

LEW88RIV

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY, QUIT CLAIM AND QUIET TITLE)

NAME OF AGENCY OR CONTRACTOR: THOMAS N. LEWIS

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOT 2, SECTION 23,  
PURCHASING OF LEWIS PROPERTY 639, 655, 661, 701, 715, STRUTHERS PARCEL NO.  
2945-234-00-001, 2945-234-00-005, 2945-234-00-006, 2945-234-00-002, 2945-234-  
00-007, 2945-234-00-003, 2945-233-00-018, 2945-234-00-008, 2945-234-00-027,  
7.4 ACRES IN THE SOUTH ISLAND (WATSON)

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1988, 1990, 1991

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Wilson

DISTRICT COURT, MESA COUNTY, COLORADO

FILED  
IN DISTRICT COURT  
MESA COUNTY, COLORADO

Case No. 91 CV 506

SEP 19 1992

STIPULATED DECREE QUIETING TITLE

*Robert A. Stomasson*  
Clerk

CITY OF GRAND JUNCTION,

Plaintiff,

v.

*file*  
*C: Larry T*  
*Tim W*  
*Neval*  
*9/22/92*

VICTOR STAJCAR, RUSSELL HARDIN and KATHY HARDIN, Individually and d/b/a AAA AUTO SALVAGE, THOMAS N. LEWIS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, AMERICAN LAND TITLE COMPANY, and All Unknown Persons Who Claim Any Interest in the Subject Matter of This Action,

Defendants.

COMES NOW the Plaintiff, by and through its attorneys, Younge & Hockensmith, P.C., and the defendants Victor Stajcar, Russell Hardin, and Kathy Hardin (a/k/a Harden), individually and doing business as AAA Auto Salvage, by and through their attorney, Rennard E. Hailey, and the Defendant, Thomas N. Lewis, by and through his attorney, Catherine C. Burkey, and stipulate to the following Decree Quieting Title to the subject property:

THE COURT HEREBY FINDS that each Defendant herein has been properly served as required by law and rule of Court; that this is an action in rem affecting specific property; that the Court has jurisdiction of all parties to this action and the subject matter thereof; that Defendants Commonwealth Land Title Insurance Company and American Land Title Company have previously been dismissed from this action on September 24, 1992; that the allegations of the Complaint are true; that no Defendant herein has any title or interest in or to the property described herein or any part thereof; therefore:

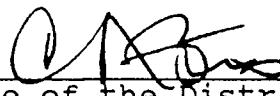
IT IS ADJUDGED AND DECREED that the City of Grand Junction, Plaintiff, at the time of commencement of this proceeding, was and now is, the owner in fee simple with right of possession, of the following described real property in Mesa County, Colorado:

All of Lot 2 in the Southeast Quarter of Section 23, T1S, R1W of the Ute Meridian South of the following described line: Beginning at a point from which the East Quarter corner of said Section 23 bears N00°12'33" W 617.07 feet and S89°37'00" E 1319.40 feet; thence S87°27'01"W 263.27 feet; thence N00°50'27"E 113.72 feet; thence N89°40'39"W 298.10 feet; thence N00°23'00"E 57.02 feet; thence S77°47'50"W 102.58 feet; thence N00°23'00"E 8.79 feet; thence S82°39'56"W 218.85 feet.

THAT fee simple title in and to said real estate be, and the same hereby is, quieted in the Plaintiff, and that each of the Defendants has no right, title, or interest in or to the said real estate or any part thereof, and that they are forever enjoined from asserting any claim, right, title or interest in or to the said real estate or any part thereof.


Dated this 21 day of October, 1992.

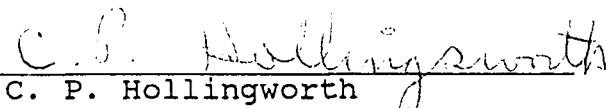
BY THE COURT:

  
\_\_\_\_\_  
Judge of the District Court

APPROVED AND AGREED TO:

CITY OF GRAND JUNCTION, COLORADO

BY:   
\_\_\_\_\_  
Dan Wilson, City Attorney  
City of Grand Junction  
250 North 5th Street  
Grand Junction, CO 81501

By:   
\_\_\_\_\_  
C. P. Hollingworth  
200 Grand Avenue, Suite 500  
Grand Junction, CO 81501  
Attorney for City of Grand  
Junction, Colorado

Copy to Tom Woodmansee 8-20-90

WARRANTY DEED

1548400 02:40 PM 08/07/90  
MESA CO. CLK & REC MESA COUNTY CO  
DOC EXEMPT

Thomas N. Lewis, grantor, for the consideration of Thirty Thousand Dollars (\$30,000.00) in hand paid, hereby sells and conveys to THE CITY OF GRAND JUNCTION, a municipal corporation, Grantee, whose address is 250 North Fifth Street, Grand Junction, 81501, County of Mesa, State of Colorado, the following real property in the County of Mesa, State of Colorado, to wit:

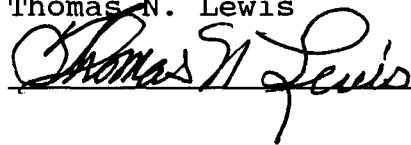
A tract of land located in Lot 2 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows:

Commencing at the Center Quarter corner of said Section 23, and considering the North line of said Lot 2 to bear South 89°37'00" East, as determined by the Bureau of Land Management in 1972, with all bearings indicated herein relative thereto; thence South 89°37'00" East along the North line of said Lot 2 a distance of 1319.41 feet to the Northeast corner of said Lot 2; thence south 00°12'33" East along the East line of said Lot 2, a distance of 1518.00 feet to the North bank of South Island, and the TRUE POINT OF BEGINNING; thence continuing South 00°12'33" East, a distance of 122.00 feet to the South bank of said South Island; thence along said South bank, North 80°59'26" West, a distance of 868.57 feet; thence continuing along said South bank, North 61°28'16" West, a distance of 427.57 feet; thence along the West bank of said South Island, North 57°15'38" East, a distance of 66.72 feet to the South line of that parcel of land described in Book 1348 at Page 836 in the office of the Mesa County Clerk and Recorder; thence along the South line of said parcel, South 63°52'00" East, a distance of 127.00 feet to the Southeast corner of said parcel; thence along the East line of said parcel, North 42°53'00" East, a distance of 105.00 feet to the North bank of said South Island; thence along said North bank, South 75°01'16" East, a distance of 169.87 feet; thence continuing along said North bank, South 71°42'12" East, a distance of 623.73 feet; thence continuing along said North bank, South 81°23'39" East, a distance of 237.86 feet to the TRUE POINT OF BEGINNING; EXCEPT a tract of land conveyed to the City of Grand Junction by deed recorded in Book 925 at Page 451 of the records of the Clerk and Recorder of Mesa County, Colorado.

with all its appurtenances, and warrants the title to the same, subject to: lack of right of access from the land to any open public road, street, or highway.

Signed this 7th day of August, 1990.

Thomas N. Lewis



STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

BOOK 1798 PAGE 349

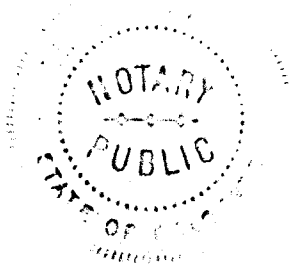
The foregoing instrument was acknowledged before me this 7th day of August, 1990, by Thomas N. Lewis.

My commission expires: 2/28/94

Witness my hand and official seal

Tim Woodmanee  
Notary Public

Address: 250 North 5th  
Grand Junction, CO 81501



Copy to Jim Woodmansee 8-20-90

QUIT CLAIM DEED

1548401 02:40 PM 08/07/90  
MESA CO. CLK & REC MESA COUNTY CO  
DOC EXEMPT

THOMAS N. LEWIS, Grantor, for the consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, hereby sell and quitclaim to the City of Grand Junction, a municipal corporation, whose address is 250 North 5th Street, Grand Junction, County of Mesa, State of Colorado, all parcels and lands owned by Grantor, or in which Grantor has an interest, in Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, including, but not by way of limitation, all of grantor's interest in and to "South Island" located in the Colorado River, including lands which result from any gain as a result of changes to the river.

Signed this 7th day of August, 1990.

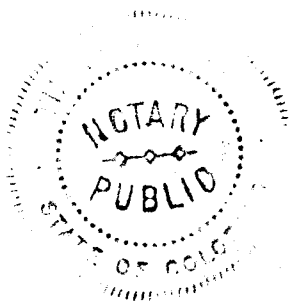
Thomas N. Lewis  
Thomas N. Lewis

STATE OF COLORADO        )  
  ) ss.  
County of Mesa            )

The foregoing instrument was acknowledged before me this 7th day of August, 1990, by Thomas N. Lewis.

My commission expires 2/28/94.

Witness my hand and official seal.



Jim Woodmansee  
Notary Public

Address: 250 North 5th  
Grand Junction, Co 81501



Grand Junction Planning Department  
250 North Fifth Street  
Grand Junction, Colorado 81501-2668  
(303) 244-1430

ACCEPTANCE OF CONDITIONS  
LEWIS CONTRACT

The City of Grand Junction accepts the assignment of the Grand Junction/Mesa County Riverfront Commission's interest in the contract to purchase the Lewis property described in the Contract dated September 26, 1988.

The following property related items, as described in the Contract #19.b. are approved by the City of Grand Junction:

1. The Commitment for Title Insurance is accepted, provided parcel no. 2945-233-00-018 is added to the Commitment. The deed to the City of Grand Junction should also include the strip of land between the overflow channel and parcel nos. 2945-234-00-008,001,027 which is not included in the Commitment for Title Insurance. Exception no. 20 in the Commitment affects schedule nos. 2945-033-00-017 and 018 which are not being purchased. The rights conveyed in the Quit Claim Deed recorded in Book 964, Page 442, identified as Bobs and Bobs No. 1, will be included in the conveyance from Tom Lewis to the City of Grand Junction.
2. The City has approved the survey which is in progress. Land along the overflow channel alignment not included in the legal descriptions will be Quit Claimed to the City of Grand Junction from Tom Lewis.
3. The City has conducted a physical inspection of the property and accepts the results of the soil and water tests.
4. UNC is currently conducting mill tailings assessments on the property. Areas of uranium mill tailings contamination will be cleaned up through the UMTRA program.

  
Karl G. Metzner  
Director of Planning

11/25/88  
Date

ALTC-1715

WARRANTY DEED

1502091 DOC EXEMPT 04:17 PM  
NOV 29, 1988 E.SANTER, CLAMEC MESA CITY, CO

Thomas N. Lewis

BOOK 1720 PAGE 199

whose address is 1337 White Avenue

\*County of Mesa, State of

Colorado

for the consideration of

Ten & Other Consideration dollars, in hand paid, hereby sell(s)

and convey(s) to The City of Grand Junction, A Municipal Corporation

whose legal address is 250 North Fifth Street,

County of Mesa, and State of Colorado

the following real property in the County of Mesa, and State of

Colorado, to wit:

A tract of land in Lot 2, Section 23, Township 1 South, Range 1 West of the Ute Meridian, lying West of the North and South Centerline of said Section 23, more particularly described as follows:

The East 150 feet of: Beginning at the Center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 423.62 feet, thence South to a point whence the center of the East end of Pier No. 2 of the State Bridge bears North 57°39' West 558.5 feet, more or less, thence South 57°30' East to a point South of the point of beginning, thence North to the point of beginning.

EXCEPT the following described tract, to wit: Beginning at the center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 72 feet, thence South 190 feet, thence East 72 feet, thence North 190 feet to the place of beginning.

and

Commencing at the center of the East End of Pier No. 2 of the State Bridge from which a point 658 feet West from the center of Section 23, Township 1 South,

(Continued)

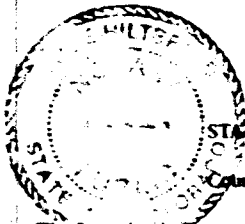
also known by street and number as

with all its appurtenances, and warrant(s) the title to the same, subject to General Taxes and Assessments, and covenants, conditions, restrictions, reservations, dedications and easements of record, as specified in American Land Title Company Title Commitment #ALTC-1715.

Signed this 29th day of November

19 88

*Thomas N. Lewis*  
Thomas N. Lewis



STATE OF COLORADO

County of Mesa

The foregoing instrument was acknowledged before me this 29th day of November, 19 88, by Thomas N. Lewis

My commission expires

August 12, 1989

Witness my hand and official seal

*[Signature]*  
Notary Public

550 Grand Avenue  
Grand Junction, CO 81501

\*If in Denver, insert "Co." and "



## Legal Description (continued)

Range 1 West of the Ute Principal Meridian bears North  $35^{\circ}15'$  East 418 feet and running thence South  $57^{\circ}30'$  East 764 feet, thence South  $54^{\circ}$  East 781 feet, thence South  $42^{\circ}30'$  West 157 feet, thence North  $64^{\circ}15'$  West 693 feet, thence North  $44^{\circ}45'$  West 853 feet, thence North  $35^{\circ}15'$  East 96 feet to the place of beginning (variations in all courses  $15^{\circ}$  East), being an island in the Grand River near Grand Junction, Colorado.

and

Beginning at the Northwest corner of the Northwest quarter of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Meridian, thence East 88 feet, thence South 300 feet, thence West 88 feet, thence North 300 feet to the point of beginning.

and

Beginning 300 feet South of the Northwest corner of the Northwest quarter Southeast quarter of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, thence South 280.8 feet, thence East 100 feet, thence North 580.8 feet, thence West 12 feet, thence South 300 feet, thence West 88 feet to the place of beginning.

and

Beginning 100 feet East and 170 feet South of the Northwest corner of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence East 170 feet, thence South to the River, thence Westerly along the North bank of River to a point 100 feet East of the West line of the Southeast quarter of Section 23, thence North to the point of beginning.

and

Beginning 100 feet East of the Northwest corner of the Northwest quarter of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence East 85 feet, thence South 170 feet, thence West 85 feet, thence North 170 feet to the point of beginning.

and

Beginning at a point 338 feet East of the center of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, thence East 87 feet, thence South  $2^{\circ}34'$  East 317 feet, thence South  $2^{\circ}55'$  East 186.6 feet to a point on the right bank of the Colorado

(Continued)

## Legal Description (continued)

River, thence Westerly along the North meander line of the Colorado River to a point 270 feet East of the West line of the Southeast quarter of Section 23, thence North to a point 170 feet South of the North line of the Southeast quarter of Section 23, thence East 68 feet, thence North 170 feet to the place of beginning.

and

All that part of Lot 2, Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian lying West of a line commencing 523.62 feet West of the center of said Section 23, Township 1 South, Range 1 West, Ute Principal Meridian and running thence due North and South, EXCEPTING a tract of land described as follows: Beginning at a point 523.62 feet West of the center of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence South 325 feet, thence West 190 feet, thence North 325 feet, thence East 190 feet to the point of beginning; AND EXCEPTING a tract of land described as follows: That part of the North 325 feet of Lot 2, Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, East of the State Highway and West of a line extended South from a point 713.62 feet West of the Center of Section 23.

and

Commencing at the Center of Section Monument of Sec. 23, T1S, R1W, of the Ute Meridian, thence S 89°17' W 752.0 ft., thence S 0°43' E 442.0 ft. to the true point of beginning, thence S 34°22' W 165.0 ft., thence N 61°12' W 172.0 ft., thence S 29°45' W 25.0 ft., thence S 46°52' E 760.0 ft., thence S 74°57' E 285.0 ft., thence N 66°46' E 335.0 ft., thence S 87°30' E 373.0 ft., thence S 62°51' E 460.0 ft., thence S 84°17' E 228.0 ft., thence N 42°41' E 270.0 ft., thence N 0°48' E 110.0 ft., thence N 77°25' W 302.0 ft., thence N 48°20' W 385.0 ft., thence N 88°54' W 370.0 ft., thence S 79°59' W 410.0 ft., thence N 67°30' W 254.0 ft., thence N 75°50' W 499.0 ft., to the point of beginning; EXCEPTING property conveyed to the City of Grand Junction as recorded in Book 925, Page 451 of the Mesa County Clerk's records; AND ALSO EXCEPTING: Beginning 223.62 ft. W of the Center Line of Sec. 23, T1S, R1W, Ute Meridian, W 100 ft. S to a point whence the Center of the E end of pier No. 2 of the Old State Bridge bears N 57°30' W 700 ft., S 57 degrees 30' E 210 ft., N to point 160 ft. S of the East and West Center Line of said Sec. 23., W 73.62 ft., N 160 ft., to the point of beginning.

and

(Continued)

## Legal Description (continued)

A Tract of land in Lot Two (2), Section Twenty-Three (23), Township One (1) South, Range One (1) West of the Ute Meridian, lying West of the North and South center line of said Section Twenty-Three (23), more particularly described as follows: The East 150 feet of: Beginning at the center of Section Twenty-Three (23), Township One (1) South, Range One (1) West of the Ute Meridian, thence West 423.62 feet, thence South to a point whence the center of the East end of Pier No. 2 of the State Bridge bears North 57°39' West 558.5 feet, more or less, thence South 57°30' East to a point South of the point of beginning, thence North to the point of beginning. Except the following described tract, to-wit: Beginning at the center of Section Twenty-Three (23), Township One (1) South, Range One (1) West of the Ute Meridian, thence West 72 feet, thence South 190 feet, thence East 72 feet, thence North 190 feet to the place of beginning; in Mesa County, Colorado.

and

Beginning 185 feet East of the Northwest corner of the Northwest Quarter of SE 1/4 of Section 23, T1S, R1W of the Ute Meridian, thence East 85 feet, thence South 170 feet, thence West 85 feet, thence North 170 feet, to the point of beginning, in Mesa County, State of Colorado.

and

Commencing at the center of Section Monument of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 89°17' West 752.0 feet, thence South 0°43' East 442.0 feet to the true point of beginning, thence South 34°22' West 165.0 feet, thence North 61°12' West 172.0 feet, thence South 29°45' West 25.0 feet, thence South 46°52' East 760.0 feet, thence South 74°57' East 285.0 feet, thence North 66°46' East 335.0 feet, thence South 87°30' East 373.0 feet, thence South 62°51' East 460.0 feet, thence South 84°17' East 228.0 feet, thence North 42°41' East 270.0 feet, thence North 0°48' East 110.0 feet, thence North 77°25' West 302.0 feet, thence North 48°20' West 385.0 feet, thence North 88°54' West 370.0 feet, thence South 79°59' West 410.0 feet, thence North 67°30' West 254.0 feet, thence North 75°50' West 499.0 feet, to the point of beginning; EXCEPTING property conveyed to the City of Grand Junction as recorded in Book 925, Page 451 of the Mesa County Clerk's Records; and ALSO EXCEPTING: Beginning 223.62 feet West of the Centerline of Section 23, Township 1 South, Range 1 West, Ute Meridian, West 100 feet South to a point whence the center of the

(Continued)

## Legal Description (continued)

East end of Pier No. 2 of the Old State Bridge bears North 57°30' West 700 feet, South 57°30' East 210 feet, North to point 160 feet South of the East and West Centerline of Section 23, West 73.62 feet, North 160 feet to the point of beginning. EXCEPT: A tract or parcel of land situated in the NW 1/4 of the SE 1/4 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the Northeast corner of said NW 1/4 SE 1/4, from whence the Northwest corner of said NW 1/4 SE 1/4 bears S 90°00'00" W 1319.41 feet and all bearings contained herein to be relative thereto;  
 thence S 00°43'57" E along the East line of said NW 1/4 SE 1/4 364.11 feet to the true point of beginning,  
 thence continuing S 00°43'57" E 252.87 feet,  
 thence S 87°04'01" W 264.35 feet,  
 thence N 00°27'27" E 113.72 feet,  
 thence N 90°00'00" E 2.34 feet,  
 thence N 00°00'00" E 152.66 feet,  
 thence N 90°00'00" E 257.52 feet to the true point of beginning.

and

All that part of Lot 2, Section 23, Township 1 South, Range 1 West lying South of the following described land: Beginning at a point which is 323.62 feet West of the center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 440 feet, thence West 100 feet thence North West to a point which is 370 feet South and 523.62 feet West of center of said Section 23, thence North 370 feet thence East 200 feet more or less to point of beginning.

**WARRANTY DEED**

1502092 DOC EXEMPT 04:17 PM  
NOV 29 1985 F. SAWYER-CLK&REC MESA CTY-CO

Thomas N. Lewis

Grantor

**BOOK 1720 PAGE 204**

whose address is 1514 Rood Avenue

County of Mesa State of \_\_\_\_\_

Colorado for the consideration of  
**One Dollar and other good and valuable**  
consideration \_\_\_\_\_  
dollars, in hand paid, hereby sell(s)

and conveys to the City of Grand Junction, a Municipal Corporation

whose legal address is 250 North 5th Street

County of Mesa and State of Colorado

the following real property in the Court of Mesa and State of \_\_\_\_\_

Colorado, to wit:

All of Lot 2 in the Southeast Quarter of Section 23, T1S, R1W, of the Ute Meridian south of the following described line:

Beginning at a point from which the East Quarter corner of said Section 23 bears N00°12'33"W 617.07 feet and S89°37'00"E 1319.40 feet; thence S87°27'01"W 263.27 feet; thence N00°50'27"E 113.72 feet; thence N89°40'39"W 298.10 feet; thence N00°23'00"E 57.02 feet; thence S77°47'30"W 102.58 feet; thence N00°23'00"E 8.79 feet; thence S82°39'56"W 218.85 feet

also known by street and number as \_\_\_\_\_

with all its appurtenances, and warrant(s) to title to the same, subject to \_\_\_\_\_

Signed this 29th day of November 1985

Thomas N. Lewis  
Thomas N. Lewis



STATE OF COLORADO

County of Mesa

The foregoing instrument was acknowledged before me in the \_\_\_\_\_

County

of Mesa State of Colorado

this 29th day

of November 1985 by Thomas N. Lewis

My commission expires 8/12/87  
Witness my hand and official seal.

[Signature]  
Notary Public  
500 Grand  
Grand Junction, CO 81501

\* If in Denver, insert "City and "

**QUIT CLAIM DEED**

1502993 DOC EXEMPT 04/17/77  
NOV. 29, 1988 E. SMYTER, CLARET MESA CITY CO

**BOOK 1720 PAGE 200**

Thomas N. Lewis  
whose address is 1514 Rood Avenue

County of Mesa, and State of

Colorado, for the consideration of One Dollar and  
other good and valuable Consideration  
Dollars, in hand paid,

hereby sells and quit claim(s) to the City of Grand Junction,  
a Municipal Corporation  
whose address is 250 North 5th Street

County of Mesa, and State of Colorado, the following real

property, in the County of Mesa, and State of Colorado, to wit:

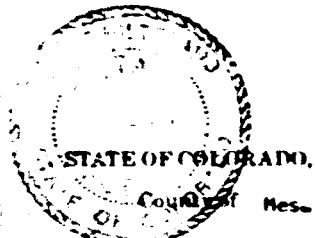
See Exhibit A herein attached.

also known as street and number

with all its appurtenances

Signed this 29th day of November, 1988

*Thomas N. Lewis*  
\_\_\_\_\_  
Thomas N. Lewis



The foregoing instrument was acknowledged before me in the  
of Mesa State of Colorado this 29th County  
of November, 1988, by Thomas N. Lewis day

My Commission Expires:  
8/12/89

*[Signature]*  
\_\_\_\_\_  
Notary Public  
550 Grand Avenue  
Grand Junction, CO 81501  
Address

## Parcel 1

That part of Lot 2, Section 23, Township 1 South, Range 1 West of the Ute Meridian, being described as follows: Commencing at the Center Quarter (C 1/4) Corner of said Section 23, and considering the North line of said Lot 2, Section 23 to bear South 89°37'00" East, with all bearings contained herein relative thereto; thence along the North line of said Lot 2, South 89°37'00" East 1319.41 feet to the Northeast Corner of said Lot 2; thence along the East line of said Lot 2, South 00°12'33" East 776.46 feet to the North bank of the North channel of the Colorado River, and the TRUE POINT OF BEGINNING; thence continuing along the East line of said Lot 2, South 00°12'33" East 118.32 feet; thence leaving the East line of said Lot 2 and running North 77°25'00" West 295.33 feet; thence North 48°20'00" West 220.49 feet to the North bank of the North channel of the Colorado River; thence along said North bank, South 82°06'12" East 247.68 feet; thence continuing along said North bank, South 73°04'42" East 215.98 feet to the TRUE POINT OF BEGINNING. Contains 1.987 acres, more or less.

## Parcel 2

That part of Lot 2, Section 23, Township 1 South, Range 1 West of the Ute Meridian, being described as follows: Commencing at the Center Quarter (C 1/4) Corner of said Section 23, and considering the North line of said Lot 2, Section 23 to bear South 89°37'00" East, with all bearings contained herein relative thereto; thence South 00°23'00" West 490.40 feet to the North bank of the North channel of the Colorado River, and the TRUE POINT OF BEGINNING; thence leaving said North bank and running South 00°23'00" West 90.40 feet; thence South 89°37'00" East 100.00 feet; thence North 77°48'42" East 82.70 feet to the North bank of the North channel of the Colorado River; thence along said North bank, South 79°52'00" East 136.20 feet; thence leaving said North bank and running South 79°15'00" West 342.83 feet; thence North 47°35'00" West 254.00 feet; thence North 75°50'00" West 499.30 feet to the Easterly right-of-way line of the Colorado State Highway; thence along said right-of-way line, South 34°22'00" West 165.00 feet; thence continuing along said right-of-way line North 41°12'00" West 172.00 feet; thence leaving said right-of-way line and running North 47°52'45" East 248.98 feet to the North bank of the North channel of the Colorado River; thence along said North bank the following five (5) courses and distances: (1) South 73°00'00" East 290.24 feet; (2) South 71°52'17" East 105.00 feet; (3) South 77°12'35" East 102.39 feet; (4) South 79°44'01" East 176.24 feet; (5) North 89°40'42" East 150.01 feet to the TRUE POINT OF BEGINNING. Contains 2.645 acres, more or less.

The rights conveyed in the Quit Claim Deed recorded in Book 964, Page 442, identified as Bobs and Bobs No. 1.



**COMMONWEALTH**  
**LAND TITLE INSURANCE COMPANY**  
 A Reliance Group Holdings Company

POLICY NUMBER  
**107-544085**

**OWNER'S POLICY OF TITLE INSURANCE**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and cost, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

IN WITNESS WHEREOF, the Commonwealth Land 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.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

*James J. Lynch Jr.*  
 Secretary

By

*Joseph A. Burke*  
 President

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy:

1. (a) Governmental police power.  
 (b) Any law, ordinance or governmental regulation relating to environmental protection.  
 (c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.  
 (d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; (e) resulting in loss or damage which would not have been sustained if the insured claimant had value for the estate or interest insured by this policy.





**SCHEDULE A**

AMOUNT OF INSURANCE: \$ 320,000.00

FILE NO. ALTC-1715

PREMIUM: \$ 727.00

POLICY NO. 107-544085

DATE OF POLICY: November 29, 1988 , AT 4:17 p.m.

**1. NAME OF INSURED:**

The City of Grand Junction, A Municipal Corporation

**2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS POLICY IS fee simple AND IS AT DATE OF POLICY VESTED IN:**

The City of Grand Junction, A Municipal Corporation

**3. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED IN THE SAID INSTRUMENT, IS SITUATED IN THE COUNTY OF Mesa , STATE OF COLORADO, AND IS IDENTIFIED AS FOLLOWS:**

A tract of land in Lot 2, Section 23, Township 1 South, Range 1 West of the Ute Meridian, lying West of the North and South Centerline of said Section 23, more particularly described as follows:

The East 150 feet of: Beginning at the Center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 423.62 feet, thence South to a point whence the center of the East end of Pier No. 2 of the State Bridge bears North 57°39' West 558.5 feet, more or less, thence South 57°30' East to a point South of the point of beginning, thence North to the point of beginning. EXCEPT the following described tract, to wit: Beginning at the center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 72 feet, thence South 190 feet, thence East 72 feet, thence North 190 feet to the place of beginning.

and

Commencing at the center of the East End of Pier No. 2 of the State Bridge from which a point 658 feet West from the center of Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian bears North 35°15' East 418 feet and running thence South 57°30' East 764 feet, thence South 54° East 781 feet, thence South 42°30' West 157 feet, thence North 64°15' West 693 feet, thence North 44°45' West 853 feet, thence North 35°15' East 96 feet to the place of beginning (variations in all courses 15°

(Continued)

AMERICAN LAND TITLE COMPANY

BY: *Ray H. Hottel*  
 550 GRAND AVENUE  
 GRAND JUNCTION, CO. 81501

**THIS POLICY IS VALID ONLY IF SCHEDULE B IS ATTACHED**



Legal Description (continued)

East), being an island in the Grand River near Grand Junction, Colorado.

and

Beginning at the Northwest corner of the Northwest quarter of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Meridian, thence East 88 feet, thence South 300 feet, thence West 88 feet, thence North 300 feet to the point of beginning.

2445-234-00-001

and

Beginning 300 feet South of the Northwest corner of the Northwest quarter Southeast quarter of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, thence South 280.8 feet, thence East 100 feet, thence North 580.8 feet, thence West 12 feet, thence South 300 feet, thence West 88 feet to the place of beginning.

2445-234-00-005

and

Beginning 100 feet East and 170 feet South of the Northwest corner of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence East 170 feet, thence South to the River, thence Westerly along the North bank of River to a point 100 feet East of the West line of the Southeast quarter of Section 23, thence North to the point of beginning.

2445-234-00-006

and

Beginning 100 feet East of the Northwest corner of the Northwest quarter of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence East 85 feet, thence South 170 feet, thence West 85 feet, thence North 170 feet to the point of beginning.

2445-234-00-007

and

Beginning at a point 338 feet East of the center of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, thence East 87 feet, thence South 2°34' East 317 feet, thence South 2°55' East 186.6 feet to a point on the right bank of the Colorado River, thence Westerly along the North meander line of the Colorado River to a point 270 feet East of the West line of the Southeast quarter of Section 23, thence North to a point 170 feet South of the North line of the Southeast quarter of Section 23, thence East 68 feet, thence North 170 feet to the place of

2445-234-00-008

(Continued)

Legal Description (continued)

beginning.

and

All that part of Lot 2, Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian lying West of a line commencing 523.62 feet West of the center of said Section 23, Township 1 South, Range 1 West, Ute Principal Meridian and running thence due North and South, EXCEPTING a tract of land described as follows: Beginning at a point 523.62 feet West of the center of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence South 325 feet, thence West 190 feet, thence North 325 feet, thence East 190 feet to the point of beginning; AND EXCEPTING a tract of land described as follows: That part of the North 325 feet of Lot 2, Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, East of the State Highway and West of a line extended South from a point 713.62 feet West of the Center of Section 23.

and

Commencing at the Center of Section Monument of Sec. 23, T1S, R1W, of the Ute Meridian, thence S 89°17' W 752.0 ft., thence S 0°43' E 442.0 ft. to the true point of beginning, thence S 34°22' W 165.0 ft., thence N 61°12' W 172.0 ft., thence S 29°45' W 25.0 ft., thence S 46°52' E 760.0 ft., thence S 74°57' E 285.0 ft., thence N 66°46' E 335.0 ft., thence S 87°30' E 373.0 ft., thence S 62°51' E 460.0 ft., thence S 84°17' E 228.0 ft., thence N 42°41' E 270.0 ft., thence N 0°48' E 110.0 ft., thence N 77°25' W 302.0 ft., thence N 48°20' W 385.0 ft., thence N 88°54' W 370.0 ft., thence S 79°59' W 410.0 ft., thence N 67°30' W 254.0 ft., thence N 75°50' W 499.0 ft., to the point of beginning: EXCEPTING property conveyed to the City of Grand Junction as recorded in Book 925, Page 451 of the Mesa County Clerk's records; AND ALSO EXCEPTING: Beginning 223.62 ft. W of the Center Line of Sec. 23, T1S, R1W, Ute Meridian, W 100 ft. S to a point whence the Center of the E end of pier No. 2 of the Old State Bridge bears N 57°30' W 700 ft., S 57 degrees 30' E 210 ft., N to point 160 ft. S of the East and West Center Line of said Sec. 23., W 73.62 ft., N 160 ft., to the point of beginning.

and

A Tract of land in Lot Two (2), Section Twenty-Three (23), Township One (1) South, Range One (1) West of the Ute Meridian, lying West of the North and South center line of said Section Twenty-Three (23), more particularly described as follows: The

(Continued)



Legal Description (continued)

East 150 feet of: Beginning at the center of Section Twenty-Three (23), Township One (1) South, Range One (1) West of the Ute Meridian, thence West 423.62 feet, thence South to a point whence the center of the East end of Pier No. 2 of the State Bridge bears North 57°39' West 558.5 feet, more or less, thence South 57°30' East to a point South of the point of beginning, thence North to the point of beginning. Except the following described tract, to-wit: Beginning at the center of Section Twenty-Three (23), Township One (1) South, Range One (1) West of the Ute Meridian, thence West 72 feet, thence South 190 feet, thence East 72 feet, thence North 190 feet to the place of beginning; in Mesa County, Colorado.

and

Beginning 185 feet East of the Northwest corner of the Northwest Quarter of SE 1/4 of Section 23, T1S, R1W of the Ute Meridian, thence East 85 feet, thence South 170 feet, thence West 85 feet, thence North 170 feet, to the point of beginning, in Mesa County, State of Colorado.

5445-23-10-03

and

Commencing at the center of Section Monument of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 89°17' West 752.0 feet, thence South 0°43' East 442.0 feet to the true point of beginning, thence South 34°22' West 165.0 feet, thence North 61°12' West 172.0 feet, thence South 29°45' West 25.0 feet, thence South 46°52' East 760.0 feet, thence South 74°57' East 285.0 feet, thence North 66°46' East 335.0 feet, thence South 87°30' East 373.0 feet, thence South 62°51' East 460.0 feet, thence South 84°17' East 228.0 feet, thence North 42°41' East 270.0 feet, thence North 0°48' East 110.0 feet, thence North 77°25' West 302.0 feet, thence North 48°20' West 385.0 feet, thence North 88°54' West 370.0 feet, thence South 79°59' West 410.0 feet, thence North 67°30' West 254.0 feet, thence North 75°50' West 499.0 feet, to the point of beginning; EXCEPTING property conveyed to the City of Grand Junction as recorded in Book 925, Page 451 of the Mesa County Clerk's Records; and ALSO EXCEPTING: Beginning 223.62 feet West of the Centerline of Section 23, Township 1 South, Range 1 West, Ute Meridian, West 100 feet South to a point whence the center of the East end of Pier No. 2 of the Old State Bridge bears North 57°30' West 700 feet, South 57°30' East 210 feet, North to point 160 feet South of the East and West Centerline of Section 23, West 73.62 feet, North 160 feet to the point of beginning. EXCEPT: A tract or parcel of land situated in the NW 1/4 of the SE 1/4 of

(Continued)



Legal Description (continued)

Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the Northeast corner of said NW 1/4 SE 1/4, from whence the Northwest corner of said NW 1/4 SE 1/4 bears S 90°00'00" W 1319.41 feet and all bearings contained herein to be relative thereto;  
thence S 00°43'57" E along the East line of said NW 1/4 SE 1/4 364.11 feet to the true point of beginning,  
thence continuing S 00°43'57" E 252.87 feet,  
thence S 87°04'01" W 264.35 feet,  
thence N 00°27'27" E 113.72 feet,  
thence N 90°00'00" E 2.34 feet,  
thence N 00°00'00" E 152.66 feet,  
thence N 90°00'00" E 257.52 feet to the true point of beginning.

and

All that part of Lot 2, Section 23, Township 1 South, Range 1 West lying South of the following described land: Beginning at a point which is 323.62 feet West of the center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 440 feet, thence West 100 feet thence North West to a point which is 370 feet South and 523.62 feet West of center of said Section 23, thence North 370 feet thence East 200 feet more or less to point of beginning.



**THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:**

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
2. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
3. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. UNPATENTED MINING CLAIMS, RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
6. ANY AND ALL UNPAID TAXES, ASSESSEMENTS, AND UNREDEEMED TAX SALES.
7. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded December 17, 1907, in Book 70, Page 390.
8. General Taxes for the year 1988, which are liens; are not yet due and payable.
9. Special assessments, liens for water and sewer service, and installation charges, if any, none now show of record.
10. An Easement in favor of FILTERING GALLERY, for Ditch Rights, recorded July 12, 1893, in Book 40, at Page 201, Official Records. (Affects Schedule No. 2945-233-00-017 and 2945-233-00-018)
11. An Easement in favor of MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., for Communication Lines, recorded August 5, 1911, in Book 175, at Page 78, Official Records.
12. An Easement in favor of GRAND JUNCTION WATER COMPANY, for Pipe Lines, recorded February 3, 1896, in Book 52, at Page 248, Official Records.
13. An Easement in favor of CITY OF GRAND JUNCTION, for Pipe Lines, recorded October 19, 1981, in Book 1338, at Page 554 and September 8, 1981, in Book 1332 at Page 361, and June 9, 1982, in Book 1376 at Page 763, Official Records.

(Continued)



Exceptions (continued)

14. An Easement in favor of PUBLIC SERVICE COMPANY OF COLORADO, for Utility Lines, over the North Twenty (20) feet of the East Five (5) feet of the following described property:

Begin at the NW corner of the SE 1/4 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence East One Hundred (100) feet to the TRUE POINT OF BEGINNING, thence East Eighty-Five (85) feet, thence South One Hundred Seventy (170) feet, thence West Eighty-Five (85) feet, thence North One Hundred Seventy (170) feet to the Beginning,

of the herein described property recorded May 14, 1985, in Book 1539, at Page 81, Official Records.

15. Any title, interest, rights or claims adverse to the vestees herein, existing or claimed to exist by reason of the fact that any portion or portions of said land are now or at anytime have been below the ordinary high water mark of the Colorado River, or by reason of the fact that any portion or portions thereof have been formed, created, built up, uncovered, rendered unnavigable, or joined to another portion of said land or brought within the boundaries of said land by avulsion or by sudden or rapid change or by any other than natural causes, or have been formed by accretion to any such portion or portions.

## CONDITIONS AND STIPULATIONS

(Continued)

### 7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

### 8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

### 10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy,

unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to Commonwealth Land Title Insurance Company, Eight Penn Center, Philadelphia, Pennsylvania 19103.





THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING

COUNTERPROPOSAL

RE: Proposed contract for the purchase of property described as:

By Parcel Schedule attached to offer dated September 26, 1988, The Grand Junction/Mesa County Riverfront Commission-Buyer

also known as number \_\_\_\_\_, situated in the City of Grand Junction County of Mesa, Colorado, dated September 26, 1988 between Tom N. Lewis, Seller, and The Grand Junction/Mesa County Riverfront Commission, Purchaser.

The undersigned Seller accepts said proposed contract, subject to the following amendments: Seller agrees to sell and buyer agrees to purchase all that property embraced in the offer dated September 26, 1988, and under terms and conditions as set forth except:

- 1. The approximately 7.4 acres in the South island as shown on the attached plat as "Exception" and by this reference is accepted as part of this agreement shall be excluded from the closing on November 14, 1988.
2. Purchase price for property to be conveyed by seller will be \$320,000.00.
3. For and in consideration of aforementioned sale, Seller shall have the option but not the responsibility within one year from November 14, 1988, to establish marketable title to "Excepted" property. If successful in arranging insurable title, satisfactory to Buyer, it is hereby agreed that Buyer will purchase said parcel for \$30,000.00. Closing shall take place within two (2) weeks following Buyers approval of title commitment. This provision shall survive the closing on November 14, 1988.

All other terms and conditions shall remain the same. If this counterproposal is accepted by Purchaser, as evidenced by Purchaser's signature hereon, and if Seller receives notice of such acceptance on or before October 11, 1988, the said proposed contract, as amended hereby, shall become a contract between the parties.

\* Thomas N. Lewis, Seller

\* \_\_\_\_\_, Seller

The foregoing counterproposal is accepted this 8th day of October, 1988

Purchaser By \_\_\_\_\_, Purchaser If this counterproposal is accepted by Purchaser as aforesaid, Seller agrees to pay listing broker a commission of \$10,000.00 of the purchase price for services in this transaction, and agrees that, in the event of forfeiture of payments and things of value received hereunder and under said proposed contract, such payments and things of value shall be divided between Seller and listing broker, one-half thereof to said broker, but not to exceed the commission, and the balance to Seller.

\* \_\_\_\_\_, Seller

\* \_\_\_\_\_, Seller

\*N.B. When this counterproposal is used, said proposed contract is not to be signed by Seller. This counterproposal must be securely attached to said proposed contract.



THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

**VACANT LAND  
CONTRACT TO BUY AND SELL REAL ESTATE  
(Remedies Include Specific Performance)**

September 26, 19 88

1. The undersigned agent hereby acknowledges having received from The Grand Junction/Mesa County Riverfront Commission the sum of \$ 25,000.00, in the form of a promissory note, to be held by Coldwell Banker Home Owners Realty broker, in broker's escrow or trustee account, as earnest money and part payment for the following described real estate in the \_\_\_\_\_ County of Mesa, Colorado, to wit:  
as described in the attached "Legal Description", which by reference is incorporated herein; also see attached "Parcel Schedule" which contains the Mesa County tax schedule numbers and their respective size and are included herein for reference,

together with all easements and rights of way appurtenant thereto, and all improvements thereon and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, and hereinafter called the Property.

2. The undersigned ~~person/s~~ The Grand Junction/Mesa County Riverfront Commission ~~as joint tenants in common~~, hereinafter called Purchaser, hereby agrees to buy the Property, and the undersigned owner(s), hereinafter called Seller, hereby agrees to sell the Property upon the terms and conditions stated herein.

3. The purchase price shall be U.S. \$ 320,000.00, payable as follows: \$ 25,000.00 hereby received for; the entire balance plus customary closing costs shall be paid on or before one business day before date for deed delivery by Federal Reserve System "wire transfer" to the closing agent's account identified by Seller's herein named Broker.

Seller agrees to pay customary closing costs.

4. Price to include: the real property

and the following water rights: all those appurtenant to the land, if any,

5. If a new loan is to be obtained by Purchaser from a third party, Purchaser agrees to promptly and diligently (a) apply for such loan, (b) execute all documents and furnish all information and documents required by the lender, and (c) pay the customary costs of obtaining such loan. Then if such loan is not approved on or before n/a, 19\_\_\_\_, or if so approved but is not available at time of closing, this contract shall be null and void and all payments and things of value received hereunder shall be returned to Purchaser.

6. If a note and trust deed or mortgage is to be assumed, Purchaser agrees to apply for a loan assumption if required and agrees to pay (1) a loan transfer fee not to exceed \$ n/a and (2) an interest rate not to exceed n/a % per annum. If the loan to be assumed has provisions for a shared equity or variable interest rates or variable payments, this contract is conditioned upon Purchaser reviewing and consenting to such provisions. If the lender's consent to a loan assumption is required, this contract is conditioned upon obtaining such consent without change in the terms and conditions of such loan except as herein provided.

7. If a note is to be made payable to Seller as partial or full payment of the purchase price, this contract shall not be assignable by Purchaser without written consent of Seller.

8. Cost of any appraisal for loan purposes to be obtained after this date shall be paid by n/a

9. ~~All abstracts of title to the Property, certified to date or~~ a current commitment for title insurance policy in an amount equal to the purchase price, at Seller's ~~option~~ and expense, shall be furnished to Purchaser on or before October 11, 19 88. ~~If Seller elects to furnish said title insurance commitment, Seller will deliver the title insurance policy to Purchaser after closing and pay the premium thereon.~~

10. The date of closing shall be the date for delivery of deed as provided in paragraph 11. The hour and place of closing shall be as designated by Coldwell Banker Home Owners Realty.

11. Title shall be merchantable in Seller, except as stated in this paragraph and in paragraphs 12 and 13. Subject to payment or tender as above provided and compliance by Purchaser with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient general warranty deed to Purchaser on November 14, 19 88, or, by mutual agreement, at an earlier date, conveying the Property free and clear of all taxes, except the general taxes for the year of closing, and except none; free and clear of all liens for special improvements installed as of the date of Purchaser's signature hereon, whether assessed or not; free and clear of all liens and encumbrances except none.

except the following restrictive covenants which do not contain a right of reverter:  
as described in the title insurance commitment

and except the following specific recorded and/or apparent easements:  
as described in the title insurance commitment

and subject to building and zoning regulations.

12. Except as stated in paragraphs 11 and 13, if title is not merchantable and written notice of defect(s) is given by Purchaser or Purchaser's agent to Seller or Seller's agent on or before date of closing, Seller shall use reasonable effort to correct said defect(s) prior to date of closing. If Seller is unable to correct said defect(s) on or before date of closing, at Seller's option and upon written notice to Purchaser or Purchaser's agent on or before date of closing, the date of closing shall be extended thirty days for the purpose of correcting said defect(s). Except as stated in paragraph 13, if title is not rendered merchantable as provided in this paragraph 12, at Purchaser's option, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to Purchaser.

13. Any encumbrance required to be paid may be paid at the time of settlement from the proceeds of this transaction or from any other source. Provided, however, at the option of either party, if the total indebtedness secured by liens on the Property exceeds the purchase price, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to Purchaser.

14. General taxes for the year of closing, based on the most recent levy and the most recent assessment, prepaid rents, water rents, sewer rents, FHA mortgage insurance premiums and interest on encumbrances, if any, and none other shall be apportioned to date of delivery of deed.

15. Possession of the Property shall be delivered to Purchaser on date of deed delivery

subject to the following leases or tenancies: see Paragraph 19. herein.

16. In the event the Property is substantially damaged by fire, flood or other casualty between the date of this contract and the date of delivery of deed, Purchaser may elect to terminate this contract; in which case all payments and things of value received hereunder shall be returned to Purchaser.

17. Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) IF SELLER IS IN DEFAULT, (1) Purchaser may elect to treat this contract as terminated, in which case all payments and things of value received hereunder shall be returned to Purchaser and Purchaser may recover such damages as may be proper, or (2) Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to an action for specific performance or damages, or both.

(b) IF PURCHASER IS IN DEFAULT, (1) Seller may elect to treat this contract as terminated, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller and Seller may recover such damages as may be proper, or (2) Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to an action for specific performance or damages, or both.

(c) Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this contract, the court may award to the prevailing party all reasonable costs and expense, including attorneys' fees.

18. Purchaser and Seller agree that, in the event of any controversy regarding the earnest money held by broker, unless mutual written instruction is received by broker, broker shall not be required to take any action but may await any proceeding, or at broker's option and discretion, may interplead any moneys or things of value into court and may recover court costs and reasonable attorneys' fees.

19. Additional provisions:

This contract is specifically contingent upon the following items:

a. Purchaser's assignment of their interest in this contract to the City of Grand Junction ("City") and the City's written acceptance of that assignment, all to be accomplished on or before November 9, 1988

b. Purchaser's approval on or before November 9, 1988 of the following Property related items:

- (1) the title commitment;
- (2) a survey obtained at Purchaser's expense and option;
- (3) a physical inspection;
- (4) the status of mill tailings.

c. Purchaser's and Seller's written agreement on or before November 9, 1988 upon terms and conditions for removal of Seller's personal property from the Property.

Purchaser's accomplishment and approval of the above items shall be evidenced by the City of Grand Junction's payment of the \$25,000.00 due for the promissory note for the earnest money. In the event said payment is not made, this contract shall be void and the earnest money note immediately returned to Purchaser.

Purchaser hereby acknowledges prior, timely notice that Coldwell Banker Home Owners Realty and its agents are agents of Seller and are not representing Purchaser as Purchaser's agent in this transaction.

This contract is also contingent upon Seller's ability to deliver good, marketable title to Purchaser.

20. If this proposal is accepted by Seller in writing and Purchaser receives notice of such acceptance on or before October 27, 1988, this instrument shall become a contract between Seller and Purchaser and shall inure to the benefit of the heirs, successors and assigns of such parties, except as stated in paragraph 7.

James M. Robb      9/27/88      Broker Coldwell Banker Home Owners Realty  
Purchaser      Date  
The Grand Junction/Mesa County Riverfront  
Commission  
 By: James M. Robb, Co-Chairman      By: \_\_\_\_\_  
Purchaser      Date

Purchaser's Address \_\_\_\_\_

(The following section to be completed by Seller and Listing Agent)

21. Seller accepts the above proposal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ and agrees to pay a commission of \_\_\_\_\_% of the purchase price for services in this transaction, and agrees that, in the event of forfeiture of payments and things of value received hereunder, such payments and things of value shall be divided between listing broker and Seller, one-half thereof to said broker, but not to exceed the commission, and the balance to Seller.

Seller \_\_\_\_\_ Seller \_\_\_\_\_

Seller's Address \_\_\_\_\_

Listing Broker's Name and Address \_\_\_\_\_

The printed portions of this form approved by  
The Colorado Real Estate Commission (EMP 80-2-81)

GRAND JUNCTION BOARD OF REALTORS



U.S. \$ 25,000.00

**EARNEST MONEY**  
Promissory Note

Grand Junction, Colorado  
city state

DATE September 26, 19 88

FOR VALUE RECEIVED, The Grand Junction/Mesa County Riverfront Commission  
name(s) of maker(s)

address \_\_\_\_\_ *(jointly and*

*severally*, promise to pay to the order of Coldwell Banker Home Owners Realty

the sum of Twenty Five Thousand and 00/100's Dollars,

with interest at none per cent per annum from n/a until paid.

Both principal and interest are payable in U.S. dollars on or before November 9, 1988, payable at

or at such other address as note holder may designate. Presentment, notice of dishonor, and protest are hereby waived. If this note is not paid when due, I/we agree to pay all reasonable costs of collection, including attorney's fees.

The Grand Junction Riverfront Commission  
Maker's Signature

By: James M. Robb, Co-Chairman  
Maker's Signature

This note is given as earnest money for the contract on the following property: those parcels the subject of a contract of even date and owned by Thomas N. Lewis and is subject to the terms and conditions of said contract.

PARCEL SCHEDULE

September 26, 1988

<u>Parcel No.</u>	<u>Mesa County Tax Schedule No.</u>	<u>Parcel Size</u>	
1	2945-233-00-002	57,935 Square Feet	} (approx. 7.99 acres)
2	2945-233-00-017	24,829 Square Feet	
3	2945-233-00-018	9,375 Square Feet	
4	2945-233-00-019	11,326 Square Feet	
5	2945-234-00-001	26,400 Square Feet	
6	2945-234-00-002	14,450 Square Feet	
7	2945-234-00-003	14,450 Square Feet	
8	2945-234-00-005	31,680 Square Feet	
9	2945-234-00-006	69,696 Square Feet	
10	2945-234-00-007	87,991 Square Feet	
11	2945-233-00-020	7.77 Acres	
12	2945-234-00-028	20 Acres (21.03 per assessor less approx. 1 acre for City Right of Way.)	

A tract of land in Lot 2, Section 23, Township 1 South, Range 1 West of the Ute Meridian, lying West of the North and South Centerline of said Section 23, more particularly described as follows:

*2915-213-00-001*  
 The East 150 feet of: Beginning at the Center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 423.62 feet, thence South to a point whence the center of the East end of Pier No. 2 of the State Bridge bears North 57°39' West 558.5 feet, more or less, thence South 57° 30' East to a point South of the point of beginning, thence North to the point of beginning. EXCEPT the following described tract, to wit: Beginning at the center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 72 feet, thence South 190 feet, thence East 72 feet, thence North 190 feet to the place of beginning.

All that part of Lot 2, Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian lying West of a line commencing 523.62 feet West of the center of said Section 23, Township 1 South, Range 1 West, Ute Principal Meridian and running thence due North and South, EXCEPTING a tract of land described as follows: Beginning at a point 523.62 feet West of the center of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence South 325 feet, thence West 190 feet, thence North 325 feet, thence East 190 feet to the point of beginning; AND EXCEPTING a tract of land described as follows: That part of the North 325 feet of Lot 2, Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, East of the State Highway and West of a line extended South from a point 713.62 feet West of the Center of Section 23.

*V in appraisal*

*2915-213-00-001*

*2915-213-00-005*

Beginning at the Northwest corner of the Northwest quarter of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Meridian, thence East 88 feet, thence South 300 feet, thence West 88 feet, thence North 300 feet to the point of beginning. *2915-214-00-001*

Beginning 100 feet East of the Northwest corner of the Northwest quarter of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence East 85 feet, thence South 170 feet, thence West 85 feet, thence North 170 feet to the point of beginning. *2915-214-00-002*

Beginning 185 feet East of the Northwest corner of the Northwest Quarter of SE $\frac{1}{4}$  of Section 23, T1S, R1W of the Ute Meridian, thence East 85 feet, thence South 170 feet, thence West 85 feet, thence North 170 feet, to the point of beginning, in Mesa County, State of Colorado.

and

Beginning 300 feet South of the Northwest corner of the Northwest quarter Southeast quarter of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, thence South 280.8 feet, thence East 100 feet, thence North 580.8 feet, thence West 12 feet, thence South 300 feet, thence West 88 feet to the place of beginning. *2915-214-00-005*



and

Beginning 100 feet East and 170 feet South of the Northwest corner of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence East 170 feet, thence South to the River, thence Westerly along the North bank of River to a point 100 feet East of the West line of the Southeast quarter of Section 23, thence North to the point of beginning. 2945-233-00-006

and

Beginning at a point 338 feet East of the center of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, thence East 87 feet, thence South 34' East 317 feet, thence South 2° 55' East 186.6 feet to a point on the right bank of the Colorado River, thence Westerly along the North meander line of Colorado River to a point 270 feet East of the West line of the Southeast quarter of Section 23, thence North to a point 170 feet South of the North line of the Southeast quarter of Section 23, thence East 68 feet, thence North 170 feet to the place of beginning. 2945-233-00-007

2945-233-00-018 - Legal Description as abstracted from Mesa County assessor

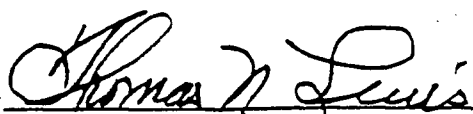
That part of Lot 2 Sec. 23, T1S, R1W lying South of Foll Line.  
 Beg. 323.62 feet West and 440 feet South of Center Section 23  
 Beg. west 100 feet Northwesterly to a point 523.62 West and 370 feet South of Center Section 23.


It is noted that the legal description for this parcel is not complete.

That parcel described in Book 1012 at Page 797, Mesa County Clerk and Recorder records.

LEWIS PROPERTY ACQUISITION CONDITIONS

1. Mr. Lewis will remove everything metal from the property on or before November 29, 1989.
2. Mr. Lewis will dispose of all batteries, barrels, drums, and other ~~possible~~ hazardous materials, in accordance with state and federal regulations and laws, *excluding uranium mill tailings*
3. Mr. Lewis will properly remove all underground and above ground tanks in accordance with state and federal regulations and laws.
4. Mr. Lewis will leave the existing bridge intact and in the condition it was on October 31, 1988.
5. The property will be left in as close to a natural state as possible, e.g. destruction of vegetation and earth moving will be minimized.
6. Mr. Lewis will have one year from the date of closing to remove personal property, ~~The City will prioritize areas to be cleaned up,~~ starting with Watson Island, <sup>including</sup> ~~except~~ that *personal* property described in paragraphs 1, 2, and 3 above.
7. Mr. Lewis shall notify all tenants of sale and make arrangements for their removal/eviction within 60 days of the date of closing.
8. Mr. Lewis agrees to hold the City harmless from, and indemnify the City, its employees, officers, and agents from any liability, claims, or injury to persons or property arising out of, or relating to, personal property removal and the storage of such personal property pending removal.
9. Mr. Lewis shall have reasonable access during the year following closing to allow compliance with the several provisions hereof, and shall be allowed, at his option and expense, to construct a fence to protect his personal property.
10. This contract shall survive the closing.
11. The City shall hold \$5,000 of the purchase price in an interest bearing escrow account, to be paid on or about one year after closing in consideration of completion of all of these conditions.

  
Thomas N. Lewis

  
Brian P. Mahoney  
Riverfront Commission  
for the  
City of Grand Junction

**STATEMENT OF SETTLEMENT**  
 SELLER'S  PURCHASER'S

File No. ALTC-1715

PROPERTY ADDRESS Vacant Land & 639, 655, 661,, 701 & 715 Struthers

SELLER Thomas H. Lewis

PURCHASER The City of Grand Junction, A  
Municipal Corporation

SETTLEMENT DATE November 29, 1988

DATE OF PRORATION November 29, 1988

LEGAL DESCRIPTION:

		Debit	Credit
1.	Selling Price <u>as per contract</u>	320,000.00	
2.	Deposit, paid to <u>Coldwell Banker Home Owners Realty</u>		25,000.00
3.	Trust Deed, payable to		
4.	Trust Deed, payable to		
5A.	Trust Deed, payoff to		
5B.	Trust Deed, payoff to		
6.	Interest on Loan Assumed		
7A.	Title Ins. Premium <u>American Land Title Co.</u>		
7B.			
7C.			
7D.			
7E.			
8.	Abstracting: <u>Before Sale</u>		
9.	<u>After Sale</u>		
10.	Title Exam. by		
11.	Recording: <u>Warranty Deed 5 pages</u>	15.00	
12.	<u>Trust Deed</u>		
13.	<u>Release</u>		
14.	<u>Other</u>		
14B.			
15.	Documentary Fee		
16.	Certificate of Taxes Due <u>(12 Certificates)</u>	60.00	
17.	Taxes for Preceding Year(s)		
18.	Taxes for Current Year <u>to</u>		
19.	Tax Reserve		
20.	Special Taxes		
21A.	Personal Property Taxes		
21B.			
22.	Hazard Ins. Prem. Assumed — Policy No. <u>                    </u> Co. <u>                    </u>		
	\$ <u>                    </u> Yr. Term Expires <u>                    </u>		
	Premium \$ <u>                    </u> Days Unused at <u>                    </u> ¢ per day <u>                    </u>		
23.	Premium for New Insurance <u>HANDLED BY PRINCIPALS OUTSIDE OF CLOSING</u>		
24.	Hazard Ins. Reserve		
25.	FHA Mortgage Ins. Assumed		
26.	FHA Mortgage Ins. Reserve		

(CONTINUED)

	Debit	Credit
27. Loan Service Fee (Buyer)		
28. Loan Discount Fee (Seller)		
29. Interest on New Loan		
30A. Survey		
30B. Credit Report		
31. Appraisal Fee		
32A. Water		
32B. Sewer		
33. / <del>Rehts</del> // ESCROW for Completion of Conditions		5,000.00
34. Security Deposits of Contract		
35. Loan Transfer Fee		
36. Loan Payment Due		
37. Broker's Fee		
38. Settlement or closing fee to American Land Title Co.	37.50	
39.		
40.		
41.		
42.		
43.		
44.		
45.		
46.		
47.		
48.		
49.		
50.		
51.		
52.		
<b>Sub-Totals</b>	<b>320,112.50</b>	<b>30,000.00</b>
Balance due to/from Seller		
<del>XXXXXXXX</del> Balance due to/from Buyer		290,112.50
<b>TOTALS</b>	<b>320,112.50</b>	<b>320,112.50</b>

The above figures do not include sales or use taxes on personal property

**APPROVED and ACCEPTED**

Purchaser:

The City of Grand Junction, A

BY DAN E WILSON CITY ATTORNEY  
Municipal Corporation


Property Address: Vacant Land & 639, 655,661,  
701 & 715 Struthers

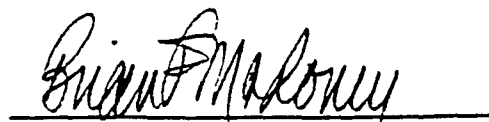
Broker:

*Paul E. Carner*  
COLDWELL BANKER HOME OWNERS

LEWIS PROPERTY ACQUISITION CONDITIONS

1. Mr. Lewis will remove everything metal from the property on or before November 29, 1989.
2. Mr. Lewis will dispose of all batteries, barrels, drums, and other ~~possible~~ hazardous materials, in accordance with state and federal regulations and laws, *excluding uranium mill tailings*
3. Mr. Lewis will properly remove all underground and above ground tanks in accordance with state and federal regulations and laws.
4. Mr. Lewis will leave the existing bridge intact and in the condition it was on October 31, 1988.
5. The property will be left in as close to a natural state as possible, e.g. destruction of vegetation and earth moving will be minimized.
6. Mr. Lewis will have one year from the date of closing to remove personal property, ~~The City will prioritize areas to be cleaned up,~~ starting with Watson Island, *including* ~~except~~ that *personal* property described in paragraphs 1, 2, and 3 above.
7. Mr. Lewis shall notify all tenants of sale and make arrangements for their removal/eviction within 60 days of the date of closing.
8. Mr. Lewis agrees to hold the City harmless from, and indemnify the City, its employees, officers, and agents from any liability, claims, or injury to persons or property arising out of, or relating to, personal property removal and the storage of such personal property pending removal.
9. Mr. Lewis shall have reasonable access during the year following closing to allow compliance with the several provisions hereof, and shall be allowed, at his option and expense, to construct a fence to protect his personal property.
10. This contract shall survive the closing.
11. The City shall hold \$5,000 of the purchase price in an interest bearing escrow account, to be paid on or about one year after closing in consideration of completion of all of these conditions.

  
Thomas N. Lewis

  
Brian P. Mahoney  
Riverfront Commission  
for the  
City of Grand Junction

TAX AGREEMENT

Date: November 29, 1988

Address: Vacant Land (tax schedule #2945-233,00-020, 2945-234-00-028,  
2945-234-00-006, 2945-234-00-005, 2945-233-00-018, 2943-233-00-017  
and 2945-233-00-019)  
and 639, 655, 661, 701 & 715 Struthers, Grand Junction, CO

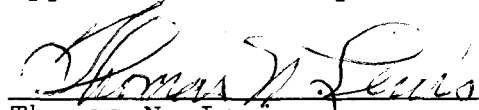
Real Estate taxes of the State of Colorado are computed each year on an assessment made of the property as of March 1st. However, the actual tax valuation is not available to the general public until late in the year. For this reason, an estimate of taxes is often the basis for prorating taxes between buyer and seller.

Relative to the sale of the above referenced properties, because taxes are paid in arrears, the Seller has deposited \$2,188.79 with the Mesa County Treasurer to pay his portion of the 1988 property taxes, and both buyer and seller specifically agree that:

Taxes have been collected based on an estimate of taxes based on information from the Assessor's office and the Mesa County Treasurer's Office. If seller has paid more than the actual tax figure, seller is to receive a refund from the Mesa County Treasurer. If the actual tax figure is more than the \$2,188.79, Seller agrees to pay the additional tax monies directly to the Mesa County Treasurer.

It is agreed between the parties herein that they assume full responsibility for the tax adjustments, releasing American Land Title Company, Inc. from any further obligation or responsibilities.

Approved and Accepted:

  
\_\_\_\_\_  
Thomas N. Lewis

  
\_\_\_\_\_  
The City of Grand Junction,  
A Municipal Corporation

RENT AND UTILITY AGREEMENT

Date: November 29, 1988  
File #ALTC-1715

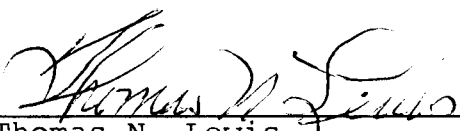
PROPERTY ADDRESS: Vacant Land (tax schedule #2945-233-00-020, 2945-234-00-028,  
2945-234-00-006, 2945-234-00-005, 2945-233-00-018,  
2945-233-00-017 and 2945-233-00-019)  
and 639,655, 661, 701 & 715 Struthers, Grand Junction, CO

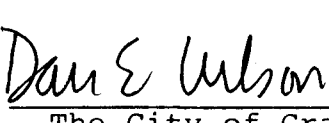
American Land Title Company, Inc. (settlement agent) has not adjusted rent pro-rations or final water and sewer billings for the closing of the above referenced properties. Adjustments, as required will be made between the parties and are not a part of this escrow.

This request is as per the City of Grand Junction. The seller will continue collecting rents on the above properties and shall notify all tenants of the sale and make arrangements for their removal/eviction within sixty (60) days. Mr. Lewis will also guarantee the payment of the final water and sewer billings for the above referenced properties.

It is agreed between the parties herein that they assume full responsibility for the rent and utility adjustments, releasing American Land Title Company, Inc. from any further obligation or responsibility.

Approved and Accepted:

  
\_\_\_\_\_  
Thomas N. Lewis

 <sup>CITY</sup>  
\_\_\_\_\_  
Dan E. Wilson ATTORNEY  
The City of Grand Junction  
A Municipal Corporation

ESCROW AGREEMENT

This agreement is entered into this 29th day of November, 1988 to effectuate the provisions of paragraph 11 of the "LEWIS PROPERTY ACQUISITION CONDITIONS" addendum to the "VACANT LAND CONTRACT TO BUY AND SELL REAL ESTATE" (dated September 26, 1988).

1. On or before December 1, 1988, the City of Grand Junction shall deposit \$5000.00 into an interest bearing savings account with Central Bank of Grand Junction. The name of the account shall be "CITY OF GRAND JUNCTION/LEWIS ESCROW ACCOUNT". Two signatures shall be required to withdraw any sums from said account: for the City of Grand Junction, either the City Manager or the Finance Director of the City; for Mr. Tom Lewis, his broker or himself.

2. On or before November 29, 1989, the City of Grand Junction shall make a determination whether or not it believes that the conditions set forth in the addendum referred to above have been met; (a) if it determines that the conditions have been met, it shall notify either Mr. Lewis or his broker in order to make arrangements to obtain the necessary signatures to pay the entire proceeds of the account to Mr. Lewis; (b) if it determines that not all of the conditions have been met, it shall so notify Mr. Lewis or his broker and it shall state the amount of money that it believes will be necessary for the City to retain in order to pay for the completion of the conditions set forth in the addendum; following notice to Mr. Lewis or his broker that full compliance with the addendum has not been had, the parties shall negotiate in good faith to resolve the matter, but, if within twenty days the parties cannot reach a resolution, the parties shall proceed to arbitrate the matter in accordance with the provisions of the Colorado Arbitration Act which arbitration shall be binding and not appealable; the costs of such arbitration shall be borne equally by the parties; the parties may, by agreement, modify any process or procedure of the Act.

CITY OF GRAND JUNCTION

THOMAS N. LEWIS (aka Tom  
Lewis)

*By Dan E. Wilson*  
\_\_\_\_\_  
CITY ATTORNEY

*Thomas N. Lewis*  
\_\_\_\_\_



CLOSING INSTRUCTIONS

THIS IS A LEGAL INSTRUMENT, IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

TO: AMERICAN LAND TITLE COMPANY
550 Grand Avenue
Grand Junction, CO 81501

Re: File #ALTC 1715

1. Thomas N. Lewis (SELLER)
and City of Grand Junction (PURCHASER)
engage AMERICAN LAND TITLE COMPANY (CLOSING AGENT), who agrees to provide closing and settlement services in connection with the closing of the following described real estate in the County of Mesa, Colorado, to wit:
See Attached Exhibit "A"

Vacant Land and
also known as: 639, 655, 661 & 715 Struthers, Grand Junction, CO 81503
& 701 Struthers, Grand Junction, CO 81503
Street Name City State Zip

2. Closing Agent is authorized to obtain information, and agrees to prepare, obtain, deliver and record all documents, excluding preparation of legal documents, necessary to carry out the terms and conditions of the contract to buy and sell real estate dated 9/26/88, with ALL amendments and counterproposals attached (Contract), and made part of this document.

3. Legal documents will be prepared by American Land Title Company as Scriviner for and at the expense of Coldwell Banker Home-Owners Realty.

4. Closing Agent will receive a fee not to exceed \$ 75.00 for providing these closing and settlement services to be the expense of /XX/ SELLER \$ 37.50
XX/ PURCHASER \$ 37.50 / / OTHER \$ ( )

5. Closing Agent is authorized to receive funds and to disburse funds when all funds received are either: available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited or are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn ("Good Funds").

6. Closing Agent is not authorized to release any documents or things of value prior to receipt and disbursement of Good Funds, except as provided in paragraphs 12 and 13.

7. Closing Agent shall disburse all funds except those funds as may be separately disclosed in writing to Purchaser and Seller by Closing Agent or Purchaser's lender on or before closing. All parties agree that no one other than the final disbursing party can assure that payoff of loans and other disbursements will actually be made.

8. Seller will receive the net proceeds of closing as indicated: /XX/ Closing Agent's Trust Account Check, / / Cashier's Check at Seller's expense, / / Funds electronically transferred (wire transfer) to an account specified by the Seller, at Seller's expense.

9. Purchaser and Seller will furnish any additional information and documents required by Closing Agent which will be necessary to complete this transaction, and Purchaser and Seller further agree to sign and complete all and customary required documents at closing to fulfill the Contract.

10. Closing Agent will prepare and deliver an accurate, complete and detailed closing statement to Purchaser and Seller at time of closing.

11. If requested by Closing Agent, earnest money deposit will be delivered to Closing Agent in sufficient time before closing to disburse Good Funds.

12. If closing does not occur, Closing Agent, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party and Closing Agent will be relieved from any further duty, responsibility or liability in connection with these instructions. In addition, any promissory note, deed of trust, or other evidence of indebtedness signed by Purchaser, shall be voided by Closing Agent, with the original(s) returned to Purchaser and a copy to Purchaser's lender.

13. If any conflicting demands are made on the Closing Agent, at its sole discretion, Closing Agent may hold any monies, documents, and things of value received from any party except Purchaser's lender. Closing Agent shall retain such items until (1) receipt of mutual written instruction from Purchaser and Seller; or (2) until a civil action between Purchaser and Seller shall have been finally concluded in a Court of competent jurisdiction; or (3) in the alternative, Closing Agent may, in its sole discretion, commence a civil action to interplead, or, interplead in any existing civil action, any documents, monies or other things of value received by Closing Agent. Such deposit with the Court shall relieve Closing Agent of all further liability and responsibility and Closing Agent shall be entitled to all court costs and reasonable attorney's fees.

14. These closing instructions may only be amended or terminated by written instruction signed by Purchaser, Seller and Closing Agent.

15. Special Instructions:

APPROVED AND ACCEPTED:

Thomas J. Lewis 11-29-88  
Seller Date

CITY OF GRAND JUNCTION  
CITY ATTORNEY  
Dave Wilson 11/29/88  
Purchaser Date

Seller Date

Purchaser Date

Seller Date

Purchaser Date

Seller Date

Purchaser Date

Closing Agent [Signature]

\*\*\*\*\*  
(TO BE COMPLETED ONLY BY BROKER AND CLOSING AGENT)

Coldwell Banker Home Owners Realty (Broker) engages Closing Agent as  
Brokers Scrivener to complete, for a fee not to exceed \$ 20.00 at the sole expense  
of Broker, the following legal documents:

- Deed
- / / Bill of Sale
- / / Colorado Real Estate Commission Approved Promissory Note
- / / Colorado Real Estate Commission Approved Deed of Trust
- / / \_\_\_\_\_
- / / \_\_\_\_\_

The documents stated above shall be subject to Broker's review and approval and Broker  
acknowledges that Broker is responsible for the accuracy of the above documents.

Closing Agent shall pay Real Estate Commissions at disbursement as follows:  
Listing Company, Coldwell Banker Home Owners Realty : \$ 10,000.00  
Selling Company, \_\_\_\_\_ : \$ \_\_\_\_\_

APPROVED AND ACCEPTED

Broker by [Signature] 11/29/88  
Date

Closing Agent by [Signature]  
Date

EXHIBIT "A"

tract of land in Lot 2, Section 23, Township 1 South, Range 1 West of the Ute Meridian, lying West of the North and South Centerline of said Section 23, more particularly described as follows:

the East 150 feet of: Beginning at the Center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 423.62 feet, thence South to a point whence the center of the East end of Pier No. 2 of the State Bridge bears North 57°39' West 558.5 feet, more or less, thence South 57°30' East to a point South of the point of beginning, thence North to the point of beginning. EXCEPT the following described tract, to wit: Beginning at the center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 72 feet, thence South 190 feet, thence East 72 feet, thence North 190 feet to the place of beginning.

nd

commencing at the center of the East End of Pier No. 2 of the State Bridge from which a point 58 feet West from the center of Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian bears North 35°15' East 418 feet and running thence South 57°30' East 764 feet, thence South 54° East 781 feet, thence South 42°30' West 157 feet, thence North 64°15' East 693 feet, thence North 44°45' West 853 feet, thence North 35°15' East 96 feet to the place of beginning (variations in all courses 15° East), being an island in the Grand River at Grand Junction, Colorado.

nd

beginning at the Northwest corner of the Northwest quarter of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Meridian, thence East 88 feet, thence South 300 feet, thence West 88 feet, thence North 300 feet to the point of beginning.

nd

beginning 300 feet South of the Northwest corner of the Northwest quarter Southeast quarter of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, thence South 280.8 feet, thence East 100 feet, thence North 580.8 feet, thence West 12 feet, thence South 300 feet, thence West 88 feet to the place of beginning.

nd

beginning 100 feet East and 170 feet South of the Northwest corner of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence East 170 feet, thence South to the River, thence Westerly along the North bank of River to a point 100 feet East of the West line of the Southeast quarter of Section 23, thence North to the point of beginning.

nd

beginning 100 feet East of the Northwest corner of the Northwest quarter of the Southeast quarter of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence East 85 feet, thence South 170 feet, thence West 85 feet, thence North 170 feet to the point of beginning.

nd

beginning at a point 338 feet East of the center of Section 23, Township 1 South, Range 1 West, of the Ute Meridian, thence East 87 feet, thence South 2°34' East 317 feet, thence South 55° East 186.6 feet to a point on the right bank of the Colorado River, thence Westerly along the North meander line of the Colorado River to a point 270 feet East of the West line of the Southeast quarter of Section 23, thence North to a point 170 feet South of the North line of the Southeast quarter of Section 23, thence East 68 feet, thence North 170 feet to the place of beginning.

nd

that part of Lot 2, Section 23, Township 1 South, Range 1 West of the Ute Principal  
(Continued)

Legal Description (continued)

Meridian lying West of a line commencing 523.62 feet West of the center of said Section 23, Township 1 South, Range 1 West, Ute Principal Meridian and running thence due North and South, EXCEPTING a tract of land described as follows: Beginning at a point 523.62 feet West of the center of Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, thence South 325 feet, thence West 190 feet, thence North 325 feet, thence East 190 feet to the point of beginning; AND EXCEPTING a tract of land described as follows: That part of the North 325 feet of Lot 2, Section 23, Township 1 South, Range 1 West, Ute Principal Meridian, East of the State Highway and West of a line extended South from a point 713.62 feet West of the Center of Section 23.

and

Commencing at the Center of Section Monument of Sec. 23, T1S, R1W, of the Ute Meridian, thence S 89°17' W 752.0 ft., thence S 0°43' E 442.0 ft. to the true point of beginning, thence S 34°22' W 165.0 ft., thence N 61°12' W 172.0 ft., thence S 29°45' W 25.0 ft., thence S 46°52' E 760.0 ft., thence S 74°57' E 285.0 ft., thence N 66°46' E 335.0 ft., thence S 87°30' E 373.0 ft., thence S 62°51' E 460.0 ft., thence S 84°17' E 228.0 ft., thence N 42°41' E 270.0 ft., thence N 0°48' E 110.0 ft., thence N 77°25' W 302.0 ft., thence N 48°20' W 385.0 ft., thence N 88°54' W 370.0 ft., thence S 79°59' W 410.0 ft., thence N 67°30' W 254.0 ft., thence N 75°50' W 499.0 ft., to the point of beginning: EXCEPTING property conveyed to the City of Grand Junction as recorded in Book 925, Page 451 of the Mesa County Clerk's records; AND ALSO EXCEPTING: Beginning 223.62 ft. W of the Center Line of Sec. 23, T1S, R1W, Ute Meridian, W 100 ft. S to a point whence the Center of the E end of pier No. 2 of the Old State Bridge bears N 57°30' W 700 ft., S 57 degrees 30' E 210 ft., N to point 160 ft. S of the East and West Center Line of said Sec. 23., W 73.62 ft., N 160 ft., to the point of beginning.

and

A Tract of land in Lot Two (2), Section Twenty-Three (23), Township One (1) South, Range One (1) West of the Ute Meridian, lying West of the North and South center line of said Section Twenty-Three (23), more particularly described as follows: The East 150 feet of: Beginning at the center of Section Twenty-Three (23), Township One (1) South, Range One (1) West of the Ute Meridian, thence West 423.62 feet, thence South to a point whence the center of the East end of Pier No. 2 of the State Bridge bears North 57°39' West 558.5 feet, more or less, thence South 57°30' East to a point South of the point of

(Continued)

Legal Description (continued)

beginning, thence North to the point of beginning. Except the following described tract, to-wit: Beginning at the center of Section Twenty-Three (23), Township One (1) South, Range One (1) West of the Ute Meridian, thence West 72 feet, thence South 190 feet, thence East 72 feet, thence North 190 feet to the place of beginning; in Mesa County, Colorado.

and

Beginning 185 feet East of the Northwest corner of the Northwest Quarter of SE 1/4 of Section 23, T1S, R1W of the Ute Meridian, thence East 85 feet, thence South 170 feet, thence West 85 feet, thence North 170 feet, to the point of beginning, in Mesa County, State of Colorado.

and

Commencing at the center of Section Monument of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 89°17' West 752.0 feet, thence South 0°43' East 442.0 feet to the true point of beginning, thence South 34°22' West 165.0 feet, thence North 61°12' West 172.0 feet, thence South 29°45' West 25.0 feet, thence South 46°52' East 760.0 feet, thence South 74°57' East 285.0 feet, thence North 66°46' East 335.0 feet, thence South 87°30' East 373.0 feet, thence South 62°51' East 460.0 feet, thence South 84°17' East 228.0 feet, thence North 42°41' East 270.0 feet, thence North 0°48' East 110.0 feet, thence North 77°25' West 302.0 feet, thence North 48°20' West 385.0 feet, thence North 88°54' West 370.0 feet, thence South 79°59' West 410.0 feet, thence North 67°30' West 254.0 feet, thence North 75°50' West 499.0 feet, to the point of beginning; EXCEPTING property conveyed to the City of Grand Junction as recorded in Book 925, Page 451 of the Mesa County Clerk's Records; and ALSO EXCEPTING: Beginning 223.62 feet West of the Centerline of Section 23, Township 1 South, Range 1 West, Ute Meridian, West 100 feet South to a point whence the center of the East end of Pier No. 2 of the Old State Bridge bears North 57°30' West 700 feet, South 57°30' East 210 feet, North to point 160 feet South of the East and West Centerline of Section 23, West 73.62 feet, North 160 feet to the point of beginning. EXCEPT: A tract or parcel of land situated in the NW 1/4 of the SE 1/4 of Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the Northeast corner of said NW 1/4 SE 1/4, from whence the Northwest corner of said NW 1/4 SE 1/4 bears S

(Continued)

Legal Description (continued)

90°00'00" W 1319.41 feet and all bearings contained herein to be relative thereto;  
thence S 00°43'57" E along the East line of said NW 1/4 SE 1/4 364.11 feet to the true point of beginning,  
thence continuing S 00°43'57" E 252.87 feet,  
thence S 87°04'01" W 264.35 feet,  
thence N 00°27'27" E 113.72 feet,  
thence N 90°00'00" E 2.34 feet,  
thence N 00°00'00" E 152.66 feet,  
thence N 90°00'00" E 257.52 feet to the true point of beginning.

and

All that part of Lot 2, Section 23, Township 1 South, Range 1 West lying South of the following described land: Beginning at a point which is 323.62 feet West of the center of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 440 feet, thence West 100 feet thence North West to a point which is 370 feet South and 523.62 feet West of center of said Section 23, thence North 370 feet thence East 200 feet more or less to point of beginning.