

MOR07PSI

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	DEED
NAME OF PROPERTY OWNER OR GRANTOR OR GRANTEE:	BRYON R. AND BRENDA C. MOORE
PURPOSE:	PUBLIC SAFETY INITIATIVE
ADDRESS:	544 PITKIN AVENUE
PARCEL NO:	2945-143-32-013
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WHEN RECORDED RETURN TO:

2 PAGE DOCUMENT

City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

ATTACHMENT "B"

WARRANTY DEED

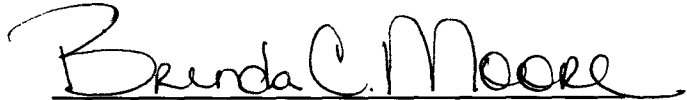
**Bryon R. Moore and Brenda C. Moore**, Grantors for and in consideration of the sum of Two Hundred Sixty-Nine Thousand Nine Hundred and 00/100 Dollars (\$269,900.00), the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the following described real property in the County of Mesa, State of Colorado, to wit:

The West 1/2 of Lot 19, all of Lot 20 and the East 13 feet of Lot 21 in Block 139, City of Grand Junction, Mesa County, Colorado.

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

Executed and delivered this 13 day of August, 2007.

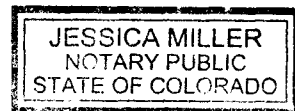
  
Bryon R. Moore

  
Brenda C. Moore

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 13 day of Aug, 2007, by ~~Bryon R. Moore and~~ Brenda C. Moore.

My commission expires: 12-5-09  
Witness my hand and official seal.



My Commission Expires 12/05/2009  
County of Mesa

  
Notary Public

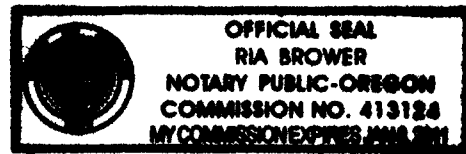
26.99

NOTARY ACKNOWLEDGEMENT

STATE OF OREGON  
County of Clackamas

The foregoing instrument was acknowledged before me this day of August 18<sup>th</sup> 2007  
by **BRYON R. MOORE**

My Commission expires Jan 8<sup>th</sup> 2011  
Witness my hand and official seal.



Ria Brower  
Notary Public

**Contract to Buy & Sell Real Estate**

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

3  
4 Date: July 20, 2007

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

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9 2. **DEFINED TERMS.**

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

12 b. **Sellers.** Sellers are Bryen R. Moore and Branda G. Moore.

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

14 2045-149-32-013: West half of Lot 19, all of Lot 20 and the East 13 feet of Lot 21 in  
15 Block 139, City of Grand Junction;

16 Together commonly known as 644 Pitkin Avenue, Grand Junction, CO 81501.

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

19 d. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§5	Title Deadline	August 3, 2007
2	§6a.	Title Objection Deadline	August 10, 2007
3	§6b.	Off-Record Matters Deadline	August 9, 2007
4	§6b.	Off-Record Matters Objection Deadline	August 10, 2007
5	§7	Seller's Property Disclosure Deadline	July 31, 2007
6	§7b.	Inspection Objection Deadline	August 10, 2007
7	§7c.	Resolution Deadline	August 15, 2007
8	§21b.	City Council Ratification Deadline	August 22, 2007
9	§8	Closing Date	August 24, 2007
10	§13	Possession Date	August 24, 2007
11	§13	Possession Time	5:00 p.m. M.S.T.
12	§25	Acceptance Deadline Date	July 26, 2007
13	§25	Acceptance Deadline Time	2:00 p.m. M.S.T.

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

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

27  
28 3. **INCLUSIONS AND EXCLUSIONS.**

29 a. The purchase price includes the following items ("Inclusions"):  
30 (1) Fixtures. None.

31 b. **Instruments of Transfer.** The Inclusions are to be conveyed at Closing  
32 free and clear of all taxes, liens and encumbrances.

33 c. **Exclusions.** The following attached fixtures are excluded from this sale:  
34 -N/A-

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38 The clawfoot bathtub in the  
39 back house and the bathroom  
40 sink! BM BM  
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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	\$269,900.00	
2	§ 4a	Earnest Money		\$ 2,500.00
3	§ 4b	Cash at Closing		\$ 267,400.00
4		TOTAL	\$269,900.00	\$ 269,900.00

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This offer is subject to the disclosure of existing lease terms and is considered as if vacant.

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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 Land Title, Inc. ("Closing Company"), in its trust account, on behalf of both Seller and Buyer. The parties authorize delivery of the Earnest Money to the Closing Company at or before closing.

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

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

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

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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.

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6. **TITLE.**

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a. **Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer to Seller of unmerchantability of title or of any other unsatisfactory 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 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

100 of the Title Document(s) adding new Exception(s) to title, whichever is later. If Buyer  
101 does not mail its notice by the date(s) specified above, Buyer shall be deemed to have  
102 accepted as satisfactory the condition of title as disclosed by the Title Documents.  
103

104 **b. Matters not Shown by the Public Records.** Seller shall deliver to Buyer,  
105 on or before the Off-Record Matters Deadline (§2d, Item 3), true copies of all lease(s)  
106 and survey(s) in Seller's possession pertaining to the Property and shall disclose to  
107 Buyer all easements, liens or other title matters not shown by the public records of  
108 which Seller has actual knowledge. Buyer shall have the right to inspect the Property to  
109 determine if any third party(ies) has any right in the Property not shown by the public  
110 records (such as an unrecorded easement, unrecorded lease, or boundary line  
111 discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or  
112 revealed by such inspection shall be signed by or on behalf of Buyer and mailed to  
113 Seller on or before the Off-Record Matters Objection Deadline (§2d, Item 4). If Buyer  
114 does not mail Buyer's notice by said date, Buyer accepts title subject to such rights, if  
115 any, of third parties of which Buyer has actual knowledge.  
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117 **c. Right to Cure.** If Seller receives notice of unmerchantability of title or any  
118 other unsatisfactory title condition(s) or commitment terms as provided in §6a or §6b  
119 above, Seller shall use reasonable efforts to correct said items and bear any nominal  
120 expenses to correct the same prior to Closing. If such unsatisfactory title condition(s)  
121 are not corrected on or before Closing, this contract shall then terminate; provided,  
122 however, Buyer may, by written notice given to Seller, on or before Closing, waive  
123 objection to such items.  
124

125 **7. PROPERTY DISCLOSURE AND INSPECTION.** On or before Seller's Property  
126 Disclosure Deadline (§2d, Item 5), Seller shall complete and return to Buyer the  
127 attached Seller's Property Disclosure (Attachment "A"), providing a written  
128 disclosure of adverse matters regarding the Property completed by Seller to the best of  
129 Seller's current actual knowledge.  
130

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

144 **b. Inspection Objection Deadline.** If the physical condition of the Property  
145 or Inclusions is unsatisfactory as determined by Buyer's sole and subjective discretion,  
146 Buyer shall, on or before the Inspection Objection Deadline (§2d, Item 6), either:  
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148 (1) notify Seller in writing that this Contract is terminated, in which case all  
149 payments and things of value received hereunder shall be returned to  
150 Buyer, or  
151

152 (2) provide Seller with a written description of any unsatisfactory physical  
153 condition(s) which Buyer requires Seller to correct at no cost or expense  
154 to Buyer ("Notice to Correct"), on or before the Resolution Deadline (§2d,  
155 Item 7).  
156

157 If written notice is not mailed to Seller on or before the Inspection Objection  
158 Deadline (§2d, Item 6), the physical condition of the Property and Inclusions shall be  
159 deemed to be satisfactory to Buyer.  
160

- 161 c. **Resolution Deadline.** If a Notice to Correct is timely mailed to Seller and  
162 if Buyer and Seller have not agreed in writing to a settlement thereof on or before the  
163 **Resolution Deadline** (§2d, Item 7), this Contract shall terminate and all payments and  
164 things of value received hereunder shall be returned to Buyer, unless before such  
165 termination Seller receives Buyer's written withdrawal of the Notice to Correct.  
166
- 167 8. **CLOSING.** Delivery of deed from Seller to Buyer shall be on the date specified  
168 as the **Closing Date** (§2d, Item 9) or by mutual agreement at an earlier date ("Closing").  
169 The hour and place of Closing shall be as designated by RE/MAX 4000, Inc. at Meridian  
170 Land Title aka Land Title, 2454 Patterson Road, Suite 100, Grand Junction, CO 81505.  
171
- 172 9. **TRANSFER OF TITLE.** Subject to tender or payment at Closing as required  
173 herein and compliance by Buyer with the other terms and provisions hereof, Seller shall  
174 execute and deliver a good and sufficient General Warranty Deed to Buyer  
175 (Attachment "B"), at Closing, conveying the Property free and clear of all taxes except  
176 the general taxes for the year of Closing, all leases, all tenancies and all leasehold  
177 interests. Except as provided herein, title shall be conveyed free and clear of all liens,  
178 including any governmental liens for special improvements installed as of the date of  
179 Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:  
180
- 181 a. those specific Exceptions described by reference to recorded documents  
182 as reflected in the Title Documents accepted by Buyer in accordance with §6a [Title  
183 Review];  
184
- 185 b. those specifically described rights of third parties not shown by the public  
186 records of which Buyer has actual knowledge and which were accepted by Buyer in  
187 accordance with §6b [Matters not Shown by the Public Records]; and  
188
- 189 c. no others.  
190
- 191 10. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall  
192 be paid at or before Closing from the proceeds of this transaction or from any other  
193 source.  
194
- 195 11. **CLOSING COSTS, DOCUMENTS AND SERVICES.** Buyer and Seller shall pay,  
196 in Good Funds, their respective Closing costs and all other items required to be paid at  
197 Closing, except as otherwise provided herein. Buyer and Seller shall sign and complete  
198 all customary or reasonably required documents at or before Closing. Fees for real  
199 estate Closing services shall be paid at Closing by One-Half by Buyer and One-Half by  
200 Seller. Any sales and use tax that may accrue because of this transaction shall be paid  
201 when due by Seller.  
202
- 203 12. **PRORATIONS.** The following shall be prorated to the Closing Date (§2d, Item  
204 9), except as otherwise provided:  
205
- 206 a. **Personal Property Taxes.** Personal property taxes, if any, shall be paid  
207 by Seller;  
208
- 209 b. **General Real Estate Taxes.** General real estate taxes shall be prorated  
210 to the Closing Date based on the previous year's taxes.  
211
- 212 c. **Utilities and Other Services.** Seller shall pay for all fees and charges for  
213 all utilities and services which have accrued as of the Closing Date. Buyer shall be  
214 responsible for all utilities fees and services which accrue thereafter.  
215
- 216 d. **Final Settlement.** Unless otherwise agreed in writing, these prorations  
217 shall be final.  
218
- 219 13. **POSSESSION.** Possession of the Property shall be delivered to Buyer on  
220 Possession Date (§2d, Item 10) and Possession Time (§2d, Item 11), free and clear  
221 of any and all leases and tenancies, except as described below. If Seller, after Closing,  
222 fails to deliver possession as specified Seller shall be subject to eviction and shall be

223 additionally liable to Buyer for payment of \$100.00 per day from the Possession Date  
224 until possession is delivered. Buyer and Seller have knowledge that the tenant in the  
225 home located on the south side of the property may have an existing lease in place.  
226 Seller will furnish the lease for Buyer's review and provide proof of rents and deposits (if  
227 any) for both homes by August 15, 2007. Tenant on the north side of the property is on  
228 a Month-to-month basis. The rents will be prorated and deposits credited to the Buyer.  
229 Buyer will accept the tenants in place by the Resolution Deadline or terminate the  
230 contract.

231  
232 **14. NOT ASSIGNABLE.** This Contract shall not be assignable by Buyer without  
233 Seller's prior written consent. Except as so restricted, this Contract shall inure to the  
234 benefit of and be binding upon the heirs, personal representatives, successors and  
235 assigns of both parties.

236  
237 **15. CONDITION OF AND DAMAGE TO THE PROPERTY AND INCLUSIONS.**  
238 Except as otherwise provided in this Contract, both the Property and the Inclusions shall  
239 be delivered in the condition existing as of the date of this Contract, ordinary wear and  
240 tear excepted.

241  
242 **16. LEGAL AND TAX COUNSEL: AMBIGUITIES.** (a) Buyer and Seller have each  
243 obtained the advise of its/their own legal and tax counsel regarding this Contract or had  
244 knowingly declined to do so. (b) The parties agree that the rule of construing  
245 ambiguities against the drafter shall have no application to this Contract.

246  
247 **17. TIME OF THE ESSENCE/REMEDIES.** Time is of the essence hereof. If any  
248 note or check received as Earnest Money hereunder or any other payment due  
249 hereunder is not paid, honored or tendered when due, or if any other obligation  
250 hereunder is not performed or waived as herein provided, there shall be the following  
251 remedies:

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

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

265  
266 c. **Costs and Expenses.** In the event of any arbitration or litigation relating  
267 to this Contract, each party shall share the costs of such arbitrator but otherwise all  
268 reasonable costs and expenses, including reasonable attorney fees, shall be paid by  
269 each respective party.

270  
271 **18. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing,  
272 and is not resolved, the parties shall first proceed in good faith to submit the matter to  
273 mediation. Mediation is a process in which the parties meet with an impartial person  
274 who helps to resolve the dispute informally and confidentially. Mediators cannot impose  
275 binding decisions. The parties to the dispute must agree before any settlement is  
276 binding. The parties will jointly appoint an acceptable mediator and will share equally in  
277 the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in  
278 the event the entire dispute is not resolved thirty (30) calendar days from the date  
279 written notice requesting mediation is sent by one party to the other. This section shall  
280 not alter any date in this Contract, unless otherwise agreed in writing.

281  
282 **19. EARNEST MONEY DISPUTE.** Notwithstanding any termination of this Contract,  
283 Buyer and Seller agree that, in the event of any controversy regarding the Earnest  
284 Money and things of value held by Closing Agent (unless mutual written Instructions are



285 received by the holder of the Earnest Money and things of value), Closing Agent shall  
286 not be required to take any action but may await any proceeding, or at Closing Agent's  
287 option and sole discretion, may interplead all parties and deposit any moneys or things  
288 of value into the District Court of Mesa County, Colorado.  
289

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

295 21. **ADDITIONAL PROVISIONS.**

296  
297 a. **Purchase in Lieu of Condemnation.** Buyer is a governmental authority  
298 and has determined that the purchase of the Property is necessary for the health, safety  
299 and welfare of the inhabitants of the City of Grand Junction; therefore, Buyer has the  
300 authority, pursuant to the laws of the State of Colorado, to acquire the Property through  
301 condemnation proceedings by exercising its power of eminent domain. Notwithstanding  
302 the preceding statements, Buyer desires to purchase the subject property through  
303 friendly negotiations and thereby avoid condemnation proceedings.  
304

305 b. **City Council Consent.** The execution of this Contract by the City  
306 Manager of the City of Grand Junction and Buyer's obligation to proceed under its terms  
307 and conditions is expressly conditioned upon and subject to the formal ratification,  
308 confirmation and consent of the Grand Junction City Council with regards to: (1) the  
309 terms, covenants, conditions, duties and obligations to be performed by Buyer in  
310 accordance with this Contract, and (2) the allocation of funds to pay the Purchase Price  
311 and all other costs and expenses necessary to perform Buyer's due diligence  
312 inspections of the Property. In the event such ratification, confirmation and consent is  
313 not obtained on or before the City Council Ratification Deadline (§2d, Item 6), this  
314 Contract shall automatically terminate, both parties shall thereafter be released from all  
315 obligations hereunder and the Earnest Money received hereunder shall be returned to  
316 Buyer.  
317

318 c. **No Fees or Commissions.** Seller has an existing Listing Contract with  
319 RE/MAX 4000, Inc. Buyer is not a part of the listing contract and not obligated to pay  
320 any Fees or Commissions.  
321

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

327 e. **Replacement Property.** This contract is for the acquisition by the Seller  
328 of "replacement property" pursuant to Section 1031 of the Internal Revenue Code.  
329 Buyer agrees to cooperate with Seller in such exchange and to sign and deliver to  
330 Seller any and all documents reasonably required to complete Seller's exchange.  
331 Buyer shall have no expense, fee or other obligations as a result of the Seller's  
332 exchange and the Exchange Agreement.  
333

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

342 23. **FACSIMILE.** Signatures may be evidenced by facsimile. Documents with  
343 original signatures shall be provided to the other party at Closing or earlier upon request  
344 of any party.  
345

346 24. **NOTICE.** Except for the notice requesting mediation described in §18, any  
347 notice to Buyer shall be effective when received by Buyer and any notice to Seller shall  
348 be effective when received by Seller.  
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350 25. **NOTICE OF ACCEPTANCE: COUNTERPART.** This proposal shall expire  
351 unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below,  
352 and the offering party receives notice of such acceptance pursuant to §24 on or before  
353 **Acceptance Deadline Date** (§2d, Item No. 12) and **Acceptance Deadline Time** (§2d,  
354 Item No. 13). If accepted, this document shall become a contract between Seller and  
355 Buyer, subject to ratification by the Grand Junction City Council (§21 a.).  
356

357 THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, Buyer:  
358

359  
360  
361 By:   
362 Laurie M. Kadrich, Acting City Manager  
363  
364  
365

366  
367 Date of Buyer's signature: \_\_\_\_\_, 2007.  
368

369 Buyer's Address: City Attorney, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501  
370 With Copy to: City Real Estate Manager, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501  
371

372 Buyer's Telephone Number: City Attorney: (970) 244-1508  
373 City Real Estate Manager: (970) 244-1538  
374

375 Buyer's Fax No.: City Attorney: (970) 244-1456  
376 City Real Estate Manager: (970) 256-4022  
377

378  
379 **[NOTE: If this offer is being countered or rejected, do not sign this document.**  
380 **Refer to § 26.]**  
381

382  
383 Acceptance by Bryan R. Moore and Brenda C. Moore, Sellers,  
384

385  
386    
387 Bryan R. Moore Brenda C. Moore  
388

389 Date of Sellers' signature: 7/23/07, 2007.  
390

391 Seller's Address: 544 Pitkin Avenue, Grand Junction, CO 81501-7712  
392

393 Seller's Telephone Number: <sup>503</sup> (970) 459-6925  
394

395 Seller's Fax No.: <sup>503</sup> (970) 668-5991  
396

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

399 Initials only of party (Buyer or Seller) who countered or rejected offer: MM  
400  
401  
402  
403

*07-27-07*

END OF CONTRACT

## Land Title Guarantee Company - Grand Junction

Date: October 23, 2007

THE CITY OF GRAND JUNCTION  
250 NORTH 5TH STREET  
GRAND JUNCTION, CO 81501  
REAL ESTATE DIVISION

Enclosed please find the title insurance policy for your property  
located at 544 PITKIN AVENUE GRAND JUNCTION CO 81501.

The following endorsements are included in this policy:

Please review this policy in its entirety. In the event that you find any discrepancy, or if you have any questions  
regarding your final title policy, you may contact Policy Department.

Phone: 970-245-0550 Fax: 970-245-0089

Please refer to our Order No. GJR65005198.

Should you decide to sell the property described in this policy, or if you are required to purchase a new title  
commitment for mortgage purposes, you may be entitled to a credit toward future title insurance premiums.  
Land Title Guarantee Company will retain a copy of this policy so we will be able to provide future products  
and services to you quickly and efficiently.

Thank you for giving us the opportunity to serve you.

Sincerely,

Land Title Guarantee Company



**Your Title Insurance Policy**  
***ALTA Residential Form, Rev 1987***

One-To-Four Family Residences Only

**OWNER'S INFORMATION SHEET**

Your Title Insurance Policy is a legal contract between you and Old Republic National Title Insurance Company. It applies only to a one-to-four family residential lot or a condominium unit. If your land is not either of these, contact us immediately.

The policy insures you against certain risks to your land. These risks are listed on page two of the policy.

**The Policy is limited by:**

- \* Exclusions on page 2.
- \* Exceptions on Schedule B.
- \* Conditions on pages 3 and 4.

**You should keep the Policy even if you transfer the title to your land.**

If you want to make a claim, see Item 3 under Conditions on page 3. You do not owe any more premiums for the Policy. This sheet is not your Insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. Since the Policy-and not this sheet-is the legal document, **YOU SHOULD READ THIS POLICY VERY CAREFULLY.** If you have any questions about the Policy, contact the issuing office.

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## OWNER'S COVERAGE STATEMENT

This policy insures your title to the land described in Schedule A - if that land is a one-to-four family residential lot or condominium unit. Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A. Your insurance is limited by the following:

- \* EXCLUSIONS below.

- \* EXCEPTIONS in Schedule B.
- \* CONDITIONS pages 3 and 4.

We insure you against actual loss resulting from:

- \* any title risks covered by this Policy - up to the Policy Amount, and
- \* any costs, attorneys' fees and expenses we have to pay under this Policy.

## COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Defective recording of any document.
5. You do not have any legal right to access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
  - \* a mortgage or deed of trust
  - \* a judgment, tax or special assessment
  - \* a charge by a homeowner's or condominium association
8. There are liens on your title, arising now or later, for labor and material furnished before the Policy Date - unless you agreed to pay for the labor and material.

9. Others have rights arising out of leases, contracts, or options.
10. Someone else has an easement on your land.
11. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make a mortgage loan.
12. You are forced to remove your existing structure - other than a boundary wall or fence - because:
  - \* it extends on to adjoining land or onto any easement
  - \* it violates a restriction shown in Schedule B
  - \* it violates an existing zoning law
13. You cannot use the land because use as a single-family residence violated a restriction shown in Schedule B or an existing zoning law.
14. Other defects, liens, or encumbrances.

## COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorney's fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our options listed in item 4 of the Conditions.

## EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - \* land use
  - \* improvements on the land
  - \* land division
  - \* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- \* a notice of exercising the right appears in the public records on the Policy Date.
  - \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
    - \* that are created, allowed or agreed to by you
    - \* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
    - \* that result in no loss to you
    - \* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of covered Title Risks

4. Failure to pay value for your title

5. Lack of a right:

- \* to any land outside the area specifically described and referred to in item 3 of Schedule A, or
- \* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

## CONDITIONS

### 1. DEFINITIONS

- a. EASEMENT - the right of someone else to use your land for a special purpose.
- b. LAND - the land or condominium unit described in Schedule A and any improvements on the land which are real property.
- c. MORTGAGE - a mortgage, deed of trust, trust deed or other security instrument.
- d. PUBLIC RECORDS - title records that give constructive notice of matters affecting your title - according to the state statutes where your land is located.
- e. TITLE - the ownership of your interest in the land, as shown in Schedule A.

### 2. CONTINUATION OF COVERAGE

#### **This Policy protects you as long as you:**

- \* own your title, or
  - \* own a mortgage from anyone who buys your land, or
  - \* are liable for any title warranties you make
- This Policy protects anyone who receives your title because of your death.

### 3. HOW TO MAKE A CLAIM

#### **A. You Must Give The Company Notice Of Your Claim**

If anyone claims a right against your insured title, you must notify us promptly in writing. Send the notice to:

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612) 371-1111

Please include the Policy number shown in Schedule A, and the county and state where the land is located.

Our obligation to you could be reduced if:

- \* you fail to give prompt notice and
- \* your failure affects our ability to dispose of or to defend you against the claim

#### **B. Proof Of Your Loss Must Be Given To The Company**

You must give us a written statement to prove your claim of loss. This statement must be given to us not later than 90 days after you know the facts which will let you establish the amount of your loss.

The statement must have the following facts:

- \* the Covered Title Risks which resulted in your loss
- \* the dollar amount of your loss
- \* the method you used to compute the amount of your loss

You may want to provide us with an appraisal of your loss by a professional appraiser as a part of your statement of loss. We may require you to show us your records, checks, letters, contracts, and other papers which relate to your claim of loss. We may make copies of these papers. We may require you to answer questions under oath. Our obligation to you could be reduced if you fail or refuse to:

- \* provide a statement of loss  
or
- \* answer our questions under oath  
or
- \* show us the papers we request  
or
- \* your failure or refusal affects our ability to dispose of or to defend you against the claim.

### 4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:

- a. Pay the claim against your title.
- b. Negotiate a settlement.
- c. Prosecute or defend a court case related to the claim.
- d. Pay you the amount required by this Policy.
- e. Take other action which will protect you.
- f. Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time which we are obligated to pay.

### 5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.

We are required to repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.

When we defend your title, we have a right to choose the attorney. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

### 6. LIMITATION OF THE COMPANY'S LIABILITY

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made - whichever is less.
- b. If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it. If you cannot use any of your land because of a claim against your title, and you rent reasonable substitute land or facilities, we will repay you for your actual rent until:
  - \* the cause of the claim is removed, or
  - \* we settle your claim
- c. The Policy Amount will be reduced by all payments made under this Policy - except for costs, attorneys' fees and expenses.
- d. The Policy Amount will be reduced by any amount we pay to our insured holder of any mortgage shown in this Policy or a later mortgage given by you.
- e. If you do anything to affect any right of recovery you may have, we can subtract from our liability the amount by which you reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these right to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable. With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. ARBITRATION

If it is permitted in your state, you or the Company may demand arbitration. The arbitration shall be binding on both you and the Company. The arbitration shall decide any matter in dispute between you and the Company.

The arbitration award may:

- \* include attorneys' fees if allowed by state law
- \* be entered as a judgment in the proper court

The arbitration shall be under the Title Insurance Arbitration rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located. You can get a copy of the Rules from the Company.

9. OUR LIABILITY IS LIMITED TO THIS POLICY

This Policy, plus any endorsements, is the entire contract between you and the Company.

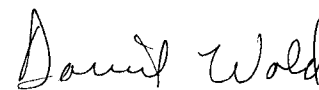

Any claim you make against us must be made under this Policy and is subject to its terms.

Issued through the Office of:  
LAND TITLE GUARANTEE COMPANY  
2454 PATTERSON RD #100  
GRAND JUNCTION, CO 81505  
970-245-0550

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612) 371-1111

  
Authorized Signature



Form OEC/ORT

Our Order No. GJR65005198

Schedule A

Amount \$269,900.00

Property Address: 544 PITKIN AVENUE GRAND JUNCTION CO 81501

The Policy Amount will automatically increase by 10 percent of the amount shown above on each of the first five anniversaries of the Policy Date.

Policy Date: August 30, 2007 at 11:06 A.M.

1. Name of Insured:

THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPALITY

2. Your interest in the land covered by this Policy is:

A Fee Simple

3. The land referred to in this policy is described as follows:

THE WEST 1/2 OF LOT 19 AND ALL OF LOT 20 AND THE EAST 13 FEET OF LOT 21 IN BLOCK 139 IN THE CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

This Policy valid only if Schedule B is attached.

Land Title Guarantee Company - Grand Junction  
Representing Old Republic National Title Insurance Company



Form OEC/ORT

Our Order No. GJR65005198

**Schedule B**

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. 2007 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
2. TERMS, CONDITIONS AND PROVISIONS OF CITY OF GRAND JUNCTION POWER OF ATTORNEY FOR ALLEY IMPROVEMENT, RECORDED DECEMBER 5, 1997, IN BOOK 2382 AT PAGE 781.
3. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF , RECORDED DECEMBER 30, 1957 IN BOOK 724 AT PAGE 184.
4. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF PUBLIC SERVICE COMPANY OF COLORADO EASEMENT GRANTING AN EASEMENT FOR UTILITY LINES AND RIGHTS INCIDENTAL THERETO TO PUBLIC SERVICE COMPANY OF COLORADO, AS SET FORTH IN INSTRUMENT RECORDED OCTOBER 7, 1999 IN BOOK 2640 AT PAGE 389.

# Extended Insured Endorsement

Old Republic National Title Insurance Company

Attached to and forming part of Owner's Policy No. MTAI65005198 (the "Policy")

The Company hereby agrees that the definition of Insured contained in paragraph 1(a) of the Conditions and Stipulations of the Policy (Paragraph 2 of the Conditions for the 1987 Owner's Policy) shall also include:

- (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
- (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
- (C) successors to an Insured by its conversion to another kind of Entity
- (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
  - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
  - (2) If the grantee wholly owns the named Insured,
  - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
  - (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

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

The total liability of the Company under the Policy and any endorsements therein shall not exceed in the aggregate, the face amount of the Policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of the Policy and is subject to the Schedules, Conditions and Stipulations therein, except as modified by the provisions of this endorsement.