

VAN705TH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED [QC]

NAME OF AGENCY OR CONTRACTOR: EARL H. AND E.E. VANGUNDY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOT 17 OF
BLOCK 1 OF SOUTH FIFTH STREET SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1970

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Annice M. Dunston
Recorder.

Earl H. and E. E. VanGundy

whose address is

County of Mesa, and State of

Colorado, for the consideration of Ten dollars and

other valuable consideration Dollars, in hand paid,

hereby sell(s) and quit claim(s) to CITY OF GRAND JUNCTION

whose address is

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

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

A permanent easement and right-of-way for the purpose of constructing and maintaining a storm sewer, said easement to extend over, across and through the following described tract of land:

To-wit:

The North 41.6 feet of Lot 17, Block 1, South Fifth Street Subdivision, City of Grand Junction, Mesa County, Colorado.

Said easement being more particularly described as follows:

Beginning at a point 12 feet East of the Northwest Corner of said tract; thence South 79°37' East a distance of 110 feet; thence East 21 feet to a point on the East line of said tract; thence North 20 feet more or less to the Northeast Corner of said tract; thence West 128 feet more or less to point of beginning.

with all its appurtenances

Signed this 24th day of April, 19 70.

Earl H. Van Gundy
E. E. Van Gundy

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 24th day of April, 19 70, by Earl H. Van Gundy and E. E. Van Gundy.

My commission expires May 24, 1971.
Witness my hand and official seal

Virginia L. Hansen
Notary Public.

Statutory Acknowledgment.—If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

**MEMORANDUM OF AGREEMENT FOR THE PURCHASE OF
CERTAIN REAL PROPERTY IN GRAND JUNCTION, COLORADO
FOR THE RIVERSIDE PARKWAY PROJECT**

This Memorandum of Agreement is made and entered into this 10 day of NOVEMBER, 2005, by and between DEAN H. VAN GUNDY, hereinafter referred to as "the Owner", and THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, hereinafter referred to as "the City".

RECITALS

A. The City Council of the City has determined that construction and operation of the Riverside Parkway Transportation Corridor ("the Project") is necessary for the health, safety and welfare of the inhabitants of the City of Grand Junction. The City Council of the City has committed all resources necessary for the construction and operation of the Project.

B. The Owner owns the following described real property which, together with all rights, interests and privileges appurtenant thereto and all improvements thereon is hereinafter referred to as "the Owner's Property":

Property Address: 1030 South 5th Street, Grand Junction, Mesa County, Colorado.
Tax Schedule No.: 2945-232-02-020
Project Parcel No.: E-31
Legal Description: Lot 11, Block 1, South Fifth Street Subdivision, EXCEPT the North 25 feet thereof, Grand Junction, Mesa County, Colorado.

C. The City has determined that it is necessary to purchase the entirety of the Owner's Property for the installation and operation of the Project. The City has the authority, pursuant to the laws of the State of Colorado, to acquire the Owner's Property through condemnation proceedings by exercising its power of eminent domain. Notwithstanding the preceding statement, the parties desire to reach a settlement for the sale and purchase of the Owner's Property through friendly negotiations and thereby avoid condemnation proceedings. In consideration of the foregoing, the City is offering to pay to the to the Owner the following sums of money as just compensation for the purchase of the Owner's Property:

| | |
|-----------------------------|-------------------------|
| Land & Building: | \$ 36,500.00 |
| Fencing: | \$ <u>520.00</u> |

TOTAL OFFER OF JUST COMPENSATION: ~~\$ 37,020.00~~
\$ 45,000 *JS*

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. The Owner hereby accepts the City's offer of just compensation and the City hereby agrees to pay the Owner said amount, subject to the promises, terms, covenants and conditions of this Agreement.
2. The agreed upon just compensation shall be paid by the City to the Owner at closing, as hereafter defined, upon the execution and delivery by the Owner to the City of: (a) One fully executed original of this Memorandum of Agreement, and also; (b) One (1) good and sufficient General Warranty Deed substantially in the form of Exhibit "A" attached hereto and incorporated herein by reference, and also; (c) a completed and executed Federal Form W-9.
3. The Owner agrees that the just compensation as agreed upon between the Owner and the City is just and fully compensates the Owner for his interests in and conveyance of the Owner's Property, either present or future, and the interests of all lienors and lessees of the Owner, and any and all interests, legal or equitable, which are or may be outstanding. The Owner agrees to discharge all such interests in and to the Owner's Property by executing in writing any and all necessary deeds, documents and/or conveyances. The Owner further acknowledges, understands and agrees that the City is not and will not be responsible for paying, releasing or satisfying any judgment(s), lien(s) or other obligation(s) or indebtedness against the Owner's Property. The defense and/or settlement of claim(s) made by the holder(s) of any lien(s), judgment(s) or other obligation(s), whether by legal action or otherwise, for payment, satisfaction or release or payment of any contract term, provision or legal requirement are the sole responsibility of the Owner.
4. Except as otherwise provided in paragraph 3 above and this paragraph 4, the City agrees that all closing costs related and/or incidental to the conveyance of the Owner's Property by the Owner to the City shall be paid by the City. General property taxes which have accrued against the Owner's Property shall be prorated to the date of Closing calculated on the basis of the property tax levy on the Owner's Property for the preceding taxable year and shall be paid by the Owner at Closing. The Owner shall pay for all fees and charges for all utilities and services which have accrued against and upon the Owner's Property as of the date of Closing.

5. Closing of the conveyance shall occur at the City's Riverside Parkway Office, 2529 High Country Court, Grand Junction, Colorado, on or before November 15, 2005, or at an earlier or later date as mutually agreed upon between the Owner and the City. Possession of the Owner's Property shall be delivered to the City at Closing, free and clear of leases, all tenancies and all leasehold interests. The Owner understands and agrees that the City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.

6. The Owner shall allow the City and its authorized representatives to enter upon the Owner's Property from time to time prior to Closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. The City's representatives shall give reasonable advance notice to the Owner prior to entering the Owner's Property for these purposes. All costs and expenses of such inspections shall be borne solely by the City.

7. The parties acknowledge that this acquisition is a full acquisition of the Owner's Property and that this Agreement and the sums hereby paid unto the Owner is in settlement of all issues pertaining to the acquisition, including value of the acquisition costs, fees, and interest; provided, however, that the Owner may be entitled to certain relocation benefits, including, but not limited to, reestablishment expenses and reimbursement for moving costs, in accordance with the City's adopted relocation policies.

8. This Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions, duties or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.

9. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.

10. Each party warrants and represents to the other party that the individuals signing this Agreement for that party is duly authorized and empowered to sign this Agreement for that party and to bind that party to all terms and conditions of this Agreement.

11. This Agreement is a legal instrument. The City recommends the Owner seek the advice of his own legal and tax counsel before signing this Agreement.

For the City of Grand Junction,
a Colorado home rule municipality:

By: James L. Shanks
James L. Shanks, PE, PLS
Riverside Parkway Program Manager

10. individuals -
individual
E. 11/15/05 - to
12/15/05

Owner:

Dean H. Van Gundy
Dean H. Van Gundy

Date: 11/12/05

**MEMORANDUM OF AGREEMENT FOR THE PURCHASE OF CERTAIN
REAL PROPERTY IN GRAND JUNCTION, COLORADO
FOR THE RIVERSIDE PARKWAY PROJECT**

This Memorandum of Agreement is made and entered into this 10th day of November, 2005, by and between DEAN H. VAN GUNDY, hereinafter referred to as "the Owner", and THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, hereinafter referred to as "the City."

RECITALS

A. The City Council of the City has determined the 10th November ruction and operation of the Riverside Parkway Transportation Co ary for the health, safety and welfare of the inhabitants of the City Council of the City the City has committed all resources necessary for the it eration of the Project.

B. The Owner owns an undivided 80% interest in ...g described real property, hereinafter referred to as "the Owner's Property":

Property Address: 902 South 5th Street, 912 South 5th Street, 914 South 5th Street, 926 South 5th Street, 1018 South 5th Street, 1028 South 5th Street and 1110 South 5th Street, Grand Junction, Colorado 81501.

Tax Schedule Nos.: 2945-232-00-069, 2945-232-02-001, 2945-232-02-002, 2945-232-02-003, 2945-232-02-010, 2945-232-02-037, 2945-232-02-012, 2945-232-02-017, 2945-232-02-018, 2945-232-02-035, 2945-232-02-019, 2945-232-02-022, 2945-232-02-005, 2945-232-02-004, 2945-232-02-006, 2945-232-02-009, 2945-232-02-008, 2945-232-02-038, 2945-232-02-036, 2945-232-02-014, 2945-232-02-033 and 2945-232-02-030.

Project Parcel Nos.: E-19, E-20, E-21, E-22, E-23, E-24, E-25, E-26, E-27, E-28, E-29, E-30, E-32, E-34, E-35, E-36, E-37, E-38, E-39, E-39.5, E-40, E-41, E-42 and E-43.

Legal Description: See Exhibit "A" attached hereto and incorporated herein by reference.

C. The City has determined that is necessary to purchase the entirety of the Owner's undivided 80% interest in and to the Owner's Property for the installation, construction and operation of the Project. The City has the authority, pursuant to the laws of the State of Colorado, to acquire the Owner's undivided 80% interest in and to the Owner's Property through condemnation proceedings by exercising its power of eminent domain. Notwithstanding the preceding statement, the Owner and the City desire to reach agreement for the sale and purchase of the Owner's undivided 80% interest in and to the Owner's Property through good faith negotiations and thereby avoid condemnation proceedings. In consideration of the foregoing, the City is offering to pay to the Owner the following sums of money as just compensation for the purchase of the Owner's undivided 80% interest in and to the Owner's Property:

| | |
|-----------------------------------|----------------------------|
| Land Value: | \$1,072,000.00 |
| Buildings: | \$ 101,304.00 |
| Crusher Slab, Scales, etc. | \$ 130,400.00 |
| Billboard | \$ <u>53,430.40</u> |

TOTAL OFFER OF JUST COMPENSATION: \$1,360,000.00 (rounded up)

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. The Owner hereby accepts the City's Total Offer of Just Compensation for the Owne's undivided 80% interest in and to the Owner's Property and the City hereby agrees to pay to the Owner said amount, subject to the promises, terms, covenants and conditions of

Owner's
Owner's

2. The agreed upon compensation shall be paid by the City to the Owner at closing, as hereafter defined, upon the execution and delivery by the Owner to the City of: (a) One fully executed original of this Memorandum of Agreement, and also; (b) One (1) good and sufficient General Warranty Deed substantially in the form of Exhibit "B" attached hereto and incorporated herein by reference, and also; (c) One (1) good and sufficient Warranty Bill of Sale substantially in the form of Exhibit "C" attached hereto and incorporated herein by reference for the Owner's undivided 80% interest in and to a billboard located on the Owner's Property; and also (d) a Federal Form W-9 completed and executed by the Owner.

3. The Owner agrees that the just compensation as agreed upon between the Owner and the City is just and fully compensates the Owner for his interests in and conveyance of the Owner's undivided 80% interest in and to the Owner's Property, either present or future, and the interests of all lienors and lessees of the Owner, and any and all interests, legal or equitable, which are or may be outstanding. The Owner agrees to discharge all such interests in and to the Owner's undivided 80% interest in and to the Owner's Property by executing in writing any and all necessary deeds, documents and/or conveyances. The Owner further acknowledges, understands and agrees that the City is not and will not be responsible for paying, releasing or satisfying any judgment(s), lien(s) or other obligation(s) or indebtedness against the Owner's undivided 80% interest in and to the Owner's Property. The defense and/or settlement of claim(s) made by the holder(s) of any lien(s), judgment(s) or other obligation(s), whether by legal action or otherwise, for payment, satisfaction or release or payment of any contract term, provision or legal requirement are the sole responsibility of the Owner.

4. Except as otherwise provided in paragraph 3 above and this paragraph 4, the City agrees that all closing costs related and/or incidental to the conveyance of the Owner's undivided 80% interest in and to the Owner's Property by the Owner to the City shall be paid by the City. General property taxes which have accrued against the Owner's undivided 80% interest in and to the Owner's Property shall be prorated to the date of Closing calculated on the basis of the property tax levy on the Owner's Property for the current taxable year and shall be paid by the Owner at Closing. The Owner shall pay for all fees and charges for all utilities and services which have accrued against and upon the Owner's undivided 80% interest in and to the Owner's Property as of the date of Closing.

5. Closing of the conveyance shall occur at the City's Riverside Parkway Office, 2529 High Country Court, Grand Junction, Colorado, on or before December 15, 2005, or at an earlier or later date as mutually agreed upon between the Owner and the City. Possession of the Owner's undivided 80% interest in and to the Owner's Property on or before August 1, 2006, free and clear of leases, all tenancy, all personal property of the Owner, subject to the terms and conditions of the City to be incorporated herein by reference. The Owner understands and agrees to specific performance of this Agreement upon tender of the agreed ^{upon} *ADV IS TO CITY FOR CLOSING OF Solely-owned lot 1*

6. The Owner shall allow the City and its authorized representatives to enter upon the Owner's Property from time to time prior to Closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. The City's representatives shall give reasonable advance notice to the Owner prior to entering the Owner's Property for these purposes. All costs and expenses of such inspections shall be borne solely by the City.

7. The parties acknowledge that this acquisition is a full acquisition of the Owner's undivided 80% interest in and to the Owner's Property and that this Agreement and the sums hereby paid unto the Owner is in settlement of all issues pertaining to the acquisition, including value of the acquisition costs, fees, and interest; provided, however, that the Owner and the Owner's business of Van Gundy's Ampco, Inc., may be entitled to certain relocation benefits, including, but not limited to, reestablishment expenses and reimbursement for moving costs, in accordance with the City's adopted relocation policies.

8. This Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions, duties or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.

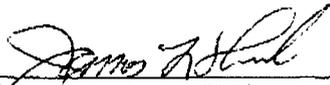
9. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.

10. Each party warrants and represents to the other party that the individuals signing this Agreement for that party is duly authorized and empowered to sign this Agreement and to bind that party to all terms and conditions of this Agreement.

individuals -
individuals

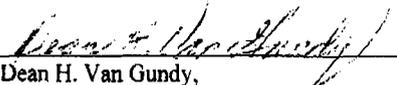
11. This Agreement is a legal instrument. The City recommends that each party obtain the advice of his own legal and tax counsel before signing this Agreement.

For the City of Grand Junction,
a Colorado home rule municipality:

By: 
James L. Shanks, PE, PLS
Riverside Parkway Program Manager

Date: 11/10/05

Owner:


Dean H. Van Gundy,
as to an undivided 80% interest

Date: 11/10/05

EXHIBIT "A"

Description of the "Owner's Property"

Lots 10, 15 and 18 in Block 1;
Lots 1, 2, 5, 6, 8 and S ½ Lot 7 in Block 1, Except the West 4 feet of said lots;
Lot 9 in Block 1, Except Beginning at the Northwest corner of Lot 9, thence East 4 feet, thence Southwesterly to the Southwest corner of said lot, thence North to the Point of Beginning;
The North 25 feet of Lot 11 in Block 1;
Lot 12 in Block 1, Except the South 18 inches thereof;
The South 5 feet of the East 82.5 feet of Lot 16 in Block 1;
The West 74.5 feet of the North 134.5 feet of Lot 16 in Block 1;
Lot 17 in Block 1, Except Beginning at the Northeast corner of Lot 17 in Block 1 South Fifth Street Subdivision in the City of Grand Junction; thence South forty feet; thence West for a distance of twenty seven feet; thence Northwesterly on a curve to the right with a radius of 220 feet for a distance of 101.5 feet; thence North 63°27' West for a distance of sixteen feet to the West line of said Lot 17; thence North to the Northwest corner of said Lot 17; thence East a distance of 139.04 feet to the point of beginning.
All in South Fifth Street Subdivision in the City of Grand Junction,

AND Beginning 577.5 feet West of the NE corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West, Ute Meridian, thence South 199 feet, thence East 82 ½ feet, thence North 199 feet, thence West to point of beginning;
EXCEPT Beginning at the Northeast corner of Lot 16 in Block 1 South Fifth Street Subdivision in the City of Grand Junction; thence South nine feet; thence North 63°27' West for a distance of twenty one feet to a point on the North line of said Lot 16, thence East to point of beginning.

AND Beginning at a point 577 ½ feet West of the NE Corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, and 134 ½ feet South of the North boundary line of the SE ¼ NW ¼ of said Section 23, thence West 82 ½ feet, thence South 64 ½ feet, thence East 82 ½ feet, thence North 64 ½ feet to the point of beginning.

AND Beginning at a point 145.5 feet South of where the North boundary line of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West, of the Ute Meridian intersects the East line of Fifth Street, in the City of Grand Junction, thence South 43.5 feet, thence East 111.5 feet, thence North 43.5 feet, thence West 111.5 feet to the point of beginning, in the City of Grand Junction; EXCEPT tract deeded to the City of Grand Junction as recorded in Book 559 at Page 271 of the records of the Mesa County Clerk and Recorder; AND EXCEPT the West 4 feet thereof;

AND a parcel of land situated in Section 23, Township 1 South, Range 1 West, Ute Meridian, more particularly described: Beginning at the SW Corner of said property from whence the city block monument at the intersection of 5th Street and 4th Avenue bears West 67.90 feet; thence North 06°31'49" East 40.12 feet; thence North 17°03'38" East 19.96 feet; thence North 34°19'19" East 19.82 feet; thence North 59°34'48" East 19.96 feet; thence North 87°03'33" East 19.99 feet; thence South 73°53'31" East 20.47 feet; thence South 78°35'23" East 16.11 feet; thence South 77.48 feet; thence West 94.28 feet to the Point of Beginning;

AND a parcel of land situated in Section 23, Township 1 South, Range 1 West, Ute Meridian, more particularly described as: Beginning at the SW Corner of the property from whence the city block monument at the intersection of 5th Street and 4th Avenue bears West 178.18 feet; thence North 70.41 feet; thence South 63°32'07" East 157.99 feet; thence West 141.43 feet to the point of beginning;

AND Beginning at a point 194 feet South of the intersection of the East line of 5th Street with the North line of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 50 feet, thence East 104.12 feet, thence North 50 feet, thence West 104.12 feet to the place of beginning;

AND Beginning 577.5 feet West and 199 feet South of the Northeast corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 65 feet, thence East 82.5 feet, thence North 65 feet, thence West to the place of beginning;

AND Beginning 577.7 feet West and 199 feet South of the Northeast corner of the SE ¼ NEW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 74.5 feet, thence South 70 feet, thence East 74.5 feet, thence North to the place of Beginning.

MESA COUNTY, COLORADO.

WARRANTY DEED

THIS DEED, dated _____, 2005
between **DEAN H. VAN GUNDY**, whose legal address is 1018 South Fifth
Street, Grand Junction, Colorado 81501-7764, grantor, and **THE CITY OF
GRAND JUNCTION**, a Colorado home rule municipality, whose legal address
is 250 North 5th Street, Grand Junction, Colorado 81501, of the County of Mesa
and State of Colorado, grantee:

NO DOCUMENTARY FEE
REQUIRED

WITNESS, that the grantor, for and in consideration of the sum of **ONE MILLION THREE HUNDRED
SIXTY THOUSAND AND 00/100 DOLLARS (\$1,360,000.00)**, the receipt &
acknowledged, has granted, bargained, sold and conveyed, and by these presents
and confirm, unto the grantee, its successors and assigns forever, all the real prop-
erty if any, situate, lying and being in the County of Mesa, State of Colorado, describe

\$1,935,504.00

**GRANTOR'S UNDIVIDED 80% INTEREST IN AND TO THE REAL
EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HERETO**

Also known by street and number as: 902 South 5th Street, 912 South 5th Street, 920 South
5th Street, 1018 South 5th Street, 1028 South 5th Street and 1110 South 5th Street, Grand Junction, Colorado 81501.
Assessor's schedule or parcel numbers: 2945-232-00-069, 2945-232-02-001, 2945-232-02-002, 2945-232-02-
003, 2945-232-02-010, 2945-232-02-037, 2945-232-02-012, 2945-232-02-017, 2945-232-02-018, 2945-232-02-035,
2945-232-02-019, 2945-232-02-022, 2945-232-02-005, 2945-232-02-004, 2945-232-02-006, 2945-232-02-009,
2945-232-02-008, 2945-232-02-038, 2945-232-02-036, 2945-232-02-014, 2945-232-02-033 and 2945-232-02-030.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise
appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the
estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the
above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto
the grantee, its successors and assigns forever. The grantor, for himself and for his heirs, successors and assigns,
does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the
en sealing and delivery of these presents, grantor is well seized of the premises above conveyed, has good, sure,
perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and
authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and
clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of
whatever kind or nature soever, except all oil, gas and other minerals not owned by grantor.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet
and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully
claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Not for Recording

DEAN H. VAN GUNDY

STATE OF COLORADO)
)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005,
by **DEAN H. VAN GUNDY**.

My commission expires: _____
Witness my hand and official seal.

Notary Public

EXHIBIT "A"

Lots 10, 15 and 18 in Block 1;

Lots 1, 2, 5, 6, 8 and S ½ Lot 7 in Block 1, Except the West 4 feet of said lots;

Lot 9 in Block 1, Except Beginning at the Northwest corner of Lot 9, thence East 4 feet, thence Southwesterly to the Southwest corner of said lot, thence North to the Point of Beginning;

The North 25 feet of Lot 11 in Block 1;

Lot 12 in Block 1, Except the South 18 inches thereof;

The South 5 feet of the East 82.5 feet of Lot 16 in Block 1;

The West 74.5 feet of the North 134.5 feet of Lot 16 in Block 1;

Lot 17 in Block 1, Except Beginning at the Northeast corner of Lot 17 in Block 1 South Fifth Street Subdivision in the City of Grand Junction: thence South forty feet: thence West for a distance of twenty seven feet: thence Northwesterly on a curve to the right with a radius of 220 feet for a distance of 101.5 feet: thence North 63°27' West for a distance of sixteen feet to the West line of said Lot 17: thence North to the Northwest corner of said Lot 17: thence East a distance of 139.04 feet to the point of beginning.

All in South Fifth Street Subdivision in the City of Grand Junction.

AND Beginning 577.5 feet West of the NE corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West, Ute Meridian, thence South 199 feet, thence East 82 ½ feet, thence North 199 feet, thence West to point of beginning;

EXCEPT Beginning at the Northeast corner of Lot 16 in Block 1 South Fifth Street Subdivision in the City of Grand Junction; thence South nine feet; thence North 63°27' West for a distance of twenty one feet to a point on the North line of said Lot 16, thence East to point of beginning.

AND Beginning at a point 577 ½ feet West of the NE Corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, and 134 ½ feet South of the North boundary line of the SE ¼ NW ¼ of said Section 23, thence West 82 ½ feet, thence South 64 ½ feet, thence East 82 ½ feet, thence North 64 ½ feet to the point of beginning.

AND Beginning at a point 145.5 feet South of where the North boundary line of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West, of the Ute Meridian intersects the East line of Fifth Street, in the City of Grand Junction, thence South 43.5 feet, thence East 111.5 feet, thence North 43.5 feet, thence West 111.5 feet to the point of beginning, in the City of Grand Junction: EXCEPT tract deeded to the City of Grand Junction as recorded in Book 559 at Page 271 of the records of the Mesa County Clerk and Recorder: AND EXCEPT the West 4 feet thereof;

AND a parcel of land situated in Section 23, Township 1 South, Range 1 West, Ute Meridian, more particularly described: Beginning at the SW Corner of said property from whence the city block monument at the intersection of 5th Street and 4th Avenue bears West 67.90 feet; thence North 06°31'49" East 40.12 feet; thence North 17°03'38" East 19.96 feet; thence North 34°19'19" East 19.82 feet; thence North 59°54'48" East 19.96 feet; thence North 87°03'33" East 19.99 feet; thence South 73°53'31" East 20.47 feet; thence South 78°35'23" East 16.11 feet; thence South 77.48 feet; thence West 94.28 feet to the Point of Beginning;

AND a parcel of land situated in Section 23, Township 1 South, Range 1 West, Ute Meridian, more particularly described as: Beginning at the SW Corner of the property from whence the city block monument at the intersection of 5th Street and 4th Avenue bears West 178.18 feet; thence North 70.41 feet; thence South 63°32'07" East 157.99 feet; thence West 141.43 feet to the point of beginning;

AND Beginning at a point 194 feet South of the intersection of the East line of 5th Street with the North line of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 50 feet, thence East 104.12 feet, thence North 50 feet, thence West 104.12 feet to the place of beginning;

AND Beginning 577.5 feet West and 199 feet South of the Northeast corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 65 feet, thence East 82.5 feet, thence North 65 feet, thence West to the place of beginning;

AND Beginning 577.7 feet West and 199 feet South of the Northeast corner of the SE ¼ NEW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 74.5 feet, thence South 70 feet, thence East 74.5 feet, thence North to the place of Beginning.

MESA COUNTY, COLORADO.

WARRANTY BILL OF SALE

DEAN H. VAN GUNDY ("Seller"), for and in consideration of the sum of FIFTY THREE THOUSAND FOUR HUNDRED THIRTY AND 40/100 DOLLARS (\$53,430.40), in hand paid by The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501 ("Purchaser"), the receipt and sufficiency of which is hereby acknowledged, has conveyed and delivered, and by these presents does grant, bargain, sell, convey successors and assigns, the following described personal property now located at 9 Grand Junction, County of Mesa, State of Colorado, to wit:

NO CONSEQUENCE
\$53,430.40
or
\$80,000
AS per JS
breakout per

Seller's undivided 80% interest in and to one (1) double-faced billboard advertising and devices appurtenant thereto, including, but not limited to, foundations, anchors and lighting systems.

TO HAVE AND TO HOLD the same unto Purchaser and Purchaser's successors and assigns forever. Seller covenants and agrees to and with Purchaser, its successors and assigns, that Seller possesses an undivided 80% interest in and to the above described property, goods and chattels and has good right and full authority to sell the same, and that Seller will warrant and defend the sale hereby made unto Purchaser, its successors and assigns, against all and every person or persons, whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, Seller has hereunto set his hand and seal this _____ day of _____, 2005.

DEAN H. VAN GUNDY

State of Colorado)
)ss.
County of Mesa

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by DEAN H. VAN GUNDY.

My commission expires: _____

Witness my hand and official seal.

Notary Public

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the ____ day of _____, 2005, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Ampco, Inc., a Colorado corporation, hereinafter referred to as "Lessee".

RECITALS

A. The City is the owner of the following described real property in the County of Mesa, State of Colorado, to wit:

Property Address: 902 South 5th Street, 912 South 5th Street, 914 South 5th Street, 926 South 5th Street, 1018 South 5th Street, 1028 South 5th Street and 1110 South 5th Street, Grand Junction, Colorado 81501.

Tax Schedule Nos.: 2945-232-00-069, 2945-232-02-001, 2945-232-02-002, 2945-232-02-003, 2945-232-02-010, 2945-232-02-037, 2945-232-02-012, 2945-232-02-017, 2945-232-02-018, 2945-232-02-035, 2945-232-02-019, 2945-232-02-022, 2945-232-02-005, 2945-232-02-004, 2945-232-02-006, 2945-232-02-009, 2945-232-02-008, 2945-232-02-038, 2945-232-02-036, 2945-232-02-014, 2945-232-02-033 and 2945-232-02-030.

Legal Description: See Exhibit "A" attached hereto and incorporated herein by reference.

hereinafter referred to as "the Property".

B. Lessee desires to lease the Property from the City and the City desires to lease the Property to Lessee pursuant to the terms and conditions of this Lease.

NOW, THEREFORE, In consideration of the performance of the promises, covenants, conditions, restrictions, duties and obligations set forth herein, the parties agree as follows:

1. Grant and Acceptance of Lease. The City hereby leases the Property to Lessee and Lessee hereby accepts and leases the Property from the City, for the term stated in paragraph 2 below and for the specific uses and purposes hereinafter set forth.

2. Term. The term of this Lease shall commence on the date first above written and shall continue through August 1, 2006, at which time this lease shall expire; provided, however, that Lessee may, in Lessee's sole discretion, terminate this Lease by giving the City thirty (30) days advanced written notice to terminate.

3. Rental. Monthly rental for the Property during the entire term of this Lease shall be \$1.00.

4. Reservations from Lease. The City reserves the right to have its officers, employees, agents and representatives enter upon the Property from time to time for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests for all purposes deemed necessary by the City. The City's representatives shall give no less than 48 hours advance notice to Lessee prior to entering the Property for these purposes. All costs and expenses of such inspections shall be borne solely by the City.

5. Use and Condition of the Property.

5.1 Lessee agrees that Lessee's use of the Property is strictly limited to conducting normal and customary activities related to Lessee's salvage and recycling business in a manner which will not be detrimental to the physical and/or environmental condition of the Property.

5.2 Lessee agrees that the City shall not be obligated nor required to repair any portion or aspect of the Property.

5.3 If the Property is damaged due to fire, flood or other casualty, or if the Property or any aspect thereto is damaged or deteriorates to the extent where it is no longer functional for the purposes of Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable.

5.4 Lessee shall not violate any Environmental Law on, under or about the Property including, but not limited to, air, soil and groundwater conditions.

6. Fees and Charges.

6.1 The City agrees to promptly pay, when due, all taxes and/or possessory interest charges which may be attributable to Lessee's use and occupancy of the Property.

6.2 Lessee agrees to promptly pay, when due, all utilities charges attributable to Lessee's use and occupancy of the Property, including, but not limited to, charges for water, sewer, natural gas, electricity, telephone and trash removal.

7. Nonliability of the City.

7.1 The City shall not be liable for liability or damage claims for injury to persons or property, including property of Lessee, from any cause relating to the occupancy and use of the Property by Lessee. Lessee shall indemnify the City, its officers, employees and agents and hold the City, its officers, employees and agents harmless from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

7.2 The City shall not be liable to Lessee for any damages or any loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's operations resulting from fire, the elements, casualty of any kind or the closure of any public highway providing access to and from the Property, so long as reasonable access is available, including access for truck transport vehicles.

8. Default, Sublet, Termination, Assignment.

8.1 If Lessee is in default in the performance of any term or condition of this Lease Agreement, the City may, at its option, terminate this Lease upon giving thirty (30) days written notice. If Lessee fails within any such thirty (30) day period to remedy each and every default specified in the City's notice, this Lease shall terminate. If Lessee remedies such default, Lessee shall not thereafter have the right of thirty (30) days (to remedy) with respect to a similar subsequent default, but rather, Lessee's rights shall, with respect to a subsequent similar default, terminate upon the giving of notice by the City.

8.2 Lessee shall not sublease the Property or any portion thereof without the prior written consent of the City.

9. Insurance. At all times during the term of this Lease Lessee shall, at Lessee's sole cost and expense, purchase and maintain in effect suitable comprehensive general liability insurance which will protect Lessee, the City and the City's officers, employees and agents from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Property. Such insurance shall be written for a minimum of \$750,000.00, combined single limit, and shall not be cancelable without thirty (30) days prior written notice to the City Attorney of the City of Grand Junction. The certificate of insurance must be deposited with the said City Attorney and must designate the City of Grand Junction, its officers, employees and agents as additional insureds.

10. Mechanics Liens. Lessee shall not engage or allow any contractor, materialman or supplier to perform any work or supply any materials or other goods or services on any portion of the Property which could be the subject of a mechanic's lien.

11. Partial Invalidity, Governing Law.

11.1 The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be

invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

11.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.

12. Notices.

12.1 All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, or by facsimile transmission, personally by hand or courier service, as follows:

To the City:
City Attorney
250 North 5th Street
Grand Junction, CO 81501

To Lessee:
Dean H. Van Gundy, President
Van Gundy's Ampco, Inc.
P.O. Box 4233
Grand Junction, CO 81502

With Copy To:
Riverside Parkway Program Manager
2529 High Country Court
Grand Junction, CO 81501

12.2 All notices shall be deemed given: (a) if sent by mail, when deposited in the mail; (b) if delivered by hand or courier service, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

13. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Property upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Property, Lessee agrees that Lessee shall pay to the City the sum of Five Thousand Dollars (\$5,000.00) per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Property. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease, and that said \$5,000.00 daily fee is an appropriate liquidated damages amount.

14. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

The parties hereto have each executed and entered into this Lease Agreement as of the day and year first above written.

Attest:

The City of Grand Junction,
a Colorado home rule municipality

By: _____
City Clerk

By: _____
City Manager

Ampco, Inc., a Colorado corporation

By: *Dean H. Van Gundy* 11/20/05
Dean H. Van Gundy, President

EXHIBIT "A"
Description of "the Property"

Lots 10, 15 and 18 in Block 1;
Lots 1, 2, 5, 6, 8 and S ½ Lot 7 in Block 1, Except the West 4 feet of said lots;
Lot 9 in Block 1, Except Beginning at the Northwest corner of Lot 9, thence East 4 feet, thence Southwesterly to the Southwest corner of said lot, thence North to the Point of Beginning;
The North 25 feet of Lot 11 in Block 1;
Lot 12 in Block 1, Except the South 18 inches thereof;
The South 5 feet of the East 82.5 feet of Lot 16 in Block 1;
The West 74.5 feet of the North 134.5 feet of Lot 16 in Block 1;
Lot 17 in Block 1, Except Beginning at the Northeast corner of Lot 17 in Block 1 South Fifth Street Subdivision in the City of Grand Junction; thence South forty feet; thence West for a distance of twenty seven feet; thence Northwesterly on a curve to the right with a radius of 220 feet for a distance of 101.5 feet; thence North 63°27' West for a distance of sixteen feet to the West line of said Lot 17; thence North to the Northwest corner of said Lot 17; thence East a distance of 139.04 feet to the point of beginning, All in South Fifth Street Subdivision in the City of Grand Junction,

AND Beginning 577.5 feet West of the NE corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West, Ute Meridian, thence South 199 feet, thence East 82 ½ feet, thence North 199 feet, thence West to point of beginning;

EXCEPT Beginning at the Northeast corner of Lot 16 in Block 1 South Fifth Street Subdivision in the City of Grand Junction; thence South nine feet; thence North 63°27' West for a distance of twenty one feet to a point on the North line of said Lot 16, thence East to point of beginning,

AND Beginning at a point 577 ½ feet West of the NE Corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, and 134 ½ feet South of the North boundary line of the SE ¼ NW ¼ of said Section 23, thence West 82 ½ feet, thence South 64 ½ feet, thence East 82 ½ feet, thence North 64 ½ feet to the point of beginning,

AND Beginning at a point 145.5 feet South of where the North boundary line of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West, of the Ute Meridian intersects the East line of Fifth Street, in the City of Grand Junction, thence South 43.5 feet, thence East 111.5 feet, thence North 43.5 feet, thence West 111.5 feet to the point of beginning, in the City of Grand Junction; EXCEPT tract deeded to the City of Grand Junction as recorded in Book 559 at Page 271 of the records of the Mesa County Clerk and Recorder; AND EXCEPT the West 4 feet thereof;

AND a parcel of land situated in Section 23, Township 1 South, Range 1 West, Ute Meridian, more particularly described: Beginning at the SW Corner of said property from whence the city block monument at the intersection of 5th Street and 4th Avenue bears West 67.90 feet; thence North 06°31'49" East 40.12 feet; thence North 17°03'38" East 19.96 feet; thence North 34°19'19" East 19.82 feet; thence North 59°54'48" East 19.96 feet; thence North 87°03'33" East 19.99 feet; thence South 73°53'31" East 20.47 feet; thence South 78°35'23" East 16.11 feet; thence South 77.48 feet; thence West 94.28 feet to the Point of Beginning;

AND a parcel of land situated in Section 23, Township 1 South, Range 1 West, Ute Meridian, more particularly described as: Beginning at the SW Corner of the property from whence the city block monument at the intersection of 5th Street and 4th Avenue bears West 178.18 feet; thence North 70.41 feet; thence South 63°32'07" East 157.99 feet; thence West 141.43 feet to the point of beginning;

AND Beginning at a point 194 feet South of the intersection of the East line of 5th Street with the North line of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 50 feet, thence East 104.12 feet, thence North 50 feet, thence West 104.12 feet to the place of beginning;

AND Beginning 577.5 feet West and 199 feet South of the Northeast corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 65 feet, thence East 82.5 feet, thence North 65 feet, thence West to the place of beginning;

AND Beginning 577.7 feet West and 199 feet South of the Northeast corner of the SE ¼ NEW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 74.5 feet, thence South 70 feet, thence East 74.5 feet, thence North to the place of Beginning,

MESA COUNTY, COLORADO.