

RTE08PSI

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	DEED (WARRANTY)
NAME OF PROPERTY OWNER OR GRANTOR OR GRANTEE:	MARIA RENTIE
PURPOSE:	PUBLIC SAFETY INITIATIVE
ADDRESS:	717 UTE AVENUE
PARCEL NO:	2945-144-32-055
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WARRANTY DEED

921934

Maria Rentie, Grantor, whose address is 717 Ute Avenue, Grand Junction, CO 81501, for and in consideration of the sum of One Hundred Thirty-Four Thousand Nine Hundred and 00/100 Dollars (\$134,900.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality, Grantee,** 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 East 45 feet of the North Half of Lot 7 and the East 45 feet of Lots 8, 9, and 10, Block 137, City of Grand Junction

Commonly known as 717 Ute Avenue, Grand Junction, CO 81501

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that she 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 7th day of July, 2008.

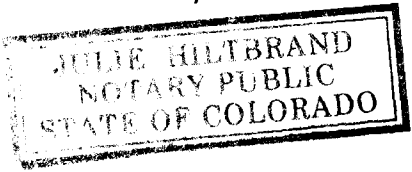
Maria Rentie
Maria Rentie

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 7th day of July, 2008, by Maria Rentie.

My commission expires: 8-12-09.

Witness my hand and official seal.



Julie Hiltbrand
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: June 11, 2008

5
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.

8
9 2. **DEFINED TERMS.**

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

13
14 b. **Seller.** Seller is **Maria Rentie.**

15
16 c. **Property.** The Property is the following legally described real estate:

17
18 **2945-144-32-005:** The East 45 feet of the North Half of Lot 7 and the East 45 feet of
19 Lots 8, 9, and 10, Block 137, City of Grand Junction

20
21 Commonly known as 717 Ute Avenue, Grand Junction, CO 81501.

22
23 Each of the foregoing Parcels shall be conveyed to Buyer together with all of the
24 interests, easements, rights, benefits and privileges appurtenant thereto.

25
26 d. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§5	Title Deadline	June 20, 2008
2	§6a.	Title Objection Deadline	June 27, 2008
3	§6b.	Off-Record Matters Deadline	June 20, 2008
4	§6b.	Off-Record Matters Objection Deadline	June 27, 2008
5	§7	Seller's Property Disclosure Deadline	June 16, 2008
6	§7b.	Inspection Objection Deadline	June 20, 2008
7	§7c.	Resolution Deadline	June 27, 2008
8	§21b.	City Council Ratification Deadline	July 2, 2008
9	§8	Closing Date	July 7, 2008
10	§13	Possession Date	July 7, 2008
11	§13	Possession Time	5:00 p.m. M.S.T.
12	§25	Acceptance Deadline Date	June 11, 2008
13	§25	Acceptance Deadline Time	2:00 p.m. M.S.T.

27
28
29 e. **Attachments.** The following exhibits, attachments and addenda are a
30 part of this contract: **Attachment "A": Seller's Property Disclosure and**
31 **Attachment "B": Warranty Deed**

32
33 f. **Applicability of Terms.** A check or similar mark in a box means that
34 such provision is applicable. The abbreviation "N/A" means not applicable.

35
36 3. **INCLUSIONS AND EXCLUSIONS.**

37
38 a. The purchase price includes the following items ("Inclusions"):
39 (1) **Fixtures.** None.

40
41 b. **Instruments of Transfer.** The Inclusions are to be conveyed at Closing
42 free and clear of all taxes, liens and encumbrances.

43
44 c. **Exclusions.** The following attached fixtures are excluded from this sale:
45 **N/A**

46 **4. PURCHASE PRICE AND TERMS.** The Purchase Price set forth below shall be
 47 payable in U.S. Dollars by Buyer as follows:
 48

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$ 124,304.00	
2	§ 4a	Earnest Money		\$ 10,000.00
3	§ 4b	Cash at Closing		\$ 114,304.00
4		TOTAL	\$ 124,304.00	\$ 124,304.00

49
 50
 51 **a. Earnest Money.** The Earnest Money set forth in this Section, in the form
 52 of Buyer's check, is part payment of the Purchase Price and shall be payable to
 53 and held by **Abstract & Title Company of Mesa County Inc.** ("Closing
 54 Company"), in its trust account, on behalf of both Seller and Buyer. The parties
 55 authorize delivery of the Earnest Money to the Closing Company at or before
 56 closing
 57

58 **b. Cash at Closing.** All amounts paid by Buyer at Closing including Cash at
 59 Closing, plus Buyer's closing costs, shall be in funds which comply with all
 60 applicable Colorado laws, which include Buyer's check, cash, electronic transfer
 61 funds, certified check, savings and loan teller's check and cashier's check ("Good
 62 Funds").
 63

64 **5. EVIDENCE OF TITLE.** On or before **Title Deadline** (§2d, Item 1), Seller shall
 65 cause to be furnished to Buyer's City Attorney with a copy to Buyer's City Real Estate
 66 Manager, at Seller's expense, a current commitment for owner's title insurance policy
 67 ("Title Commitment") in an amount equal to the Purchase Price, together with true and
 68 legible copies of all instruments referred to therein, including, but not limited to, true and
 69 legible copies of any plats, declarations, covenants, conditions and restrictions
 70 describing, affecting or burdening the Property and true and legible copies of any other
 71 documents listed in the schedule of exceptions ("Exceptions"). Seller shall have the
 72 obligation to furnish the documents pursuant to this subsection without any request or
 73 demand by Buyer. The Title Commitment together with copies of such documents
 74 furnished pursuant to this Section shall constitute the title documents ("Title
 75 Documents"). The Title Commitment shall commit to delete or insure over the standard
 76 exceptions which relate to:
 77

- 78 (1) parties in possession,
- 79 (2) unrecorded easements,
- 80 (3) survey matters
- 81 (4) any unrecorded mechanics' liens,
- 82 (5) unpaid taxes, assessments and unredeemed tax sales prior to year of
 83 Closing, and
- 84 (6) gap period (effective date of the Title Commitment to the date the deed is
 85 recorded).
 86

87 Any additional premium expense to obtain this additional coverage shall be paid
 88 by Seller. Seller shall cause the title insurance policy to be delivered to Buyer as soon
 89 as practicable, at or after Closing.
 90

91 **6. TITLE.**

92
 93 **a. Title Review.** Buyer shall have the right to inspect the Title Documents.
 94 Written notice by Buyer to Seller of unmerchantability of title or of any other
 95 unsatisfactory condition shown by the Title Documents shall be signed by or on
 96 behalf of Buyer and given to Seller on or before the **Title Objection Deadline**
 97 (§2d, Item 2), or within five (5) business days after receipt by Buyer of any Title
 98 Document(s) or endorsement(s) adding new Exception(s) to the Title

99 Commitment together with a copy of the Title Document(s) adding new
100 Exception(s) to title, whichever is later. If Buyer does not mail its notice by the
101 date(s) specified above, Buyer shall be deemed to have accepted as satisfactory
102 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
106 lease(s) and survey(s) in Seller's possession pertaining to the Property and shall
107 disclose to Buyer all easements, liens or other title matters not shown by the
108 public records of which Seller has actual knowledge. Buyer shall have the right
109 to inspect the Property to determine if any third party(ies) has any right in the
110 Property not shown by the public records (such as an unrecorded easement,
111 unrecorded lease, or boundary line discrepancy). Written notice of any
112 unsatisfactory condition(s) disclosed by Seller or revealed by such inspection
113 shall be signed by or on behalf of Buyer and mailed to Seller on or before the
114 **Off-Record Matters Objection Deadline** (§2d, Item 4). If Buyer does not mail
115 Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of
116 third parties of which Buyer has actual knowledge.
117

118 **c. Right to Cure.** If Seller receives notice of unmerchantability of title or any
119 other unsatisfactory title condition(s) or commitment terms as provided in §6a or
120 §6b above, Seller shall use reasonable efforts to correct said items and bear any
121 nominal expenses to correct the same prior to Closing. If such unsatisfactory title
122 condition(s) are not corrected on or before Closing, this contract shall then
123 terminate; provided, however, Buyer may, by written notice given to Seller, on or
124 before Closing, waive objection to such items.
125

126 **7. PROPERTY DISCLOSURE AND INSPECTION.** On or before **Seller's Property**
127 **Disclosure Deadline** (§2d, Item 5), Seller shall complete and return to Buyer the
128 attached **Seller's Property Disclosure (Attachment "A")**, providing a written
129 disclosure of adverse matters regarding the Property completed by Seller to the best of
130 Seller's current actual knowledge.
131

132 **a. Inspection.** Buyer shall have the right, at Buyer's expense, to conduct
133 inspections of the physical condition of the Property and Inclusions
134 ("Inspections"); prior to closing. The Inspections may include, but not be limited
135 to, boundary surveys, engineering surveys, soils samples and surveys and
136 environmental surveys. Buyer is responsible for payment of all inspections,
137 surveys, engineering reports, environmental reports or for any other work
138 performed at Buyer's request and shall pay for any damage which occurs to the
139 Property and Inclusions as a result of such activities if Closing does not occur as
140 provided herein. If Buyer does not close as provided for herein, Buyer shall not
141 permit claims or liens of any kind against the Property for inspections, surveys,
142 engineering reports, environmental reports and for any other work performed on
143 the Property at Buyer's request. The provisions of this subsection shall survive
144 the termination of this Contract.
145

146 **b. Inspection Objection Deadline.** If the physical condition of the Property
147 or Inclusions is unsatisfactory as determined by Buyer's sole and subjective
148 discretion, Buyer shall, on or before the **Inspection Objection Deadline** (§2d,
149 Item 6), either:
150

151 (1) notify Seller in writing that this Contract is terminated, in which case all
152 payments and things of value received hereunder shall be returned to
153 Buyer, or
154

155 (2) provide Seller with a written description of any unsatisfactory physical
156 condition(s) which Buyer requires Seller to correct at no cost or expense
157 to Buyer ("Notice to Correct"), on or before the **Resolution Deadline** (§2d,
158 Item 7).
159

160 If written notice is not mailed to Seller on or before the **Inspection**
161 **Objection Deadline** (§2d, Item 6), the physical condition of the Property
162 and Inclusions shall be deemed to be satisfactory to Buyer.
163

164 **c. Resolution Deadline.** If a Notice to Correct is timely mailed to Seller and
165 if Buyer and Seller have not agreed in writing to a settlement thereof on or before
166 the **Resolution Deadline** (§2d, Item 7) excluding the post-closing inspection(s);
167 this Contract shall terminate and all payments and things of value received
168 hereunder shall be returned to Buyer, unless before such termination Seller
169 receives Buyer's written withdrawal of the Notice to Correct.
170

171 **8. CLOSING.** Delivery of deed from Seller to Buyer shall be on the date specified
172 as the **Closing Date** (§2d, Item 9) or by mutual agreement at an earlier date ("Closing").
173 The hour and place of Closing shall be as designated by mutual agreement between
174 Seller and Buyer at Abstract & Title Company of Mesa County, Inc.
175

176 **9. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required
177 herein and compliance by Buyer with the other terms and provisions hereof, Seller shall
178 execute and deliver a good and sufficient General Warranty Deed to Buyer
179 (**Attachment "B"**), at Closing, conveying the Property free and clear of all taxes except
180 the general taxes for the year of Closing, all leases, all tenancies and all leasehold
181 interests. Except as provided herein, title shall be conveyed free and clear of all liens,
182 including any governmental liens for special improvements installed as of the date of
183 Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:
184

185 **a.** those specific Exceptions described by reference to recorded documents
186 as reflected in the Title Documents accepted by Buyer in accordance with §6a
187 [Title Review];
188

189 **b.** those specifically described rights of third parties not shown by the public
190 records of which Buyer has actual knowledge and which were accepted by Buyer
191 in accordance with §6b [Matters not Shown by the Public Records]; and
192

193 **c.** no others.
194

195 **10. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall
196 be paid at or before Closing from the proceeds of this transaction or from any other
197 source.
198

199 **11. CLOSING COSTS; DOCUMENTS AND SERVICES.** Buyer and Seller shall pay,
200 in Good Funds, their respective Closing costs and all other items required to be paid at
201 Closing, except as otherwise provided herein. Buyer and Seller shall sign and complete
202 all customary or reasonably required documents at or before Closing. Fees for real
203 estate closing services shall be paid at Closing by One-Half by Buyer and One-Half by
204 Seller. Any sales and use tax that may accrue because of this transaction shall be paid
205 when due by Seller.
206

207 **12. PRORATIONS.** The following shall be prorated to the **Closing Date** (§2d, Item
208 9), except as otherwise provided:
209

210 **a. Personal Property Taxes.** Personal property taxes, if any, shall be paid
211 by Seller;
212

213 **b. General Real Estate Taxes.** General real estate taxes shall be prorated
214 to the Closing Date based on the most recent mill levy and the most recent
215 assessment;
216

217 **c. Utilities and Other Services.** Seller shall pay for all fees and charges for
218 all utilities and services which have accrued as of the Closing Date. Buyer shall
219 be responsible for all utilities fees and services which accrue thereafter.
220

221 **d. Final Settlement.** Unless otherwise agreed in writing, these prorations
222 shall be final.
223

224 **13. POSSESSION.** Possession of the Property shall be delivered to Buyer on
225 **Possession Date** (§2d, Item 10) and **Possession Time** (§2d, Item 11), free and clear
226 of any and all leases and tenancies. If Seller, after Closing, fails to deliver possession
227 as specified Seller shall be subject to eviction and shall be additionally liable to Buyer
228 for payment of \$100.00 per day from the Possession Date until possession is delivered.
229

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

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

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

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

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

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

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

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

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

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

287
288 **20. TERMINATION.** In the event this Contract is terminated, all payments and things
289 of value received hereunder shall be returned and the parties shall be relieved of all
290 obligations hereunder, subject to §7a (Inspection Costs), §17b (If Seller is in Default),
291 §18 (Mediation), and §19 (Earnest Money Dispute).

292
293 **21. ADDITIONAL PROVISIONS.**

294
295 **a. Purchase in Lieu of Condemnation.** Buyer is a governmental authority
296 and has determined that the purchase of the Property is necessary for the health,
297 safety and welfare of the inhabitants of the City of Grand Junction; therefore,
298 Buyer has the authority, pursuant to the laws of the State of Colorado, to acquire
299 the Property through condemnation proceedings by exercising its power of
300 eminent domain. Notwithstanding the preceding statements, Buyer desires to
301 purchase the subject property through friendly negotiations and thereby avoid
302 condemnation proceedings.

303
304 **b. City Council Consent.** The execution of this Contract by the City
305 Manager of the City of Grand Junction and Buyer's obligation to proceed under
306 its terms and conditions is expressly conditioned upon and subject to the formal
307 ratification, confirmation and consent of the Grand Junction City Council with
308 regards to: (1) the terms, covenants, conditions, duties and obligations to be
309 performed by Buyer in accordance with this Contract, and (2) the allocation of
310 funds to pay the Purchase Price and all other costs and expenses necessary to
311 perform Buyer's due diligence inspections of the Property. In the event such
312 ratification, confirmation and consent is not obtained on or before the **City**
313 **Council Ratification Deadline** (§2d, Item 8), this Contract shall automatically
314 terminate, both parties shall thereafter be released from all obligations hereunder
315 and the Earnest Money received hereunder shall be returned to Buyer.

316
317 **c. No Fees or Commissions.** Buyer and Seller each warrant that no person
318 or selling agency has been employed or retained to solicit or secure this Contract upon
319 any agreement or understanding for a commission, percentage, brokerage or contingent
320 fee. Each party agrees to defend, indemnify and hold the other party harmless from any
321 claim for real estate brokerage commissions or finder's fees arising out of this Contract.

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

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

334
335 **22. ENTIRE AGREEMENT; SUBSEQUENT MODIFICATION; SURVIVAL.** This
336 Contract constitutes the entire contract between the parties relating to the subject
337 hereof and any prior agreements pertaining thereto, whether oral or written, have been
338 merged and integrated into this Contract. No subsequent modification of any of the
339 terms of this Contract shall be valid or binding upon the parties or enforceable unless
340 made in writing and signed by the parties. Any obligation in this Contract which by its
341 terms is intended to be performed after termination or Closing shall survive the same.
342

343 **23. FACSIMILE.** Signatures may be evidenced by facsimile. Documents with
344 original signatures shall be provided to the other party at Closing or earlier upon request
345 of any party.
346

347 **24. NOTICE.** Except for the notice requesting mediation described in §18, any notice to
348 Buyer shall be effective when received by Buyer and any notice to Seller shall be effective when
349 received by Seller.
350

351 **25. NOTICE OF ACCEPTANCE; COUNTERPART.** This proposal shall expire unless
352 accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the
353 offering party receives notice of such acceptance pursuant to §24 on or before **Acceptance**
354 **Deadline Date** (§2d, Item No. 12) and **Acceptance Deadline Time** (§2d, Item No. 13). If
355 accepted, this document shall become a contract between Seller and Buyer, subject to
356 ratification by the Grand Junction City Council (§21 a.).
357

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

359
360
361 By: 
362 Laurie Kadrich, City Manager

363
364 Date of Buyer's signature: 06-09, 2008.

365
366 Buyer's Address: City Attorney, 250 North 5th Street, Grand Junction, CO 81501
367 With Copy to: City Real Estate Manager, 250 North 5th Street, Grand Junction, CO 81501

368
369 Buyer's Telephone Number: City Attorney: (970) 244-1506
370 City Real Estate Manager: (970) 244-1538

371
372 Buyer's Fax No.: City Attorney: (970) 244-1456
373 City Real Estate Manager: (970) 256-4022

374
375
376 **[NOTE: If this offer is being countered or rejected, do not sign this document.**
377 **Refer to § 26.]**

378
379 Acceptance by Maria Rentie, Buyer:

380
381
382 _____
383 Maria Rentie

384
385 Date of Seller's signature: _____, 2008.

386
387 Seller's Address: 717 Ute Avenue, Grand Junction, CO 81501

388
389 Seller's Telephone Number: (970) _____

390
391 Seller's Fax No.: () _____

392
393
394
395 **26. COUNTER; REJECTION.** This offer is **Countered** **Rejected.**

396
397 Initials only of party (Buyer or Seller) who countered or rejected offer: MR

398
399
400
401
402 **END OF CONTRACT**

ATTACHMENT "A"

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

SELLER'S PROPERTY DISCLOSURE

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of this Date.

Date: June 11th, 2008

Property Address: 717 Ute Avenue, Grand Junction, CO 81501

Seller: Maria Rentie

Section 1 – Use, Access and Occupancy.

A. Please provide the Names, Telephone Numbers and Mailing Addresses of all **current** occupants or users of Property and indicate the date their occupancy or use began. Please indicate the type of use and if the use is for storage, please indicate the types of materials, items or equipment being stored:

(1). Current Occupant(s) or User(s):

a. Name: Maria Rentie Telephone: (970) 243-5213
Mailing Address: 717 Ute Ave Grand Junction, CO 81501
Date use or occupancy began: _____
Type of use or occupancy: _____

b. Name: Eddie Rentie Telephone: (970) 243-5213
Mailing Address: 717 Ute Ave. Grand Junction, CO 81501
Date use or occupancy began: _____
Type of use or occupancy: _____

B. Please provide the Names, Telephone Numbers and Mailing Addresses of all **former** occupants or users of Property and indicate the dates their occupancy or use began and ended. Please indicate the type of use and if the use was for storage, please indicate the types of materials, items or equipment that were stored:

(1). Former Occupant(s) or User(s):

a. Name: Lucy M. Sisneros Telephone: ?
Mailing Address: 717 Ute Ave
Beginning & Ending Dates: _____
Type of use or occupancy: _____

Section 1 (continued)

b. Name: _____ Telephone: _____
Mailing Address: _____
Beginning & Ending Dates: _____
Type of use or occupancy: _____

c. Name: _____ Telephone: _____
Mailing Address: _____
Beginning & Ending Dates: _____
Type of use or occupancy: _____

d. Name: _____ Telephone: _____
Mailing Address: _____
Beginning & Ending Dates: _____
Type of use or occupancy: _____

C. Please list of any encroachments, boundary disputes or unrecorded easements that affect the Property:

D. Please provide a list of any roads, driveways, trails, paths or utilities through the Property which are used by others:

E. Please provide a list of any known zoning or code violations occurring on or issued against the Property:

Seller's Initials MA

Section 2 – Water & Sewer.

A. Is the Property presently served by domestic (i.e. drinking) water?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	I don't know
-------------------------------------	-----	--------------------------	----	--------------------------	--------------

If yes, please indicate the source:

<input checked="" type="checkbox"/>	Public	<input type="checkbox"/>	Community	<input type="checkbox"/>	Well	<input type="checkbox"/>	Shared Well	<input type="checkbox"/>	Cistern	<input type="checkbox"/>	None	<input type="checkbox"/>	Other
-------------------------------------	--------	--------------------------	-----------	--------------------------	------	--------------------------	-------------	--------------------------	---------	--------------------------	------	--------------------------	-------

If the Property is served by a Public water system (i.e. City), please provide Buyer with copies of the most recently paid water bill.

If the Property is served by a Cistern, please provide Buyer with a sketch depicting the approximate size and location of the Cistern.

If the Property is served by a Well, please provide Buyer with a copy of the Well Permit.

If Other, please explain: _____

B. Are there any adjudicated water rights (i.e., river, ditch) associated with the Property?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	I don't know
--------------------------	-----	-------------------------------------	----	--------------------------	--------------

If yes, please provide Buyer with a list of the adjudicated water rights.

C. Is the Property presently served by a sanitary sewer system?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	I don't know
--------------------------	-----	-------------------------------------	----	--------------------------	--------------

If yes, please indicate the type of system:

<input type="checkbox"/>	Public	<input type="checkbox"/>	Septic System	<input type="checkbox"/>	None	<input type="checkbox"/>	Other
--------------------------	--------	--------------------------	---------------	--------------------------	------	--------------------------	-------

If the Property is served by a Public sewer system (i.e. City), please provide Buyer with copies of the most recently paid sewer bill.

If the Property is served by a Septic System, please provide the date when the septic tank was last serviced: _____

If Other, please explain: _____

Section 3 – Environmental Matters.

A. To the best of your current actual knowledge, do any of the following conditions now exist or have they ever existed:

(1) Have electrical transformers, capacitors or other similar equipment ever been stored on the Property?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	I don't know
--------------------------	-----	--------------------------	----	-------------------------------------	--------------

If yes, please describe types, quantities, when and where they were stored and by whom:

(2). Are there now any or have there ever been any underground or above-ground storage tanks on the Property?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	I don't know
--------------------------	-----	--------------------------	----	-------------------------------------	--------------

If yes, please describe the type(s) of tank(s), when and where the tanks were located and the type(s) of substances stored:

(3). Are there now or have there even been any hazardous or toxic materials stored, spilled or deposited on the Property, such as radioactive materials, asbestos, pesticides, wastewater and other sludge, radon, methane, batteries or oil?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	I don't know
--------------------------	-----	--------------------------	----	-------------------------------------	--------------

If yes, please describe types, quantities and when and where they were stored, spilled or deposited:

(4). Have any Environmental assessments, studies or reports been prepared involving the physical condition of the Property?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	I don't know
--------------------------	-----	--------------------------	----	-------------------------------------	--------------

If yes, please describe:

(5). Has the Property ever been involved in an Environmental cleanup or remedial action?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	I don't know
--------------------------	-----	--------------------------	----	-------------------------------------	--------------

If yes, please describe:

(6). Have you ever noticed sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	I don't know
--------------------------	-----	--------------------------	----	-------------------------------------	--------------

If yes, please describe:

(7). Are any drums or other containers presently located on the Property?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	I don't know
--------------------------	-----	-------------------------------------	----	--------------------------	--------------

If yes, please describe the types of containers and, if known, please describe the substances stored in the containers: _____

(8). Have storage or disposal pits ever been located on the Property?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	I don't know
--------------------------	-----	--------------------------	----	-------------------------------------	--------------

If yes, please describe the locations and types of materials placed in each: _____

(9). Has any fill material ever been placed on the Property?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	I don't know
--------------------------	-----	--------------------------	----	-------------------------------------	--------------

If yes, please describe the types and amounts of fill material and the locations the fill materials were placed: _____

Section 4 – Other Disclosures.

A. Please list any other matters regarding the physical characteristics of the Property of which the Buyer should be aware: _____

ADVISORY TO SELLER:

- **Failure to disclose a known material defect may result in legal liability.**

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE. Any changes will be disclosed by Seller to Buyer promptly after discovery.

Maria Rentie
Maria Rentie

6/11/2008
Date

Buyer hereby acknowledges the receipt of this Disclosure:

Buyer

Date

WARRANTY DEED

Maria Rentie, Grantor, whose address is 717 Ute Avenue, Grand Junction, CO 81501, for and in consideration of the sum of One Hundred Twenty-Four Thousand Three Hundred Four and 00/100 Dollars (\$124,304.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, the following described real property in the County of Mesa, State of Colorado, to wit:

The East 45 feet of the North Half of Lot 7 and the East 45 feet of Lots 8, 9, and 10, Block 137, City of Grand Junction

Commonly known as 717 Ute Ave, Grand Junction, CO 81501

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenants that she 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 _____ day of _____, 2008.

Maria Rentie

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Maria Rentie.

My commission expires: _____.

Witness my hand and official seal.

Notary Public

June 11, 2008

This counterproposal amends the proposed contract between:

Maria Rentie (seller) and
The City of Grand Junction, a Colorado home rule municipality (buyer)

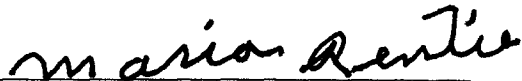
Relating to the sale and purchase of the following legally described real estate:

Parcel#2945-144-32-005; The East 45 feet of the North Half of Lot 7 and the East 45 feet
of Lots 8, 9, and 10, Block 137, City of Grand Junction

Commonly known as 717 Ute Avenue, Grand Junction, CO 81501


Purchase price shall be \$134,900.

Seller shall be allowed to continue occupying the property after closing until September
30, 2008. Either party shall give reasonable notice to the other party upon the need or
intent to vacate.



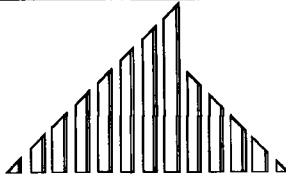
Maria Rentie
717 Ute Avenue, Grand Junction, CO 81501
(970) 243-5213

Date of Seller's signature: 6/11/2008



The City of Grand Junction, a Colorado home rule municipality
By: Laurie Kadrach, City Manager
City Attorney, 250 N. 5th St., Grand Junction, CO 81501
(970) 244-1506
(970) 244-1456 - fax

Date of Buyer's signature: 6/12/2008



**ABSTRACT & TITLE CO.
OF MESA COUNTY, INC.**

Issuing Agent For:
TRANSNATION
TITLE INSURANCE COMPANY

July 8, 2008

RECEIVED

**The City of Grand Junction
250 North 5th Street
Grand Junction CO 81501**

Attn: Laurie Kadrich

RE: JOB NO. 00921934

Please find enclosed the Owners Policy on the property you purchased in July 2008 at 717 Ute Avenue, Grand Junction, Colorado.

This should be kept with your permanent records. The premium for this policy had already been paid through closing.

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

Thank you for the opportunity to serve you.

Sincerely,

**Barbara Siebert
Policy Dept.**

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

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Transnation Title Insurance Company**

POLICY NUMBER

C 31-0056824



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

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

COVERED RISKS

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

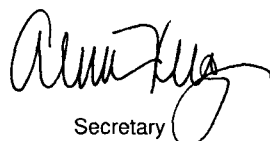
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity,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

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

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


TRANSNATION TITLE INSURANCE COMPANY

Attest:


Secretary



By:


President

RESOLUTION NO. 96-08

**A RESOLUTION RATIFYING THE CONTRACT TO PURCHASE
REAL PROPERTY LOCATED AT 717 UTE AVENUE, GRAND JUNCTION**

Recitals.

On June 12, 2008, the City Manager signed an agreement to purchase the property located at 717 Ute Avenue, Grand Junction, Colorado, from Maria Rentie, the owner of the property. The execution of the contract by the City Manager and the City's obligation to proceed under its terms and conditions was expressly conditioned upon and subject to the formal ratification, confirmation and consent of the City Council.

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

The City, by and through the City Council and the signature of its President, does hereby ratify the terms, covenants, conditions, duties and obligations to be performed by the City in accordance with the contract and allocates funds to pay the Purchase Price and all other costs and expenses necessary to perform under the contract.

PASSED and ADOPTED this 2nd day of July, 2008.

/s/ Gregg Palmer
President of the Council

Attest:

/s/ Stephanie Tuin
City Clerk