

MLL03COL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED

PURPOSE: SPECIAL WARRANTY DEED - ALL EASEMENTS
AND RIGHTS OF WAY APPURTENANT TO THE PREMISES AND ALL
IMPROVEMENTS AND PERMANENT FIXTURES ON PREMISES

NAME OF AGENCY OR CONTRACTOR: ROBERT C. MILLER

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 159
COLORADO AVENUE - LOT 11 & LOT 12 OF BLOCK 122 OF THE CITY
OF GRAND JUNCTION

PARCEL #: 2945-143-25-003

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

909802

2126992 06/11/03 1200PM
JANICE WARD CLK&REC MESA COUNTY Co
REC FEE \$5.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

2

SPECIAL WARRANTY DEED

Book 3383 Page 862

THIS DEED is made this 10th day of June 2003, between Robert C. Miller ("Grantor") and The City of Grand Junction, a Colorado home rule municipality, ("Grantee"), 250 North 5th Street, Grand Junction, Colorado 81501.

Grantor, for and in consideration of the sum of TEN DOLLARS and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell, convey and confirm to Grantee, its successors and assigns forever, all the following described land (the "Premises") located in the County of Mesa, State of Colorado: Lots 11 and 12 in Block 122 of the City of Grand Junction, with all easements and rights of way appurtenant to the Premises and all improvements and permanent fixtures on the Premises in their present condition.

Except as noted in this Deed, the Premises are conveyed together with any and all hereditaments and appurtenances; the reversions, remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand of Grantor, either in law or equity, which relates to the Premises and said appurtenances.

The Premises are hereby granted to Grantee, its successors and assigns, TO HAVE AND TO HOLD forever. And Grantor covenants with Grantee, its successors and assigns, that at the time of the delivery of this Deed [a] Grantor is lawfully seized of the Premises; [b] Grantor has good right, full power, and lawful authority to grant the Premises; and [c] the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature except:

all taxes and assessments for the year this Deed is executed and subsequent years; unrecorded rights of way, licenses, or easement or access rights for utilities; zoning and land use regulations; and the encroachment of the existing building on the Premises onto the adjacent lot.

Grantor will WARRANT AND FOREVER DEFEND the Premises in quiet and peaceable possession of Grantee, its successors and assigns, and warrants title to the same against any and all persons lawfully claiming or to claim the whole or any part of the Premises, through or under the Grantor.

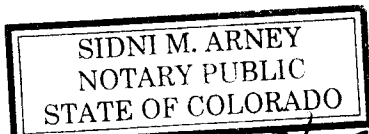
GRANTOR: Robert C. Miller
Robert C. Miller

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 10 day of June 2003, by Robert C. Miller.

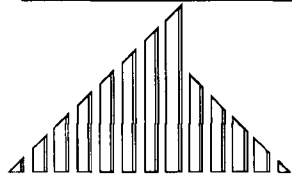
My commission expires: _____

Sidney M. Arney
Notary Public



My Commission Expires 3/25/04

ACTUAL SALE PRICE IS \$190,000.00
NO other consideration



ABSTRACT & TITLE CO.
OF MESA COUNTY, INC.

Issuing Agent For:
TRANSNATION
TITLE INSURANCE COMPANY

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

*City Clerk's Office: Title Policy to
property at 159 Colorado Avenue
(formerly the Colorado Catfish
Restaurant). Refer to
Resolution No. 47-03.*

RE: JOB NO. 00909802

Jim W.

Please find attached the Owners Policy on the property you purchased in **June, 2003**.
This should be kept with your permanent records.

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

Thank you for the opportunity to serve you.

Sincerely,

Jan Pobirk
Policy Dept.

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

Form B 1190-58

OWNER'S POLICY OF TITLE INSURANCE

American Land Title Association (10/17/92)

Issued by
**Transnation Title
Insurance Company**

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



LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
www.landam.com

THANK YOU.

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

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

Transnation Title Insurance Company
Consumer Affairs
P.O. Box 27567
Richmond, Virginia 23261-7567
telephone, toll free: 800 446-7086
web: www.landam.com

We thank you for choosing to do business with Transnation Title Insurance Company, and look forward to meeting your future title insurance needs.

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



OWNER'S POLICY OF TITLE INSURANCE

Issued by **Transnation Title Insurance Company**

POLICY NUMBER

A 38-0114552



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

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

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

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

TRANSNATION TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Alpert

President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a

court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

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

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

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

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

CONDITIONS AND STIPULATIONS

(Continued)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. 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 the 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 parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

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

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage 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.

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. 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 a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and 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 to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid 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 the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that 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 by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

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

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

(c) No amendment of or endorsement to this policy can be made except by a 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.

16. SEVERABILITY.

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

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

Issued with Policy No.

SCHEDULE A

Amount of Insurance: **\$190.00**

Policy No.: **A38-0114552**

Premium **\$725.00**

File No. **00909802**

Date of Policy: **June 11, 2003 at 12:01 P.M.**

1. Name of Insured:

The City of Grand Junction, A Colorado home rule municipality

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

Fee Simple

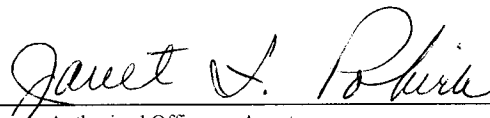
3. Title to the estate or interest in the land is vested in:

The City of Grand Junction, A Colorado home rule municipality

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

Lots 11 and 12 in
Block 122 of the
CITY OF GRAND JUNCTION

Countersigned: _____


Authorized Officer or Agent

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Policy No.: **A38-0114552**

File No. **00909802**

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.

PHILLIP A. CHAMBERS

Attorney-at-Law
634 Main Street, Suite 104
P.O. Box 1843 (81502)
Grand Junction, Colorado 81501

Telephone: 970.245.6010

Fax: 970.245.5680

March 24, 2003

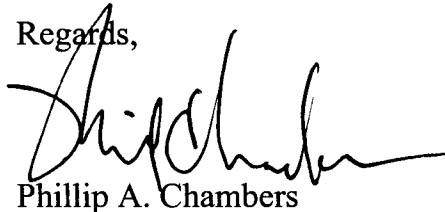
By Hand Delivery

Dan Wilson
City Attorney
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

Dear Dan:

Enclosed is the executed original Contract to Buy and Sell Real Estate dated March 24, 2003.

Regards,

A handwritten signature in black ink, appearing to read "Phillip A. Chambers", written over the typed name below.

Phillip A. Chambers

CONTRACT TO BUY AND SELL REAL ESTATE

(Commercial)

Date: March 24, 2003

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

2. DEFINED TERMS.

a. Buyer. Buyer will take title to the Property as The City of Grand Junction, a Colorado home rule municipality.

b. Seller. Seller is Robert C. Miller.

c. Property. The Property has the following address, Assessor Parcel # and legal description:

Street Address: 159 Colorado Avenue, Grand Junction, Colorado 81501

Mesa County Tax Schedule Number: 2945-143-25-003

Legal Description: Lots 11 and 12, inclusive, in Block 122 of the CITY OF GRAND JUNCTION, County of Mesa, State of Colorado

d. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 5	Title Deadline	14 days after item 12
2	§6a	Title Objection Deadline	14 days after item 1
3	§6b	Off-Record Matters Deadline	14 days after item 12
4	§6b	Off-Record Matters Objection Deadline	14 days after item 1
5	§7a	Seller's Property Disclosure Deadline	14 days after item 12
6	§7c	Inspection Objection Deadline	28 days after item 1
7	§7c(2)	Resolution Deadline	1 day prior to item 11
8	§8	Closing Date	20 days after item 11
9	§ 13	Possession Date	At Closing
10	§ 13	Possession Time	5:00 p.m.
11	§21a	City Council Ratification Deadline	May 21, 2003
12	§25	Acceptance Deadline Date	March 24, 2003
13	§25	Acceptance Deadline Time	5:00 p.m.

e. Attachments. The following exhibits, attachments and addenda are part of this contract: N/A .

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

3. INCLUSIONS / EXCLUSIONS. The Purchase Price shall include all real property interests, easements, rights and benefits appurtenant to the Property, and the following fixtures: furnace and attachments, boiler and attachments, kitchen exhaust system, grease interceptor, plumbing and electrical system and devices. The Purchase Price excludes all furniture, fixtures, and appliances which are not described in the prior sentence, equipment and other personal property situate therein, which Seller shall remove from the Property prior to the Possession Date.

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

Item No.	Reference	Item	Amount	Amount
1	§4	Purchase Price	\$190,000.00	
2	§4a	Earnest Money		\$10,000.00
3	§4b	Cash at Closing		\$180,000.00
4		Total	\$190,000.00	\$190,000.00

- a. Earnest Money. The Earnest Money set forth in this Section, in the form of Buyer's check, is part payment of the Purchase Price and shall be payable to and held by Abstract & Title Company of Mesa County, Inc., Closing Agent, in said Closing Agent's trust account, on behalf of both Seller and Buyer. Buyer shall deliver the Earnest Money to the Closing Agent no later than the second business day after Seller's acceptance of this Contract.
- b. Cash at Closing. All amounts to be paid by Buyer at Closing including Cash at Closing and Buyer's closing costs, shall be in good funds. "Good Funds" means cash, electronic transfer funds, certified check, savings and loan teller's check or cashier's check.

5. EVIDENCE OF TITLE.

- a. Evidence of Title. On or before Title Deadline (§2d, Item No. 1), Seller shall cause to be furnished to the City Attorney, at Seller's expense, a current commitment for owner's title insurance policy ("Title Commitment"), in an amount equal to the Purchase Price, together with true and legible copies of all instruments referred to therein. The Title Commitment shall commit to delete or insure over the standard exceptions which relate to:
 - (1) parties in possession,
 - (2) any unrecorded mechanics' liens, and
 - (3) gap period (effective date of the Title Commitment to the date the deed is recorded)

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

- b. Copies of Exceptions. On or before Title Deadline (§2d, Item No.1), Seller, at Seller's expense, shall furnish to the City Attorney (1) legible copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents listed in the schedule of exceptions ("Exceptions"). Seller shall have the obligation to furnish the documents pursuant to this subsection without any request or demand by Buyer. This requirement shall pertain only to documents as shown of record in the office of the Mesa County Clerk and Recorder. The Title Commitment together with copies of such documents furnished pursuant to this Section shall constitute the title documents ("Title Documents").

6. TITLE.

- a. Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller on or before the Title Objection Deadline (§2d, Item No. 2), or within five (5) business days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the Title Commitment together with a copy of the Title Document(s) adding new Exception(s) to title, whichever is later. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer shall be deemed to have accepted as satisfactory the condition of title as disclosed by the Title Documents.
- b. Matters Not Shown by the Public Records. Seller shall deliver to the City Attorney, on or before the Off-Record Matters Deadline (§2d, Item No.3), true copies of all lease(s), agreement(s), contract(s),

notice(s) and survey(s) in Seller's possession pertaining to or affecting the Property and shall disclose to the City Attorney, all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. The documents and information referred to in the preceding sentence shall constitute "Off Record Matters." Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as unrecorded easements, unrecorded leases or boundary line discrepancies). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection(s) shall be signed by or on behalf of Buyer and given to Seller on or before the Off-Record Matters Objection Deadline (§2d, Item No.4). If Seller does not receive Buyer's notice by said date, Buyer shall be deemed to have accepted the condition of title subject to such rights, if any, of third parties of which Buyer has actual notice.

c. Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in §6a or §6b above, Seller shall use reasonable effort to correct said items and bear any expense, not to exceed \$1000.00, to correct the same prior to the Resolution Deadline. If such unsatisfactory title condition(s) are not corrected on or before the Resolution Deadline, this Contract shall then terminate; provided, however, Buyer may, by written notice to Seller, on or before the Resolution Deadline, waive objection to such items.

7. PROPERTY DISCLOSURE AND INSPECTION.

a. On or before Seller's Property Disclosure Deadline (§2d, Item No.5), Seller shall provide the City Attorney with a written disclosure of any and all adverse matters regarding the Property of which Seller has current and actual knowledge.

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

c. Inspection Objection Deadline. If the physical condition of the Property or Inclusions is unsatisfactory as determined by Buyer's sole and subjective discretion, Buyer shall, on or before the Inspection Objection Deadline (§2d, Item No.6), either:

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

(2) provide Seller with a written description of any unsatisfactory physical condition(s) which Buyer requires Seller to correct, at no cost or expense to Buyer, before the Resolution Deadline ("Notice to Correct"). If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a settlement thereof on or before the Resolution Deadline (§2d, Item No.7), this Contract shall terminate and all payments and things of value received hereunder shall be returned to Buyer, unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

d. Representations and Warranties Regarding Environmental Matters.

(1) Seller represents and warrants that (i) Seller has no current and actual knowledge of any Hazardous Material at, upon, under or within the Property or, to the best of Seller's knowledge, within any contiguous real estate, and (ii) Seller shall not cause or permit to be introduced any Hazardous Material at, upon, under or within the Property from now until Closing.

(2) The term "Hazardous Material" for the purposes of this Agreement means (A) any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Material Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto and replacements therefor; or (B) such substances, materials or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 (RCRA) or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) or any amendments thereto or orders, and regulations, directions, or requirements thereunder; (C) "Underground storage tanks," "petroleum," "petroleum by products," "regulated substance," "oil" or "used oil" as defined by Colorado law,

including §25-7-101 et seq.; (D) "Hazardous waste" as defined by the Colorado Waste Act, C.R.S. §25-15-101 et seq., or by any regulations promulgated thereunder; (E) Any substance the presence of whether on, in or under the Property is prohibited by any law similar to those set forth above; (F) Any other substance which by law, regulation or ordinance requires special handling in its collection, storage, treatment or disposal.

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

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

(5) To the best of Seller's knowledge, the Property has been used as a restaurant since the mid-1960s.

(6) Buyer represents and warrants that the completion of the Closing by Buyer shall evidence Buyer's acceptance of (a) the physical condition, including the environmental condition, of the Property and Inclusions, WHERE IS, AS IS, without warranty or representation from Seller except as expressly stated in this Section 7(d), and (b) all liabilities related to the physical condition, including the environmental condition, of the Property and Inclusions, subject only to Seller's warranties and representations as expressly stated in this Section 7(d).

e. **Damage; Liens; Indemnity.** Buyer is responsible for payment for all inspections, surveys, engineering reports or any other work performed at Buyer's request. Buyer shall pay for any damage which occurs to the Property and Inclusions as a result of such activities if Closing does not occur. Buyer shall not permit claims or liens of any kind against the Property for inspection, surveys, engineering reports and for any other work performed on the Property at Buyer's request if Closing does not occur. Buyer agrees to hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller in connection with the Inspections. If Buyer has not acted in good faith or reasonably, Seller may recover reasonable costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. The provisions of this subsection shall survive the termination of this Contract.

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

9. **TRANSFER OF TITLE.**

a. Subject to tender or payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Special Warranty Deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens and encumbrances, including any assessed governmental liens for special improvements installed as of the date of Buyer's signature hereon.

b. Title shall be conveyed subject to:

(i) those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with §6a [Title Review], and

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

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

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

12. PRORATIONS. The following shall be prorated to the Closing Date, except as otherwise provided:

- a. Personal Property Taxes. Personal property taxes, if any, shall be paid by Seller;
- b. General Real Estate Taxes. General real estate taxes shall be prorated to the Closing Date based on the most recent mill levy and the most recent assessment;
- c. Utilities and Other Services. Seller shall pay for all fees and charges for all utilities and services which have accrued as of the Closing Date. Buyer shall be responsible for all utilities fees and services which accrue thereafter.
- d. Final Settlement. Unless otherwise agreed in writing, these prorations shall be final.

13. POSSESSION. Possession of the Property shall be delivered to Buyer on Possession Date (§2d, Item No. 9) and Possession Time (§2d, Item No. 10), free and clear of any and all leases and tenancies. If Seller, after Closing, fails to deliver possession as specified Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$100.00 per day from the Possession Date until possession is delivered.

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

15. CONDITION OF AND DAMAGE TO THE PROPERTY AND INCLUSIONS. Except as otherwise provided in this Contract, both the Property and the Inclusions shall be delivered in the condition existing as of the date of this Contract, ordinary wear and tear and reasonable damages resulting from the removal of fixtures excluded from this sale shall be excepted.

- a. Casualty; Insurance. In the event the Property or the Inclusions shall be damaged by fire or other casualty prior to Closing, Seller shall not be obligated to repair any damage prior to Closing.
- b. Damage; Inclusions; Services. Should any Inclusion(s) or service(s) (including systems and components of the Property, e.g., heating, plumbing, etc.) fail or be damaged before Closing, Seller shall deliver to Buyer any insurance proceeds paid to Seller covering such repair or replacement.
- c. Walkthrough; Verification of Condition. Buyer, upon reasonable notice, shall have the right to walk(s) through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
- d. On or before seven days after the Acceptance Deadline Date, Seller shall inform the City Attorney in writing as to his current and actual knowledge regarding the following:
 - (1) Name of current and all former owner(s):
 - (2) Description of current use(s) of the Property (if other than office use exclusively, provide name(s) of current occupant(s) and date(s) of occupancy:
 - (3) Date of completion of original construction and any substantial renovations (including tenant improvements):
 - (4) Name(s) of previous occupant(s):
 - (5) Description of previous use(s) of the Property:
 - (6) Is there or has there been asbestos in any of the construction material contained in the building(s)? If so, has it been removed? When and by whom?
 - (7) Was a survey conducted to assess the type, amount, location and condition of asbestos? If so, attach a copy of any survey report.
 - (8) Have asbestos air samples been taken? If so, what are the results?

Polychlorinated Biphenyls (PCB's)

- (9) Have polychlorinated biphenyls (PCB's) been used in electrical transformers, capacitors or other equipment at the Property?
- (10) If so, describe the use and quantity of PCB's unused on the Property.

Fuel/Waste/Chemical Storage Tanks, Drums and Pipelines

- (11) Are there any above-ground gasoline, diesel, fuel oil, waste or other chemical storage tanks on the property?
- (12) If so, describe substance stored and capacity of tank(s).
- (13) Have the tanks been inspected or tested for leakage? When was the most recent test? What were the results?
- (14) Are any other wastes or chemicals stored on the Property in drums or other containers? If so, describe the substances, quantities stored and types of containers.
- (15) Have there been any spills, leaks or other releases of wastes or chemicals on the Property? If so, describe the substances and quantities released, any cleanup measures taken and the results of any soil or groundwater samples performed to detect the presence of the chemicals spilled, leaked or released on the Property.
- (16) Attach copies of any permits or licenses pertaining to the use, storage, handling or disposal of wastes and chemicals on the Property.

Air Emissions

- (17) Describe air emissions from each source of air pollutants, including fuel burning and kitchen equipment (describe type of fuel burned and rated capacity of equipment) on the Property.
- (18) Describe air pollution control equipment used to reduce emissions for each source of air emissions.
- (19) Are air emissions monitored? If so, indicate frequency of monitoring.
- (20) Attach copies of any air permits or licenses pertaining to operations on the Property.

Water Discharges

- (21) List all sources of waste water discharged to public sewer systems.
- (22) List all sources of other waste water discharge(s), surface discharge(s), oil/water/grease trap(s) and separators and any other septic systems or waste disposal tank(s).
- (23) For each discharge, list the average daily flow.
- (24) Attach copies of any water discharge permits or licenses pertaining to operations of the Property.

Water Supply

- (25) Describe the types of liquid wastes (other than waste water described above) and solid wastes which are or have been generated at the Property.
- (26) Describe how the liquid and solid wastes generated at the Property are and have been disposed.
- (27) Attach copies of any waste disposal permits or licenses pertaining to operations on the Property.
- (28) Has the Property been used for disposal of any liquid or solid waste? If so, describe the location of all disposal sites, the type of wastes disposed of, the results of any soil or groundwater samples taken in the vicinity of each site and the manner in which each site not presently used was closed.
- (29) Have storage or disposal pits been located on the Property? If so, describe the location of all, type of material placed in each, the result of any soil or groundwater samples

taken in the vicinity of each and the manner in which each not presently in use was closed.

- (30) Have wastewater treatment (pretreatment) facilities been located on the Property? If so, describe the location of all facilities, the type of wastes treated in each facility, the results of any soil or groundwater samples taken in the vicinity of each facility and the manner in which each facility not presently in use was closed.
- (31) Have there been raw chemical or waste chemical storage areas on the Property? If so, describe the location of all such areas, the type of products or wastes stored in each area, the amount of products or wastes stored in each area, the results of any soil or groundwater samples taken in the vicinity of each area and the manner in which each area not presently in use was closed.

Pesticides, Herbicides and Other Agricultural Chemicals

- (32) Have pesticides, herbicides or other agricultural chemicals been applied to the Property? If so, describe the locations where such pesticides, herbicides or chemicals were applied, the type of pesticides, herbicides or chemicals applied in each area and the results of any soil or groundwater analyses performed to detect pesticides, herbicides or chemicals used at the site.
- (33) Have pesticides, herbicides or other agricultural chemicals been mixed, formulated, rinsed or disposed of on the Property? If so, describe the locations where such pesticides, herbicides or chemicals were mixed, formulated, rinsed or disposed of; the type of pesticides, herbicides or chemicals mixed, formulated, rinsed or disposed of at each location; and the results of any soil or groundwater analyses performed to detect pesticides, herbicides or chemicals mixed, formulated, rinsed or disposed of at the site.

Fill

- (34) Has any fill been placed on the site? If so, describe the fill (source, characteristics and chemical composition, if known) and state the amount of fill and the locations of the fill.

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

17. TIME OF ESSENCE/REMEDIES. 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 or waived as herein provided, there shall be the following remedies:

- a. If Buyer is in Default, the Earnest Money shall be paid to Seller and both parties shall thereafter be released from all obligations hereunder, except for the duties created by Section 7e. It is agreed that the Earnest Money is LIQUIDATED DAMAGES and is SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.
- b. If Seller is in Default, Buyer may elect to treat this Contract as canceled in which case all payments and things of value received hereunder shall be returned to Buyer and Buyer may: either recover LIQUIDATED DAMAGES in the amount of \$2000.00; or elect to treat this Contract as being in full force and effect and Buyer shall have the right to specific performance plus its reasonable attorneys fees. In the event that Buyer elects to take the liquidated damages, Buyer expressly waives the remedies of specific performance and additional damages.

18. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the

parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the other(s). This section shall not alter any date in this Contract, unless otherwise agreed in writing.

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

20. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to §7e (Damage; Liens; Indemnity), §17b (If Seller is in Default), §18 (Mediation), and §19 (Earnest Money Dispute).

21. ADDITIONAL PROVISIONS.

a. City Council Consent. The execution of this Contract by the City Manager of the City of Grand Junction and Buyer's obligation to proceed under its terms and conditions is expressly conditioned upon and subject to the formal ratification, confirmation and consent of the Grand Junction City Council with regards to: (1) the terms, covenants, conditions, duties and obligations to be performed by Buyer in accordance with this Contract, and (2) the allocation of funds to pay the Purchase Price and all other costs and expenses necessary to perform Buyer's due diligence inspections of the Property. In the event such ratification, confirmation and consent is not obtained on or before the City Council Ratification Deadline (§2d, Item No. 11), this Contract shall automatically terminate, both parties shall thereafter be released from all obligations hereunder and the Earnest Money received hereunder shall be returned to Buyer. If the City Council approves this Contract, then within two business days after said approval, Buyer shall deliver to Seller the City Council's written approval.

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

c. Inspections. All inspections and visits to the Property by Buyer shall be performed during Seller's non-business hours upon prior arrangement with Seller.

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

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

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

25. NOTICE OF ACCEPTANCE; COUNTERPART. This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to §24 on or before Acceptance Deadline Date (§2d, Item No. 12) and Acceptance Deadline Time (§2d, Item No. 13).

26. ESCROW ACCOUNT. Notwithstanding any other provision of this Agreement, if the City Council approves this Agreement in the manner set forth in §21a, then the following terms shall apply:

- a. No later than May 23, 2003, Buyer shall provide the full amount of the "Cash at Closing," as that term is defined in §4, in good funds to the Closing Agent, to be held by the Closing Agent in an escrow account, in trust on behalf of both Seller and Buyer.
- b. The terms of §19 shall apply to any dispute concerning the escrowed funds.
- c. Buyer's compliance with their terms of §26a shall evidence Buyer's agreement that the only remaining condition to the release of the funds held by the Closing Agent to Seller shall be Seller's compliance with his obligations under this Agreement from May 23, 2003 to the Closing Date, and shall evidence Buyer's waiver of any contract defenses and claims that are inconsistent with the first clause of this sentence.

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

By: David Varley Date of Buyer's signature: 24 MARCH, 2003
David Varley, Acting City Manager
Buyer's Address: Attn: City Attorney, 250 North 5th Street, Grand Junction, CO 81501
Buyer's Telephone No. (970) 244-1505
Buyer's Fax No. (970) 244-1456

Robert C. Miller, Seller

By: Robert C. Miller Date of Seller's signature: 3/24/03 2003
Robert C. Miller
Seller's Address: 159 Colorado Avenue, Grand Junction, CO 81501
Seller's Work Telephone No. (970) 241-3099
Seller's Home Telephone No. (970) 464-5763

END OF CONTRACT
