

NOB93BWY

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (GENERAL WARRANTY)

NAME OF AGENCY OR CONTRACTOR: PAUL R. NOBLE AND JAMES S.
THOMAS, UNDER DECLARATION OF TRUST DATED JANUARY 15, 1969,
FBO DONALD J. JONES (FEDERAL IDENTIFICATION NO. 95-641720)
LARRY C. JONES AND MARTHA JONES
STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 2075 S.
BROADWAY

CITY DEPARTMENT: PARKS AND RECREATION

YEAR: 1993

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

November 20, 1993

To: Stephanie Nye

From: Tim Woodmansee *Tim*

Subj: Title Documents - 80 acre "Jones" Property near Tiara Rado

Enclosed please find the following documents pertaining to the City's recent purchase of the property located at 2075 south Broadway:

- Warranty Deed from Paul R. Noble & James S. Thomas, Trustees, representing a 76.4% interest;
- Warranty Deed from Larry C. Jones & Martha Jones, representing 23.6% interest;
- Certificate No. 6049 representing 1-Class A Share of Redlands Water & Power under the #2 Lift; *original certificate in stock cert. notebook*
- Certificate No. 6050 representing 59 Class B Shares of Redlands Water & Power under the #2 Lift. *original certificate in stock cert. notebook*

cc: Doug Jones
Gail Woodmansee

RECEIVED

NOV 19 1993

in City Clerk's Office

Recording requested by

Abstract & Title Co.

and when recorded, mail to:
City Property Agent
250 North 5th Street
Grand Junction, CO 81501

BOOK 2022 PAGE 450

1659701 11:58 AM 11/05/93
MONIKA TODD CLK&REC MESA COUNTY CO
DOC EXEMPT

WARRANTY DEED

Grantors: Paul R. Noble and James S. Thomas, trustees under declaration of trust dated January 15, 1969, FBO Donald J. Jones (Federal Identification No. 95-6241720) as to an undivided nineteen and one-tenth percent (19.1%) interest; Paul R. Noble and James S. Thomas, trustees under declaration of trust dated January 16, 1969, FBO Brian R. Jones (Federal Identification No. 95-6241721) as to an undivided nineteen and one-tenth percent (19.1%) interest; Paul R. Noble and James S. Thomas, trustees under declaration of trust dated January 17, 1969, FBO Barbara J. Jones (Federal Identification No. 95-6241722) as to an undivided nineteen and one-tenth percent (19.1%) interest; and Paul R. Noble and James S. Thomas, trustees under declaration of trust dated January 18, 1969, FBO Kent M. Jones (Federal Identification No. 95-6241719) as to an undivided nineteen and one-tenth percent (19.1%) interest,

Whose address is:
P. O. Box 1076
Smith River, CA 95567-1076,

For the consideration of Ten Dollars and other consideration, in hand paid, hereby sells and conveys to the City of Grand Junction, A Colorado home rule municipality,

Whose address is:
250 North 5th St.,
Grand Junction (Mesa County, State of Colorado

The real property shown in Exhibit "A" hereto attached and by this reference made a part hereof, located in Mesa County, Colorado, with all its appurtenances.

Signed this 21st day of October, 1993.

Paul R. Noble
Paul R. Noble, trustee
James S. Thomas
James S. Thomas, Trustee

Notary on Page 2.

Page 1

Consideration \$495,072.00

STATE OF OREGON
COUNTY OF CURRY

On October 21, 1993, before me, Susan Lunsford, a Notary Public in and for said state and county, personally appeared Paul R. Noble, personally known to me, who acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument he acted on behalf of the entity for which he executed the instrument.

Susan Lunsford



Type of document: Warranty Deed

ALL-PURPOSE ACKNOWLEDGMENT

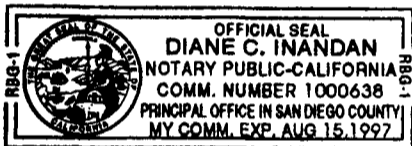
NO 209

State of CALIFORNIA
County of SAN DIEGO }

On OCTOBER 21, 1993 before me, DIANE C. INANDAN, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared JAMES S. THOMAS
NAME(S) OF SIGNER(S)

personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Diane C. Inandan
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) _____ TITLE(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document WARRANTY DEED
Number of Pages 2 Date of Document 10-21-93
Signer(s) Other Than Named Above N/A

2. Covering the Land in the State of Colorado, County of Mesa
Described as:

A tract of land located in a part of Sections 22 and 23, Township 11 South, Range 101 West of the 6th P. M. being more particularly described as follows:

Commencing at the S $\frac{1}{4}$ corner of said Section 22;
 thence North 00°11'00" West along the West line of the SE $\frac{1}{4}$ of said Section 22 a distance of 400.00 feet;
 thence South 87°59'10" East 10.00 feet;
 thence North 89°49'00" East 40.00 feet to the TRUE POINT OF BEGINNING;
 thence North 87°52'00" East 400.00 feet;
 thence North 52°28'36" West 206.70 feet;
 thence North 13°21'36" West 159.00 feet;
 thence North 16°48'24" East 451.00 feet;
 thence North 47°12'36" West 253.60 feet;
 thence South 89°14'19" East 2464.38 feet;
 thence South 89°52'06" East 345.43 feet;
 thence South 01°17'57" East 1319.57 feet;
 thence North 88°12'24" West 373.49 feet;
 thence North 88°33'36" West 1330.37 feet;
 thence North 01°05'29" West 55.06 feet;
 thence North 88°33'36" West 968.70 feet;
 thence along the arc of a curve to the right whose radius is 318.10 feet and whose long chord bears North 44°22'18" West a distance of 443.4 feet;
 thence North 00°11'00" West 11.79 feet to the TRUE POINT OF BEGINNING:
 EXCEPT a parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23, more specifically described as follows:
 Beginning at a point which bears North 89°56'26" East 375.59 feet and North 00°02'00" West 873.05 feet from the Southwest corner of said Section 23;
 thence North 03°22'00" West 455.71 feet to a point on the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23;
 thence following said line South 89°52'00" East 26.50 feet;
 thence leaving said line South 00°02'00" East 454.86 feet to the point of beginning.
 EXCEPT tract conveyed to County of Mesa, State of Colorado for road by instrument recorded October 4, 1966 in Book 901 at page 298.

WARRANTY DEED

Grantor(s) Larry C. Jones and Martha Jones,
William R. Jones and Carol Jones

BOOK 2022 PAGE 455

455
11-5-93

1659703 11:58 AM 11/05/93
MONIKA TODD CLK&REC MESA COUNTY CO
DOC EXEMPT

whose address is 714 Birdie Drive, Grand Junction

*County of Mesa, State of

Colorado, for the consideration of
Ten dollars and other consideration
dollars, in hand paid, hereby sell(s)

and convey(s) to The City of Grand Junction, a Colorado home rule
municipality
whose legal address is c/o 250 North 5th Street, Grand Junction

County of Mesa, and State of Colorado

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

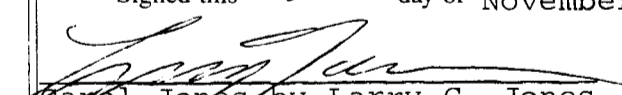
See Exhibit "A" attached hereto and made a part hereof.

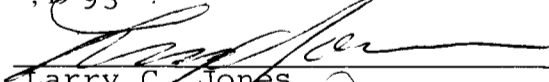
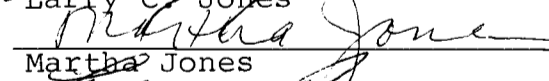
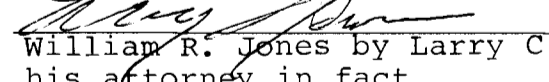
Consideration \$152,928.00

also known by street and number as 2075 S. Broadway, Grand Junction CO 81503

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 1993, reservations
contained in U.S. Patents recorded in Book 163, Page 128 and Book 163,
Page 133, right of way to Redlands Water and Power in Book 969, Page
9, right of way for Redlands Power Canal.

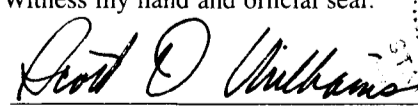
Signed this 5th day of November, 1993

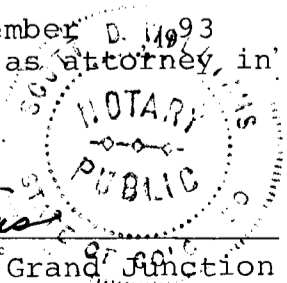

Carol Jones by Larry C. Jones
her attorney in fact


Larry C. Jones

Martha Jones

William R. Jones by Larry C. Jones
his attorney in fact

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 5th day of November, 1993
by Martha Jones and Larry C. Jones, individually and as attorney in
fact for Carol Jones and William R. Jones
My commission expires 1/12/95. Witness my hand and official seal.


Notary Public
205 N. 4th Street, Grand Junction



*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)



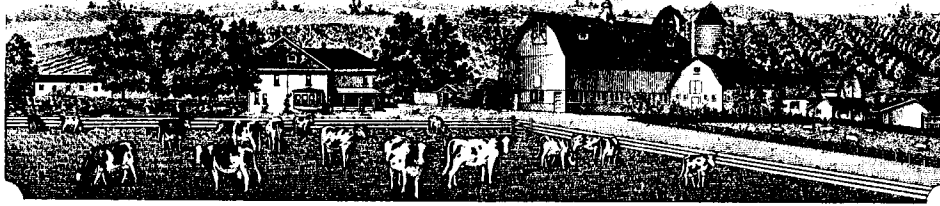
A tract of land located in a part of Sections 22 and 23, Township 11 South, Range 101 West of the 6th P. M. being more particularly described as follows:

Commencing at the S $\frac{1}{4}$ corner of said Section 22;
 thence North 00°11'00" West along the West line of the SE $\frac{1}{4}$ of said Section 22 a distance of 400.00 feet;
 thence South 87°59'10" East 10.00 feet;
 thence North 89°49'00" East 40.00 feet to the TRUE POINT OF BEGINNING;
 thence North 87°52'00" East 400.00 feet;
 thence North 52°28'36" West 206.70 feet;
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 thence North 88°33'36" West 1330.37 feet;
 thence North 01°05'29" West 55.06 feet;
 thence North 88°33'36" West 968.70 feet;
 thence along the arc of a curve to the right whose radius is 318.10 feet and whose long chord bears North 44°22'18" West a distance of 443.44 feet;
 thence North 00°11'00" West 11.79 feet to the TRUE POINT OF BEGINNING:
 EXCEPT a parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23, more specifically described as follows:
 Beginning at a point which bears North 89°56'26" East 375.59 feet and North 00°02'00" West 873.05 feet from the Southwest corner of said Section 23;
 thence North 03°22'00" West 455.71 feet to a point on the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23;
 thence following said line South 89°52'00" East 26.50 feet;
 thence leaving said line South 00°02'00" East 454.86 feet to the point of beginning.
 EXCEPT tract conveyed to County of Mesa, State of Colorado for road by instrument recorded October 4, 1966 in Book 901 at page 298.

596-2nd LIFT

Incorporated Under the Laws of the State of Colorado

NUMBER
No. 6050



SHARES
FIFTY NINE

Class B-2nd LIFT

Redlands Water and Power Company

TOTAL CAPITAL STOCK 6,000 SHARES
LIFT CANAL STOCK 5,600 SHARES POWER CANAL STOCK 400 SHARES

This Certificate is for Class B-2nd LIFT Canal Stock
(See "Notice" on the reverse side of this Certificate)

This Certifies That THE CITY OF GRAND JUNCTION is the owner(s) of

FIFTY NINE AND NO/100 ***** Shares of the Capital Stock of

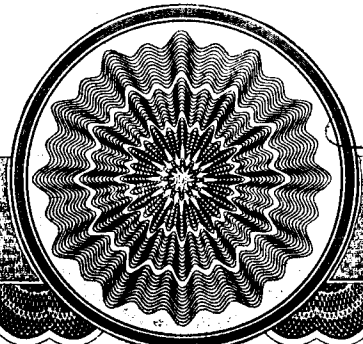
Redlands Water and Power Company

fully paid and assessable as provided in the Articles of Incorporation, as amended, and the By-Laws, as amended, of said Corporation, transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed. The transfer of stock is limited by and specifically subject to the Articles of Incorporation, as amended.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation this 13th day of NOVEMBER A. D. 19 93

Shares NO PAR VALUE Each

Robert A. Henry
Secretary



James R. Brack
President



11-25-93

Incorporated Under the Laws of the State of Colorado

NUMBER
No 6049



SHARES
ONE

Class A-2nd LIFT

Redlands Water and Power Company

TOTAL CAPITAL STOCK 6,000 SHARES

LIFT CANAL STOCK 5,600 SHARES POWER CANAL STOCK 400 SHARES

This Certificate is for Class A-2nd LIFT Canal Stock
(See "Notice" on the reverse side of this Certificate)

This Certifies That THE CITY OF GRAND JUNCTION is are the owner(s) of

ONE AND NO/100 ***** Shares of the Capital Stock of

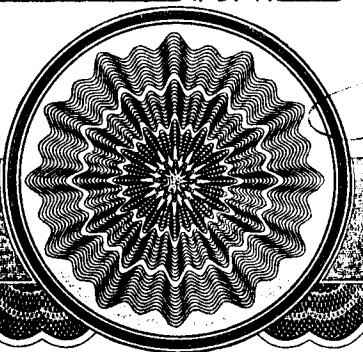
Redlands Water and Power Company

fully paid and assessable as provided in the Articles of Incorporation, as amended, and the By-Laws, as amended, of said Corporation, transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed. The transfer of stock is limited by and specifically subject to the Articles of Incorporation, as amended.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation this 13th day of NOVEMBER A. D. 1993

Shares NO PAR VALUE Each

Dobbin A. Strong
Secretary



Louis R. Beach
President



ISSUED BY
**TRANSAMERICA
TITLE INSURANCE COMPANY**

POLICY NUMBER
144-125012

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSAMERICA TITLE INSURANCE COMPANY, a California 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, TRANSAMERICA 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.

TRANSAMERICA TITLE INSURANCE COMPANY

By: *Jeanice A Swaub*
Authorized Countersignature



By: *Frederick Muller*
President

Attest: *James J D Lynch Jr*
Secretary

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.

80 acre "Jones" property adjacent to Tiara Road 604 Course
Original to City Clerk; copies to Tom Woodmansee & Parks & Rec.

SCHEDULE A

Policy No. 144-125012

Amount of Insurance \$648,000.00

Order No. 893842

Date of Policy November 5, 1993 at 11:59 A.M.

Sheet 1 of 3

1. Name of Insured:

THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPALITY

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

IN FEE SIMPLE

3. The estate or interest referred to herein is at Date of Policy vested in:

THE CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPALITY

SCHEDULE A—Continued

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

A tract of land located in a part of Sections 22 and 23, Township 11 South, Range 101 West of the 6th P. M. being more particularly described as follows:

Commencing at the S $\frac{1}{4}$ corner of said Section 22;
thence North 00°11'00" West along the West line of the SE $\frac{1}{4}$ of said Section 22 a distance of 400.00 feet;
thence South 87°59'10" East 10.00 feet;
thence North 89°49'00" East 40.00 feet to the TRUE POINT OF BEGINNING;
thence North 87°52'00" East 400.00 feet;
thence North 52°28'36" West 206.70 feet;
thence North 13°21'36" West 159.00 feet;
thence North 16°48'24" East 451.00 feet;
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thence North 88°33'36" West 1330.37 feet;
thence North 01°05'29" West 55.06 feet;
thence North 88°33'36" West 968.70 feet;
thence along the arc of a curve to the right whose radius is 318.10 feet and whose long chord bears North 44°22'18" West a distance of 443.44 feet;
thence North 00°11'00" West 11.79 feet to the TRUE POINT OF BEGINNING:
EXCEPT a parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23, more specifically described as follows:
Beginning at a point which bears North 89°56'26" East 375.59 feet and North 00°02'00" West 873.05 feet from the Southwest corner of said Section 23;
thence North 03°22'00" West 455.71 feet to a point on the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23;
thence following said line South 89°52'00" East 26.50 feet;
thence leaving said line South 00°02'00" East 454.86 feet to the point of beginning.
EXCEPT tract conveyed to County of Mesa, State of Colorado for road by instrument recorded October 4, 1966 in Book 901 at page 298.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
6. Reservation of right of way for any ditches or canals constructed by the authority of the United States in U. S. Patent recorded November 3, 1911 in Book 163 at page 128 affecting S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 23, T11S. R101W. 6th P. M. and in Patent recorded November 6, 1911 in Book 163 at page 133 affecting S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 22, T11S. R101W. 6th P. M.
7. Right of way for electric transmission lines as granted to Redlands Water and Power Company by instrument recorded December 3, 1971 in Book 969 at page 9 over and across S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 22, T11S. R101W. 6th P. M. in which the specific location is not defined.
8. Right of way for the Redlands Power Canal.

NOTE: FOR INFORMATION PURPOSES ONLY.

Petition for Variance recorded January 27, 1989 in Book 1728 at page 216. (copy attached hereto)

*Liara Rado
property*

**CONTRACT TO BUY AND SELL REAL ESTATE
(Seller's Remedy Limited to Liquidated Damages)**

THIS CONTRACT TO BUY AND SELL REAL ESTATE is entered into by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Robert G. Jones, Elizabeth G. Jones, the APA 73 Trust, Larry C. Jones, Martha Jones, William R. Jones and Carol Jones, hereinafter referred to as "the Sellers".

1. The undersigned agent hereby acknowledges having received from the City the sum of \$5,000.00, in the form of a check, to be held by RE/MAX, The Grand Junction Real Estate Group, Inc., broker for the seller, in broker's escrow or trustee account, as earnest money and part payment for the real property described on Exhibit "City-Jones Real Property" attached hereto and incorporated herein by reference, hereinafter referred to as "the Property". Said \$5,000.00 is non-refundable, except as otherwise provided herein, unless the Sellers are unable to deliver merchantable title as set forth herein.

2. Subject to the provisions set forth herein, the City hereby agrees to purchase the Property, and the Sellers agree to sell the Property upon the terms and conditions stated herein.

3. The purchase price for the Property shall be \$648,000.00, payable as follows: \$5,000.00 in earnest money as set forth above; The balance of \$643,000.00 in the form of "good funds" shall be paid at closing. The City and the Sellers each agree to pay their own closing costs according to local custom.

4. The purchase price shall include the Property, all improvements thereon or appurtenant thereto, and any and all other rights appurtenant to the Property, including all water and water rights, ditches and ditch rights, water shares and water stock certificates used on or appurtenant to the Property described on Exhibit "City-Jones Water" attached hereto and incorporated herein by reference, free and clear of all taxes, liens and encumbrances.

5. A current commitment for title insurance policy in an amount equal to the purchase price, at the Sellers' expense, shall be furnished to the City on or before September 8, 1993. The Sellers shall cause the title insurance policy to be delivered to the City after closing and pay the premium thereon.

6. The date of closing shall be the date for delivery of deed as provided in paragraph 7. The hour and place of closing shall be as designated by the Sellers' Title Company. Changes in time, place and date may be made with the consent of both the Sellers and the City.

7. Title shall be merchantable in the Sellers, except as stated in this paragraph and in paragraphs 8 and 9. Subject to payment or tender as above provided and compliance by the City with the other terms and provisions hereof, the Sellers shall execute and deliver a good and sufficient general warranty deed to the City on November 5, 1993, or, by mutual agreement, at an earlier date, conveying the Property free and clear of: all taxes, except the general taxes for the year of closing; free and clear of all liens for special improvements installed as of the

date of the City's signature hereon, whether assessed or not; free and clear of all liens and encumbrances, including liens or assessments with respect to water, water/ditch shares and certificates; and subject to building and zoning regulations.

8. Except as stated in paragraphs 7 and 9, if title is not merchantable and written notice of defect(s) is given by the City to the Sellers or the Sellers' agent on or before date of closing, the Sellers shall use reasonable effort to correct said defect(s) prior to date of closing. If the Sellers are unable to correct said defect(s) on or before date of closing, at the Sellers' option and upon written notice to the City on or before date of closing, the date of closing shall be extended thirty (30) days for the purpose of correcting said defect(s). Except as stated in paragraph 9, if title is not rendered merchantable as provided in this paragraph 8, at the City's option, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to the City.

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

10. (a) The Sellers shall, within five (5) days of acceptance of this contract by the Sellers, furnish to the City at no cost to the City true copies of all information and documents in possession of the Sellers regarding field surveys, geological surveys and studies, engineering studies, and environmental studies. (b) The Sellers and the City agree that the City, its officers, employees, agents, contractors and licensees, will be permitted for a period commencing on the date of acceptance of this contract by the Sellers and ending on the date which is sixty (60) days after said date of acceptance ("Inspection Period"), to have access to and make inspections of the Property for the purposes of conducting field surveys, engineering studies, geological surveys and studies, and environmental studies. (c) If the City, during the Inspection Period, determines in good faith that the condition of the Property is unsuitable for use by the City for reasons including, but not limited to, unstable soils or geology, groundwater, or the existence of any hazardous and/or regulated substances and materials which are located on or under the Property, the City shall notify the Sellers of such defect(s) in writing. The Sellers shall then have fifteen (15) days after receipt of said notice to either reasonably correct said defect(s) or to terminate this Agreement. If this Agreement is so terminated, neither party shall have any further rights under this Contract and all payments and things of value received hereunder shall be returned to the City. If written notice of any unsatisfactory condition(s) is not mailed to the Sellers as set forth above, the physical condition of the Property shall be deemed to be satisfactory.

11. Real and personal property taxes for the year of closing, based on the most recent levy and assessment, pre-paid rents, water rents and water assessments, sewer rents, FHA mortgage insurance premiums and interest on encumbrances, if any, shall be apportioned to date

of delivery of deed; such apportionment shall be considered final settlement. The Sellers shall be responsible for any sales, use or other taxes that may accrue because of this transaction.

12. Possession of the Property shall be delivered to the City on date of deed delivery. If the Sellers fail to deliver possession on the date herein specified, the Sellers shall be subject to eviction and shall be liable for a daily rental of \$100.00 until possession is delivered.

13. In the event the Property shall be damaged by fire, flood or other casualty prior to time of closing, in an amount of not more than ten percent (10%) of the total purchase price, the Sellers shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage is not or cannot be repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of the City and all payments and things of value received hereunder shall be returned to the City. Should the City elect to carry out this contract despite such damage, the City shall be entitled to all the credit for the insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

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

(a) IF THE CITY IS IN DEFAULT, then all payments and things of value received hereunder shall be forfeited by the City and retained on behalf of the Sellers and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES, and (except as provided in subparagraph (c)) are the Seller's SOLE AND ONLY REMEDY for the City's failure to perform the obligations of this contract. The Sellers expressly waive the remedies of specific performance and additional damages;

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

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

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

16. In the event the Sellers should choose to effectuate a "tax deferred exchange" with respect to this contract, the City agrees that it will, at no cost to the City, cooperate with the Sellers by executing documents and following procedures as may be required by the IRS in order to achieve a tax deferred exchange, which may include the use of a facilitator.

17. This entire contract and the City's obligation to proceed under its terms is expressly conditioned upon the consent and approval of the City Council of the City of Grand Junction. If such consent and approval is not obtained on or before September 1, 1993, then this contract shall automatically become void and of no effect, in which case all payments and things of value received hereunder shall be returned to the City.

18. This contract contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This contract and the terms and conditions hereof apply to and are binding upon the heirs, successors and authorized assigns of both parties.

19. Subject to paragraph 16, if this proposal is accepted by the Sellers in writing and the City receives notice of such acceptance on or before August 26, 1993, this instrument shall become a contract between the Sellers and the City and shall inure to the benefit of the heirs, successors and assigns of such parties.

20. A copy of this contract may be signed by each party in counterparts, separately, and when each party has signed a copy, the copies taken together shall constitute a full and complete contract.

21. The Sellers and the City have each obtained the advice of their own legal and tax counsel.

The City of Grand Junction, Colorado
Purchaser

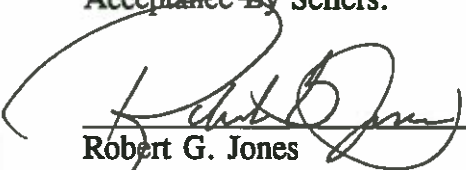


Mark K. Achen, City Manager

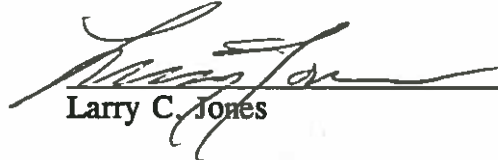
Dated: August 19, 1993

Purchaser's Address: Attention City Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

Acceptance By Sellers:

 8/25/93
Robert G. Jones Date

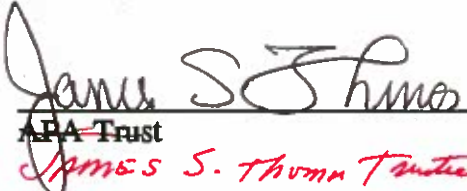
 8/25/93
Elizabeth G. Jones Date

 8/19/93
Larry C. Jones Date

 8/19/93
Martha Jones Date

William R. Jones Date

Carol Jones Date

 8-26-93
~~APA Trust~~ Date
JAMES S. THOMAS Trustee

Seller's Address: c/o Larry Jones, 714 Birdie Drive, Grand Junction, Colorado 81506.

EXHIBIT "CITY-JONES REAL PROPERTY"

A tract of land located in a part of Sections 22 and 23, Township 11 South, Range 101 West of the 6th P.M., County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the S $\frac{1}{4}$ corner of said Section 22;
thence North 00°11'00" West along the West line of the SE $\frac{1}{4}$ of said Section 22 a distance of 400.00 feet;
thence South 87°59'10" East 10.00 feet;
thence North 89°49'00" East 40.00 feet to the TRUE POINT OF BEGINNING;
thence North 87°52'00" East 400.00 feet;
thence North 52°28'36" West 206.70 feet;
thence North 13°21'36" West 159.00 feet;
thence North 16°48'24" East 451.00 feet;
thence North 47°12'36" West 253.60 feet;
thence South 89°14'19" East 2464.38 feet;
thence South 89°52'06" East 345.43 feet;
thence South 01°17'57" East 1319.57 feet;
thence North 88°12'24" West 373.49 feet;
thence North 88°33'36" West 1330.37 feet;
thence North 01°05'29" West 55.06 feet;
thence North 88°33'36" West 968.70 feet;
thence along the arc of a curve to the right whose radius is 318.10 feet and whose long chord bears North 44°22'18" West a distance of 443.44 feet;
thence North 00°11'00" West 11.79 feet to the TRUE POINT OF BEGINNING;
EXCEPT a parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23, more specifically described as follows:
Beginning at a point which bears North 89°56'26" East 375.59 feet and North 00°02'00" West 873.05 feet from the Southwest corner of said Section 23;
thence North 03°22'00" West 455.71 feet to a point on the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23;
thence following said line South 89°52'00" East 26.50 feet;
thence leaving said line South 00°02'00" East 454.86 feet to the point of beginning;
EXCEPT tract conveyed to County of Mesa, State of Colorado for road by instrument recorded October 4, 1966 in Book 901 at page 298.

CONTRACT TO BUY AND SELL REAL ESTATE
(Seller's Remedy Limited to Liquidated Damages)

THIS CONTRACT TO BUY AND SELL REAL ESTATE is entered into by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Robert G. Jones, Elizabeth G. Jones, the APA 73 Trust, Larry C. Jones, Martha Jones, William R. Jones and Carol Jones, hereinafter referred to as "the Sellers".

1. The undersigned agent hereby acknowledges having received from the City the sum of \$5,000.00, in the form of a check, to be held by RE/MAX, The Grand Junction Real Estate Group, Inc., broker for the seller, in broker's escrow or trustee account, as earnest money and part payment for the real property described on Exhibit "City-Jones Real Property" attached hereto and incorporated herein by reference, hereinafter referred to as "the Property". Said \$5,000.00 is non-refundable, except as otherwise provided herein, unless the Sellers are unable to deliver merchantable title as set forth herein.

2. Subject to the provisions set forth herein, the City hereby agrees to purchase the Property, and the Sellers agree to sell the Property upon the terms and conditions stated herein.

3. The purchase price for the Property shall be \$648,000.00, payable as follows: \$5,000.00 in earnest money as set forth above; The balance of \$643,000.00 in the form of "good funds" shall be paid at closing. The City and the Sellers each agree to pay their own closing costs according to local custom.

4. The purchase price shall include the Property, all improvements thereon or appurtenant thereto, and any and all other rights appurtenant to the Property, including all water and water rights, ditches and ditch rights, water shares and water stock certificates used on or appurtenant to the Property described on Exhibit "City-Jones Water" attached hereto and incorporated herein by reference, free and clear of all taxes, liens and encumbrances.

5. A current commitment for title insurance policy in an amount equal to the purchase price, at the Sellers' expense, shall be furnished to the City on or before September 8, 1993. The Sellers shall cause the title insurance policy to be delivered to the City after closing and pay the premium thereon.

6. The date of closing shall be the date for delivery of deed as provided in paragraph 7. The hour and place of closing shall be as designated by the Sellers' Title Company. Changes in time, place and date may be made with the consent of both the Sellers and the City.

7. Title shall be merchantable in the Sellers, except as stated in this paragraph and in paragraphs 8 and 9. Subject to payment or tender as above provided and compliance by the City with the other terms and provisions hereof, the Sellers shall execute and deliver a good and sufficient general warranty deed to the City on November 5, 1993, or, by mutual agreement, at an earlier date, conveying the Property free and clear of: all taxes, except the general taxes for the year of closing; free and clear of all liens for special improvements installed as of the

date of the City's signature hereon, whether assessed or not; free and clear of all liens and encumbrances, including liens or assessments with respect to water, water/ditch shares and certificates; and subject to building and zoning regulations.

8. Except as stated in paragraphs 7 and 9, if title is not merchantable and written notice of defect(s) is given by the City to the Sellers or the Sellers' agent on or before date of closing, the Sellers shall use reasonable effort to correct said defect(s) prior to date of closing. If the Sellers are unable to correct said defect(s) on or before date of closing, at the Sellers' option and upon written notice to the City on or before date of closing, the date of closing shall be extended thirty (30) days for the purpose of correcting said defect(s). Except as stated in paragraph 9, if title is not rendered merchantable as provided in this paragraph 8, at the City's option, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to the City.

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

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13. In the event the Property shall be damaged by fire, flood or other casualty prior to time of closing, in an amount of not more than ten percent (10%) of the total purchase price, the Sellers shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage is not or cannot be repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of the City and all payments and things of value received hereunder shall be returned to the City. Should the City elect to carry out this contract despite such damage, the City shall be entitled to all the credit for the insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

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

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16. In the event the Sellers should choose to effectuate a "tax deferred exchange" with respect to this contract, the City agrees that it will, at no cost to the City, cooperate with the Sellers by executing documents and following procedures as may be required by the IRS in order to achieve a tax deferred exchange, which may include the use of a facilitator.

17. This entire contract and the City's obligation to proceed under its terms is expressly conditioned upon the consent and approval of the City Council of the City of Grand Junction. If such consent and approval is not obtained on or before September 1, 1993, then this contract shall automatically become void and of no effect, in which case all payments and things of value received hereunder shall be returned to the City.

18. This contract contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This contract and the terms and conditions hereof apply to and are binding upon the heirs, successors and authorized assigns of both parties.

19. Subject to paragraph 16, if this proposal is accepted by the Sellers in writing and the City receives notice of such acceptance on or before August 26, 1993, this instrument shall become a contract between the Sellers and the City and shall inure to the benefit of the heirs, successors and assigns of such parties.

20. A copy of this contract may be signed by each party in counterparts, separately, and when each party has signed a copy, the copies taken together shall constitute a full and complete contract.

21. The Sellers and the City have each obtained the advice of their own legal and tax counsel.

The City of Grand Junction, Colorado
Purchaser



Mark K. Achen, City Manager

Dated: August 19, 1993

Purchaser's Address: Attention City Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

EXHIBIT "CITY-JONES REAL PROPERTY"

A tract of land located in a part of Sections 22 and 23, Township 11 South, Range 101 West of the 6th P.M., County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the S $\frac{1}{4}$ corner of said Section 22;
thence North 00°11'00" West along the West line of the SE $\frac{1}{4}$ of said Section 22 a distance of 400.00 feet;
thence South 87°59'10" East 10.00 feet;
thence North 89°49'00" East 40.00 feet to the TRUE POINT OF BEGINNING;
thence North 87°52'00" East 400.00 feet;
thence North 52°28'36" West 206.70 feet;
thence North 13°21'36" West 159.00 feet;
thence North 16°48'24" East 451.00 feet;
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thence South 89°14'19" East 2464.38 feet;
thence South 89°52'06" East 345.43 feet;
thence South 01°17'57" East 1319.57 feet;
thence North 88°12'24" West 373.49 feet;
thence North 88°33'36" West 1330.37 feet;
thence North 01°05'29" West 55.06 feet;
thence North 88°33'36" West 968.70 feet;
thence along the arc of a curve to the right whose radius is 318.10 feet and whose long chord bears North 44°22'18" West a distance of 443.44 feet;
thence North 00°11'00" West 11.79 feet to the TRUE POINT OF BEGINNING;
EXCEPT a parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23, more specifically described as follows:
Beginning at a point which bears North 89°56'26" East 375.59 feet and North 00°02'00" West 873.05 feet from the Southwest corner of said Section 23;
thence North 03°22'00" West 455.71 feet to a point on the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23;
thence following said line South 89°52'00" East 26.50 feet;
thence leaving said line South 00°02'00" East 454.86 feet to the point of beginning;
EXCEPT tract conveyed to County of Mesa, State of Colorado for road by instrument recorded October 4, 1966 in Book 901 at page 298.

EXHIBIT "CITY-JONES WATER RIGHTS"
(Water Rights, Ditch Rights, Water Shares & Stock Certificates)

also known as Tiara Rado Subdivision-Phase III

(Street Address)

Grand Junction, CO 81503

(City) (Zip)

together with the following water rights:

any and all appurtenant thereto

the following water stock:

*Included in sale to city
GJO*

60 shares of Redland Irrigation stock under Lift #2 ;

all well rights, reservoir or storage rights, if any; all pumping or well equipment, if any; the following growing crops:

none ;

and all items of personal property to be conveyed pursuant to Section 7 (herein collectively referred to as the "Property").

CONTRACT TO BUY AND SELL REAL ESTATE
(Seller's Remedy Limited to Liquidated Damages)

THIS CONTRACT TO BUY AND SELL REAL ESTATE is entered into by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Robert G. Jones, Elizabeth G. Jones, the APA 73 Trust, Larry C. Jones, Martha Jones, William R. Jones and Carol Jones, hereinafter referred to as "the Sellers".

1. The undersigned agent hereby acknowledges having received from the City the sum of \$5,000.00, in the form of a check, to be held by RE/MAX, The Grand Junction Real Estate Group, Inc., broker for the seller, in broker's escrow or trustee account, as earnest money and part payment for the real property described on Exhibit "City-Jones Real Property" attached hereto and incorporated herein by reference, hereinafter referred to as "the Property". Said \$5,000.00 is non-refundable, except as otherwise provided herein, unless the Sellers are unable to deliver merchantable title as set forth herein.

2. Subject to the provisions set forth herein, the City hereby agrees to purchase the Property, and the Sellers agree to sell the Property upon the terms and conditions stated herein.

3. The purchase price for the Property shall be \$648,000.00, payable as follows: \$5,000.00 in earnest money as set forth above; The balance of \$643,000.00 in the form of "good funds" shall be paid at closing. The City and the Sellers each agree to pay their own closing costs according to local custom.

4. The purchase price shall include the Property, all improvements thereon or appurtenant thereto, and any and all other rights appurtenant to the Property, including all water and water rights, ditches and ditch rights, water shares and water stock certificates used on or appurtenant to the Property described on Exhibit "City-Jones Water" attached hereto and incorporated herein by reference, free and clear of all taxes, liens and encumbrances.

5. A current commitment for title insurance policy in an amount equal to the purchase price, at the Sellers' expense, shall be furnished to the City on or before September 8, 1993. The Sellers shall cause the title insurance policy to be delivered to the City after closing and pay the premium thereon.

6. The date of closing shall be the date for delivery of deed as provided in paragraph 7. The hour and place of closing shall be as designated by the Sellers' Title Company. Changes in time, place and date may be made with the consent of both the Sellers and the City.

7. Title shall be merchantable in the Sellers, except as stated in this paragraph and in paragraphs 8 and 9. Subject to payment or tender as above provided and compliance by the City with the other terms and provisions hereof, the Sellers shall execute and deliver a good and sufficient general warranty deed to the City on November 5, 1993, or, by mutual agreement, at an earlier date, conveying the Property free and clear of: all taxes, except the general taxes for the year of closing; free and clear of all liens for special improvements installed as of the

date of the City's signature hereon, whether assessed or not; free and clear of all liens and encumbrances, including liens or assessments with respect to water, water/ditch shares and certificates; and subject to building and zoning regulations.

8. Except as stated in paragraphs 7 and 9, if title is not merchantable and written notice of defect(s) is given by the City to the Sellers or the Sellers' agent on or before date of closing, the Sellers shall use reasonable effort to correct said defect(s) prior to date of closing. If the Sellers are unable to correct said defect(s) on or before date of closing, at the Sellers' option and upon written notice to the City on or before date of closing, the date of closing shall be extended thirty (30) days for the purpose of correcting said defect(s). Except as stated in paragraph 9, if title is not rendered merchantable as provided in this paragraph 8, at the City's option, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to the City.

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

10. (a) The Sellers shall, within five (5) days of acceptance of this contract by the Sellers, furnish to the City at no cost to the City true copies of all information and documents in possession of the Sellers regarding field surveys, geological surveys and studies, engineering studies, and environmental studies. (b) The Sellers and the City agree that the City, its officers, employees, agents, contractors and licensees, will be permitted for a period commencing on the date of acceptance of this contract by the Sellers and ending on the date which is sixty (60) days after said date of acceptance ("Inspection Period"), to have access to and make inspections of the Property for the purposes of conducting field surveys, engineering studies, geological surveys and studies, and environmental studies. (c) If the City, during the Inspection Period, determines in good faith that the condition of the Property is unsuitable for use by the City for reasons including, but not limited to, unstable soils or geology, groundwater, or the existence of any hazardous and/or regulated substances and materials which are located on or under the Property, the City shall notify the Sellers of such defect(s) in writing. The Sellers shall then have fifteen (15) days after receipt of said notice to either reasonably correct said defect(s) or to terminate this Agreement. If this Agreement is so terminated, neither party shall have any further rights under this Contract and all payments and things of value received hereunder shall be returned to the City. If written notice of any unsatisfactory condition(s) is not mailed to the Sellers as set forth above, the physical condition of the Property shall be deemed to be satisfactory.

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of delivery of deed; such apportionment shall be considered final settlement. The Sellers shall be responsible for any sales, use or other taxes that may accrue because of this transaction.

12. Possession of the Property shall be delivered to the City on date of deed delivery. If the Sellers fail to deliver possession on the date herein specified, the Sellers shall be subject to eviction and shall be liable for a daily rental of \$100.00 until possession is delivered.

13. In the event the Property shall be damaged by fire, flood or other casualty prior to time of closing, in an amount of not more than ten percent (10%) of the total purchase price, the Sellers shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage is not or cannot be repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of the City and all payments and things of value received hereunder shall be returned to the City. Should the City elect to carry out this contract despite such damage, the City shall be entitled to all the credit for the insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

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

(a) IF THE CITY IS IN DEFAULT, then all payments and things of value received hereunder shall be forfeited by the City and retained on behalf of the Sellers and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES, and (except as provided in subparagraph (c)) are the Seller's SOLE AND ONLY REMEDY for the City's failure to perform the obligations of this contract. The Sellers expressly waive the remedies of specific performance and additional damages;

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

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

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

16. In the event the Sellers should choose to effectuate a "tax deferred exchange" with respect to this contract, the City agrees that it will, at no cost to the City, cooperate with the Sellers by executing documents and following procedures as may be required by the IRS in order to achieve a tax deferred exchange, which may include the use of a facilitator.

17. This entire contract and the City's obligation to proceed under its terms is expressly conditioned upon the consent and approval of the City Council of the City of Grand Junction. If such consent and approval is not obtained on or before September 1, 1993, then this contract shall automatically become void and of no effect, in which case all payments and things of value received hereunder shall be returned to the City.

18. This contract contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This contract and the terms and conditions hereof apply to and are binding upon the heirs, successors and authorized assigns of both parties.

19. Subject to paragraph 16, if this proposal is accepted by the Sellers in writing and the City receives notice of such acceptance on or before August 26, 1993, this instrument shall become a contract between the Sellers and the City and shall inure to the benefit of the heirs, successors and assigns of such parties.

20. A copy of this contract may be signed by each party in counterparts, separately, and when each party has signed a copy, the copies taken together shall constitute a full and complete contract.

21. The Sellers and the City have each obtained the advice of their own legal and tax counsel.

The City of Grand Junction, Colorado
Purchaser



Mark K. Achen, City Manager

Dated: August 19, 1993

Purchaser's Address: Attention City Property Agent, 250 North 5th Street, Grand Junction, Colorado 81501.

Acceptance By Sellers:

Robert G. Jones Date


Elizabeth G. Jones Date


Larry C. Jones Date 8/19/93


Martha Jones Date 8/19/93

William R. Jones Date

Carol Jones Date


~~Paul R. Noble~~ Date 8/23/93
PAUL R. NOBLE, TRUSTEE


JAMES S. THOMAS, TRUSTEE

Seller's Address: c/o Larry Jones, 714 Birdie Drive, Grand Junction, Colorado 81506.

EXHIBIT "CITY-JONES REAL PROPERTY"

A tract of land located in a part of Sections 22 and 23, Township 11 South, Range 101 West of the 6th P.M., County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the S $\frac{1}{4}$ corner of said Section 22;
thence North 00°11'00" West along the West line of the SE $\frac{1}{4}$ of said Section 22 a distance of 400.00 feet;
thence South 87°59'10" East 10.00 feet;
thence North 89°49'00" East 40.00 feet to the TRUE POINT OF BEGINNING;
thence North 87°52'00" East 400.00 feet;
thence North 52°28'36" West 206.70 feet;
thence North 13°21'36" West 159.00 feet;
thence North 16°48'24" East 451.00 feet;
thence North 47°12'36" West 253.60 feet;
thence South 89°14'19" East 2464.38 feet;
thence South 89°52'06" East 345.43 feet;
thence South 01°17'57" East 1319.57 feet;
thence North 88°12'24" West 373.49 feet;
thence North 88°33'36" West 1330.37 feet;
thence North 01°05'29" West 55.06 feet;
thence North 88°33'36" West 968.70 feet;
thence along the arc of a curve to the right whose radius is 318.10 feet and whose long chord bears North 44°22'18" West a distance of 443.44 feet;
thence North 00°11'00" West 11.79 feet to the TRUE POINT OF BEGINNING;
EXCEPT a parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23, more specifically described as follows:
Beginning at a point which bears North 89°56'26" East 375.59 feet and North 00°02'00" West 873.05 feet from the Southwest corner of said Section 23;
thence North 03°22'00" West 455.71 feet to a point on the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 23;
thence following said line South 89°52'00" East 26.50 feet;
thence leaving said line South 00°02'00" East 454.86 feet to the point of beginning;
EXCEPT tract conveyed to County of Mesa, State of Colorado for road by instrument recorded October 4, 1966 in Book 901 at page 298.



Petition for Variance Mesa County

FEE: \$ 150.00

RECEIPT NO. 5166

FILE NO.: #88-5

BOARD OF ADJUSTMENT

DATE: 2-25-88

REC. BY: BB

PROPERTY OWNER: LARRY JONES - PARTNER

ADDRESS/ZIP: 714 BIRDIE DRIVE 81506

PHONE: (HOME) _____ (WORK) 241-0700

I, the undersigned, hereby petition for a variance located at:

2080 SOUTH BROADWAY

1. Section(s) of the Mesa County Land Development Code which are requested to be varied:

9.1.5.D USE MATRIX

2. State the unnecessary hardship or practical difficulty in meeting the zoning requirements of the Code (Example: Irregular parcel, house already built too close to the side yard):

GOLF TO ALLOW DRIVING RANGE IN AN R-2 ZONE

OTHER INFORMATION REQUIRED:

1507229 04:04 PM 01/27/89
E.SANYER: CLK&REC MESA COUNTY CO

- 3 ✓ Names and addresses of all adjacent property owners typed on form provided by the Planning Department.
- 4 ✓ Plot plan showing location of property, existing buildings, distance from property lines, and nature of variance.
- 5 ✓ An assessor's map of the area with the parcel outlined in red (available from Co. Assessor).
- 6. Legal description of the property the variance is requested for.
- 7 ✓ Tax certification stating no back taxes are due.
- 8. Evidence of title (copy of deed or title insurance policy).
- 9 ✓ Submittal fee of \$ 150.00 (check payable to Mesa County Planning Department).

THE APPLICANT OR A REPRESENTATIVE OF THE APPLICANT MUST BE PRESENT AT THE MEETING IN ORDER FOR THE BOARD OF ADJUSTMENT TO CONSIDER THE VARIANCE PETITION. IN THE EVENT THE PETITIONER IS NOT REPRESENTED, THE ITEM WILL BE DELETED FROM THE AGENDA AND AN ADDITIONAL FEE CHARGED TO COVER RE-SCHEDULING EXPENSES.

Larry Jones - Partner
with Robert J. Jones
and Elizabeth Jones

Signature of the Property Owner

REPRESENTATIVE:
JACK SOMMERS

245-8085 242-8331

Signature of the Property Owner

(OVER)

10. Legal Description (may be attached or typed below):

11. Board of Adjustment Action Taken (copy of minutes): *see attached sheet*

A tract of land located in a part of Sections 22, 23, Township 11 South, Range 101 West of the Sixth Principal Meridian, being more particularly described as follows: Commencing at the South ¼ corner of said Section 22; thence North 00°11'00" West along the West line of the Southeast ¼ of said Section 22 a distance of 400.00 feet; thence South 87°59'10" East 10.00 feet; thence North 89°49'00" East 40.00 feet to the True Point of Beginning; thence North 87°52'00" East 400.00 feet; thence North 52°28'36" West 206.70 feet; thence North 13°21'36" West 159.00 feet; thence North 16°48'24" East 451.00 feet; thence North 47°12'36" West 253.60 feet; thence South 89°14'19" East 2464.38 feet; thence South 89°52'06" East 345.43 feet; thence South 01°17'57" East 1344.61 feet; thence North 88°12'24" West 374.76 feet to the Southeast corner of said said Section 22; thence North 88°33'36" West along the South line of the Southeast ¼ of said Section 22 a distance of 1329.19 feet; thence North 01°05'29" West 80.08 feet; thence North 88°33'36" West 968.70 feet; thence along the arc of a curve to the right whose radius is 318.10 feet and whose long chord bears North 44°22'19" West a distance of 443.44 feet; thence North 00°11'00" West 11.79 feet to the True Point of Beginning, EXCEPT the South 25 feet conveyed to Mesa County for road in Book 901 at Page 298, Mesa County, Colorado.

Signed _____ Date _____
 Chairman, Board of Adjustment

Board of Adjustment
Minutes
March 30, 1988
Page 2

- 3) For special events the applicants will provide additional parking spaces sufficient, under the standards of the Special Use Permit.
- 4) This variance is subject to annual review.

The motion was seconded by Shari Raso and approved 3-0.

#88-5 Consideration of a request to vary the Mesa County Land Development Code to allow a golf driving range in a residential (R2) zone.

Petitioner: Larry Jones

Location: 2080 South Broadway, Grand Junction, Colorado 81503

MOTION: The motion was made by Ed Chamberlin to approve the variance for the operation of a 9018 driving range as indicated by the aerial photo subject to the following conditions:

- 1) The hours of operation shall be day light hours only.
- 2) The petitioner will provide an asphalt entry way 20' in from the roadway and the width of the driveway access to the parking lot.
- 3) The property shall be totally enclosed by fence and posted around the perimeter as potentially hazardous zone.
- 4) The length of variance shall be two years and shall be reviewed at that time.
- 5) The petitioner make every effort to remove vegetation from the driving range area to a location South of the proposed tee box.
- 6) All colors used on the site for buildings and signage shall be of earth tone colors.
- 7) The sign shall be no more than three square feet.

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- 8) The variance is subject to the approval of Mr. Robert Galbreath and Mr. Jay Felhauer who requested to be at the hearing. Upon approval by Galbreath and Felhauer, this motion shall be in effect.

This motion was seconded by Shari Raso and approved 3-0.

The meeting was adjourned by DICK SCARIANO.

(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 be addressed to Transamerica Title Insurance Company, 4683 Chabot Drive, Suite 101, Pleasanton, CA 94588.