"W
L18	100.27	S17°29'38"E
L19	119.95	N45°27'32"E
L20	38.28	S87°05'34"E
L21	107.38	S42°27'39"W

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	370.00	187.83	29°19'11"	S29°28'31"W	195.82
C2	440.00	261.43	34°02'41"	S45°19'39"W	327.62
C3	423.18	98.39	17°18'59"	S19°21'19"W	98.16
C4	423.18	59.77	8°40'32"	S12°44'28"W	59.72

LAND SURVEY DEPOSITS
MESA COUNTY SURVEYOR'S OFFICE

DATE: _____
BOOK: _____ PAGE: _____
DEPOSIT NO. _____

Notice:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

DRAWN BY: T.L.Z. DATE: 10-24-07
DESIGNED BY: _____ DATE: _____
CHECKED BY: P.T.K. DATE: _____
APPROVED BY: _____ DATE: _____

SCALE
1" = 60'

CITY OF
Grand Junction
COLORADO

**PUBLIC WORKS
AND PLANNING
REAL ESTATE DIVISION**

IMPROVEMENT SURVEY
LYING IN THE SW 1/4 OF SW 1/4 SECTION 25
& THE SW 1/4 OF SW 1/4 SECTION 26
TWP ONE NORTH, RGE ONE WEST, T19S R19E W1A

PARCEL A
The Private Park & Lake containing 4.04 acres or less, as shown on the recorded plat of Paradise Hills Filing No. Four, recorded in Plat Book 11, Page 164 of the Mesa County, Colorado public records and that portion of Lanai Drive which was vacated and thereby became a part of said Private Park and Lake and is so designated as "Private Park and Lake" on the recorded Replat of Lot 10, Block 8, Lot 18, Block 6 and Bahamas Way of Paradise Hills Filing No. Three and Lots 11, 12, 16, 17, 18, Block 15, Lot 1, Block 20, Lot 1, Block 19, Lots 1, 2, Block 17, Lot 1, Block 16, Lots 1, 2, Block 13, Lot 1, Block 10 and 27 Road of Paradise Hills Filing No. Four, recorded in Plat Book 11, Page 329 of the Mesa County Colorado public records.

Said parcel contains 4.09 acres more or less, as described.

PARCEL B
A certain parcel of land located in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 25, Township One North, Range One West of the Tenth Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Southwest corner of said Section 25 and assuming the Westerly line of the SW 1/4 SW 1/4 of said Section 25 to bear N00°04'07"W with all bearings contained herein relative thereto, thence N00°04'07"W along the Westerly line of the SW 1/4 SW 1/4 of said Section 25 a distance of 272.00 feet; thence S81°18'18"E a distance of 30.35 feet to a point on the Easterly right of way of 27 Road, as created by a Proclamation recorded in Book 714, Page 534 of the Mesa County, Colorado public records and being the Point of Beginning; thence N00°04'07"W along the Easterly right of way of said 27 Road being 30.00 feet East of and parallel with the Westerly line of the SW 1/4 SW 1/4 of said Section 25 a distance of 906.22 feet to a point on the Southerly line of Paradise Hills Filing No. Four recorded in Plat Book 11, Page 164 of the Mesa County, Colorado public records; thence N75°50'37"E along the Southerly line of said Paradise Hills Filing No. Four a distance of 411.87 feet; thence S30°45'22"E a distance of 93.91 feet more or less to the centerline of the U.S. Government Highline Canal; thence Southwesterly along the centerline of the U.S. Government Highline Canal to a point which bears S81°18'18"E a distance of 21.00 feet more or less from the Point of Beginning.

Said parcel contains 4.53 acres more or less, as described.

Total area of Parcels A & B is 8.62 acres more or less, as described.

GENERAL NOTES
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

The Basis of Bearings is the West line of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 25, Township 1 North, Range 1 West of the Tenth Principal Meridian and is assumed to bear N00°04'07"W. The NW corner of the SW 1/4 SW 1/4 of said Section 25 being a 3" BLM Aluminum Disc and the SW corner of the SW 1/4 SW 1/4 of said Section 25 being a 2" Brass Disc.

Basis of bearings were derived from GPS observations and are relative to the Mesa County Local Coordinate System.

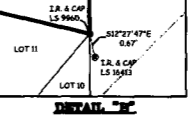
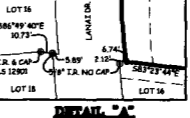
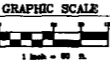
Note: Property corners located during this survey that were within 0.25 feet of the calculated point were accepted as being "in position" and noted herein as "found".

This survey does not constitute a title search by this surveyor or the City of Grand Junction. Easement and Title Information provided by Abstract & Title Co. of Mesa County, Inc. Commitment No. 00529716, dated March 22, 2007 at 7:00 a.m.

The U.S. Survey foot is the linear unit of measurement depicted herein.

SURVEYOR'S CERTIFICATION
I, Peter T. Grick, a Professional Land Surveyor licensed in the State of Colorado, Certificate No. 38284, do hereby certify that the accompanying plat has been prepared under my direct observation and represents a field survey of some. The plat conforms to the standards of practice, statutes and laws of the State of Colorado.

PRELIMINARY
By: Peter T. Grick, P.L.S. No. 38284
Date: February 19, 2008



Attachment "C"

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SPD19-08-07) (Mandatory 1-08)

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

**SELLER'S PROPERTY DISCLOSURE
(ALL TYPES OF PROPERTIES)**

THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. Any changes will be disclosed by Seller to Buyer promptly after discovery. Seller hereby receipts for a copy of this Disclosure. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself, except as stated in Section L. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: If an item is not present at the Property insert "N/A" in the Comments column. The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded.

Date: 2-21-08
 Property Address: 821-27 Road #1506
 Seller: Janece R. Jones

I. IMPROVEMENTS

If this box is checked, there are no structures or improvements on the Property; do not complete Sections A-G.

I. IMPROVEMENTS						
<input type="checkbox"/> If this box is checked, there are no structures or improvements on the Property; do not complete Sections A-G.						
A.	STRUCTURAL CONDITIONS	Yes	No	Do Not Know	COMMENTS	
	Do any of the following conditions now exist or have they ever existed:					
1	Structural problems					
2	Moisture and/or water problems					
3	Damage due to termites, other insects or rodents				N/A	
4	Damage due to hail, wind, fire or flood					
5	Cracks, heaving or settling problems					
6	Exterior wall or window problems					
7	Exterior Artificial Stucco (EIFS)					
8	Any additions or alterations made					
9	Building code violations					
B.	ROOF	Yes	No	Do Not Know	COMMENTS	
1	Roof problems					
2	Roof material: _____ Age _____ Roof material: _____ Age _____					
3	Roof leak: Past					
4	Roof leak: Present					
5	Damage to roof: Past				N/A	
6	Damage to roof: Present					
7	Roof under warranty until _____ Transferable					
8	Roof work done while under current roof warranty					
9	Skylight problems					
10	Gutter or downspout problems					
IN WORKING CONDITION						
C.	APPLIANCES	Yes	No	Do Not Know	Age If Known	COMMENTS
1	Built-in vacuum system & accessories					
2	Clothes dryer					
3	Clothes washer					
4	Dishwasher					N/A
5	Disposal					
6	Freezer					
7	Gas grill					
8	Hood					

		IN WORKING CONDITION				COMMENTS
C.	APPLIANCES (Continued)	Yes	No	Do Not Know	Age If Known	
9	Microwave oven					
10	Oven					
11	Range					
12	Refrigerator					
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					n/a
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					
15	Trash compactor					

		IN WORKING CONDITION				COMMENTS
D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age If Known	
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire					
3	Light fixtures					
4	Switches & outlets					
5	Aluminum wiring					
6	Electrical: Phase _____ Voltage _____					
7	Telecommunications (T1, fiber, cable, satellite)					n/a
8	Inside telephone wiring & blocks/jacks					
9	Abandoned communication cables: <input type="checkbox"/> Yes <input type="checkbox"/> No					
10	Ceiling fans					
11	Garage door opener					
12	Garage door control(s) # _____					
13	Intercom/doorbell					
14	In-wall speakers					
15	220 volt service					
16	Landscape lighting					

		IN WORKING CONDITION				COMMENTS
E.	MECHANICAL	Yes	No	Do Not Know	Age If Known	
1	Air conditioning:					
	Evaporative cooler					
	Window units					
	Central					
	Computer room					
2	Attic/whole house fan					
3	Vent fans					n/a
4	Humidifier					
5	Air purifier					
6	Sauna					
7	Hot tub or spa					
8	Steam room/shower					
9	Pool					
10	Heating system:					
	Type _____ Fuel _____					
	Type _____ Fuel _____					
11	Water heater: Number of _____					
	Fuel type _____ Capacity _____					
12	Fireplace: Type _____ Fuel _____					
13	Fireplace insert					
14	Stove: Type _____ Fuel _____					
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know					n/a
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior					
	Hose Type _____					
18	Overhead door					
19	Entry gate system					
20	Elevator/escalators					
21	Lift/hoist/crane					

		IN WORKING CONDITION				
F. WATER, SEWER & OTHER UTILITIES		Yes	No	Do Not Know	Age If Known	COMMENTS
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					
3	Sewage problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
4	Lift station (sewage ejector pump)					
5	Drainage, storm sewers, retention ponds					
6	Grey water storage/use					
7	Plumbing problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
8	Sump pump					
9	Underground sprinkler system					
10	Fire sprinkler system					
11	Polybutylene pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
12	Galvanized pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know					
13	Backflow prevention device: <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage					
14	Irrigation pump					
15	Well pump					
G. OTHER DISCLOSURES—IMPROVEMENTS		Yes	No	Do Not Know		COMMENTS
1	Included fixtures and equipment in working condition					

II. GENERAL						
H. USE, ZONING & LEGAL ISSUES		Yes	No	Do Not Know		COMMENTS
1	Current use of the Property					
2	Zoning violation, variance, conditional use, enforceable PUD or non-conforming use		✓			
3	Notice or threat of condemnation proceedings		✓			
4	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		✓			
5	Violation of restrictive covenants or owners' association rules or regulations		✓			
6	Notice of zoning action related to the Property		✓			
7	Notice of ADA complaint or report		✓			
8	Other legal action		✓			
I. ACCESS, PARKING, DRAINAGE & SIGNAGE		Yes	No	Do Not Know		COMMENTS
1	Any access problems		✓			
2	Roads, driveways, trails or paths through the Property used by others					
3	Public highway or county road bordering the Property	✓				
4	Encroachments, boundary disputes or unrecorded easements		✓			
5	Shared or common areas with adjoining properties		✓			
6	Cross-parking agreement, covenants, easements	✓				
7	Requirements for curb, gravel/paving, landscaping	✓				
8	Flooding or drainage problems: Past	✓				
9	Flooding or drainage problems: Present			✓		1971 - (1/14/11) - 2000 - 2010 ✓
10	Signs: <input type="checkbox"/> Owned <input type="checkbox"/> Leased		✓			
11	Signs: Government or private restriction problems		✓			

J. WATER & SEWER SUPPLY		Yes	No	Do Not Know	COMMENTS
1	Water Rights: Type <u>C-V (L-1)</u>				
2	Water tap fees paid in full <u>Y</u>				
3	Sewer tap fees paid in full				
4	Subject to augmentation plan				
5	Well required to be metered				
6	Type of water supply: <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 If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ <input type="checkbox"/> Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are not attached. The Water Provider for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.				
7	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other _____ If the Property is served by an on-site septic system, supply to buyer a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon				
K. ENVIRONMENTAL CONDITIONS		Yes	No	Do Not Know	COMMENTS
Do any of the following conditions now exist or have they ever existed:					
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater and other sludge, radon, methane, solvents or petroleum products				
2	Underground storage tanks				
3	Aboveground storage tanks				
4	Underground transmission lines				
5	Pets kept on the Property				
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill				
7	Monitoring wells or test equipment				
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils of the Property				
9	Mine shafts, tunnels or abandoned wells on the Property				
10	Within governmentally designated geological hazard or sensitive area				
11	Within governmentally designated flood plain or wetland area				
12	Governmentally designated noxious weeds (within last 3 years only) If yes, see Section O.				
13	Dead, diseased or infested trees or shrubs				<u>Dead</u>
14	Environmental assessments, studies or reports done involving the physical condition of the Property				
15	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells				
16	Endangered species on the Property				
17	Archeological features, fossils, or artifacts on the Property				
18	Interior of Improvements of Property Smoke-free				
19	Other environmental problems				
L. COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY		Yes	No	Do Not Know	COMMENTS
1	Property is part of an owners' association				
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented				
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the				

Association but outside the Seller's Property or Unit).

M.	OTHER DISCLOSURES — GENERAL	Yes	No	Do Not Know	
1	Any part of the Property leased to others (written or oral)		✓		
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property		✓		
3	Any property insurance claim submitted (whether paid or not)		✓		
4	Structural, architectural and engineering plans and/or specifications for any existing improvements		✓		
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards		✓		
6	Government special improvements approved, but not yet installed, that may become a lien against the Property		✓		

III. LAND

N.	CROPS, LIVESTOCK & LEASES	Yes	No	Do Not Know	COMMENTS
1	Crops being grown on the Property	✓			CROWN ASPARAGUS
2	Seller owns all crops	✓			
3	Livestock on the Property		✓		
4	Any land leased from others: <input type="checkbox"/> State <input type="checkbox"/> BLM <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> Other		✓		

O. NOXIOUS WEEDS
 The Colorado Weed Management Act became law on January 1, 1992. The law requires that every county or municipality in Colorado adopt a weed management plan outlining the rules governing identification and method of eradication. The State of Colorado has identified PURPLE LOOSESTRIFE, SPOTTED KNAPWEED, MUSK THISTLE, LEAFY SPURGE, CANADIAN THISTLE, DIFFUSE KNAPWEED, RUSSIAN KNAPWEED, DALMATION TOADFLAX and YELLOW TOADFLAX, among others, as noxious weeds.

Have any of the following occurred to the Property within the last 3 years:		Yes	No	Do Not Know	COMMENTS
1	Identification of noxious weeds	✓			KNAPWEED
2	Subject to written weed control plan		✓		
3	Herbicides applied	✓			
4	Biological agents or insects released on any of the noxious weeds		✓		

P.	OTHER DISCLOSURES — Land	Yes	No	Do Not Know	COMMENTS
1	Any part of the Property enrolled in any governmental programs such as Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), etc.		✓		
2	Conservation easement		✓		

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased. This form is **not** intended as a substitute for an inspection of the Property.

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**.

Date: 2-21-08

Seller: *Janice H. Jones*

Date: _____

Seller _____

ADVISORY TO BUYER:

Even though Seller has answered the above questions to the best of Seller's current actual knowledge, Buyer should obtain expert assistance to accurately and fully evaluate the Property regarding use and access, water, sewer, utilities, environmental and geological conditions, noxious weeds and other matters that may affect Buyer's use of the Property. Valuable information may be obtained from various local/state/federal agencies, and other experts may perform more specific evaluations of the Property.

Boundaries, location and ownership of fences, driveways, hedges, and similar items may become matters of dispute. A survey may be used to determine such matters.

Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.

Buyer acknowledges that Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Buyer acknowledges that Seller's indication that an item is "working" is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes. Buyer hereby receipts for a copy of this Disclosure.

Date: _____

Buyer _____

Date: _____

Buyer _____