

WBJ903RD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: WILLIAM R. JARVIS, SR.,
BETTY LOU JARVIS AND WILLIAM R. JARVIS, JR.

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK):
1001 SOUTH 3RD STREET - JARVIS PROPERTY

PARCEL #: 2945-232-00-945

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1990

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WARRANTY DEED

William R. Jarvis, William R. Jarvis, Sr., Betty Lou Jarvis, William R. Jarvis, Jr., and American Auto Salvage, Ltd., a Colorado Limited Partnership, grantors [grantor], for the consideration of Two Million Twenty Five Thousand and no/100 dollars (\$2,025,000.00) in hand paid, hereby sells and conveys to THE CITY OF GRAND JUNCTION, a municipal corporation, Grantee, whose address is 250 North Fifth Street, Grand Junction, 81501, County of Mesa, State of Colorado, the following real property in the County of Mesa, State of Colorado, to wit:

Parcel No. 1: Those parts of the SW 1/4 NW 1/4 of Section 23, and the SE 1/4 NE 1/4 of said Section 22, Township 1 South, Range 1 West of the Ute Meridian described as follows: Beginning at the Northwest corner of the SW 1/4 NW 1/4 of Said Section 23, thence South 89°58'32" East along the North line of said SW 1/4 NW 1/4, a distance of 1196.79 feet to the westerly right-of-way line of the Denver and Rio Grande Western Railroad; thence along the arc of a 1045.92 foot radius curve to the right on said Railroad right-of-way a distance of 735.43 feet (the chord of said curve bears S 02°48'03" W 720.38 feet); thence continuing along said right-of-way South 22°56'40" West 480.0 feet to the Colorado River; thence North 60°00'30" West 185.59 feet; thence North 55°06'00" West 995.00 feet to the West line of said SW 1/4 NW 1/4; thence North 49°49'00" West 187.90 feet; thence North 47°20'00" West 189.00 feet; thence North 65°13'00" West 115.00 feet; thence North 85°21'00" West 69.00 feet; thence North 51°58'00" West 319.90 feet to the North line of said SE 1/4 NE 1/4 of Section 22; thence South 89°58'50" East along the North line of said SE 1/4 NE 1/4, a distance of 710.00 feet to the point of beginning.

Parcel No. 2: That part of Lot 1 in Section 22, Township 1 South, Range 1 West of the Ute Meridian described as follows: Beginning at a point on the North line of said Section 22, whence the Northeast corner of said Section 22 bears South 89°57'48" East 874.85 feet; thence South 00°12'34" West 310.00 feet; thence South 89°57'48" East 175.00 feet; thence South 00°12'34" West 60.00 feet; thence South 89°57'48" East 5.00 feet; thence South 00°12'34" West 158.00 feet; thence South 89°57'48" East 249.85 feet; thence South 00°12'34" West 792.12 feet to the South line of the NE 1/4 NE 1/4 of said Section 22; thence North 89°58'50" West 265.00 feet along the South line of said NE 1/4 NE 1/4 to the Colorado River; thence North 57°05'51" West 719.03 feet to the West line of said NE 1/4 NE 1/4; thence North 00°19'27" East 930.00 feet along the West line of said NE 1/4 NE 1/4 to the Northwest corner of said NE 1/4 NE 1/4; thence South 89°57'48" East 438.41 feet along the North line of said NE 1/4 NE 1/4 to the point of beginning.

EXCEPT the following described tract of land lying in Parcel No. 1, more particularly described as follows:

Beginning at a point in the North line of the SW 1/4 NW 1/4 of Section 23, Township 1 South, Range 1 West of the UTE Meridian 502 feet East from the Northwest corner of said sub-division; thence East along said North line 275 feet; thence 90° right 25 feet; thence 90° right 275 feet; thence 90° right 25 feet to the point of beginning, said tract being vested in The Denver and Rio Grande Western Railroad Company by virtue of Warranty Deed recorded May 25, 1937 in Book 274 at Page 433 with all its appurtenances and improvements thereon and all fixtures of a permanent nature and all easements and rights of way appurtenant thereto together with all interest of grantors in vacated streets and alleys adjacent thereto and along with all mineral rights whether above or below ground and warrants the title to the same, subject to:

A. Reservation of the right of way of the Denver and Rio Grande and the Denver South Park and Pacific Rail Road as reserved in United States Patent recorded August 4, 1893 in Book 7 at Page 517 (affects Parcel No. 1).

B. Right of way 200 feet wide across S 1/2 NW 1/4 of Section 23, Township 1 South, Range 1 West of the Ute Meridian as set forth in Amended Order regarding the Grand Junction Rural Fire Protection District, a copy of which is attached hereto (affects Parcel No. 1).

C. Utility easement granted to Public Service Company of Colorado by instrument recorded March 16, 1978 in Book 1141 at Page 92, a copy of which is attached hereto (affects Parcel No. 1).

D. Utility easement granted to Public Service Company of Colorado by instrument recorded April 13, 1978 in Book 1144 at page 585, a copy of which is attached hereto.

E. Terms and conditions of Resolution No. MCM 88-30 of the Mesa County Planning Department regarding Uranium Tailings Remedial Action Project as set forth in instrument recorded June 8, 1989 in Book 1745 at Page 618.

F. Reservation of right of proprietor of a vein or lode to extract and remove his ore in United States Patent recorded June 3, 1904 in Book 70 at Page 178 (affects Parcels No. 2 & 3).

G. Reservation of right of way for ditches or canals constructed by the authority of the United States in United States Patent recorded June 3, 1904 in Book 70 at Page 178 (affects Parcels 2 and 3).

H. Right of way granted to Public Service Company of Colorado by instrument recorded March 5, 1956 in Book 678 at page 192 to construct, reconstruct, operate and maintain its electric transmission lines with all poles, towers, cross arms, cables, wires, etc. used or useful in operation of said lines through and along a course as said lines may be hereafter constructed in, through, over or across a portion of NE 1/4

Section 22, Township 1 South, Range 1 West of the Ute Meridian the approximate centerline of said easement is described as follows: A right of way 30 feet in width, 15 feet on each side of a centerline beginning at a point on the North boundary of the property of grantor coincident with the South boundary of O'Boyle Subdivision 1150 feet West and 528 feet South of the Northeast corner of said Section 22, thence South $40^{\circ}57'13''$ East 345 feet to a point; thence South $36^{\circ}32'13''$ East 617 feet; thence South $89^{\circ}37'43''$ E 614 feet more or less to East boundary of said NE 1/4 Section 22. Together with right of ingress and egress over said premises.

I. Right of way granted to Public Service Company of Colorado by instrument recorded March 5, 1956 in Book 678 at page 255 to construct, reconstruct, operate and maintain its electric transmission lines with all poles, towers, cross arms, cables, wires, used or useful in operation of said lines through and along a course as said lines may be hereafter constructed in, through, over or across a portion of NE 1/4 NE 1/4 Section 22, Township 1 South, Range 1 West of the Ute Meridian the approximate centerline of said easement is described as follows: A right of way 30 feet in width, 15 feet on each side of a centerline Beginning at a point on the West boundary and 332 feet South of the Northwest corner of said NE 1/4 NE 1/4 Section 22, thence South $40^{\circ}57'13''$ East 260 feet more or less to the South boundary of the property of the Grantor. Together with right of ingress and egress.

J. Easement and right of way for sewer of the Denver & Rio Grande Western Railroad Company extending across said land conveyed from the NE portion to the SW corner thereof, as described in instrument recorded January 5, 1959 in Book 747 at page 491, as set forth on the sheet attached hereto.

K. Any rights, interest or easements in favor of the United States, the State of Colorado or the public, which exist or are claimed to exist in and over the present and past bed, banks or waters of Colorado River.

L. Easement granted to Public Service Company of Colorado by instrument recorded June 30, 1988 in Book 1699 at Page 739, a copy of which is attached hereto.

M. Right of way for all existing roads.

N. Highway over the South 50 feet of Lot 1 in the NE 1/4 NE 1/4 of Section 22, Township 1 South, Range 1 West of the Ute Meridian as conveyed to County of Mesa, State of Colorado by instrument recorded September 22, 1958 in Book 741 at Page 138.

O. Lease with Tom E. Rhoades dated 5/1/89.

P. Lease with William R. Jarvis, Jr. dated October 4, 1990.

Signed this 4th day of October, 1990.

William R. Jarvis
William R. Jarvis

William R. Jarvis, Sr.
William R. Jarvis, Sr.

William R. Jarvis, Jr.
William R. Jarvis, Jr.

Betty Lou Jarvis
Betty Lou Jarvis

American Auto Salvage, Ltd.
by: William R. Jarvis

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

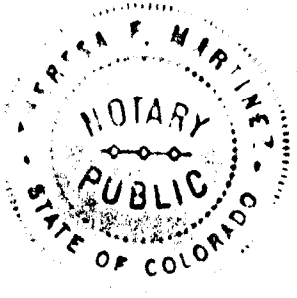
The foregoing instrument was acknowledged before me this 4 day of October, 1990, by William R. Jarvis, Betty Lou Jarvis, William R. Jarvis Sr., William R. Jarvis, Jr., and American Auto Salvage Ltd by its general partner William R. Jarvis.

My commission expires: June 13, 1991

Witness my hand and official seal

Theresa E. Martinez
Notary Public

Address: 250 N 5th St.
Grand Junction, CO 81501



QUIT CLAIM DEED

William R. Jarvis, Betty Lou Jarvis, William R. Jarvis, Jr., William R. Jarvis, Sr., and American Auto Salvage, Ltd., a Colorado Limited Partnership, Grantors [Grantor], for the consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, hereby sells and quitclaims to the City of Grand Junction, a municipal corporation, whose address is 250 North 5th Street, Grand Junction, County of Mesa, State of Colorado, and its successors and assigns, all the right, title, interest, claim and demand which the Grantor has in and to:

- 1. any and all water, water rights, ditch rights or reservoir rights heretofore used on or in connection with or for the benefit of the real estate described in the warranty deed dated October 4th, 1990 and recorded in Book 1808 at pages 60-63 of the records of the Clerk and Recorder of Mesa County, Colorado; and
- 2. a right of way agreement recorded March 28, 1972 and recorded in Book 973 at page 993; and
- 3. that easement recorded on June 30, 1988 in Book 1699 at page 739; and
- 4. that Placer Mining Claim situate in No. 4 Mining District, Mesa County Colorado entitled "Jarvis No. 1" and described in the Location Certificate recorded in Book 1371 at page 823 of the records of the Mesa County Clerk and Recorder;

TO HAVE AND TO HOLD the same, together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise thereunto appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, whether in law or equity, to and for the benefit of the grantee, its successors and assigns.

Signed this 4th day of October, 1990.

William R. Jarvis
William R. Jarvis

Betty Lou Jarvis
Betty Lou Jarvis

William R. Jarvis, Sr.
William R. Jarvis, Sr.

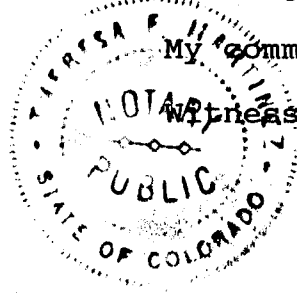
William R. Jarvis, Jr.
William R. Jarvis, Jr.

American Auto Salvage, Ltd.
By: William R. Jarvis, Sr. president

STATE OF COLORADO)
) S
County of MESA)

The foregoing instrument was acknowledged before me this 4th day of October, 1990, by William R. Jarvis, William R. Jarvis, Sr., Betty Lou Jarvis, William R. Jarvis, Jr., and American Auto Salvage by its authorized general partner William R. Jarvis.

My commission expires June 13, 1991.



Witness my hand and official seal. Theresa E. Martinez
Notary Public

Address: 250 N. 5th Street
Grand Junction CO 81501

THIS DEED OF TRUST is made this 4th day of October, 1990, between the City of Grand Junction, the grantor herein, whose address is 250 North Fifth Street, Grand Junction 81501, County of Mesa, State of Colorado, and the PUBLIC TRUSTEE of the County of Mesa.

WITNESS:1553634 10:18 AM 10/05/90
MESA CO.CLK & REC MESA COUNTY CO

The Grantor, to secure a promissory note, for the total principal sum of EIGHT HUNDRED SEVENTY FIVE THOUSAND AND NO/100s Dollars (875,000.00) payable to the order of William R. Jarvis, Betty Lou Jarvis, and William R. Jarvis, Jr., as tenants in common, the beneficiaries herein, whose address is

P.O. Box 1944, Grand Junction, Colorado 81502

after the date thereof, with interest thereon on the principal balance of EIGHT HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$875,000.00) from the date thereof, said principal amount to accrue interest at the rate of ten (10) percent per annum; principal payable in three equal annual installments of TWO HUNDRED NINETY ONE THOUSAND SIX HUNDRED SIXTY SIX AND 66/100S DOLLARS (\$291,666.66) plus accrued interest on the anniversary date hereof in 1991 and the anniversary each year thereafter until paid in full, does hereby grant and convey unto said Public Trustee the property described on the attached Exhibit labelled "City-Jarvis", situate in the County of Mesa, State of Colorado, subject to the same items as set forth in the warranty deed dated October 4, 1990, **TO HAVE AND TO HOLD** the same together with all appurtenances, in trust nevertheless, that in case of default in the payment of said note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then upon the beneficiaries (note holders) filing notice of election and demand for sale, said Public Trustee, after advertising notice of said sale weekly, for not less than four weeks, in some newspaper of general circulation in said county, shall sell said property in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale said Trustee shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on said note, rendering the overplus (if any) unto the grantor; and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed to the property sold. The beneficiary may purchase said property or any part thereof at such sale.

The grantor covenants that at the time of delivery of these presents, it is seized of said property in fee simple, and that said property is free of encumbrances.

agrees that all court costs and a reasonable attorney's fee paid by the beneficiaries shall become additional indebtedness due hereunder. Grantor agrees that it will pay the reasonable attorney's fees of the beneficiary in the event of foreclosure.

It is agreed that in case of default in payment of said principal or interest or a breach of any of the covenants herein, then said principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said property will thereupon be delivered to the beneficiary.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be finding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

Executed October 4, 1990.

City of Grand Junction

By: Ronald M. Lappi
Ronald M. Lappi Acting City Manager

STATE OF COLORADO)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 4th day of October, 1990, by Ronald M. Lappi in his capacity as Acting City Manager of and on behalf of the City of Grand Junction.

My commission expires June 13, 1991. Witness my hand and official seal.

Theresa J. Martinez
Notary Public



CITY/JARVIS

Parcel No. 1: Those parts of the SW 1/4 NW 1/4 of Section 23, and the SE 1/4 NE 1/4 of said Section 22, Township 1 South, Range 1 West of the Ute Meridian described as follows: Beginning at the Northwest corner of the SW 1/4 NW 1/4 of Said Section 23, thence South 89°58'32" East along the North line of said SW 1/4 NW 1/4, a distance of 1196.79 feet to the westerly right-of-way line of the Denver and Rio Grande Western Railroad; thence along the arc of a 1045.92 foot radius curve to the right on said Railroad right-of-way a distance of 735.43 feet (the chord of said curve bears S 02°48'03" W 720.38 feet); thence continuing along said right-of-way South 22°56'40" West 480.0 feet to the Colorado River; thence North 60°00'30" West 185.59 feet; thence North 55°06'00" West 995.00 feet to the West line of said SW 1/4 NW 1/4; thence North 49°49'00" West 187.90 feet; thence North 47°20'00" West 189.00 feet; thence North 65°13'00" West 115.00 feet; thence North 85°21'00" West 69.00 feet; thence North 51°58'00" West 319.90 feet to the North line of said SE 1/4 NE 1/4 of Section 22; thence South 89°58'50" East along the North line of said SE 1/4 NE 1/4, a distance of 710.00 feet to the point of beginning.

Parcel No. 2: That part of Lot 1 in Section 22, Township 1 South, Range 1 West of the Ute Meridian described as follows: Beginning at a point on the North line of said Section 22, whence the Northeast corner of said Section 22 bears South 89°57'48" East 874.85 feet; thence South 00°12'34" West 310.00 feet; thence South 89°57'48" East 175.00 feet; thence South 00°12'34" West 60.00 feet; thence South 89°57'48" East 5.00 feet; thence South 00°12'34" West 158.00 feet; thence South 89°57'48" East 249.85 feet; thence South 00°12'34" West 792.12 feet to the South line of the NE 1/4 NE 1/4 of said Section 22; thence North 89°58'50" West 265.00 feet along the South line of said NE 1/4 NE 1/4 to the Colorado River; thence North 57°05'51" West 719.03 feet to the West line of said NE 1/4 NE 1/4; thence North 00°19'27" East 930.00 feet along the West line of said NE 1/4 NE 1/4 to the Northwest corner of said NE 1/4 NE 1/4; thence South 89°57'48" East 438.41 feet along the North line of said NE 1/4 NE 1/4 to the point of beginning.

EXCEPT the following described tract of land lying in Parcel No. 1, more particularly described as follows: Beginning at a point in the North line of the SW 1/4 NW 1/4 of Section 23, Township 1 South, Range 1 West of the UTE Meridian 502 feet East from the Northwest corner of said sub-division; thence East along said North line 275 feet; thence 90° right 25 feet; thence 90° right 275 feet; thence 90° right 25 feet to the point of beginning, said tract being vested in The Denver and Rio Grande Western Railroad Company by virtue of Warranty Deed recorded May 25, 1937 in Book 274 at Page 433 with all its appurtenances and improvements thereon and all fixtures of a permanent nature and all easements and rights of way appurtenant thereto together with all interest of grantors in vacated streets and alleys adjacent thereto and along with all mineral rights whether above or below ground.

The printed portion of this form approved by the Colorado Real Estate Commission (55-60-7-71)

STATEMENT OF SETTLEMENT
 SELLER'S PURCHASER'S

PROPERTY ADDRESS vicinity South 4th Street, Grand Junction, CO
William Jarvis, Sr., Betty Lou
 SELLER Jarvis & William Jarvis, Jr. PURCHASER City of Grand Junction
 SETTLEMENT DATE October 4, 1990 DATE OF PRORATION October 4, 1990

LEGAL DESCRIPTION:

	Debit	Credit
1. Selling Price		2,025,000.00
2. Deposit, paid to Sellers	200,000.00	
3. Trust Deed, payable to	875,000.00	
4. Trust Deed, payable to		
5. Trust Deed, payoff to		
6. Interest on Loan Assumed		
7. Title Ins. Premium	3,573.00	
8. Abstracting: Before Sale		
9. After Sale		
10. Title Exam. by		
11. Recording: Warranty Deed		
12. Trust Deed		
13. Release		
14. Other		
15. Documentary Fee		
16. Certificate of Taxes Due	80.00	
17. Taxes for Preceding Year(s)		
18. Taxes for Current Year \$5,582.66 x 277/365 (\$15.29/day)	4,236.70	
19. Tax Reserve		
20. Special Taxes		
21. Personal Property Taxes		
22. Hazard Ins. Prem. Assumed—Policy No. Co.		
\$ Yr. Term Expires		
Premium \$ Days Unused at ¢ per day		
23. Premium for New Insurance		
24. Hazard Ins. Reserve		
25. FHA Mortgage Ins. Assumed		
26. FHA Mortgage Ins. Reserve		
27. Loan Service Fee (Buyer)		
28. Loan Discount Fee (Seller)		
29. Interest on New Loan		
30. Survey and/or Credit Report		
31. Appraisal Fee		
32. Water and/or Sewer		
33. Rents		
34. Security Deposits		
35. Loan Transfer Fee		
36. Loan Payment Due		
37. Broker's Fee		
Sub-Totals	1,082,889.70	2,025,000.00
Balance due to/from Seller	942,110.30	
Balance due to/from Buyer		
TOTALS	2,025,000.00	2,025,000.00

The above figures do not include sales or use taxes on personal property

William Jarvis
 APPROVED and ACCEPTED

~~Broker~~/Seller *William Jarvis*

Broker

Purchaser *William E. McLeary, Mayor*

By

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STATEMENT OF SETTLEMENT
SELLER'S PURCHASER'S

PROPERTY ADDRESS vicinity South 4th Street, Grand Junction, CO
William Jarvis, Sr., Betty Lou
SELLER Jarvis & William Jarvis, Jr. PURCHASER City of Grand Junction
SETTLEMENT DATE October 4, 1990 DATE OF PRORATION October 4, 1990

LEGAL DESCRIPTION:

	Debit	Credit
1. Selling Price	2,025,000.00	
2. Deposit, paid to Sellers		200,000.00
3. Trust Deed, payable to Sellers		875,000.00
4. Trust Deed, payable to		
5. Trust Deed, payoff to		
6. Interest on Loan Assumed		
7. Title Ins. Premium		3,573.00
8. Abstracting: Before Sale		
9. After Sale		
10. Title Exam. by		
11. Recording: Warranty Deed		
12. Trust Deed		
13. Release		
14. Other		
15. Documentary Fee		
16. Certificate of Taxes Due		80.00
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21. Personal Property Taxes		
22. Hazard Ins. Prem. Assumed--Policy No. Co.		
\$ Yr. Term Expires		
Premium \$ Days Unused at ¢ per day		
23. Premium for New Insurance		
24. Hazard Ins. Reserve		
25. FIA Mortgage Ins. Assumed		
26. FIA Mortgage Ins. Reserve		
27. Loan Service Fee (Buyer)		
28. Loan Discount Fee (Seller)		
29. Interest on New Loan		
30. Survey and/or Credit Report		
31. Appraisal Fee		
32. Water and/or Sewer		
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34. Security Deposits		
35. Loan Transfer Fee		
36. Loan Payment Due		
37. Broker's Fee		
Sub-Totals	2,025,000.00	1,082,889.70
Balance due to/from Seller		
Balance due to/from Buyer		942,110.30
TOTALS	2,025,000.00	2,025,000.00

The above figures do not include sales or use taxes on personal property

William R. Jarvis

APPROVED and ACCEPTED

~~_____~~/Seller

William R. Jarvis

Broker

Purchaser/~~Seller~~

William E. McHenry, Mayor

By

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STATEMENT OF SETTLEMENT
 SELLER'S PURCHASER'S

PROPERTY ADDRESS vicinity South 4th Street, Grand Junction, CO
William Jarvis, Sr., Betty Lou
 SELLER Jarvis & William Jarvis, Jr. PURCHASER City of Grand Junction
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5. Trust Deed, payoff to		
6. Interest on Loan Assumed		
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31. Appraisal Fee		
32. Water and/or Sewer		
33. Rents		
34. Security Deposits		
35. Loan Transfer Fee		
36. Loan Payment Due		
37. Broker's Fee		
Sub-Totals	2,025,000.00	1,082,889.7
Balance due to/from Seller		
Balance due to/from Buyer		942,110.3
TOTALS	2,025,000.00	2,025,000.0

The above figures do not include sales or use taxes on personal property

William Jarvis, Sr.
 APPROVED and ACCEPTED

Purchaser/Seller *William Jarvis, Sr. & Betty Lou Jarvis* Broker

Purchaser *William E. Murray, Mayor* By

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STATEMENT OF SETTLEMENT
SELLER'S PURCHASER'S

PROPERTY ADDRESS vicinity South 4th Street, Grand Junction, CO
William Jarvis, Sr., Betty Lou
SELLER Jarvis & William Jarvis, Jr. PURCHASER City of Grand Junction
SETTLEMENT DATE October 4, 1990 DATE OF PRORATION October 4, 1990

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25. FHA Mortgage Ins. Assumed		
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27. Loan Service Fee (Buyer)		
28. Loan Discount Fee (Seller)		
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Balance due to/from Seller		
Balance due to/from Buyer		942,110.30
TOTALS	2,025,000.00	2,025,000.00

The above figures do not include sales or use taxes on personal property

William Jarvis

APPROVED and ACCEPTED

~~William Jarvis~~ / Seller

Broker

Purchaser / *William & Betty Lou Jarvis*

By

LEASE AGREEMENT

THIS INDENTURE, made and entered into on OCTOBER 4, 1990, by and between the City of Grand Junction, Colorado, party of the first part, hereinafter referred to as "Lessor," whose address is 250 North Fifth St., Grand Junction, Colorado, 81501, and William R. Jarvis, Jr., d/b/a American Auto salvage, parties of the second part, hereinafter referred to as "Lessee," whose address is 1001 S. 3rd St., Grand Junction, Colorado, 81501.

WITNESSETH:

WHEREAS, Lessee wishes to continue to operate his business at its present location, which Lessor has by separate contract, purchased, and to satisfy the requirements of the separate contract to clear the leased premises of his personal property, and;

WHEREAS, Lessor has agreed to lease the premises to Lessee for the above purposes.

NOW THEREFORE, for and in consideration of the covenants and agreements hereinafter to be performed by the Lessee, the Lessor does hereby let, lease, and demise unto the Lessee the following described property, to wit:

See Exhibit "City-Jarvis 1"

I. TERM

The primary term of this Lease commences AT CLOSING WHEN CITY 1990, and expires ONE YEAR AFTER CLOSING RECEIVES TITLE

II. RENTAL

The consideration for the rent shall be performance by Lessee of the clean-up and removal of personal property prescribed in paragraphs 15, 16, 21, and 22 of Contract to Purchase Real Property executed by Lessor, Lessee, William R. Jarvis, Betty Lou Jarvis and Trust for Public Land at the time this lease is executed. No cash rent shall be charged. Lessor acknowledges that the consideration is sufficient to support this lease.

III. ASSIGNMENT

Lessee may not assign this Lease without first obtaining the written consent of the Lessor and if such consent is given, it shall be construed as a waiver of the nonassignability of this Lease.

IV. MAINTENANCE AND UTILITIES

Lessor shall be entitled but is not obligated to pay all expenses necessary to maintain the structural integrity of the improvement including, but not limited to, the roof, walls, and floor. Similarly, Lessor shall be entitled but is not obligated to maintain all sewer and drain connections and lines, plumbing, heating, and electrical lines, on the Premises of the Lessee. Lessee shall be entitled but is not obligated to maintain the premises, including all the structures listed above and sewer connections, plumbing, wiring, glass, furnaces, water heaters, air conditioners, lighting fixtures and bath accessories in good repair at the sole expense of Lessee. If any of the capital equipment listed in the preceding sentence requires replacement due to fair wear and tear, Lessor shall be entitled but not obligated to replace it at its expense. Lessee shall perform, at his expense, routine maintenance of fences and the grounds and roads on the property, and shall make such repairs as are necessary to maintain reasonably safe conditions for his employees, customers and visitors.

At the expiration of this Lease, to surrender and deliver said premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear and tear excepted, and except items which the parties elected not to repair, and further, to use said premises for no purposes prohibited by the laws of the United States, the State of Colorado or the County of Mesa, and further, not to make any alterations or changes upon said premises without first obtaining Lessor's written consent therefore, and in the event such changes are made, such changes shall be removed at the request of Lessor upon termination of this Lease Agreement.

LESSEE SHALL BE RESPONSIBLE FOR ALL UTILITY PAYMENTS. Accounts currently in Lessee's name shall remain in his name for the duration of his tenancy and shall be closed and paid in full by Lessee when his tenancy terminates.

V. TAXES

Lessor agrees to pay all real property taxes levied and assessed against the premises, along with all assessments by any authority for streets and other public improvements.

VI. INSURANCE

Lessee agrees that at all times throughout the term of this Lease to maintain, at his own expense, personal injury and property damage liability insurance. Lessor agrees to maintain fire and extended coverage of the improvements. A Certificate of Insurance shall be delivered to the Lessor by the Lessee from the insurance carriers certifying that such insurance is in force and paid and naming the Lessor as an

additional insured. Limits of insurance shall be a minimum of \$500,000 BI and \$100,000 PD, or if Lessee elects to purchase smaller limits, Lessee agrees that he shall indemnify and hold harmless Lessor from any cause of action or claim arising out of his activities on the premises except as provided for hazardous materials contamination in the Contract to Purchase Real Property, which shall be controlling in the event of chemical contamination of the premises, which occurred prior to the commencement of this lease.

VII. RESERVATION OF RIGHT OF INSPECTION

Lessor reserves unto itself and its assigns reasonable right of entrance to the premises. Such entrance shall not unreasonably interfere with Lessee's operations. Lessor may, after coordination with Lessee, perform earth moving/landscaping operations in areas which have been vacated by Lessee pursuant to the Contract to Purchase Real Property.

VIII. ADDRESSES

Any notification provided herein, or any notice of change of address, shall be considered given if notice is sent by certified mail to the parties at their address as first above given.

IX. EXPIRATION

It is mutually agreed that if after the expiration of this Lease, Lessee shall remain in possession of said premises without written agreement as to such possession, then Lessee shall be regarded as a tenant from month to month and shall thereafter be obligated to pay reasonable rent or vacate. WRITTEN NOTICE to terminate this month to month rental shall be a minimum of ten (10) calendar days.

X. TERMINATION

It is expressly understood and agreed by and between the parties aforesaid, that if default shall be made in any of the covenants or agreements herein contained, to be kept by said Lessee, it shall and may be lawful for the said Lessor, its agents, attorney or assigns at their election, to declare said term ended, and if at any time said term shall be ended as aforesaid, or in any other way, the said Lessee hereby covenants and agrees to surrender and deliver up said premises peaceable to said Lessor, its agents, administrators, attorney or assigns, immediately upon termination of said term, and if possession thereof shall be retained after any such termination thereof, such retention shall be subject to eviction and removal, forcibly or otherwise, with process of law, as above stated, in such event Lessee agrees to pay Lessor's reasonable costs and attorney fees.

In the event of any default by Lessee hereunder, Lessor shall be entitled to declare this Agreement a nullity and to retake possession of the premises. Lessee shall be given written notice of any default or breach and termination, forfeiture, or other actions described above shall not occur if within twenty (20) days, of said notice the default or breach is cured. Lessor's actions pursuant to this section X must be reasonable in order to be authorized under and receive the protection of this section. In the event that Lessor's actions are found to be unreasonable or if, in litigation, Lessee prevails, he shall be entitled to payment by Lessor of his reasonable costs and attorney fees.

XI. REMOVAL

Lessee shall have the right and the duty, upon termination of this Lease, to remove all personalty, inventory and equipment owned by Lessee which is located on the leased premises provided that any change or alteration to floor, wall, ceiling or roof made in the installation of said equipment be restored to its original condition, ordinary wear and tear excepted.

XII. SIGNS

Lessee shall be entitled to retain the current signs advertising his business in locations and sizes which comply with the applicable sign codes, said sign shall not damage the physical structure and upon termination of the Lease shall be removed by Lessee restoring the premises to its original condition, ordinary wear and tear excepted.

XIII. USE OF PREMISES

It is agreed by both parties that Lessee shall continue his current use of the premises, namely, that of an auto salvage, towing and repair business.

THIS AGREEMENT shall be binding upon the administrators, heirs, assigns and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written or before.

By William R. Jarvis, Jr.
William R. Jarvis, Jr.

4 Oct 90
Date

City of Grand Junction, Colorado

By Ronald M. Lappi
ACTING City Manager
RONALD M. LAPPI

October 4, 1990
Date

SUPPLEMENTAL AGREEMENT

William R. Jarvis, a/k/a William R. Jarvis, Sr., Betty Lou Jarvis, William R. Jarvis, Jr., American Auto Salvage, Ltd., and the City of Grand Junction have entered into prior agreements concerning the rights, duties and obligations of the parties arising out of the sale of certain lands to the City. The parties desire to supplement and confirm such earlier written agreements. To such ends, the parties agree that:

1. The terms of this agreement and the terms of the earlier agreements, including but not limited to, the "Contract to Purchase Real Property", dated May 3, 1990, and the "Supplemental Agreement" dated August 2, 1990 shall bind the parties.

2. In consideration for the early payment of \$200,000.00 to William R. Jarvis, Jr., William R. Jarvis, Jr. agrees to remove the motor vehicles parts and chassis which are located on the island in the Colorado River south of the property purchased by the City. Such removal shall be accomplished on or before 31 December 1990.

3. The terms of the several agreements referred to herein, and the terms and conditions herein contained shall survive the transfer of title and the closing of the sale of the property conveyed to the City.

Dated this 4th day of October, 1990.

William R. Jarvis, Sr.
William R. Jarvis, a/k/a
William R. Jarvis, Sr.

Betty Lou Jarvis
Betty Lou Jarvis

William R. Jarvis, Jr.
William R. Jarvis, Jr.

American Auto Salvage by William R. Jarvis, Jr.
American Auto Salvage, Ltd

City of Grand Junction

By: Ronald M. Lappi
Ronald M. Lappi, Acting City Manager

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Dated this 4th day of October, 1990.

William R. Jarvis, Sr.
William R. Jarvis, a/k/a
William R. Jarvis, Sr.

Betty Lou Jarvis
Betty Lou Jarvis

William R. Jarvis, Jr.
William R. Jarvis, Jr.

American Auto Salvage, Ltd.
American Auto Salvage, Ltd

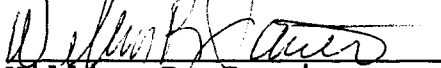
City of Grand Junction

By: Ronald M. Lappi
Ronald M. Lappi, Acting City Manager

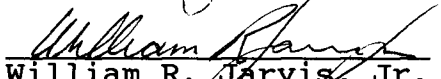
BILL OF SALE

William R. Jarvis, a/k/a William R. Jarvis, Sr., Betty Lou Jarvis, William R. Jarvis, Jr., and American Auto Salvage, Ltd., hereby sell and convey to the City of Grand Junction, a municipal corporation, 250 North Fifth Street, Grand Junction, CO, 81501 all of sellers' interest in and to all personal property attached to the real property described in the attached "City/Jarvis" except salvage motor vehicles and motor vehicle parts.

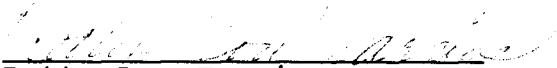
Dated this 4th day of October, 1990.



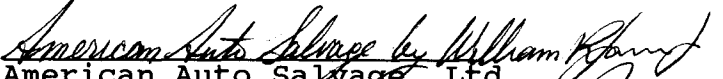
William R. Jarvis



William R. Jarvis, Jr.



Betty Lou Jarvis



American Auto Salvage, Ltd.
President

CITY/JARVIS

Parcel No. 1: Those parts of the SW 1/4 NW 1/4 of Section 23, and the SE 1/4 NE 1/4 of said Section 22, Township 1 South, Range 1 West of the Ute Meridian described as follows: Beginning at the Northwest corner of the SW 1/4 NW 1/4 of Said Section 23, thence South 89°58'32" East along the North line of said SW 1/4 NW 1/4, a distance of 1196.79 feet to the westerly right-of-way line of the Denver and Rio Grande Western Railroad; thence along the arc of a 1045.92 foot radius curve to the right on said Railroad right-of-way a distance of 735.43 feet (the chord of said curve bears S 02°48'03" W 720.38 feet); thence continuing along said right-of-way South 22°56'40" West 480.0 feet to the Colorado River; thence North 60°00'30" West 185.59 feet; thence North 55°06'00" West 995.00 feet to the West line of said SW 1/4 NW 1/4; thence North 49°49'00" West 187.90 feet; thence North 47°20'00" West 189.00 feet; thence North 65°13'00" West 115.00 feet; thence North 85°21'00" West 69.00 feet; thence North 51°58'00" West 319.90 feet to the North line of said SE 1/4 NE 1/4 of Section 22; thence South 89°58'50" East along the North line of said SE 1/4 NE 1/4, a distance of 710.00 feet to the point of beginning.

Parcel No. 2: That part of Lot 1 in Section 22, Township 1 South, Range 1 West of the Ute Meridian described as follows: Beginning at a point on the North line of said Section 22, whence the Northeast corner of said Section 22 bears South 89°57'48" East 874.85 feet; thence South 00°12'34" West 310.00 feet; thence South 89°57'48" East 175.00 feet; thence South 00°12'34" West 60.00 feet; thence South 89°57'48" East 5.00 feet; thence South 00°12'34" West 158.00 feet; thence South 89°57'48" East 249.85 feet; thence South 00°12'34" West 792.12 feet to the South line of the NE 1/4 NE 1/4 of said Section 22; thence North 89°58'50" West 265.00 feet along the South line of said NE 1/4 NE 1/4 to the Colorado River; thence North 57°05'51" West 719.03 feet to the West line of said NE 1/4 NE 1/4; thence North 00°19'27" East 930.00 feet along the West line of said NE 1/4 NE 1/4 to the Northwest corner of said NE 1/4 NE 1/4; thence South 89°57'48" East 438.41 feet along the North line of said NE 1/4 NE 1/4 to the point of beginning.

EXCEPT the following described tract of land lying in Parcel No. 1, more particularly described as follows: Beginning at a point in the North line of the SW 1/4 NW 1/4 of Section 23, Township 1 South, Range 1 West of the UTE Meridian 502 feet East from the Northwest corner of said sub-division; thence East along said North line 275 feet; thence 90° right 25 feet; thence 90° right 275 feet; thence 90° right 25 feet to the point of beginning, said tract being vested in The Denver and Rio Grande Western Railroad Company by virtue of Warranty Deed recorded May 25, 1937 in Book 274 at Page 433 with all its appurtenances and improvements thereon and all fixtures of a permanent nature and all easements and rights of way appurtenant thereto together with all interest of grantors in vacated streets and alleys adjacent thereto and along with all mineral rights whether above or below ground.

CONTRACT TO PURCHASE REAL PROPERTY

This agreement is entered into by the City of Grand Junction, Colorado, a home rule municipality, ("City") and William R. Jarvis, Sr., William R. Jarvis, Jr., Betty Lou Jarvis, and American Auto Salvage, Ltd. ("Jarvis", "Jarvises" or "Seller"); and the Trust for Public Land, a non-profit California public-benefit corporation ("TPL").

WHEREAS, the Jarvises and TPL entered into a Letter of Intent dated February 9, 1990 concerning the purchase and sale of the real property and improvements described on the attached exhibit "City-Jarvis 1"; and

WHEREAS, by this agreement TPL wishes to assign all of its rights to said Letter of Intent to the City, and the parties intend hereby to supersede said Letter of Intent; and

WHEREAS, it is the mutual intention of Seller and the City that a significant portion of the property be preserved and used eventually for public open space and recreational purposes (while acknowledging that this intention shall not be construed as a covenant or condition to this agreement); and

WHEREAS, Seller believes that the purchase price for the property as specified in this agreement is below the fair market value, and Seller intends that the difference between the purchase price and fair market value shall be a charitable contribution to the City, as a qualified donee under the Internal Revenue Code; and

WHEREAS, Seller believes that the fair market value of the Property is \$4,236,980.80, based on a July 1, 1989 appraisal of the Property updated to May 1, 1990;

THE PARTIES AGREE AS FOLLOWS:

1. Jarvis agrees to sell to City and City agrees to buy from Jarvis, on the terms and conditions set forth in this contract, that real property, along with all improvements thereon and all fixtures of a permanent nature in their present condition (inclusions), and all easements and rights of way appurtenant thereto, together with all interest of Jarvis in vacated streets and alleys adjacent thereto, and along with all mineral rights whether above or below ground and all water and water rights appurtenant to or used for the benefit of the said real property, located in Mesa County, Colorado, and Jarvis Mining Claim #1 ("property") described on the attached exhibit "City-Jarvis 1" (which by this reference is made a part hereof).

2. The purchase price includes all items attached to the Property on the date of this contract except all salvage and motor vehicle and motor vehicle parts which are the property of Jarvis and are excluded from this sale. Items attached to the Property are to be conveyed by Bill of Sale at the closing, free and clear of all taxes, liens and encumbrances.

3. The purchase price shall be \$2,025,000.00, of which \$90,000 is allocated for improvements, payable in U.S. Dollars by City as follows:

(a) \$200,000.00, as earnest money and part payment, to be deposited by City in three F.D.I.C. fully insured accounts (Accounts) at a mutually acceptable bank on the day of acceptance of this contract by Jarvis. Each account shall be in the name of one of the Sellers; until the contingencies described in this agreement are removed, no funds may be withdrawn; thereafter funds may be withdrawn with the signatures of the designated Seller and Stephen Thompson of the Trust for Public Land or his designee. The accounts shall be interest bearing and the accrued interest shall belong to the party entitled to the earnest money as provided elsewhere in this contract.

(b) Subject to paragraph 3(d), below, \$750,000.00 to be paid by City at closing in electronic transfer funds, certified check, savings and loan teller's check or cashier's check.

(c) \$1,075,000.00 at closing to be paid by City executing its promissory note payable to Jarvises as tenants in common, the form of which is attached hereto as "City-Jarvis 2" and secured by a deed of trust the form of which is attached hereto as "City-Jarvis 3". The note and deed of trust shall provide: (a) that the City may prepay at any time without penalty, except that no payment made be made prior to January 1, 1991; and (b) for three equal annual principal payments plus accrued interest at a rate of 10% simple per annum.

(d) In lieu of payment of part of the required \$750,000.00 at closing, Jarvis and City may, but shall not be obligated to, make trades for other real property owned by City or acquired by City. If such mutual agreement is made, city and Jarvis shall, on or before fourteen (14) days before closing sign a contract amendment setting forth the description of the trade properties and the value of the trade property(ies).

4. This contract shall inure to the benefit of and be binding on the heirs, personal representatives, successors and assigns of the parties.

5. At closing, Jarvis agrees to execute and deliver a good and sufficient general warranty deed to City conveying the property free and clear of any and all liens, encumbrances, assessments, easements, leases and taxes except the general taxes for the year of closing and except those matters re-

flected by the title documents accepted by City in accordance with the terms of this agreement and except a lease between Jarvis and Tom E. Rhodes dated May 1, 1989 which lease is attached hereto as "City-Jarvis 4". Notwithstanding anything to contrary set forth above, Jarvis shall convey the real property described as "Jarvis Mining Claim #1, described more fully on the attached exhibit "City-Jarvis 5", by quit claim deed.

6. Jarvis acknowledges that the City has ordered a title insurance commitment from Abstract and Title Company of Mesa county. Jarvis shall deliver, at Jarvis' expense, a current commitment for owner's title insurance to City on or before May 10, 1990, along with copies of instruments listed in the schedule of exceptions in the title insurance commitment ("Title Documents"). Jarvis shall deliver the title insurance policy to the City forthwith after closing and Jarvis shall pay the costs thereof at closing. City shall have the right to inspect the Title Documents. Written notice by City of unmerchantability of title or any other unsatisfactory title condition(s) shown by the Title Documents shall be signed by or on behalf of City and given to Jarvis on or before seven (7) calendar days after City's receipt of Title Documents or within five (5) calendar days after receipt by City of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If City does not mail its notice by the date(s) specified above, City shall be deemed to have accepted the condition of title as disclosed by the Title Documents as satisfactory.

7. Jarvis shall deliver to City, on or before May 10, 1990, true copies of all leases and surveys in Jarvis' possession pertaining to the Property and shall disclose to City all easements, liens or other title matters not shown by the public records of which Jarvis have actual knowledge. Written notice of any unsatisfactory condition(s) disclosed by Jarvis or revealed by an inspection of the property shall be signed by City and mailed to Seller on or before May 17, 1990. If City does not mail said notice by said date, City shall be deemed to have accepted title subject to such right, if any, of third parties of which Purchaser has actual knowledge. If Jarvis receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided above, Jarvis shall use reasonable efforts to correct said unsatisfactory title condition(s) prior to the date of closing. If Jarvis fails to correct said unsatisfactory title condition(s) before the date of closing, this contract, at the option of City, shall then terminate, subject to section 3 (a), provided, however, City may waive objection to said unsatisfactory condition(s).

8. The closing shall occur within 10 days of written notification by the Department of Energy ("DOE") of acceptable removal of salvage and materials by Jarvis as provided in paragraph 16 below. Jarvis shall complete said removal by October 15, 1990, unless otherwise agreed to by the parties. The hour and place of closing shall be 10:00 a.m. at City Hall, 250 North Fifth Street, Grand Junction, CO.

9. Any encumbrance required to be paid shall be paid at or before the time of settlement from the proceeds of this transaction or from any other source.

10. City and Jarvis shall pay their respective closing costs at closing, except as otherwise provided herein. City and Jarvis shall sign and complete all customary or required documents at or before closing.

11. General taxes for the year of closing, based on the most recent levy and the most recent assessment, rents, and water and sewer charges shall be prorated to date of closing.

12. Possession of the property shall be delivered to the City on the date of closing, subject to the leases described on Exhibits "City-Jarvis 6" and "City-Jarvis 4".

13. The Property and Inclusions shall be conveyed in their present condition, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten percent of the total purchase price, Jarvis shall be obligated to repair the same before the date of closing. In the event such damage is not repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of City. Should City elect to carry out this contract despite such damage, City shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding the total purchase price. Should any Inclusions or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Jarvis shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by City covering such repair or replacements.

14. Time is of the essence hereof. If payment or any other obligation hereunder is not performed or waived as provided herein, there shall be the following remedies:

(a) if City is in default, all payments and things of value received hereunder shall be forfeited by City and retained by Jarvis and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are **liquidated damages** and are Jarvis' **sole and exclusive** remedy for City failure to

perform. Jarvis expressly waive the remedies of specific performance or damages, or both.

(b) If Jarvis is in default, City may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forthwith returned and City may recover such damages as may be proper, or City may elect to treat this contract as being in full force and effect and City shall have the right to specific performance or damages, or both.

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

15. City shall have the right to inspect the property, at City's expense. The inspection shall be for the purpose of making an environmental audit of the property ("audit"). All other inspections required by City have been completed. City has contracted with an environmental firm, Versar, Inc. to obtain such an audit, and a copy of said contract is delivered herewith to the Jarvises. The City will exercise reasonable diligence in obtaining the final audit report in a timely fashion and will deliver a copy of such final audit to Seller within two working days of receipt (Versar intends to complete the audit by June 11, 1990). The audit shall include a good faith cost estimate of the costs required to remove and dispose of non-mill tailing hazardous or toxic substances and materials to amounts and concentrations acceptable to the City. "Cost estimate" does not include: the costs and expenses to be spent and incurred by the DOE in its mill tailings removal program; the costs and expenses spent or incurred by Jarvises to comply with the remedial action plan described in paragraph 16; nor the costs and expenses to be spent or incurred by Jarvises in removing the personal property required by paragraph 21 of this contract. If the cost estimate is \$30,000.00 or less City shall be obligated to close as provided. If the cost estimate is more than \$30,000.00, City may, but is not obligated to, close and shall notify Jarvis of City's decision. If City elects to close and accept the real property which is the subject of this agreement, then City agrees that it shall release Jarvises from any damage or costs entailed in any remediation plan or expenditures. This provision applies only to City's remedies against Jarvis. If the cost estimate is more than \$30,000.00 and City notifies Seller that City does not intend to close, then Seller shall, within 7 days thereafter, notify City that Jarvis shall do one of the three following options:

a. sign the necessary bank forms and documents to disburse the earnest money and accrued interest to City and terminate the agreement; or

b. notify the City, in writing, that City shall receive at closing a reduction in good funds due at closing by the amount the cost estimate exceeds \$30,000.00, and the earnest money and accrued interest shall be disbursed to Seller; or

c. provide a written plan, approved by City, for remediation and clean-up of any hazardous or toxic substances and materials, which will reduce any remaining remediation and clean-up costs to no more than \$30,000.00. In such event, closing shall not occur until after satisfactory completion of said remediation and clean-up plan. If written notice of any unsatisfactory condition is not mailed to Jarvis as set forth above, the physical condition of the Property and Inclusions shall be deemed to be satisfactory. If written notice of any unsatisfactory condition is given by City to Jarvis as set forth in this section, and Jarvis elects this option (c), and if City and Jarvis have not reached a written agreement in settlement thereof within 7 days of notice by the City, this contract shall then terminate and earnest money plus accrued interest shall be returned to the City in accord with Paragraph #25. Purchaser is responsible and shall pay for any damage which occurs to the Property and Inclusions as a result of such inspection.

16. On or before June 13, 1990, Jarvis and City shall sign an agreement which establishes a remedial action plan with the Department of Energy (DOE), or its agent, which remedial action plan shall include provisions for Jarvis' removal, at Jarvis' expense, of the salvage and motor vehicles and other materials from the Property in a manner acceptable to DOE and which shall provide for the payment to the City of the cost avoidance monies in accordance with the agreement between the City and DOE. Such agreement establishing a remedial action plan, once signed by Jarvis', the City and DOE shall become a part of this contract as though fully set forth herein. Seller shall, before closing, remove all salvage and materials required by DOE and in a manner acceptable to DOE. City agrees to consent to any reasonable extension in the closing date, but not to exceed one year, that are agreed to by Jarvis and DOE.

In the event that Jarvis, City and DOE are unable to agree on or before June 27, 1990, to the terms of the remedial action plan described above, then this agreement shall terminate and City shall be entitled to withdraw its earnest money payment and accrued interest. Paragraph 25 shall apply.

17. City agrees that, from the time of City's signature hereon and Jarvis' vacation of the property, which vacation is provided for in Exhibit "City-Jarvis 6", City will not unilaterally take action to make any zoning changes for the Property which would interfere with the provisions of this contract or the uses contemplated in this contract.

18. The provisions of this contract along with the provisions of the several exhibits, shall survive the closing and the transfer of title.

19. In consideration of the assignment of its rights under the Letter of Intent dated February 9, 1990 between the Jarvises and TPL, the City agrees to pay to TPL at the time of the closing described herein the sum of \$100,000.00.

20. If not set forth in this agreement, no promise, statement or representation can be relied upon as between these parties. City and Jarvis intend that this contract and the Exhibits, constitute the complete agreement between the parties.

21. On or before one year from the closing date, Jarvis shall remove, at no expense to the City, from the Property all underground tanks (and the contents thereof, if any), and everything that is visible above ground including, but not limited to: all automotive and motor vehicle parts; salvage; detritus; trash; barrels; tanks; slag; concrete pedestrian shelters (but not concrete fill); boilers; metals; plastics; scrap metals; non-nuclear hazardous or toxic substances and materials (except for gasoline, oil, battery acid, antifreeze and other automotive fluids which may have been spilled from salvage automobiles and the operation of Jarvis' equipment through the date this agreement is signed by the parties); tires. Exhibit "City-Jarvis 7" defines the standard for the required removal described in this Paragraph #21. The removal of non-nuclear toxic or hazardous materials and substances shall be governed by the provisions of Paragraph #15.

None of the provisions of this Paragraph #21 shall apply to the property described as Jarvis Mining Claim #1.

22. Jarvises represent that they know of no underground tanks or non-nuclear toxic wastes (except for gasoline, oil, battery acid, antifreeze and other automotive fluids which may have been spilled from salvage automobiles and the operation of Jarvises' equipment). Jarvises acknowledge that the City is, and will be, relying on such representations.

Notwithstanding the foregoing, the parties agree that concrete fill, other fill materials, and several car bodies which are in place as river bank rip-rap are in place on the Property and that such fill materials and car body rip-rap will not be removed by Jarvis.

23. The City acknowledges that part of the property was used by the City as a sanitary landfill during the years 1957 through 1960, inclusive. City agrees to indemnify, defend, reimburse, and hold Jarvises harmless from and against all "environmental damages" arising from the presence of "hazardous materials" upon, about, or beneath the property as a result of the above mentioned landfill or any materials placed upon the property by the City or its agents.

As to the balance of the Property, except as already stated in this contract, Jarvis make no representations nor warranties. After the removal of materials as contemplated in this contract, Jarvises will convey the property in its "as is" condition.

24. City and Jarvis have each obtained the advice of their own legal counsel regarding this contract.

25. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder. Jarvis, in any event, may retain possession of the report prepared from the environmental audit performed by Versar, Inc. or any other environmental firm, on its findings from examination of Jarvis' property.

26. If this proposal is accepted by Jarvis in writing and City receives notice of such acceptance on or before May 3, 1990, this document shall become a contract between City and Jarvis. A copy of this document may be signed by each party, separately, and when each party has signed a copy, the copies taken together shall be a full and complete contract.

27. Jarvises agree to execute and deliver at the time of execution of this agreement the waiver of rights and benefits of the Uniform Relocation and Assistance and Real Property Policies Act of 1970, as amended, which is attached as "City-Jarvis 8".

28. On or before the 1ST day of NOVEMBER, ¹⁹⁹⁰ Seller agrees to construct a privacy fence 10' in height on the 5th Street frontage and up to 50' west on the north and south borders of the 2.6 acre parcel being retained by Seller. If the City so requires, and gives notice thereof to Jarvises by ~~September~~ ^{JULY} 1, 1990, Seller agrees to plant, on or before the 1ST day of ~~SEP 7 1990~~, Austrian pine seedlings along the 5th Street front of said property, with 22 feet being the distance between seedlings. City agrees to maintain said trees, if the City has required Jarvises to plant them.

City of Grand Junction

Dated:

5-3-90

Mark K. Achen
Mark K. Achen

The Trust for Public Land

Stephen E. Thompson
Stephen E. Thompson

5-3-90

William R. Jarvis
William R. Jarvis,
a/k/a William R. Jarvis, Sr.

5/3/90

William R. Jarvis Jr.
William R. Jarvis, Jr.

3 May 90

Betty Lou Jarvis
Betty Lou Jarvis

May 3, 1990

William R. Jarvis Pres.
BILL JARVIS, INC d/b/a American Auto Salvage Ltd.
~~d/b/a Bill Jarvis, Inc.~~

3 May 90

Address of William Jarvis Jr. is 236 Arroyo Drive, Grand Junction, CO 81503.

Address of William R. Jarvis and Betty Lou Jarvis is 2491 South Broadway, Grand Junction, CO 81503.

Exhibit "City-Jarvis 1"

PARCEL NO. 1:

That part of Lot 1 in Section 22, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, described as follows:

Beginning at a point on the North line of said Section 22 from whence the Northeast corner of said Section 22 bears S 89°57'48" E 874.85 feet;
thence S 00°12'34" W 310.0 feet;
thence S 89°57'48" E 175.0 feet;
thence S 00°12'34" W 60.0 feet;
thence S 89°57'48" E 5.0 feet;
thence S 00°12'34" W 158.0 feet;
thence S 89°57'48" E 249.85 feet;
thence S 00°12'34" W 792.12 feet to the South line of the NE1/4 NE1/4 of said Section 22;
thence N 89°58'50" W 870.90 feet to the Southwest corner of said NE1/4 NE1/4;
thence N 00°19'27" E 1319.65 feet along the West line of said NE1/4 NE1/4 to the Northwest corner of said NE1/4 NE1/4;
thence S 89°57'48" E 438.41 feet along the North line of said NE1/4 NE1/4 to the Point of Beginning.

PARCEL NO. 2:

Those parts of the SW1/4 NW1/4 of Section 23 and the SE1/4 NE1/4 of Section 22, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, described as follows:

Beginning at the Northwest corner of the SW1/4 NW1/4 of said Section 23;
thence S 89°58'32" E along the North line of said SW1/4 NW1/4 a distance of 1196.79 feet to the westerly right-of-way line of the Denver & Rio Grande Western Railroad;
thence along the arc of a 1045.92 foot radius curve to the right on said Railroad right-of-way a distance of 735.43 feet (the chord of said curve bears S 02°48'03" W 720.38 feet);
thence continuing along said Railroad right-of-way S 22°56'40" W 480.0 feet to the Colorado River;
thence N 60°00'30" W 185.59 feet;
thence N 55°06'00" W 995.0 feet to the West line of said SW1/4 NW1/4;
thence N 49°49'00" W 187.90 feet;
thence N 47°20'00" W 189.0 feet;
thence N 65°13'00" W 115.0 feet;
thence N 85°21'00" W 69.0 feet;
thence N 51°58'00" W 319.9 feet to the North line of the SE1/4 NE1/4 of said Section 22;
thence S 89°58'50" E along the North line of said SE1/4 NE1/4 a distance of 710.0 feet to the Point of Beginning.

Combined together, Parcels No. 1 and No. 2 as described above contain approximately 49.782 acres.

Exhibit "City - Jarvis 2"

PROMISSORY NOTE

U.S. \$1,075,000.00
Grand Junction, Mesa County, Colorado

October 15, 1990

1. FOR VALUE RECEIVED, the undersigned City of Grand Junction, (Borrower) promises to pay to

William R. Jarvis, Sr., Betty Lou Jarvis, William R. Jarvis Jr.

or order, (Note Holder) the principal sum of ONE MILLION SEVENTY FIVE THOUSAND AND NO/100 U.S. Dollars, with interest on the unpaid principal balance from October 15, 1990, until paid, at the rate of ten percent (10%) per annum. Principal and interest shall be payable at

_____ or at such other location as Holder may designate, in three payments of \$432,273.41 due on October 15, 1991 and the anniversary date in 1992 and 1993. Such payments shall continue until the entire indebtedness evidenced by this Note is fully paid; provided, however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on October 15, 1993.

2. Borrower shall pay to the Note Holder a late charge of TEN % of any payment not received by the Note Holder within THIRTY days after the payment is due.

3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest specified above, and the balance applied in reduction of the principal amount hereof.

4. If any payment required by this Note is not paid when due, the entire principal amount outstanding and accrued interest thereon shall become due and payable at the option of the Note Holder (Acceleration) twenty days after notice of Acceleration has been given. Such notice of Acceleration shall specify the amount of the nonpayment plus any unpaid late charges and other costs, expenses and fees due under this Note. Until the expiration of said twenty-day period, the Borrower may cure all defaults consisting of a failure to make required payments by tendering the amounts of all unpaid sums due at the time of tender, without Acceleration, as specified by the Note Holder in such notice. Cure restores the Borrower to his rights under this Note as though defaults had not occurred. Any defaults under this Note occurring within twelve months after the Note Holder has once given a notice of Acceleration, entitles Borrower to no right to cure, except as otherwise provided by law. The Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorney's fees.

5. After January 1, 1991, Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

6. Borrower and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.

7. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at the Borrower's address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be in writing and shall be given and be effective upon (1) delivery to Note Holder or (2) by mailing such notice by first-class U.S. mail, to the Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.

8. The indebtedness evidenced by this Note is secured by a Deed of Trust dated October 15, 1990, and until released said Deed of Trust contains additional rights of the Note Holder. Such rights may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said Deed of Trust for such additional terms. Said Deed of Trust grants rights in the property identified as follows:

Borrower's address: 250 North Fifth Street, Grand Junction, CO, 81501.

CITY OF GRAND JUNCTION, COLORADO

BY: _____

Exhibit "City-Jarvis 3"

DEED OF TRUST

THIS DEED OF TRUST is made this _____ day of _____, 19____, between the City of Grand Junction, the grantor herein, whose address is 250 North Fifth Street, Grand Junction 81501, County of Mesa, State of Colorado, and the PUBLIC TRUSTEE of the County of Mesa.

WITNESS:

The Grantor, to secure a promissory note, for the total principal sum of ONE MILLION SEVENTY FIVE THOUSAND AND NO/100s Dollars (1,075,000.00) payable to the order of William R. Jarvis, Sr., Betty Lou Jarvis, and William R. Jarvis, Jr., as tenants in common, the beneficiaries herein, whose address is

after the date thereof, with interest thereon from the date thereof at the rate of ten (10) percent per annum, principal and interest payable in three equal annual installments of FOUR HUNDRED THIRTY TWO THOUSAND TWO HUNDRED SEVENTY THREE AND 41/100s dollars (\$432,273.41) on the 15th day of October 1991 and the anniversary each year thereafter until paid in full, does hereby grant and convey unto said Public Trustee the property described on the attached Exhibit labelled "City-Jarvis Deed of Trust 1", situate in the County of Mesa, State of Colorado,

TO HAVE AND TO HOLD the same together with all appurtenances, in trust nevertheless, that in case of default in the payment of said note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then upon the beneficiaries (note holders) filing notice of election and demand for sale, said Public Trustee, after advertising notice of said sale weekly, for not less than four weeks, in some newspaper of general circulation in said county, shall sell said property in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale said Trustee shall retain or pay first all fees, charges and costs and all monies advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on said note, rendering the overplus (if any) unto the grantor; and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed to the property sold. The beneficiary may purchase said property or any part thereof at such sale.

The grantor covenants that at the time of delivery of these presents, it is seized of said property in fee simple, and that said property is free of encumbrances.

EXHIBIT "CITY - JARVIS 4"

LEASE

THIS INDENTURE, dated 1 May 1989, is between the Landlord,

William R. Jarvis Jr, and the
Tenant, Tom E Rhoades

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the premises situate in the Mesa * County of Mesa, State of Colorado, described as follows:

2593 West 4th Ave, Grand Junction, Colo
Property Address

Legal Description

Said premises, with the appurtenances, are to be leased to the Tenant from 1 May 1989,
Date
until 1 May 1992, at and for a rental of \$ 5000.00 per year, payable in

monthly installments of \$ 416.66, in advance, on or before the 3rd day of each and every month during the term of this lease at the office of the Landlord or as the Landlord may direct in writing. The Tenant further covenants with the Landlord that Tenant has received said premises in good order and condition, and at the expiration of the term of this lease will yield up said premises to the Landlord in as good order and condition as when the same were entered upon by the Tenant, loss by fire, inevitable accident and ordinary wear excepted, and will keep said premises in good repair during said term at Tenant's own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained. Tenant will not use nor permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or of any other political subdivision.

IT IS MUTUALLY AGREED that if after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then the Tenant shall be regarded as a tenant from month to month at a monthly rental payable in advance equivalent to the last month's rent hereunder, and subject to all the terms and provisions of this lease.

IT IS FURTHER MUTUALLY AGREED that in case said premises are left vacant and any part of the rent herein reserved be unpaid, then the Landlord may, without in any wise being obligated to do so and without terminating this lease, re-take possession of said premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS AGREED that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after Landlord has given written notice thereof, Landlord may, at his option, without liability for trespass or for damages; enter into and upon said premises, or a portion thereof; declare the term of this lease ended; repossess the said premises as of the Landlord's former estate; peacefully expel and remove the Tenant, those claiming under him, or any person or persons occupying the same and their effects; all without prejudice to any other remedies available to the Landlord for arrears of rent or breach of covenant.

As the context may require in this lease agreement, the singular shall be deemed to include the plural, and the masculine gender to include the feminine or neuter gender.

This lease, except as above limited, shall be binding upon the heirs, successors and assigns of the parties hereto and may be amended in writing only and executed by the parties.

Should any provision of this lease violate any federal, state or local law or ordinance, that provision shall be deemed amended to so comply with such law or ordinance, and shall be construed in a manner so as to comply.

Additional provisions:

Tenant may terminate contract by giving 60 days notice in writing to the landlord.

Tom E Rhoades
Tenant

William R. Jarvis Jr
Landlord

*If in Denver, insert "City and".

"CITY-JARVIS 6"

LEASE AGREEMENT

THIS INDENTURE, made and entered into on _____, 1990, by and between the City of Grand Junction, Colorado, party of the first part, hereinafter referred to as "Lessor," whose address is 250 North Fifth St., Grand Junction, Colorado, 81501, and William R. Jarvis, Jr., d/b/a American Auto salvage, parties of the second part, hereinafter referred to as "Lessee," whose address is 1001 S. 3rd St., Grand Junction, Colorado, 81501.

WITNESSETH:

WHEREAS, Lessee wishes to continue to operate his business at its present location, which Lessor has by separate contract, purchased, and to satisfy the requirements of the separate contract to clear the leased premises of his personal property, and;

WHEREAS, Lessor has agreed to lease the premises to Lessee for the above purposes.

NOW THEREFORE, for and in consideration of the covenants and agreements hereinafter to be performed by the Lessee, the Lessor does hereby let, lease, and demise unto the Lessee the following described property, to wit:

See Exhibit "City-Jarvis 1"

I. TERM

The primary term of this Lease commences 11/15/90 and expires 11/15/96

II. RENTAL

The consideration for the rent shall be performance by Lessee of the clean-up and removal of personal property prescribed in paragraphs 15, 16, 21, and 22 of Contract to Purchase Real Property executed by Lessor, Lessee, William R. Jarvis, Betty Lou Jarvis and Trust for Public Land at the time this lease is executed. No cash rent shall be charged. Lessor acknowledges that the consideration is sufficient to support this lease.

III. ASSIGNMENT

Lessee may not assign this Lease without first obtaining the written consent of the Lessor and if such consent is given, it shall be construed as a waiver of the nonassignability of this Lease.

IV. MAINTENANCE AND UTILITIES

Lessor shall be entitled but is not obligated to pay all expenses necessary to maintain the structural integrity of the improvement including, but not limited to, the roof, walls, and floor. Similarly, Lessor shall be entitled but is not obligated to maintain all sewer and drain connections and lines, plumbing, heating, and electrical lines, on the Premises of the Lessee. Lessee shall be entitled but is not obligated to maintain the premises, including all the structures listed above and sewer connections, plumbing, wiring, glass, furnaces, water heaters, air conditioners, lighting fixtures and bath accessories in good repair at the sole expense of Lessee. If any of the capital equipment listed in the preceding sentence requires replacement due to fair wear and tear, Lessor shall be entitled but not obligated to replace it at its expense. Lessee shall perform, at his expense, routine maintenance of fences and the grounds and roads on the property, and shall make such repairs as are necessary to maintain reasonably safe conditions for his employees, customers and visitors.

At the expiration of this Lease, to surrender and deliver said premises in as good order and condition as when the same were entered upon, loss by fire, inevitable accident or ordinary wear and tear excepted, and except items which the parties elected not to repair, and further, to use said premises for no purposes prohibited by the laws of the United States, the State of Colorado or the County of Mesa, and further, not to make any alterations or changes upon said premises without first obtaining Lessor's written consent therefore, and in the event such changes are made, such changes shall be removed at the request of Lessor upon termination of this Lease Agreement.

LESSEE SHALL BE RESPONSIBLE FOR ALL UTILITY PAYMENTS. Accounts currently in Lessee's name shall remain in his name for the duration of his tenancy and shall be closed and paid in full by Lessee when his tenancy terminates.

V. TAXES

Lessor agrees to pay all real property taxes levied and assessed against the premises, along with all assessments by any authority for streets and other public improvements.

VI. INSURANCE

Lessee agrees that at all times throughout the term of this Lease to maintain, at his own expense, personal injury and property damage liability insurance. Lessor agrees to maintain fire and extended coverage of the improvements. A Certificate of Insurance shall be delivered to the Lessor by the Lessee from the insurance carriers certifying that such insurance is in force and paid and naming the Lessor as an

additional insured. Limits of insurance shall be a minimum of \$500,000 BI and \$100,000 PD, or if Lessee elects to purchase smaller limits, Lessee agrees that he shall indemnify and hold harmless Lessor from any cause of action or claim arising out of his activities on the premises except as provided for hazardous materials contamination in the Contract to Purchase Real Property, which shall be controlling in the event of chemical contamination of the premises, which occurred prior to the commencement of this lease.

VII. RESERVATION OF RIGHT OF INSPECTION

Lessor reserves unto itself and its assigns reasonable right of entrance to the premises. Such entrance shall not unreasonably interfere with Lessee's operations. Lessor may, after coordination with Lessee, perform earth moving/landscaping operations in areas which have been vacated by Lessee pursuant to the Contract to Purchase Real Property.

VIII. ADDRESSES

Any notification provided herein, or any notice of change of address, shall be considered given if notice is sent by certified mail to the parties at their address as first above given.

IX. EXPIRATION

It is mutually agreed that if after the expiration of this Lease, Lessee shall remain in possession of said premises without written agreement as to such possession, then Lessee shall be regarded as a tenant from month to month and shall thereafter be obligated to pay reasonable rent or vacate. WRITTEN NOTICE to terminate this month to month rental shall be a minimum of ten (10) calendar days.

X. TERMINATION

It is expressly understood and agreed by and between the parties aforesaid, that if default shall be made in any of the covenants or agreements herein contained, to be kept by said Lessee, it shall and may be lawful for the said Lessor, its agents, attorney or assigns at their election, to declare said term ended, and if at any time said term shall be ended as aforesaid, or in any other way, the said Lessee hereby covenants and agrees to surrender and deliver up said premises peaceable to said Lessor, its agents, administrators, attorney or assigns, immediately upon termination of said term, and if possession thereof shall be retained after any such termination thereof, such retention shall be subject to eviction and removal, forcibly or otherwise, with process of law, as above stated, in such event Lessee agrees to pay Lessor's reasonable costs and attorney fees.

In the event of any default by Lessee hereunder, Lessor shall be entitled to declare this Agreement a nullity and to retake possession of the premises. Lessee shall be given written notice of any default or breach and termination, forfeiture, or other actions described above shall not occur if within twenty (20) days, of said notice the default or breach is cured. Lessor's actions pursuant to this section X must be reasonable in order to be authorized under and receive the protection of this section. In the event that Lessor's actions are found to be unreasonable or if, in litigation, Lessee prevails, he shall be entitled to payment by Lessor of his reasonable costs and attorney fees.

XI. REMOVAL

Lessee shall have the right and the duty, upon termination of this Lease, to remove all personalty, inventory and equipment owned by Lessee which is located on the leased premises provided that any change or alteration to floor, wall, ceiling or roof made in the installation of said equipment be restored to its original condition, ordinary wear and tear excepted.

XII. SIGNS

Lessee shall be entitled to retain the current signs advertising his business in locations and sizes which comply with the applicable sign codes, said sign shall not damage the physical structure and upon termination of the Lease shall be removed by Lessee restoring the premises to its original condition, ordinary wear and tear excepted.

XIII. USE OF PREMISES

It is agreed by both parties that Lessee shall continue his current use of the premises, namely, that of an auto salvage, towing and repair business.

THIS AGREEMENT shall be binding upon the administrators, heirs, assigns and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written or before.

By _____ Date _____
William R. Jarvis, Jr.

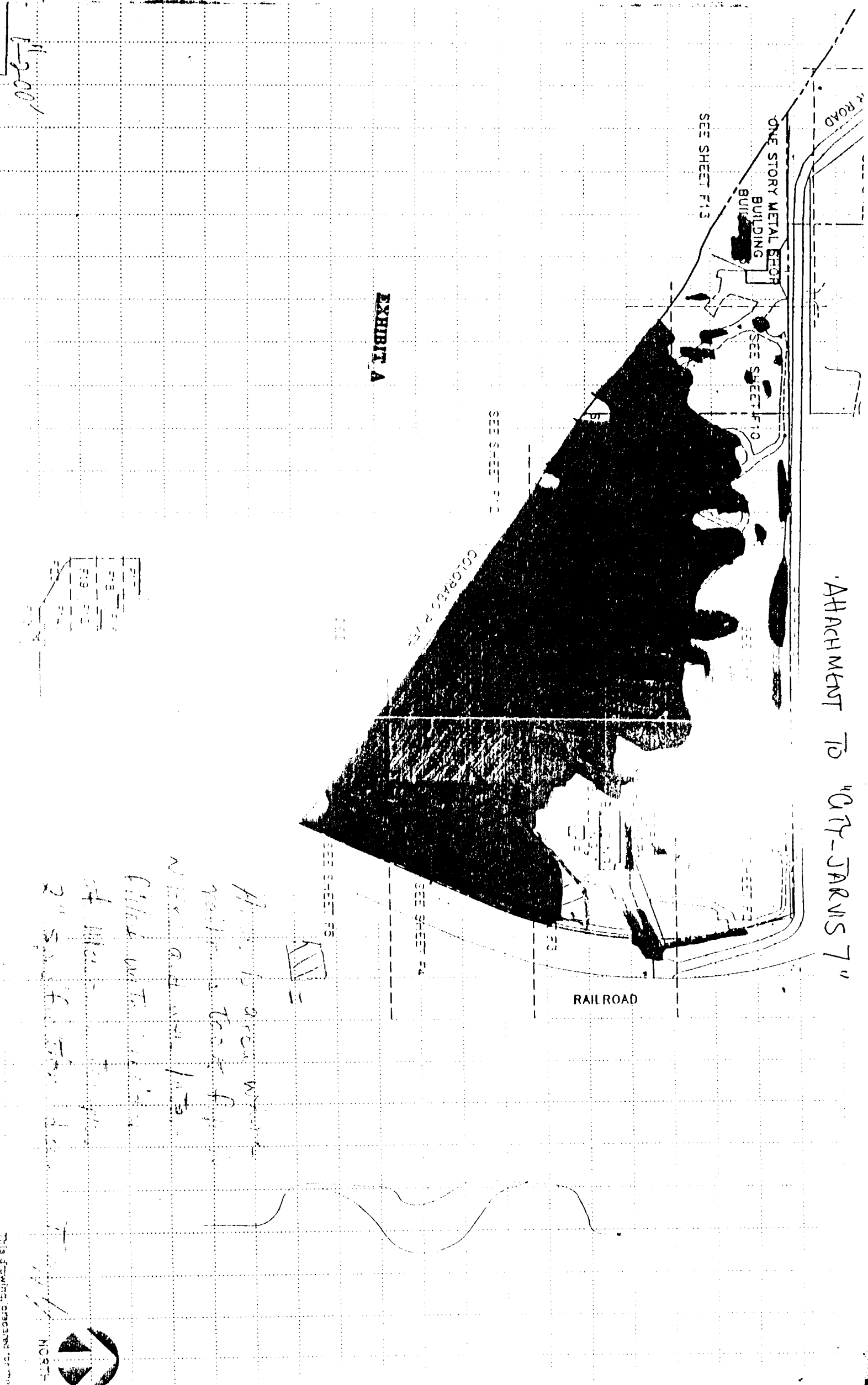
City of Grand Junction, Colorado

By _____ Date _____
City Manager

EXHIBIT "CITY-JARVIS #7"

Objects and materials to be removed, pursuant to paragraph 21 of the City-Jarvis Contract, are those that are larger than two inches in any dimension. However, this standard shall not apply to building debris (glass, bricks, concrete, and the like) in the area shown on the attached map by cross hatching.

ATTACHMENT TO "CITY-JARVIS 7"



COLORADO RIVER



Area is area with
 regular track
 with old wall
 with wall
 of wall
 2" S. E. from base



**WAIVER OF RIGHTS AND BENEFITS
OF THE UNIFORM RELOCATION ASSISTANCE
AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970,
as amended (49 CFR Part 24)**

WHEREAS, the City of Grand Junction, Colorado has agreed to purchase from the Jarvis', and the Jarvis' have agreed to sell to the City of Grand Junction, Colorado, the real property described in the attached Exhibit A, and;

WHEREAS, the City of Grand Junction, Colorado, has received Community Development Block Grant funds from the State of Colorado, Department of Local Affairs, said funds to be applied towards the purchase of said property, and;

WHEREAS, on the conditions imposed upon the use of such funds in compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601), as amended, hereinafter referred to as the Uniform Act, and regulations at 49 CFR Part 24, and;

WHEREAS, the Uniform Act requires that the City of Grand Junction establish an amount it believes to be just compensation for the property to be acquired before the initiation of negotiations, and;

WHEREAS, as to the property specifically described in the attached Exhibit A, I have determined it to be in my best interest to waive any rights and benefits accruing to me under the Uniform Act, and;

NOW, THEREFORE, let it be known by signature hereon I freely and without duress waive any and all right accruing to me under the Uniform Act. The purchase price agreed upon by myself and the City of Grand Junction is \$2,025,000.00, and this sum is required to be paid to me if my property is acquired by the City of Grand Junction and if I elect to execute this waiver.

William R. Jarvis
William R. Jarvis

Signature of Property Owner

William R. Jarvis, Jr.
William R. Jarvis, Jr.

Betty Lou Jarvis
Betty Lou Jarvis

Don E. Wilson CITY ATTORNEY
Signature of Acquiring Official

American Auto Salvage Ltd.
d/b/a Bill Jarvis, Inc.

Bill Jarvis
Enc 12/12

AGREEMENT FOR TECHNICAL SERVICES

This Agreement is made by and between ARIX Corporation (a wholly owned subsidiary of Versar, Inc., a Delaware Corporation), hereinafter "ARIX," and The City of Grand Junction, hereinafter "Client."

WHEREAS, the Client wishes to retain ARIX to provide technical services to the Client; and whereas, ARIX is willing to provide those services.

NOW THEREFORE, ARIX and the Client hereby agree as follows:

1. ARIX will provide the Client with environmental technical services as specified in the Scope of Work, Attachment 1 hereto.
2. The Client shall pay ARIX an amount based upon the Scope of Work awarded using the estimated costs provided in this quotation for performing the work described in the above Scope of Work. The final price will be calculated on a time and material (T&M) basis, as follows:
 - i. Direct Labor - all direct labor hours, and fractions thereof, attributable to and chargeable to the work, shall be charged at the fully loaded (salary plus indirect expenses and profit) costs of each individual or general work category (i.e., secretarial, clerical, graphics, technician) used to perform the work at rates listed in Attachment 2 hereto.
 - ii. Other Direct Costs - all other charges directly incurred in support of the work effort, including, but not limited to, travel, sub-contracts, computer, supplies, reproduction, equipment rental, word processing, photographs, telephone, mailing, laboratory analyses, shall be charged at the actual cost plus a General and Administrative fee of fifteen percent (15%).

The Client shall be invoiced upon completion of project activities for work performed on payment terms of net 30 days. This Agreement may be amended by letter agreement.

3. The period of performance of this Agreement shall be from the date of Agreement execution through June 11, 1990.
4. ARIX will begin work within one working day after receipt of an executed Agreement.
5. ARIX shall not disclose information concerning work under this Agreement to any third party unless disclosure is necessary for the performance under this Agreement. No news release, public announcement, denial or confirmation of any part of the subject matter of this Agreement, or any phase of the work, or any of ARIX's findings and conclusions shall be

made without the prior written consent of the Client. ARIX will rely on the data in the documents furnished to it by the Client, and will not independently verify those data. ARIX hereby disclaims responsibility or liability for the consequences resulting from incomplete or incorrect data.

6. ARIX shall keep confidential any information disclosed to ARIX by the Client during ARIX's work under this Agreement. This obligation shall not apply to information (a) known to ARIX before disclosure by the Client; (b) obtained by ARIX from third parties having the legal right to disclose it; or (c) which is within the public domain. Notwithstanding the foregoing, ARIX shall consult with the Client prior to releasing any information. Information received from the Client or its agents is not, for the purposes of this Agreement, within the public domain.
7. ARIX is an independent contractor and certifies that it maintains worker's compensation insurance at the statutory limits and general liability insurance and errors and omissions coverage.
8. The Client and ARIX covenant that ARIX, its employees, agents and subsidiaries, shall not be liable to the Client for any claims, liabilities, losses, damages, and expenses that may arise as a result of the discovery or identification of any environmentally hazardous materials which may not have been discovered by ARIX, during its performance of the Scope of Work (Attachment 1) utilizing reasonable, non-negligent, and professionally acceptable techniques as contemplated by the Agreement.
9. This Agreement shall be governed by and construed under the laws of the State of Colorado. Venue shall be in Mesa County.

The Client hereby accepts this Agreement for provision of technical services under the terms and conditions stated above and agrees to pay ARIX Corporation for its services rendered pursuant to those terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written below.

Client: City of Grand Junction

By: *Mark K. Achen*

Name: Mark K. Achen

Title: City Manager

Date: 5/2/90

ARIX Corporation

By: *Peter D. Rekmeyer*

Name: Peter D. Rekmeyer

Title: Manager

Date: April 10, 1990

Attachment 1

SCOPE OF WORK

1.0 PROJECT OVERVIEW

The technical services to be provided by ARIX Corporation (hereinafter referred to as "ARIX") to The City of Grand Junction (hereinafter referred to as "Client") will include environmental investigations and hazardous waste characterizations of the Jarvis Property (hereinafter referred to as the "site").

1.1 Objectives

The objectives of the project are basically to perform sampling and explorations as required to approximate the existence or extent of hazardous materials contamination at the site along with development of remedial alternatives as may be appropriate.

1.2 Requirements

The site investigations will be conducted using a phased approach to accommodate necessary data collection in the most cost-effective manner. The investigation phases are summarized as follows:

- Phase II - Conduct site-specific investigations based on findings from the previous Phase I. Investigations will include soil sampling, groundwater sampling, and building material sampling.
- Phase III - Based on findings from the previous phases, develop and evaluated remedial alternatives for clean-up of the site.
- Prepare an environmental report including the results of the Phase II investigations and recommendations for remedial action alternatives as may be appropriate.

2.0 SCOPE OF WORK

2.1 Phase II

The Phase II investigations would include the following types of measurements:

- surface and subsurface soil sampling
 - inorganic nuclides
 - organic compounds

- groundwater sampling
 - inorganic nuclides and compounds
 - organic compounds
 - aquifer characteristics
- potential asbestos containing materials

2.1.1 Surface and Subsurface Soil Sampling

Surface soil samples will be collected in areas outside of the mill tailings contamination which exhibit staining, discarded lead-acid batteries, or other unusual conditions.

Subsurface soil samples will be obtained from borings placed in the former landfill, in the southwest, and in the north portions of the property. Samples will be taken at depths which do not exhibit uranium mill tailings contamination.

Subsurface borings will be gamma logged upon reaching the total depth of the boring. Subsurface soil samples will be collected for analysis of locations where photoionization meters indicate the presence of volatile organic compounds. All subsurface borings will be geologically logged to increase the geologic profile data for the site.

2.1.2 Groundwater Sampling

Four subsurface soil borings will be developed as groundwater monitoring wells to develop a data base for the potentiometric surface and groundwater quality at the site. The existing USDOE monitor well will be sampled to contribute to this data base. The wells will be located in an effort to intercept landfill leachate and potential contaminant plumes entering the site from areas to the north.

2.1.3 Potential Asbestos Containing Materials (ACM)

Suspect ACM in the on-site buildings and equipment and other materials in the open land areas will be sampled to identify if the material is ACM, and the associated asbestos content and form.

2.2 Phase III

Phase III will include the identification and development of remedial alternatives by assembling combinations of technologies, and the site media to which they would be applied, into alternatives that address contamination on a site-wide basis. This process consists of five general steps, as follows:

- Develop remedial action objectives specifying the contaminants and media of interest, exposure and migration pathways, and remediation goals.
- Develop general response actions for each medium of interest defining containment, treatment, excavation, or other actions, singly or in combination, that may be taken to satisfy the remedial action objectives for the site.
- Estimate volumes or areas of media to which general response actions might be applied.
- Identify and screen the technologies applicable to each response action to eliminate those that cannot be implemented technically at the site.
- Assemble the selected technologies into remedial alternatives representing a range of treatment and containment combinations.

The final report will present the selected remedial alternatives for the site along with an appraisal of each in terms of the cost/risk/benefit.

Attachment 2

PROJECT COST ESTIMATE

<u>Sample Analysis</u>		<u>Estimated Cost</u>
Soil samples		\$17,252.00
Groundwater		4,990.00
ACM samples		<u>375.00</u>
	Subtotal	\$22,617.00
 <u>Direct Labor</u>		
Project Manager	40 hrs. @ \$65/hr.	\$ 2,600.00
Geologist	100 hrs. @ 32/hr.	3,200.00
Project Engineer	24 hrs. @ 48/hr.	1,152.00
Asbestos Inspector	16 hrs. @ 60/hr.	960.00
Senior Technician	80 hrs. @ 42/hr.	3,360.00
Word Processor	16 hrs. @ 27/hr.	432.00
Auto-CAD Operator	16 hrs. @ 27/hr.	<u>432.00</u>
	Subtotal	12,136.00
 <u>Project Expenses</u>		
Auto-CAD rental - 16 hrs. @ \$25/hr.		\$ 400.00
Equipment rental		1,658.00
Sample shipping		200.00
Well construction material		400.00
Drilling contractor - \$125/hr. for 1 week		5,000.00
Vehicle mileage - 100 miles @ \$0.21/mile		21.00
Photo copies - 250 @ \$0.10/copy		25.00
Printing and binding - 250 pages @ \$0.15/page		<u>37.50</u>
	Subtotal	<u>7,741.50</u>
	TOTAL	\$42,494.50

Phase II Samples and Analytical Costs

The following table is an estimate of the number of samples which may be required, based on the results of the Phase I investigation, and the City of Grand Junction solicitation.

	<u>Surface Soils</u>	<u>Subsurface Soils</u>	<u>Groundwater</u>	<u>Building & Industrial Materials</u>	<u>Cost</u>
Asbestos	-	-	-	15 (@ \$25)	\$ 375
PCBs	4 (@ \$115)	-	-	-	460
Priority pollutant metals	9 (@ \$140)	8 (@ \$140)	5 (@ \$140)	-	3,080
Volatile organics	-	7 (@ \$282)	10 (@ \$240)	-	4,374
Semi-volatile organics (BNA)	12 (@ \$522)	11 (@ \$522)	3 (@ \$490)	-	13,476
RCRA ignitables	5 (@ \$36)	-	-	-	180
TPH	-	-	7 (@ \$60)	-	420
BETX	3 (@ \$84)	-	-	-	252

Total number of samples - 99

Total cost of samples - \$22,617

The sample costs shown here are based on a normal 3 to 4 week turnaround time for laboratory analyses. Rapid return rates are 2 times the values shown above.

Additional Information

If you have further questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative. You may wish to read the Federal Uniform Act regulations which describe the acquisition and relocation process in more detail. The Agency has a copy. If a State or local public agency is carrying out the project, you may, of course, contact the Federal agency providing financial assistance for the project.

Agency _____

Address _____

Office Hours _____ Tele. No. _____

Person to Contact _____

June 1988
HUD-1041-CPD (2)

Previous Edition Obsolete



U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development



When a Public Agency Acquires Your Property

Introduction

This booklet describes many of the important features of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). It also gives general information about public acquisition of real estate (real property) that should be useful to you.

Most real property acquisitions by a public agency for a Federal or federally assisted project are covered by the Uniform Act. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

Some General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Furthermore, if the acquisition is covered by the Uniform Act, the owner has additional protections, some of which are explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any question about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and state his professional opinion of its current fair market value in an appraisal report. After the appraiser has completed his work, a review appraiser will check the work to assure that the estimate is fair and the work conforms with professional appraisal standards.

Occasionally, a public project will increase the value of a remaining part which is not acquired by the Agency. Under some eminent domain laws, when this occurs, the amount of the increase in value is deducted from the purchase price the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of similar properties in similar areas.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from a dwelling unit, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II (Uniform Relocation Assistance) of the Uniform Act requires that certain relocation payments and other assistance be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of an activity which is subject to the Uniform Act.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any question about such

assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

In most cases when a public agency acquires real property for public purposes, the property owner may postpone the payment of Federal capital gains taxes on any profit from the sale if he or she reinvests the profit in similar property within a certain replacement period. To take advantage of this right, you should file the details in a statement with your Federal income tax return for the tax year in which you realize the gain.

Internal Revenue Service (IRS) Publication 549 explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid — usually at the time of settlement. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the Uniform Act does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a voluntary agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach a voluntary agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and you should learn the procedures which apply in your case. The Agency should be able to explain these procedures.

In most instances, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less

any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Settlement Costs?

You will be responsible for the payment of the balance on any mortgage on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas, a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce.

Will I Have A Chance To Talk To The Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

When Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What is in The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, an increase in the offer price will be made.



City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

May 2, 1990

Mr. & Mrs. William R. Jarvis, Sr.
& William R. Jarvis, Jr.
c/o Bill's Body Shop
1001 South 3rd
Grand Junction, CO 81501

Dear Messrs. & Mrs. Jarvis:

This is in reference to your approximately 50 acres of property along the Colorado River and the Jarvis #1 Mining Claim, all of which the City of Grand Junction is desirous of obtaining for a riverfront park.

On April 18, 1990, the City Council passed a resolution directing my office to take all appropriate and necessary action to acquire the above property on behalf of the City. Please be advised that the City prefers to acquire property by negotiation with willing sellers whenever possible. However, as a home rule municipality, the City has the power of eminent domain, which it utilizes when necessary.

It is our hope that we will be able to arrive at a mutually acceptable agreement with you for the purchase of your property. However, if we are unsuccessful in reaching such a resolution, I will have no recourse but to recommend acquisition through condemnation proceedings.

Very truly,

A handwritten signature in cursive script, appearing to read "Dan E. Wilson".

Dan E. Wilson
City Attorney

DEW:jj

Jarvis file

SUPPLEMENTAL AGREEMENT

This supplemental agreement entered into this 2 day of August 1990 between the City of Grand Junction, Colorado, a home rule municipality, (City) and William R. Jarvis Jr., Betty Lou Jarvis, William R. Jarvis Sr. and American Auto Salvage LTD. (Jarvis, Jarvises or Seller) all of the County of Mesa of the State of Colorado and the Trust for Public Land, a non profit California public benefit corporation (TPL). The parties herein and hereby agree as follows:

1. That, by consent of all of the parties and in consideration of the promises herein contained and in consideration of the City's decision to proceed with the purchase, pursuant to the CONTRACT TO PURCHASE REAL PROPERTY, said contract is hereby supplemented and modified in the following respects only;

2. The seller shall be responsible for removal of all asbestos containing materials, compounds or contamination (ACM) which is now known or may be discovered in, on or about the subject property. It is understood and agreed that Jarvis is and shall remain solely liable for removal and remediation of asbestos contamination.

3. Jarvis is and shall remain solely liable to the City, or any assignee in interest, for asbestos contamination occurring on the property. Such liability shall extend to removal and remediation, or the cost thereof, of all asbestos containing materials. It is further understood and agreed that this liability and obligation shall continue in force for the duration of the United States Department of Energy (DOE) mill tailing remediation project on the subject property. Any and all asbestos containing materials or contamination discovered during the DOE mill tailings remediation project or otherwise discovered shall remain the removal and disposal responsibility of Jarvis. However, Jarvis shall not be liable for removal of asbestos or any other material buried in the area of the landfill operated by the City, referred to in paragraph 23 of the Contract to Purchase Real Property.

4. Jarvis shall provide written notice of performance of the obligations hereunder not less than four weeks prior to completion of the DOE mill tailings remediation. The City, or its assignee in interest together with a representative from the Colorado Department of Health or the Environmental Protection Agency or an environmental auditor or health physicist designated by the City shall determine the acceptability of performance. Upon full and final acceptance the City, or an assignee in interest, shall execute an acceptance and release. Upon such release, Jarvis' obligations to remove asbestos shall be satisfied and Jarvises shall have no further liability under this supplemental agreement.

The City, and its representatives, shall not unreasonably withhold the acceptance and release. In the event that Jarvises believe the City and its representatives are unreasonably withholding the acceptance and release, Jarvises may retain their own representative who shall submit his or her recommendations. If the representatives of the parties cannot then agree on the asbestos removal actions needed to make the property acceptable, they shall appoint a third evaluator and the three evaluators shall render a majority opinion, which shall then be accepted by the parties. The parties shall share equally in the cost of the third evaluator.

5. Jarvis agrees to indemnify and hold harmless the City, or any assignee in interest and their employees from any and all claims, damages, losses or expenses including litigation fees and costs that may result from enforcement of these provisions. Such indemnification shall include personal injury, property damage or violations of State or federal law(s).

6. The provisions of this supplemental agreement shall survive the closing and transfer of title and shall be enforceable in law and equity.

CITY OF GRAND JUNCTION

Mark K. Achen 8/2/90
Mark K. Achen date

William R. Jarvis 8/2/90
William R. Jarvis date

William R. Jarvis Jr. 2 Aug 90
William R. Jarvis Jr. date

Betty Lou Jarvis 8/2/90
Betty Lou Jarvis date

Bill Jarvis Inc. dba
American Auto Salvage LTD. date

Garrett

Policy of Title Insurance

ISSUED BY

TRANSAMERICA TITLE INSURANCE COMPANY

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

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

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

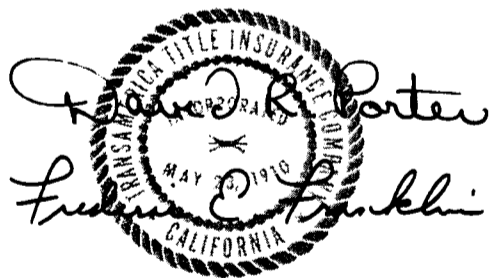
In Witness Whereof, Transamerica Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Transamerica Title Insurance Company

Countersigned:

By *G. Oleg Williams*
AUTHORIZED SIGNATORY

By



Richard R. Porter President

By

Frederic E. Franklin Secretary



SCHEDULE A

Policy No. AGO-171710

Amount of Insurance \$ 2,025,000.00

Order No. 888944

Date of Policy October 8, 1990 at 7:00 A.M.

Sheet 1 of 7

1. Name of Insured:

THE CITY OF GRAND JUNCTION, a municipal corporation

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

IN FEE SIMPLE

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

THE CITY OF GRAND JUNCTION, a municipal corporation

SCHEDULE A—Continued

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

PARCEL NO. 1:

Those parts of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, Township 1 South, Range 1 West of the Ute Meridian described as follows:

Beginning at the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 23, thence South 89°58'32" East along the North line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 1196.79 feet to the westerly right-of-way line of the Denver & Rio Grande Western Railroad; thence along the arc of a 1045.92 foot radius curve to the right on said Railroad right-of-way, a distance of 735.43 feet (the chord of said curve bears S 02°48'03" W 720.38 feet); thence continuing along said right-of-way South 22°56'40" West 480.0 feet to the Colorado River; thence North 60°00'30" West 185.59 feet; thence North 55°06'00" West 995.00 feet to the West line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence North 49°49'00" West 187.90 feet; thence North 47°20'00" West 189.00 feet; thence North 65°13'00" West 115.00 feet; thence North 85°21'00" West 69.00 feet; thence North 51°58'00" West 319.90 feet to the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22; thence South 89°58'50" East along the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 710.00 feet to the point of beginning.

PARCEL NO.2:

That part of Lot 1 in Section 22, Township 1 South, Range 1 West of the Ute Meridian described as follows:
Beginning at a point on the North line of said Section 22, whence the Northeast corner of said Section 22 bears South 89°57'48" East 874.85 feet; thence South 00°12'34" West 310.00 feet; thence South 89°57'48" East 175.00 feet; thence South 00°12'34" West 60.00 feet; thence South 89°57'48" East 5.00 feet; thence South 00°12'34" West 158.00 feet; thence South 89°57'48" East 249.85 feet; thence South 00°12'34" West 792.12 feet to the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 22; thence North 89°58'50" West 265.00 feet along the South line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the Colorado River; thence North 57°05'51" West 719.03 feet to the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence North 00°19'27" East 930.00 feet along the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the Northwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence South 89°57'48" East 438.41 feet along the North line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of beginning.

(Continued on the next sheet)

SCHEDULE A—Continued

EXCEPT the following described tract of land lying in PARCEL NO. 1, more particularly described as follows:

Beginning at a point in the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23, Township 1 South, Range 1 West of the Ute Meridian 502 feet East from the Northwest corner of said sub-division; thence East along said North line 275 feet; thence 90° right 25 feet; thence 90° right 275 feet; thence 90° right 25 feet to the point of beginning, said tract being vested in The Denver and Rio Grande Western Railroad Company by virtue of Warranty Deed recorded May 25, 1937 in Book 274 at Page 433.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
6. Reservation of the right of way of the Denver and Rio Grande and the Denver South Park and Pacific Rail Road as reserved in United States Patent recorded August 4, 1893 in Book 7 at Page 517.
(Affects Parcel No. 1)
7. Easement granted to the City of Grand Junction by Lizzie P. Fennell and Merle Nielsen in instrument recorded December 13, 1957 in Book 723 at Page 301, a copy of which is attached hereto. (Affects Parcel No. 1)
8. Easement granted to the City of Grand Junction by Lillian W. Jarvis in instrument recorded December 13, 1957 in Book 723 at Page 304, a copy of which is attached hereto. (Affects Parcel No. 1)
9. Right of way Agreement between William R. Jarvis and the City of Grand Junction recorded March 28, 1972 in Book 973 at Page 993, a copy of which is attached hereto. (Affects Parcel No. 1)
10. Right of way 200 feet wide across S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 23, T.1S. R.1W. U.M. as set forth in Amended Order regarding the Grand Junction Rural Fire Protection District, a copy of which is attached hereto.
(Affects Parcel No. 1)
11. Power of Attorney and Sewerage Service Agreement between Wm. R. Jarvis and City of Grand Junction recorded December 22, 1977 in Book 1131 at Page 651, a copy of which is attached hereto.
(Affects Parcel No. 1)
12. Utility easement granted to Public Service Company of Colorado by instrument recorded March 16, 1978 in Book 1141 at Page 92, a copy of which is attached hereto. (Affects Parcel No. 1)

(Continued on the next sheet)

SCHEDULE B—Continued

13. Utility easement granted to Public Service Company of Colorado by instrument recorded April 13, 1978 in Book 1144 at Page 585, a copy of which is attached hereto.
14. Terms and conditions of Resolution No. MCM 88-30 of the Mesa County Planning Department regarding Uranium Tailings Remedial Action Project as set forth in instrument recorded June 8, 1989 in Book 1745 at Page 618.
15. Reservation of right of proprietor of a vein or lode to extract and remove his ore in United States Patent recorded June 3, 1904 in Book 70 at Page 178. (Affects Parcels Nos. 2 and 3)
16. Reservation of right of way for ditches or canals constructed by the authority of the United States in United States Patent recorded June 3, 1904 in Book 70 at Page 178. (Affects Parcels 2 and 3)
17. Easement granted to the City of Grand Junction by Piney Seals in instrument recorded December 12, 1957 in Book 723 at Page 303, a copy of which is attached hereto. (Affects Parcel No. 1)
18. Right of way granted to Public Service Company of Colorado by instrument recorded March 5, 1956 in Book 678 at page 192 to construct, reconstruct, operate and maintain its electric transmission lines with all poles, towers, cross arms, cables, wires, etc. used or useful in operation of said lines through and along a course as said lines may be hereafter constructed in, through, over or across a portion of NE $\frac{1}{4}$ Sec. 22, T1S R1W. U. M. the approximate centerline of said easement is described as follows: A right of way 30 feet in width, 15 feet on each side of a centerline Beginning at a point on the N boundary of the property of grantor coincident with the S boundary of O'Boyle Subdivision 1150 feet W and 528 feet S of the NE corner of said Sec. 22, thence S 40°57'13" E 345 feet to a point; thence S 36°32'13" E 617 feet; thence S 89° 37'43" E 614 feet more or less to E boundary of said NE $\frac{1}{4}$ Sec. 22. Together with right of ingress and egress over said premises.
19. Right of way granted to Public Service Company of Colorado by instrument recorded March 5, 1956 in Book 678 at page 255 to construct, reconstruct, operate and maintain its electric transmission lines with all poles, towers, cross arms, cables, wires, used or useful in operation of said lines through and along a course as said lines may be hereafter constructed in, through, over or across a portion of NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 22, T1S. R1W. U M. the approximate centerline of said easement is described as follows: A right of way 30 feet in width, 15 feet on each side of a centerline Beginning at a point on the W boundary and 332 feet S of the NW corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 22, thence S 40°57'13" E 260 feet more or less to the S boundary of the property of the Grantor. Together with right of ingress and egress.

20. Easement granted to City of Grand Junction by instrument recorded September 9, 1957 in Book 718 at page 62, for purpose of constructing, operating and maintaining a sewer line and water line through and under Beginning at a point which bears S 65°34' W 1278 feet from NE corner of Sec. 22, T1S. R1W. U. M. thence S 46°08' E 372 feet, thence S 36°33' E 669.3 feet to the S boundary line of Lot 1 Sec. 22, T1S. R1W. U. M. the width of said right of way to be 20 feet each side of above described line for construction and 7.5 feet each side of described line for a permanent maintenance easement.
21. Easement granted to City of Grand Junction by instrument recorded September 27, 1957 in Book 719 at page 287 for purpose of constructing, operating and maintaining a sewer line and water line through and under Beginning at a point on the S boundary of the Grand Junction City Limit which bears S 89°58' W 1165.53 feet from the NE corner of Sec. 22, T1S. R1W. U. M. thence S 00°12' W 528 feet to a point on the S property line. The width of said right of way to be 20 feet each side of above described line for construction and 7.5 feet each side of described line for a permanent maintenance easement.
22. Right of way or easement granted to City of Grand Junction by instrument recorded May 26, 1961 in Book 804 at page 91 as set forth on the sheet attached hereto.

Right of way granted to City of Grand Junction by instrument recorded June 13, 1961 in Book 805 at page 14, as set forth on the sheet attached hereto.
23. Easement granted to City of Grand Junction by instrument recorded February 11, 1970 in Book 943 at page 581, as set forth on the sheet attached hereto.
24. Easement and right of way for sewer of the D & R G W Railroad Company extending across said land conveyed from the NE portion to the SW corner thereof, as described in instrument recorded January 5, 1959 in Book 747 at page 491, as set forth on the sheet attached hereto.
25. Any and all Streets as shown on the Plat of O'Boyles Subdivision.
26. Any rights, interest or easements in favor of the United States, the State of Colorado or the public, which exist or are claimed to exist in and over the present and past bed, banks or waters of Colorado River.

(Continued on the next sheet)

SCHEDULE B—Continued

27. Easement granted to Public Sevice Company of Colorado by instrument recorded June 30, 1988 in Book 1699 at Page 739, a copy of which is attached hereto.
28. Right of way for all existing roads.
29. Highway over the South 50 feet of Lot 1 in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, Township 1 South, Range 1 West of the Ute Meridian as conveyed to County of Mesa, State of Colorado by instrument recorded September 22, 1958 in Book 741 at Page 138.
30. Deed of Trust from The City of Grand Junction to the Public Trustee of Mesa County, Colorado, for the use of William R. Jarvis, Betty Lou Jarvis and William R. Jarvis, Jr., to secure \$875,000.00, dated October 4, 1990 and recorded October 5, 1990 in Book 1808 at Page 65.
31. Lease with Tom E. Rhoades dated May 1, 1989.
32. Lease with William R. Jarvis, Jr. dated October 4, 1990.

57448

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That LIZZIE P. FENNELL and MERIE NIELSEN, for themselves, their heirs, personal representatives and assigns, do hereby give, grant and convey unto the CITY OF GRAND JUNCTION, a Colorado Municipal Corporation, its successors and assigns, an easement for the purpose of constructing, operating and maintaining a sewer line and water line through and under the following described property situate in the City of Grand Junction, County of Mesa and State of Colorado, to wit:

708 052
723-301
9 6 1957

JUL 13 1957

Beginning at a point on the West boundary line which bears S. 29° 46' W., 752 feet plus or minus from the NE corner of the SW 1/4, Section 23, T. 1 S., R. 1 W.; thence S. 46° 04' E., 237.2 feet to the East boundary line which is also the West Right-of-Way line of the D & M W Railroad; The width of said Right-of-way to be 20 feet each side of above described line for construction and 7.5 feet each side of described line for a permanent maintenance easement.

IN WITNESS WHEREOF, we have executed this Easement

this _____ day of June, 1957.

Lizzie P. Fennell Merie Nielsen

STATE OF COLORADO)
) SS.
COUNTY OF M E S A)

The foregoing instrument was acknowledged before me on this _____ day of June, 1957 by LIZZIE P. FENNELL and MERIE NIELSEN.

My Commission Expires: _____

Notary Public



58711

E A S E M E N T

AND ALL MEN BY THESE PRESENTS:

That LILLIAN W. JARVIS, for herself, her heirs, personal representatives and assigns, does hereby give, grant and convey unto the CITY OF GRAND JUNCTION, a Colorado Municipal Corporation, its successors and assigns, an easement for the purpose of constructing, operating and maintaining a sewer line and water line through and under the following described property situate in the City of Grand Junction, County of Mesa and State of Colorado, to wit:

105491
123-304
9:00 AM

DEC 1 1957

Beginning at a point on the West boundary of the SW¹/₄ Section 23, T. 1 S., R. 1 W., U.M., which bears S. 00° 01' W., 257.40 feet from the North West Corner of SW¹/₄ Section 23, T. 1 S., R. 1 W., U.M.; Thence S. 75° 33' E., 309.25 feet, thence S. 64° 13' E., 185.6 to an existing 8" woven wire fence. The width of said Right-of-way to be 20 feet each side of above described line for construction and 7.5 feet each side of described line for a permanent maintenance easement.

IN WITNESS WHEREOF, I have executed this Easement this 29 day of June, 1957.

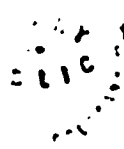
Lillian W. Jarvis
Lillian W. Jarvis

STATE OF COLORADO)
) SS.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me on this 29 day of June, 1957, by Lillian W. Jarvis.

My Commission Expires:

My Commission expires August 18, 1958



Detia L. Garrison
Notary Public

557712

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That LILLIAN W. JARVIS, for herself, her heirs, personal representatives and assigns, does hereby give, grant and convey unto the CITY OF GRAND JUNCTION, a Colorado Municipal Corporation, its successors and assigns, an easement for the purpose of constructing, operating and maintaining a sewer line and water line through and under the following described property situate in the City of Grand Junction, County of Mesa and State of Colorado, to wit:

203 442
723 305
9 04 11

Beginning at a point on an existing 8 foot woven wire fence which bears S. 48° 10' E., 626 1/2 feet from the Northwest Corner of the SW 1/4, Section 23, T. 1 S., R. 1 W., U. M.; Thence S. 65° 13' E., 495 feet parallel to and 7.5' North of an existing 8 foot woven wire fence; thence S. 46° 04' E., 39.5 feet to the East property line. All existing fences and improvements disturbed shall be restored to a condition equal to that at the time construction begins. The width of said right-of-way shall be 7.5 feet right and South of, and 32.5 feet left and North of said described line for construction and 7.5 feet each side of described line for a permanent maintenance easement.

UG 1 6 1957

IN WITNESS WHEREOF, I have executed this Easement this 12th day of June, 1957.

Lillian W. Jarvis
Lillian W. Jarvis

STATE OF COLORADO)
) SS.
COUNTY OF M E S A)

The foregoing instrument was acknowledged before me on this 12th day of June, 1957, by Lillian W. Jarvis.

My Commission Expires: Nov 3, 1958

Walter C. Doolen
Notary Public

State of Colorado) Recorded at 4:11 o'clock P.M. on 2/25/72
County of Mesa) ss. Reception No. 70-21843 *James M. Hansen* Record 409

RIGHT-OF-WAY AGREEMENT

973 993

THAT ~~William R. Jarvis and Betty L. Jarvis~~ of the County of Mesa, State of Colorado, herein called Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Grand Junction, a municipal corporation existing under and by virtue of the laws of the State of Colorado, herein called Grantee, a right-of-way to locate, place, construct, operate, repair and maintain an underground sanitary sewer pipe line over, on, across, and under the following described lands, to wit:

A permanent sanitary sewer easement and right-of-way twenty (20) feet in width, ten (10) feet on each side of centerlines described as follows:

19715

Beginning at a point on the east line of the NE 1/4 SE 1/4 NE 1/4 of Section 22, T1S, R1W, 230 feet south of the NE corner of said NE 1/4 SE 1/4 NE 1/4; thence northwesterly 522.6 feet, more or less, to a point on the north line of said NE 1/4 SE 1/4 NE 1/4, which point is 469.3 feet, more or less, west of the NE corner of said NE 1/4 SE 1/4 NE 1/4 and except that portion which lies within the north 232 feet of the east 70 feet of said NE 1/4 SE 1/4 NE 1/4.

ALSO:

Beginning at a point on the east line of the SE 1/4 NE 1/4 Section 22, T1S, R1W, 230 feet south of the NE corner of said SE 1/4 NE 1/4; thence northwesterly 77.6 feet, more or less, to a point 196.6 feet, more or less, south of the north line of said SE 1/4 NE 1/4.

ALSO:

Referring to the point of intersection of the north line of the SW 1/4 NW 1/4 of Section 23, T1S, R1W and the West right-of-way line of the Denver and Rio Grande Western Railroad; thence S7°47'E, 369 feet, more or less, to a point on said right-of-way line; thence S15°02'W, 501.5 feet, more or less, to a point on said right-of-way line, said point being the point of beginning of description, thence northwesterly 1,339.6 feet, more or less, to a point on the west line of said SW 1/4 NW 1/4, which point is 230 feet South of the NW corner of said SW 1/4 NW 1/4.

Said pipe line shall be placed underground and upon completion, grantor shall have the right to make any use of the above described property Grantor deems desirable so long as it in no way interferes with the operation, repair, and maintenance of said pipe line.

IN WITNESS WHEREOF the owners have hereunto set their hands seal this 25th day of February, A.D., 1972.

James M. Hansen
Notary Public

MISS 911872

City of Grand Junction
City Clerk
City of Grand Junction, Colorado

700 201
700 205

IN THE DISTRICT COURT IN AND FOR THE
COUNTY OF MESA AND STATE OF COLORADO

No. 7097

IN THE MATTER OF A PETITION OF OWNERS OF PROPERTY FOR INCLUSION IN THE GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT)
AMENDED ORDER)

THE ATTENTION of the Court having been called to its Order in this action dated August 20, 1975, for the inclusion of additional territory described therein, that the identity of the owners of said territory was inadvertently omitted so that the record title of all owners of land in the areas described was affected thereby and the Court otherwise being advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Order heretofore entered herein on August 20, 1975, be, and the same hereby is, AMENDED so that the same shall read as follows:

"THIS MATTER having come on for hearing this 20th day of August, 1975, on the petition of the Board of Directors of the Grand Junction Rural Fire Protection District for the inclusion of additional territory within the Grand Junction Rural Fire Protection District, an order of the said Board of Directors granting the petition of The Denver and Rio Grande Western Railroad Company, the owner thereof, petitioning for the inclusion of additional territory in the said District having been filed with the clerk of this court, it appearing that all the requirements of 1973 CRS §32-5-322 for the inclusion of additional territory in the said District have been met, and the court being fully advised in the premises;

"IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the following described property owned by said owner and situate in Mesa County, Colorado, be included within the boundaries of the Grand Junction Rural Fire Protection District, to-wit: (all references are to the Meridian)

"Right of way 100' wide across N $\frac{1}{2}$ Sec 17; irregular tracts of land cont. 31.69 acres m/l lying S'ly of ROW and being in the N $\frac{1}{2}$ NE $\frac{1}{4}$, the N $\frac{1}{2}$ NW $\frac{1}{4}$ and the S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec 17; Right of Way 100' wide across S $\frac{1}{2}$ NE $\frac{1}{4}$ Sec 18; a triangular tract of ROW with sides 200' and 175' lying within the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 18; Right of Way 100' wide across N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec 18; an irregular tract of land cont. 31.59 acres m/l lying S'ly of ROW in E $\frac{1}{2}$ and W $\frac{1}{2}$ and an irregular tract cont. 8.17 acres lying N'ly of ROW in N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec 18, T1S, R1E.

206121

Time 2:05 Book 1081 Page 469 1117285

SEP 24 1976

"Right of way 100' wide across SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 13, T1S, R1W.

"Right of way 200' wide across SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 15; 100' wide across NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 15; 170' wide across NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 15; 170' wide across S $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 10; 100' wide across N $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 10; 170' wide across SE $\frac{1}{4}$ Sec 9; 170' wide across N $\frac{1}{4}$ Sec 9; an irregular tract of land lying N'ly of ROW cont. 5.194 acres m/l in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 9; Right of Way 170' wide across NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 8; 170' wide across S $\frac{1}{4}$ Sec 5; 170' wide across SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 5; 170' wide across NE $\frac{1}{4}$ Sec 6; 170' wide across NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 6; T1S, R1W.

"Right of Way 170' wide across SW $\frac{1}{4}$ Sec 31, T1N, R1W.

"Right of Way 170' wide across SE $\frac{1}{4}$ Sec 36; 170' wide across SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 36, T1N, R2W.

"Right of Way 200' wide across S $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 23; 200' wide across SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 22; 200' wide across E $\frac{1}{4}$ E $\frac{1}{4}$ Sec 27; 200' wide across W $\frac{1}{4}$ Sec 26; 200' wide across N $\frac{1}{4}$ Sec 35; 200' wide across N $\frac{1}{4}$ and the SE $\frac{1}{4}$ Sec 36, T1S, R1W.

"Right of Way 200' wide across W $\frac{1}{4}$ W $\frac{1}{4}$ Sec 31, T1S, R1E.

"An irregular tract of land lying South-erly of right-of-way in Sec 13, T1S, R1W, described as follows: Beginning approx-imately 850 feet South from East Quarter Corner of said Section, thence South 1780 feet, thence West 3930 feet, thence North 559.7 feet, thence Northeasterly along Southerly right-of-way line 4120 feet to P.O.B., 102.04 acres more or less.

"And that said inclusion be effective the 20 day of August, 1975."

MADE AND ENTERED this 24th day of September, 1976, nunc pro tunc August 20, 1975.

BY THE COURT:

Wm. M. Ela

District Judge

Certified to be a full and correct copy of original in my custody
Dated SEP 25 1976
Clerk
Deputy

POWER OF ATTORNEY
AND
SEWERAGE SERVICE AGREEMENT

WE, (I), Wm R. Jarvis
owner(s) of the real property situate in Mesa County, Colorado,
and described as:

SW4NW4 SEC 23 1S 1W N OF COLO R + W OF R R + ALSO NE4SE4NE4
SEC 22 1S 1W N OF COLO R ALSO Known as 2593 4th Avenue

which property is not presently eligible for annexation to the
City of Grand Junction, but requires connection of the property
to the City's sewerage system.

As consideration for permission to connect to such system,
we (I) do hereby designate and appoint the City Clerk of the City
of Grand Junction, as our Attorney in fact to sign any petition for
annexation, when eligible, of the described land to the City, whethe
for the described land alone or in conjunction with other lands.
Such authority shall be a covenant running with the land, shall be
binding upon our successors in interest and shall not cease upon
the death of either or both of us.

As a further covenant to run with the land, we (I) agree
that in the event a counter-petition to the proposed annexation of
the land is prepared any signature on such petition purporting to
affect the land herein described may be ignored as of no force and
effect by the City under its annexation requirements.

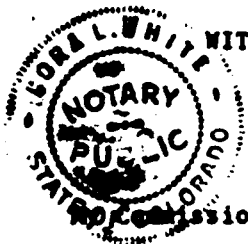
As a further covenant running with the land, it is under-
stood that the City shall have the right, along with suit for
collection of monies owing, to shut off sewerage service for fail-
ure to pay charges when the same are due, requiring payment for all
costs, plus penalties, of such shutting off and opening before
service will be resumed; and, in addition, such charges shall con-
stitute a lien against the property enforceable by appropriate
action.

IN WITNESS WHEREOF, we (I) have hereunto set our (my)
hand(s) and seal(s) this 19 day of December, 1977.

William R. Jarvis

STATE OF COLORADO)
) ss
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this
19 day of December, 1977 by _____
William R. Jarvis



WITNESS my hand and official seal:

Lora L. White
Notary Public

My Commission Expires: Dec 20, 1978

FORM 11-10-1988 Correct:

Carl Barstow R.O.W. Agent

Approved: *[Signature]*

Document No. 87776
Plot No. 839-842
Grid No.

UTILITY EASEMENT

The undersigned Grantor hereby acknowledges receipt of \$ 1.00 (One Dollar) from PUBLIC SERVICE COMPANY OF COLORADO, 590 15th Street, Denver, Colorado 80202, in consideration of which he hereby grants unto said Company, its successors and assigns, an easement to construct, operate and maintain utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across and along a course as said lines may be hereafter constructed in Lot _____ Block _____ Subdivision _____

in the Southwest 1/4 Northwest 1/4 of Section 23 Township 1 South Range 1 West of the 11th Principal Meridian in the City of _____ County of _____ State of Colorado the approximate center line of the easement is described as follows:

MAR 16 1978
J.P.S. A.
1155263

Beginning at a point which bears North 89° 56' East 502 feet and 7.5 (7 1/2) feet South of the Northwest corner of the Southwest 1/4 Northwest 1/4 Section 23, Township 1 South, Range 1 West of the Uta Meridian, thence South 89° 56' West a distance of 703.95 feet to a point of terminus.

Said easement is 15 feet in width.

Together with the right to enter upon said premises, survey, construct, maintain, operate, repair, replace, control and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery, and the right to permit the installation of the facilities of any other company. The Grantor reserves the right to use and occupy said premises for any purpose consistent with the right and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or thereon. Such reservation by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the utility easement granted or to locate any mobile home trailer units thereon. In case of the permanent abandonment of said utility easement all right, privilege and interest granted shall terminate.

The work of installing said lines and related fixtures and devices shall be done with care; the surface along said right-of-way shall be restored substantially to its original level and condition.

"Grantor" shall include the plural and the feminine.

Signed this 6th day of March, 1978.

WITNESSES: _____

GRANTOR Bill Jarvis, Inc.
X William K. Jarvis, Jr., President
X Betty Lou Jarvis, Secretary

Cash
METHOD OF PAYMENT (CASH) VOUCHER NO. _____
W.O.J.O. No. _____
Grand Junction
TOWN
Western
LOCATION 2593 Fourth Avenue

STATE OF COLORADO,)
County _____) ss.

[Notary Seal]
March 19 1978
Bill Jarvis

The foregoing instrument was acknowledged before me this _____ day of _____ 1978 by _____

My _____ and official seal.

[Signature]
Notary Public

* If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

Correct:

Carl Barnkov

Approved: *[Signature]*

Document No. 87776

Plot No. 832-42

Grid No.

UTILITY EASEMENT

The undersigned Grantor hereby acknowledges receipt of \$1.00 (One Dollar) from PUBLIC SERVICE COMPANY OF COLORADO, 560 15th Street, Denver, Colorado 80202, in consideration of which he hereby grants unto said Company, its successors and assigns, an easement to construct, operate and maintain utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across and along a course as said lines may be hereafter constructed in Lot _____ Block _____ Subdivision _____

in the Southwest & North East of Section 23 Township 1 South Range 1 West of the Principal Meridian in the City of Mesa State of Colorado, the approximate center line of the easement is described as follows:

Beginning at a point which bears North 89°56' East 502 feet and 7.5 (7½) feet South of the Northwest corner of the Southwest 1/4 Northwest 1/4 Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence South 89°56' West a distance of 703.95 feet to a point of terminus.

To replace easement recorded in Book 1141 Page 92 improperly signed.

Said easement is 15 feet in width.

Together with the right to enter upon said premises, survey, construct, maintain, operate, repair, replace, control and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery, and the right to permit the installation of the facilities of any other company. The Grantor reserves the right to use and occupy said premises for any purpose consistent with the right and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the utility easement granted or to locate any mobile home trailer units thereon. In case of the permanent abandonment of said utility easement all right, privilege and interest granted shall terminate.

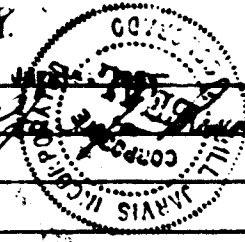
The work of installing said lines and related fixtures and devices shall be done with care; the surface along said right-of-way shall be restored substantially to its original level and condition.

"Grantor" shall include the plural and the feminine.

Signed this 16 day of April, 1978.

WITNESSES: *[Signature]* Secretary

GRANTOR: *[Signature]* President

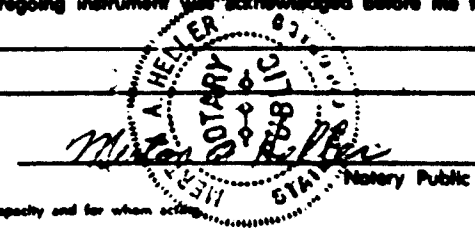


STATE OF COLORADO,)
County of Mesa)

The foregoing instrument was acknowledged before me this

14th day of April, 1978 by

My commission expires Jan 12, 1981
Witness my hand and official seal.



DIVISION - Mesquite TOWN - Grand Junction LOCATION - 2503 Fourth Avenue W.O. JONES C.T.T. METHOD OF PAYMENT (CASH) VOUCHER NO. 1114

1114 13 1978

1114 13 1978

RESOLUTION NO. MCN 88-30
Planning Department No. C11-88

Conditional Use Permit application and Certificate of Designation
for Climax Uranium Mill Tailings Remedial Action Project in an
Industrial and Agricultural Forestry Transition Zone - Climax
Uranium Mill Site - Haul Route, Cheney Reservoir Disposal

WHEREAS, The Department of Energy sought to have a Conditional Use Permit on the following described land situated in the County of Mesa, State of Colorado, to wit:

(See attached)

and

WHEREAS, the hearing before the Board of County Commissioners was held March 8 and March 9, 1988.

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MESA FINDS AS FOLLOWS:

That the hearing before the Board was held after proper notice;

That the staff recommendation was contained in a staff report dated March 4, 1988.

That the Mesa County Planning Commission made recommendations at their public hearing held on March 17, 1988.

That the Department of Energy (D.O.E.) and their agents M. K. Ferguson have applied for a Conditional Use Permit under the County Land Use and Development Code and County Zoning.

That the first public hearing which was a joint Planning Commission and County Commissioners hearing was held on March 8, 1988 at 6:20 P.M. at Two Rivers Plaza and public testimony was heard until after 11:00 P.M. The hearing was then continued to March 9, at 7:00 P.M. at the City County Auditorium. Public testimony was taken at this hearing until approximately 12:30 A.M. At that time the hearing was closed.

That additional written testimony was allowed to be submitted until 5:00 P.M. on Tuesday, March 15. Thirty-four (34) pieces of correspondence were received during that time.

That the Conditional Use Permit is divided into three major components: (1) the mill site, (2) the Cheney Disposal Site and (3) the haul route and method of transportation site.

SAVING

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That PINEY SEALS, for himself, his heirs, personal representatives and assigns, does hereby give, grant and convey unto the CITY OF GRAND JUNCTION, a Colorado Municipal Corporation, its successors and assigns, an easement for the purpose of constructing, operating and maintaining a sewer line and water line through and under the following described property situate in the City of Grand Junction, County of Mesa and State of Colorado, to wit:

783-303
9-22-07

DEC 12 1957

Beginning at a point, on the North boundary of the NE 1/4 SE 1/4 North and East of the Colorado River, which bears West 507.24 feet from the North East corner of SE 1/4 of Section 23, T. 1 S., R. 1 W., 1.4 N.; thence S. 40° 00' E., 105.7 feet; thence S. 75° 13' E., 403.25 feet to the East boundary of NE 1/4 SE 1/4 Section 23, T. 1 S., R. 1 W., 1.4 N.; the width of said Right-of-way to be 20 feet each side of above described line for construction and 7.5 feet each side of the vided line for a permanent maintenance easement.

IN WITNESS WHEREOF, I have executed this Easement this 29th day of July, 1957.

Piney Seals
Piney Seals

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me on this 29th day of July, 1957, by Piney Seals.

My Commission Expires Dec 3 1968

Wm C. [Signature]
Notary Public



EASEMENT

WILLIAM R. JARVIS, SR., BETTY LOU JARVIS
and WILLIAM R. JARVIS, JR.

Approved:

R/W Agent

METHOD OF PAYMENT

NAME OF LINE

Document No.

Grantor, in consideration of Ten Dollars (\$10) and other good and valuable consideration to Grantor in hand paid by PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, 550 15th Street, Denver, Colorado 80202, Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto Grantee, its successors and assigns, a perpetual easement for the transmission, distribution, or both, of electricity and for the transmission of communication signals on, over, under and across the following described premises located in the _____ County of Mesa

State of Colorado, to-wit:

A parcel of land lying in Lot 1 of Section 22, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, more particularly described as follows using bearings of the Colorado Coordinate System, Central Zone:

Commencing at the Southeast corner of Lot 1 of Section 22, whence the Northeast corner of Section 22 bears N.2°07'30"E.; thence N.85°24'51"W. 445.41 feet to the True Point of Beginning; thence N.87°10'56"W. 121.15 feet; thence N.35°25'35"W. 611.84 feet, N.39°02'27"W. 578.74 feet; thence N.2°07'30"E. 91.15 feet; thence S.39°02'27"E. 649.26 feet; thence S.35°25'35"E. 584.63 feet; thence S.87°10'56"E. 91.32 feet; thence S.2°07'30"W. 60.00 feet to the True Point of Beginning. Subject to the right-of-way of the existing road.

Grantor does not have the right to grant public access to the easement area without prior written approval of the Grantee.

In case of permanent abandonment of the easement said easement will revert to the then current owner of the underlying fee interest.

Together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles and other supports of whatever materials; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers and other fixtures, devices and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees, brush and other growth on or overhanging said premises.

No buildings, structures, signs or wells shall be erected, placed or permitted to remain on, under or over said premises. No other objects shall be erected, placed or permitted to remain on, under or over said premises which will or may be an interference with the facilities constructed on said premises or an interference with the exercise of any of the rights herein granted. Non-use or a limited use of this easement shall not prevent Grantee from thereafter making use of this easement to the full extent herein authorized.

Grantee shall exercise the rights herein granted to it with due care, and all damage to the premises occurring hereunder resulting from the failure to exercise due care shall be paid for or repaired at the expense of Grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 11 day of July, 1988

William R. Jarvis, Sr.
WILLIAM R. JARVIS, SR.

Betty Lou Jarvis
BETTY LOU JARVIS
William R. Jarvis, Jr.
WILLIAM R. JARVIS, JR.

STATE OF COLORADO,

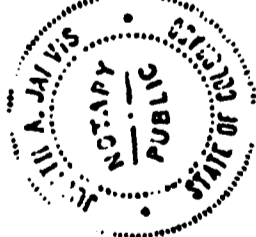
COUNTY OF Mesa

The foregoing instrument was acknowledged before me this 11 day of July

1988 by William R. Jarvis, Betty Lou Jarvis and William R. Jarvis, Jr.

Witness my hand and official seal.

My commission expires July 18, 1989



William R. Jarvis
Notary Public
1176 1/2 1st St. N.E.
Address
Grand, CO, 81523

Book 747 Page 491

Know ALL MEN by THESE PRESENTS, That THE MESTOLO COMPANY

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part for the consideration of One Dollar and other valuable considerations

has hereunto set hand and seal and convey to CLARENCE L. FILES and VIRGIL KENNEDY

of the County of Mesa

and the State of Colorado the following real property, situate in the

County of Mesa and State of Colorado, to-wit:

A tract of land in Lot 1, Section 22, Township 1 South, Range 1 West, Ute Meridian, described as follows: Beginning at a point 975 feet South of the NE corner of Section 22, Township 1 South, Range 1 West, Ute Meridian; thence West 850 feet to the bank of the Colorado River; thence South 38°43' East 388.0 feet; thence East 670 feet; thence North 295 feet to the point of beginning; containing 5 acres. EXCEPT AND RESERVING to First Party one-half of all oil, gas and mineral rights, together with the right to explore for and develop the same, together with the necessary ingress and egress to effectuate such reservation.

Together with an easement for road purposes over the following described tract: Beginning at a point 445 feet West and 318 feet South of the NE corner of the said Section 22; thence East 100 feet; thence South 665 feet; thence West 50 feet; thence North 605 feet; thence West 50 feet; thence North 60 feet to the point of beginning;

Subject to easement and right of way for cover of the D & R G W Railroad Company extending across said land conveyed from the NE portion to the SW corner thereof; also subject to easement and right of way for cover line heretofore conveyed to the City of Grand Junction, Colorado and right of way and easement for electric power line heretofore conveyed to the Public Service Company of Colorado.

with all its appurtenances, and warrant the title to the same, subject to



JAN 5 1939

Witness my hand and seal this 15th day of August, A D 1937

Attest:

THE MESTOLO COMPANY

Howard H. McHallin
President

Secretary

STATE OF COLORADO,

County of Mesa

The foregoing instrument was acknowledged before me this 15th day of August

1937 by Howard H. McHallin President and

O. E. Daniels Secretary of

The Mestolo Company a corporation.

My notarial commission expires August 6, 1939

Witness my hand and official seal.

Delroy A. Carpenter
Notary Public

Virgil Lee Scamahorn and Margaret Scamahorn

whose address is

County of Mesa, and State of

Colorado, for the consideration of Ten dollars and other valuable considerations 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

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

An easement for construction and maintenance of a sanitary sewer line over and across a part of the following described tract:

Beginning at the northwest corner of the northeast quarter of the northeast quarter Section 22 Township One South of Range One West of the Ute Meridian, thence east 80 rods, thence south 32 rods, thence west 40 rods, thence north to the point of beginning.

Said easement being more fully described as:

Beginning at a point on the west line of above tract which point is 50 feet north of the southwest corner said tract, thence north 50 feet along said west line, thence southeasterly to a point on the south line said tract which point is 100 feet east of the southwest corner said tract, thence west along said south line 50 feet, thence northwesterly to the point of beginning.

with all its appurtenances

Signed this 5th day of February, 1970

Virgil Lee Scamahorn
Margaret Scamahorn

STATE OF COLORADO,

County of Mesa

The foregoing instrument was acknowledged before me this 5th day of February, 1970, by Virgil Lee Scamahorn and Margaret Scamahorn



My commission expires April 1, 1971

Henry B. ...

17651405

Time: 9:58 Book: 943 page 581 4983756

FEB 11 1970

Recorded at _____
Receipts No. _____

THIS DEED, Made this 7th day of June in the year of our Lord one thousand nine hundred and Sixty-one, between THE WESTCOLD COMPANY, a Colorado corporation a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and

THE CITY OF GRAND JUNCTION

of the County of Mesa State of Colorado of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of

TEN DOLLARS and other valuable consideration

to the said party of the first part in hand paid by the said party of the second part, the said party of the second part hereby released and acknowledged, both released, released, sold, conveyed and QUIT CLAIM unto the said party of the first part, with death release, release, sell, convey and QUIT CLAIM unto the said party of the first part, all the right, title, interest, claim and demand which the said party of the second part has and to the following described

A right of way 60 feet in width for street and utility purposes, the Center line of said right of way being described as follows:

Beginning at a point 1815 feet west of the Northeast corner of Section 22, Township 1 South, Range 1 West of the 6th Meridian, Mesa County, Colorado, thence Southwesterly to a point 499 feet South and 1341 feet West of said Northeast corner, thence Southeasterly to a point 356 feet South and 1283 feet West of said Northeast corner, thence Southeasterly to a point 616 feet South and 1101 feet West of said Northeast corner, thence Southeasterly to a point 705 feet South and 891 feet West of said Northeast corner, thence Southeasterly to a point 975 feet South and 815 feet West of said Northeast corner.

Book 805 Page 14

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and profits thereunto appertaining, and all the estate, right, title, interest and claim whatsoever which the said party of the second part, either in law or equity, to the only proper use, benefit and behoof of the said party of the first part, unto the said party of the first part, heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be subscribed to this instrument by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, and the said party of the second part above written

THE WESTCOLD COMPANY, a Colorado Corporation

H. E. Daniels

H. H. McMullin

STATE OF COLORADO,
County of Mesa

This instrument was acknowledged before me this 13th day of June

H. H. McMullin

Harold E. Daniels

THE WESTCOLD COMPANY,

Harold E. Daniels

93063

703756
A-5-14

JUN 13 1961

45713

ARTIE N. DUNSTON
RECORDER'S STAMP

KNOW ALL MEN BY THESE PRESENTS, That I,
VIRGIL LEE SCAMAHORN MARGARET SCAMAHORN

of the County of Mesa
and State of Colorado, for the consideration of
ONE (\$1.00) and other valuable considerations, in hand
paid, hereby sell and quit claim to
CITY OF GRAND JUNCTION, a municipal
corporation

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

for purposes of road and utility right of way across the Southwest
corner of the following described tract:

beginning at the Northwest corner of the NE 1/4 of the NE 1/4 of Section 22
Township One South Range One West of the Ute Meridian thence East 40
feet thence South 32 rods thence West 40 rods thence North 32 rods to
point of beginning.

and right of way described as beginning at the Southwest corner of
the above described tract thence North along West line said tract
to East thence Southeasterly to a point on the South line said tract
which point is 50 feet East of the point of beginning thence West 50
feet to the point of beginning.

Witness my hand and seal
this 26th day of May
1961

Virgil Lee Scamahorn [REAL]
Margaret Scamahorn [REAL]

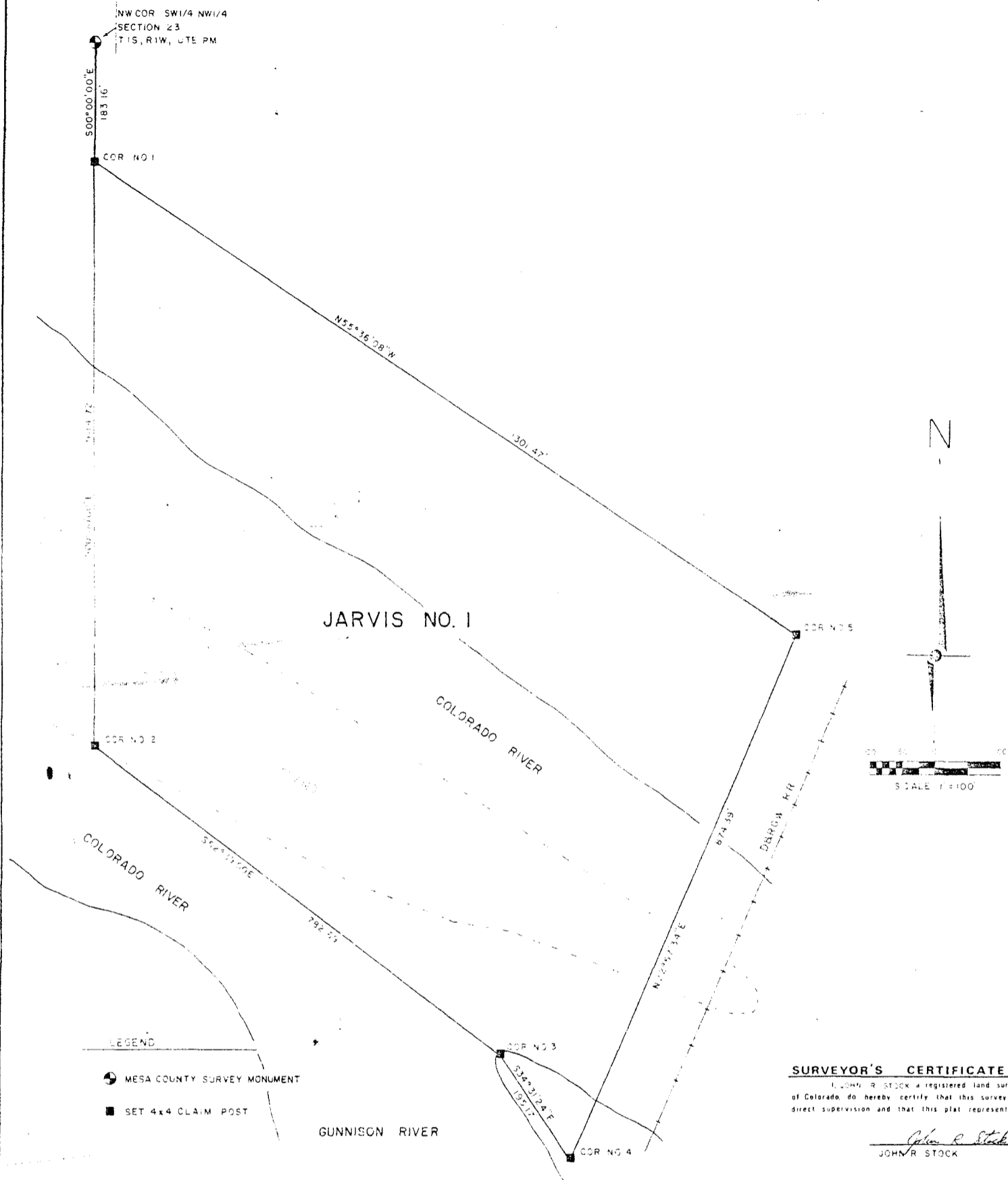
WITNESSETH my hand and seal
this 26th day of May
1961

26th day of May
Witness my hand and official seal.
Donald H. Williams Jr.
Recorder



NOTICE: This document is a true and correct copy of the original as recorded in the public records of the State of Colorado, and is subject to the provisions of the Colorado Public Records Act, C.R.S. 24-71-101, et seq. The original document is on file in the office of the Recorder of Deeds, County of Mesa, Colorado.

SEC. 23 T.1S., R.1W., UTE P.M.



NW COR SW1/4 NW1/4
SECTION 23
T.1S., R.1W., UTE P.M.

S00°00'00"E
183.16'

COR NO 1

N55°36'09"W

1301.42'

JARVIS NO. 1

COLORADO RIVER

COR NO 5

COR NO 2

COLORADO RIVER

S52°11'50"E

792.73'

COR NO 3

GUNNISON RIVER

COR NO 4

S34°21'24"E
1057.17'

N42°27'34"E

674.35'

DISHON RTR

N

SCALE 1"=100'

LEGEND

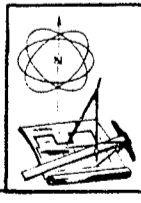
- MESA COUNTY SURVEY MONUMENT
- SET 4x4 CLAIM POST

SURVEYOR'S CERTIFICATE

I, JOHN R. STOCK, a registered land surveyor in the State of Colorado, do hereby certify that this survey was made under my direct supervision and that this plat represents said survey.

John R. Stock
JOHN R. STOCK LS 12930

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within six years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



ARMSTRONG ENGINEERS and ASSOCIATES, II ENGINEERING • SURVEYING • SOILS AND CONCRETE TEST 861 ROOD AVENUE - GRAND JUNCTION, COLORADO 81501 - (303) 245-	
SCALE: 1"=100'	MR. BILL JARVIS
DATE: 4/28/80	JARVIS NO. 1 - PLACER CLAIM
DRAWN BY: M.W.D.	
CHECKED BY: JRS	JOB NUM: 80279
DATE OF SURVEY: 4/1/80	SHEET 1 of 1

JAN 24 1990