

WFW03BWY

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

PURPOSE: REDLANDS FIRE STATION - NO. 5

NAME OF AGENCY OR CONTRACTOR: WESTGATE FREE WILL BAPTIST CHURCH

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK):
2155 BROADWAY - ALL OF LOT 2 OF R.C. JONES SUBDIVISION AND
THE EAST 10.00 FEET OF LOTS 7, 8 AND 9 OF SHADOW MOUNTAIN
SUBDIVISION

PARCEL #: 2947-231-17-944

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SCHEDULE "A"

A certain parcel of land being a portion of Lots 2 and 3, Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian, lying within the East half (E 1/2) of said Section 23, State of Colorado, County of Mesa, being more particularly described as follows:

All of Lot 2 of R.C. JONES SUBDIVISION, as same is recorded in Plat Book 13, Page 400, public records of Mesa County, Colorado, and the East 10.00 feet of Lots 7, 8 and 9, SHADOW MOUNTAIN SUBDIVISION, as same is recorded in Plat Book 9, Page 175, public records of Mesa County, Colorado;
 TOGETHER WITH the following described parcel of land:
 Commencing at the North Quarter corner of said Section 23, being a Mesa County Survey Monument #S105, and assuming the line from the North Quarter corner of said Section 23 to the South Quarter corner of said Section 23, being a 1914 BLM Brass Cap, bears South 00°31'12" East 5304.51 feet, with all other bearings contained herein being relative thereto; thence from said Point of Commencement, South 00°31'12" East along said line, a distance of 2231.29 feet to a point intersecting the South right of way for Colorado Highway No. 340 from which a Department of Highways unstamped brass disc in a tapered concrete monument (ROW Marker for Sta. 239+00.00) bears North 58°58'50" West a distance of 567.97 feet and from said intersection point a Department of Highway unstamped brass disc in a tapered concrete monument (ROW Marker for Sta. 218+00.50) bears South 58°58'50" East a distance of 1,531.53 feet;
 thence South 58°58'50" East along the South right of way for Colorado Highway No. 340, as monumented, a distance of 266.67 feet to a point being the intersection of the East line of said Lot 2 of R.C. Jones Subdivision with the South right of way for said Colorado Highway No. 340, being the POINT OF BEGINNING;
 thence from said Point of Beginning, continue South 58°58'50" East along said South right of way a distance of 262.80 feet, more or less, to an intersection with the West line of that certain parcel of land identified with Mesa County Parcel No. 2947-234-00-031 as described in Book 1736, Page 804, public records of Mesa County, Colorado;
 thence South 31°05'59" West along the West line of four (4) parcels of land having parcel numbers 2947-234-00-031, 2947-234-00-025, 2947-234-00-026 and 2947-234-00-085 as described in Book 1736, Page 804, Book 1718, Page 465, Book 2146, Page 410 and Book 2343, Page 688, all within the public records of Mesa County, Colorado;
 thence North 74°34'08" West along the North line of that certain parcel of land having parcel number 2947-234-00-020, as described in Book 3203, Page 339, public records of Mesa County, Colorado, a distance of 40.80 feet;
 thence North 54°43'01" West along said North line, a distance of 44.93 feet, more or less, to its intersection with the East line of Lot 7, Shadow Mountain Subdivision;
 thence North 00°07'40" East along the East line of said Lot 7, a distance of 40.49 feet, more or less, to a point being the Southerly corner of said Lot 2, R.C. Jones Subdivision, being a 5/8" Iron Rod with an aluminum cap stamped with Colorado Professional Land Surveyor Number 10097;
 thence North 15°33'00" East along the East line of said Lot 2, R.C. Jones Subdivision, a distance of 588.97 feet, more or less, to the Point of Beginning.

RECORDER NOTE: POOR QUALITY DOCUMENT PROVIDED FOR REVISION WHICH

BR



BRAY & CO.
GMAC REAL ESTATE
 1015 N. 7th Street, Grand Junction, CO 81501

The printed portions of this form, except (*italicized*) (*differentiated*) additions, have been approved by the Colorado Real Estate Commission.
 (AE41-9-00)

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

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: June 17, 2003

RE: Contract dated January 06, 2003 between
 City of Grand Junction, a Colorado Home Rule Municipality

(Buyer) and
 Westgate Free Will Baptist Church

(Seller), relating to the sale and purchase of the following described real estate in the County of Mesa, Colorado:
Lengthy Metes and Bounds Legal Description
 known as No. _____
2155 Broadway, Grand Junction, Colorado 81503-4004
 Street Address City State Zip _____, (Property).

Buyer and Seller hereby agree to amend the aforesaid contract as follows:
 § 2c. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 5a	Loan Application Deadline	n/a
2	§ 5b	Loan Commitment Deadline	n/a
3	§ 5c	Buyer's Credit Information Deadline	n/a
4	§ 5c	Disapproval of Buyer's Credit Deadline	n/a
5	§ 5d	Existing Loan Documents Deadline	n/a
6	§ 5d	Objection to Existing Loan Deadline	n/a
7	§ 5d	Approval of Loan Transfer Deadline	n/a
8	§ 6a	Appraisal Deadline	n/a
9	§ 7a	Title Deadline	n/a
10	§ 7a	Survey Deadline	n/a
11	§ 7b	Document Request Deadline	n/a
12	§ 7c, § 8a	Governing Documents & Title Objection Deadline	n/a
13	§ 8b	Off-Record Matters Deadline	n/a
14	§ 8b	Off-Record Matters Objection Deadline	n/a
15	§ 8e	Right Of First Refusal Deadline	n/a
16	§ 10	Seller's Property Disclosure Deadline	n/a
17	§ 10a	Inspection Objection Deadline	n/a
18	§ 10b	Resolution Deadline	n/a
19	§ 11	Closing Date	August 14, 2003
20	§ 16	Possession Date	August 14, 2003
21	§ 16	Possession Time	n/a
22	§ 28	Acceptance Deadline Date	n/a
23	§ 28	Acceptance Deadline Time	n/a
n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a

Other dates or deadlines set forth in said contract shall be changed as follows:
n/a

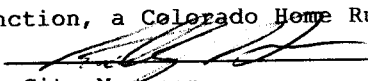
Additional amendments:
 The Closing Date and Possession Date are being changed to allow for the completion of the quiet title action required to correct discrepancies in the legal description.
 All other terms and conditions of said contract shall remain the same.

This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of acceptance on or before June 27, 2003 5:00 p.m.
 Date Time

Westgate Free Will Baptist Church
 SELLER'S SIGNATURE Bobby C. Lewis, Jr DATE 6/18/03
 By: Bobby C. Lewis, Jr

City of Grand Junction, a Colorado Home Rule Municipality

BUYER'S SIGNATURE



DATE

6/23/03

By: Kelly Arnold, City Manager

PREPARED BY AGENT: Ted L. Albright, Broker Associate

No. AE41-1-00 AGREEMENT TO AMEND/EXTEND CONTRACT. Colorado Real Estate Commission

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06/18/03 09:11:07



BRAY & CO.
GMAC REAL ESTATE
 1015 N. 7th Street, Grand Junction, CO 81501

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

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: April 30, 2003

RE: Contract dated January 13, 2003 between
 The City of Grand Junction, a Colorado Home Rule Municipality

(Buyer) and
 Westgate Free Will Baptist Church

(Seller), relating to the sale and purchase of the following described real estate in the County of Mesa, Colorado:
See Attached Exhibit "A" (Lengthy Metes and Bounds Legal Description)
 known as No. 2155 Broadway, (Property).
 Street Address City State Zip

Buyer and Seller hereby agree to amend the aforesaid contract as follows:
 § 2c. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 5a	Loan Application Deadline	n/a
2	§ 5b	Loan Commitment Deadline	n/a
3	§ 5c	Buyer's Credit Information Deadline	n/a
4	§ 5c	Disapproval of Buyer's Credit Deadline	n/a
5	§ 5d	Existing Loan Documents Deadline	n/a
6	§ 5d	Objection to Existing Loan Deadline	n/a
7	§ 5d	Approval of Loan Transfer Deadline	n/a
8	§ 6a	Appraisal Deadline	n/a
9	§ 7a	Title Deadline	n/a
10	§ 7a	Survey Deadline	n/a
11	§ 7b	Document Request Deadline	n/a
12	§ 7c, § 8a	Governing Documents & Title Objection Deadline	n/a
13	§ 8b	Off-Record Matters Deadline	n/a
14	§ 8b	Off-Record Matters Objection Deadline	n/a
15	§ 8e	Right Of First Refusal Deadline	n/a
16	§ 10	Seller's Property Disclosure Deadline	n/a
17	§ 10a	Inspection Objection Deadline	n/a
18	§ 10b	Resolution Deadline	n/a
19	§ 11	Closing Date	n/a
20	§ 16	Possession Date	n/a
21	§ 16	Possession Time	n/a
22	§ 28	Acceptance Deadline Date	n/a
23	§ 28	Acceptance Deadline Time	n/a
n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a

Other dates or deadlines set forth in said contract shall be changed as follows:
n/a

Additional amendments:
 The sale is contingent upon the successful completion of a quiet title action, and the closing may be extended to allow for the completion of this process.

All other terms and conditions of said contract shall remain the same.

This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of acceptance on or before May 05, 2003 5:00 p.m.
 Date Time

Westgate Free Will Baptist Church
 SELLER'S SIGNATURE Bobby C. Lewis, Jr. DATE 5/1/03
 By: Bobby C. Lewis, Jr

The City of Grand Junction, a Colorado Home Rule Municipality
 BUYER'S SIGNATURE [Signature] DATE 5/5/03
 By: Kelly Arnold, City Manager



BRAY & CO.
GMAC REAL ESTATE
 1015 N. 7th Street, Grand Junction, CO 81501

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

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: April 02, 2003

RE: Contract dated January 13, 2003 between
 The City of Grand Junction, a Colorado Home Rule Municipality

(Buyer) and
 Westgate Free Will Baptist Church

(Seller), relating to the sale and purchase of the following described real estate in the County of Mesa, Colorado:
 See Attached Exhibit "A" (Lengthy Metes and Bounds Legal Description)
 known as No. 2155 Broadway, (Property).
 Street Address City State Zip

Buyer and Seller hereby agree to amend the aforesaid contract as follows:
 § 2c. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 5a	Loan Application Deadline	n/a
2	§ 5b	Loan Commitment Deadline	n/a
3	§ 5c	Buyer's Credit Information Deadline	n/a
4	§ 5c	Disapproval of Buyer's Credit Deadline	n/a
5	§ 5d	Existing Loan Documents Deadline	n/a
6	§ 5d	Objection to Existing Loan Deadline	n/a
7	§ 5d	Approval of Loan Transfer Deadline	n/a
8	§ 6a	Appraisal Deadline	n/a
9	§ 7a	Title Deadline	n/a
10	§ 7a	Survey Deadline	n/a
11	§ 7b	Document Request Deadline	n/a
12	§ 7c, § 8a	Governing Documents & Title Objection Deadline	n/a
13	§ 8b	Off-Record Matters Deadline	n/a
14	§ 8b	Off-Record Matters Objection Deadline	n/a
15	§ 8e	Right Of First Refusal Deadline	n/a
16	§ 10	Seller's Property Disclosure Deadline	n/a
17	§ 10a	Inspection Objection Deadline	n/a
18	§ 10b	Resolution Deadline	April 18, 2003
19	§ 11	Closing Date	n/a
20	§ 16	Possession Date	n/a
21	§ 16	Possession Time	n/a
22	§ 28	Acceptance Deadline Date	n/a
23	§ 28	Acceptance Deadline Time	n/a
n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a

Other dates or deadlines set forth in said contract shall be changed as follows:
n/a

Additional amendments:
n/a

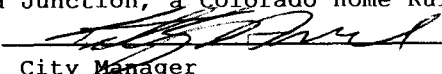
All other terms and conditions of said contract shall remain the same.

This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of acceptance on or before April 03, 2003 n/a
 Date Time

Westgate Free Will Baptist Church
 SELLER'S SIGNATURE Bobby C. Lewis, Jr. DATE 4/2/03
 By: Bobby C. Lewis, Jr

The City of Grand Junction, a Colorado Home Rule Municipality

BUYER'S SIGNATURE



DATE

April 2, 2003

By: Kelly Arnold, City Manager

PREPARED BY AGENT: Ted L. Albright, Broker Associate

No. AE41-1-00 AGREEMENT TO AMEND/EXTEND CONTRACT. Colorado Real Estate Commission

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04/02/03 10:45:50



BRAY & CO.
GMAC REAL ESTATE
 1015 N. 7th Street, Grand Junction, CO 81501

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

INSPECTION NOTICE

Date: April 15, 2003

RE: Contract dated January 13, 2003 between
 The City of Grand Junction, a Colorado Home Rule Municipality

(Buyer), and
 Westgate Free Will Baptist Church

(Seller) relating to the sale and purchase of the Property known as:
2155 Broadway, Grand Junction, Colorado 81503-4004
 terms used herein shall have the same meaning as in the contract.

A. BUYER'S NOTIFICATION OF UNSATISFACTORY PHYSICAL CONDITION.

(Buyer to check only one box)

- 1. **Notice to Terminate.** Pursuant to § 10a(1) of the contract, Buyer notifies Seller that the Contract is terminated because the physical condition of the Property or Inclusions is unsatisfactory to Buyer.
- 2. **Notice to Correct.** Pursuant to § 10a(2) of the contract, Buyer notifies Seller that Buyer requires Seller, on or before Date of Closing, to correct or resolve the following unsatisfactory physical condition(s) of the Property or Inclusions:
 See Attached Letter Dated March 27, 2003 From The City of Grand Junction Public Works Department and Referenced Inspection objection Regarding Boundary Survey

If more space is required, attached is 3 additional page(s).

A copy of the inspection report Is Is Not attached.

Pursuant to § 10b of the contract, if Buyer and Seller have not agreed in writing to a settlement of the above matters on or before the Resolution Deadline, the contract will terminate unless Seller receives written notice from Buyer withdrawing this Notice to Correct no later than one calendar day following the Resolution Deadline.

The City of Grand Junction, a Colorado Home Rule Municipality
 BUYER [Signature] DATE 4/15/03
 By: Kelly Arnold, City Manager

Seller Agrees Refuses to correct all items in Part A-2.

Seller agrees to engage in a quiet title action suit to resolve the discrepancies in the legal description(s) as described in the above-referenced letter.

Westgate Free Will Baptist Church
 SELLER Bobby C. Lewis, Jr DATE 4/15/03
 By: Bobby C. Lewis, Jr

March 27, 2003



City of Grand Junction
Public Works Department
250 North 5th Street
Grand Junction CO 81501-2668
FAX: (970) 256-4022

SENT VIA FACSIMILE – ORIGINAL TO FOLLOW VIA REGULAR MAIL

Mr. Bobby C. Lewis, Jr.
Westgate Free Will Baptist Church
2155 Broadway
Grand Junction, CO 81503

Mr. Ted L. Albright
Bray & Company Realtors
1015 North 7th Street
Grand Junction, CO 81501

Re: Inspection Objection Regarding Boundary Survey

Gentlemen:

In reference to that certain Contract to Buy and Sell Real Estate dated January 23, 2003 and the accepted Counterproposal to said Contract between the City of Grand Junction (“Buyer”) and The Westgate Free Will Baptist Church (“Seller”), the City has completed its boundary survey of the subject property.

The City’s boundary survey was performed in accordance with the parcel descriptions and exceptions contained in the Stewart Title Commitment Order No. 03004726A, dated January 9th, 2003, furnished to Buyer by Seller. The subject property and the Commitment pertain to three parcels, identified by Parcel I, Parcel II and Parcel III. The results of the City’s boundary survey are as follows:

Concerning Parcel I:

1. The described Parcel I as located upon the ground has a mis-closure of approximately 0.79 feet in an East-West direction;
2. The East line of Parcel I overlaps the Westerly limits of properties described by instruments recorded in Book 1718 at Page 465, Book 1736 at Page 804, Book 2146 at Page 410 and Book 2343 at Page 688, all in the office of the Mesa County Clerk and Recorder. The four properties described in the foregoing instruments are situated East of Meadowlark Lane and form Easterly limits of the subject parcel.
3. The second parcel description within Parcel I creates a 0.7 foot gap with the Westerly line of the first parcel described within Parcel I.

4. The second parcel description within Parcel I mis-closes mathematically by a distance of 0.4 feet in an East-West direction.

Concerning Parcel II:

The City's boundary survey did not reveal any discrepancies with the location of this parcel.

Concerning Parcel III:

1. The portion of the Parcel III description that contains a metes-and-bounds description contains several errors which create a mis-closure of approximately 16.7 feet in an East-West direction. It appears that the intent of the description was for the East line to be the same as the West line of the first description within Parcel I. It also appears that the West line of that portion of the metes-and-bounds description within Parcel III was intended to be the East line of Shadow Mountain Subdivision; however, no portion of any of the legal descriptions provide reference to a record line, therefore, the intent of the drafter of the legal descriptions cannot be determined.

A sketch depicting the discrepancies described above accompanies this letter.

The foregoing discrepancies constitute unsatisfactory physical conditions of the subject property which the City will require to be resolved prior to closing. As provided in paragraph 2 of the Counterproposal, the Resolution Deadline is April 4, 2003. Please feel free to contact me if you have any questions.

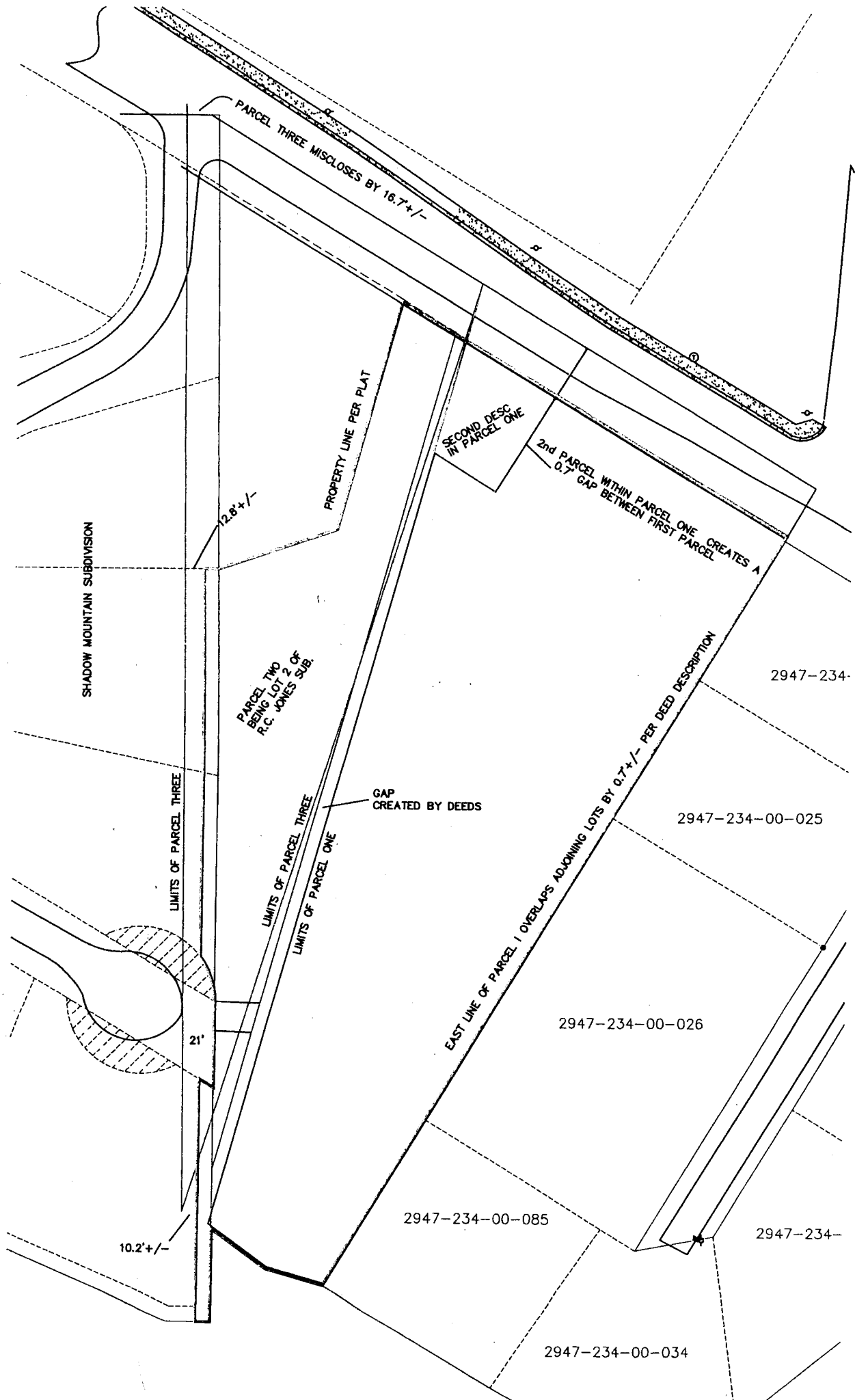
Sincerely,



Tim Woodmansee
City Real Estate Manager

enclosure.

cc: Mr. Dan Wilson, City Attorney



PARCEL THREE MISCLOSES BY 16.7 +/-

SHADOW MOUNTAIN SUBDIVISION

PARCEL TWO BEING LOT 2 OF R.C. JONES SUB

SECOND DESC IN PARCEL ONE

2nd PARCEL WITHIN PARCEL ONE CREATES A 0.7 GAP BETWEEN FIRST PARCEL

2947-234-

LIMITS OF PARCEL THREE

LIMITS OF PARCEL THREE

LIMITS OF PARCEL ONE

GAP CREATED BY DEEDS

2947-234-00-025

EAST LINE OF PARCEL 1 OVERLAPS ADJOINING LOTS BY 0.7 +/- PER DEED DESCRIPTION

2947-234-00-026

21'

2947-234-00-085

10.2 +/-

2947-234-

2947-234-00-034

PROPERTY LINE PER PLAT

2.8 +/-

D. SELLER'S ALTERNATIVE RESOLUTION:

n/a

(Note: If the parties have not agreed to a written resolution of the Notice to Correct, the contract will terminate unless Seller receives written notice from Buyer withdrawing the Notice to Correct no later than one calendar day following the Resolution Deadline.)

Westgate Free Will Baptist Church

SELLER _____ DATE _____

By: Bobby C. Lewis, Jr

Buyer accepts the proposed Alternative Resolution in Part B of this Notice.

The City of Grand Junction, a Colorado Home Rule Municipality

BUYER _____ DATE _____

By: Kelly Arnold, City Manager

C. SURVIVAL. If any agreed upon correction requires action after Closing, the obligations agreed upon shall survive Closing.

D. BUYER'S WITHDRAWAL OF NOTICE TO CORRECT.

Buyer withdraws the Notice to Correct and elects to proceed with the contract.

The City of Grand Junction, a Colorado Home Rule Municipality

BUYER _____ DATE _____

By: Kelly Arnold, City Manager



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

COUNTERPROPOSAL

January 24, 2003

RE: Proposed contract to buy and sell the following described real estate in the County of Mesa, Colorado, to wit: See Attached Exhibit "A" (Lengthy Metes and Bounds Legal Description)

known as No. 2155 Broadway Grand Junction Colorado 81503
Street Address City State Zip

dated January 13, 2003 between

Westgate Free Will Baptist Church

Seller, and

The City of Grand Junction, a Colorado Home Rule Municipality

Buyer.

The undersigned accepts the proposed contract, subject to the following amendments:

- 1. Regarding Section 2c, Item #7: The Inspection Objection Deadline shall be changed to March 31, 2003...
2. Regarding Section 2c, Item #8: The Resolution Deadline shall be changed to April 4, 2003...
3. Regarding Section 3c: The following attached fixtures are excluded from this sale: 1 Storage Shed and All Personal Property...
4. Regarding Section 23a, Item #1: The sentence that states "Buyer shall pay seller the non-refundable sum of \$1,000.00..."

All other terms and conditions shall remain the same. This counterproposal shall expire unless accepted in writing, by Buyer and Seller, as evidence by their signatures below, and the offering party to this document receives notice of such acceptance on or before January 30, 2003.

Westgate Free Will Baptist Church
2155 Broadway, Grand Junction, CO 81503
Home #: (970) 263-0300 Bus. #: (970) 257-0550

SELLER Bobby C. Lewis, Jr DATE 1/28/03
By: Bobby C. Lewis, Jr

The City of Grand Junction, a Colorado Home Rule Municipality
250 North 5th Street, Grand Junction, CO 81501
Bus. #: (970) 244-1565 Fax #: (970) 256-4022

BUYER DATE 1/28/03
By: Kelly Arnold, City Manager

N.B. When this counterproposal form is used, the proposed contract is not to be signed by the Party initiating this counterproposal. This counterproposal must be securely attached to said proposed contract.

CONTRACT TO BUY AND SELL REAL ESTATE

Date: January 13, 2003

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

2. **DEFINED TERMS.**

a. **Buyer.** Buyer, will take title to the real property described below as Joint Tenants Tenants In Common

Other The City of Grand Junction, a Colorado home rule municipality

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

Legal Description: See Attachment "A"

Tax Schedule No.: 2947-231-17-951

Street Address: 2155 Broadway, Grand Junction, Colorado 81503

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

c. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 7a	Title Deadline	February 14, 2003
2	§ 7b	Document Request Deadline	February 21, 2004
3	§ 8a	Title Objection Deadline	February 28, 2003
4	§ 8b	Off-Record Matters Deadline	February 14, 2003
5	§ 8b	Off-Record Matters Objection Deadline	February 14, 2003
6	§ 9	Seller's Property Disclosure Deadline	February 14, 2003
7	§ 9a	Inspection Objection Deadline	May 15, 2003
8	§ 9b	Resolution Deadline	June 27, 2003
9	§ 10	Closing Date	June 30, 2003
10	§ 15	Possession Date	June 30, 2003
11	§ 15	Possession Time	5:00 PM
12	§ 23a	City Council Approval	June 18, 2003
13	§ 27	Acceptance Deadline Date	January 31, 2003
14	§ 27	Acceptance Deadline Time	2:00 PM

d. **Attachments.** The following exhibits, attachments and addenda are a part of this contract:

(1) Attachment "A" – Legal Description of the Property

(2) Attachment "B" – Lease Agreement

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

3. **INCLUSIONS AND EXCLUSIONS.**

a. **The Purchase Price includes the following items (Inclusions):**

(1) **Fixtures.** If attached to the Property on the date of this contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, sprinkler systems and controls, and Range, Refrigerator, Disposal, Ceiling Fans, Evaporative Coolers, Irrigation Pump, 1 Modular Building and 1 Storage Shed.

(2) **Other Inclusions.** If on the Property whether attached or not on the date of this contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, storage sheds, and all keys.

Check box if included: **Smoke/Fire Detectors,** **Security Systems;** and
n/a

(3) **Trade Fixtures.** n/a

(4) **Water Rights.** Three (3) shares of water in the Redlands Water & Power Company.

b. Instruments of Transfer. The inclusions are to be conveyed at Closing free and clear of all taxes, liens and encumbrances, except as provided in §12. Conveyance shall be by bill of sale or other applicable legal instrument(s).

c. Exclusions. The following attached fixtures are excluded from this sale:

1 Storage Shed and All Personal Property Belonging to the Church (i.e. Tables, Chairs, Organ, Piano, etc.)

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

No.	Reference	Item	Amount	Amount
1	§4	Purchase Price	\$300,000.00	\\\\\\\\\\\\\\\\\\\\
2	§4a	Earnest Money	\\\\\\\\\\\\\\\\\\\\	\$ 10,000.00
3	§4b	Cash at Closing	\\\\\\\\\\\\\\\\\\\\	<u>\$290,000.00</u>
4		TOTAL	\$300,000.00	\$300,000.00

a. Earnest Money. The Earnest Money set forth in this Section, in the form of City of Grand Junction Check, is part payment of the Purchase Price and shall be payable to and held by Bray and Company, in its trust account, on behalf of both Seller and Buyer. The parties authorize delivery of the Earnest Money deposit to the Closing Company, if any, at or before Closing.

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

5. FINANCING CONDITIONS AND OBLIGATIONS. N/A

6. APPRAISAL PROVISIONS. N/A

7. EVIDENCE OF TITLE.

a. Evidence of Title. On or before Title Deadline (§2c), Seller shall cause to be furnished to Buyer, at Seller's expense, a current commitment for owner's title insurance policy, in an amount equal to the Purchase Price, together with true and legible copies of all instruments referred to therein. If a title insurance commitment is furnished, it Shall Shall Not commit to delete or insure over the standard exceptions which relate to:

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

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

b. Copies of Exceptions. On or before Title Deadline (§2c), Seller, at Seller's expense, shall furnish to Buyer: (1) a copy of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2)

if a title insurance commitment is required to be furnished, and if this box is checked [X], copies of any Other Documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this subsection if requested by Buyer any time on or before the **Document Request Deadline** (§ 2c). This requirement shall pertain only to documents as shown of record in the office of the clerk and recorder(s). The abstract or title insurance commitment, together with any copies or summaries of such documents furnished pursuant to this Section, constitutes the title documents (Title Documents).

8. TITLE.

a. Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents, shall be signed by or on behalf of Buyer and given to Seller on or before the **Title Objection Deadline** (§2c), or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of any Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

b. Matters not Shown by the Public Records. Seller shall deliver to Buyer, on or before **Off-Record Matters Deadline** (§2c) true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(ies) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before **Off-Record Matters Objection Deadline** (§2c). If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

c. Special Taxing Districts. In the event the Property is located within a special taxing district and Buyer desires to terminate this contract as a result, and written notice is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 2c), this contract shall then terminate. If Seller does not receive Buyer's notice by such date, Buyer accepts the effect of the Property's inclusion in such special taxing district(s) and waives the right to so terminate.

d. Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) or commitment terms as provided in §8a or §8b above, Seller shall use reasonable effort to correct said items and bear any nominal expense to correct the same prior to Closing. If such unsatisfactory title condition(s) are not corrected on or before Closing, this contract shall then terminate, in which case all payments and things of value received hereunder shall be returned to Buyer; provided, however, Buyer may, by written notice received by Seller, on or before Closing, waive objection to such items.

9. PROPERTY DISCLOSURE AND INSPECTION. On or before Seller's **Property Disclosure Deadline** (§2c), Seller agrees to provide Buyer with a written disclosure of adverse matters regarding the Property completed by Seller to the best of Seller's current actual knowledge.

a. Inspection Objection Deadline. Buyer shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Buyer's expense. If the physical condition of the Property or Inclusions is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§2c):

- (1) Notify Seller in writing that this contract is terminated, in which case all payments and things of value received hereunder shall be returned to Buyer, or
- (2) provide Seller with a written description of any unsatisfactory physical condition which Buyer requires Seller to correct (Notice to Correct).

If written notice is not received by Seller on or before **Inspection Objection Deadline** (§2c), the physical condition of tile Property and Inclusions shall be deemed to be satisfactory to Buyer.

b. Resolution Deadline. If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Resolution Deadline (§2c), this contract shall terminate one calendar

day following the Resolution Deadline (§2c), unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

c. Damage; Liens; Indemnity. Buyer is responsible for payment for all inspections, surveys, engineering reports or for any other work performed at Buyer's request and shall pay for any damage which occurs to the Property and Inclusions as a result of such activities. Buyer shall not permit claims or liens of any kind against the Property for inspections, surveys, engineering reports and for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. The provisions of this subsection shall survive the termination of this contract.

10. CLOSING. Delivery of deed(s) from Seller to Buyer shall be at Closing (Closing). Closing shall be on the date specified as the **Closing Date** (§2c) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by mutual agreement between Buyer and Seller.

11. TRANSFER OF TITLE. Subject to tender or payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient **General Warranty Deed** to Buyer, at Closing, conveying title to the Property free and clear of all taxes except for general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed Subject to:

a. Only those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with Title Review [§8a].

12. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.

13. CLOSING COSTS; DOCUMENTS AND SERVICES. Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing. Fees for real estate Closing services shall be paid at Closing by **One-Half by Buyer and one-half by Seller.**

14. PRORATIONS. The following shall be Prorated to Closing Date, except as otherwise provided:

a. Taxes. Personal Property taxes, if any, and general real estate taxes for the Year of Closing, based on
 The Taxes for the Calendar Year Immediately Preceding Closing
 The Most Recent Mill levy and Most Recent Assessment
 Other N/A

b. Final Settlement. Unless otherwise agreed in writing, these prorations shall be final.

15. POSSESSION. Possession of the Property shall be delivered to buyer on **Possession Date and Possession Time** (§ 2c), subject to the following lease(s) or tenancy(s): The terms and provisions of a Leaseback" by Buyer to Seller as more specifically set forth in §23.

If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$500.0 per day from the Possession Date (§ 2c) until possession is delivered.

16. NOT ASSIGNABLE. This contract shall not be assignable by buyer without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

17. CONDITION OF, AND DAMAGE TO PROPERTY AND INCLUSIONS. Except as otherwise provided in this contract, the Property and Inclusions or both shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted.

a. Casualty; Insurance. In the event the Property or Inclusions shall be damaged by fire or other casualty prior to Closing, in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before the Closing Date (§ 2c). 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 Buyer by delivering to Seller written notice of termination. Should buyer elect to carryout this contract despite such damages, Buyer shall be entitled to a credit, at Closing, for all the insurance proceeds resulting from such damage to the Property and Inclusions payable to Seller, if any, plus the amount of any deductible provided for in such insurance policy, such credit riot to exceed the total Purchase Price.

b. Damage; Inclusions; Services. Should any Inclusion(s) or Service(s) fail or be damaged between the date of this contract and Closing or possession, whichever shall be earlier, then Seller 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 Buyer covering such repair or replacement.

c. Walk-Through; Verification of Condition. Buyer, upon reasonable notice, shall have the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this contract.

18. RECOMMENDATION OF LEGAL AND TAX COUNSEL. Buyer and Seller have each obtained the advise of its/their own legal and tax counsel regarding this Contract or has knowingly declined to do so; therefore, the parties agree that the rule of construing ambiguities against the drafter shall have no application to this Contract.

19. TIME OF ESSENCE AND REMEDIES. Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

a. If Buyer is in Default:

Specific Performance. Seller may elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

Liquidated Damages. All payments and things of value received hereunder shall be forfeited by Buyer and retained on behalf of Seller and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES and (except as provided in subsection c) are SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this contract. Seller expressly waives the remedies of specific performance and additional damages.

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

c. Costs and Expenses. In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

20. MEDIATION. If a dispute arises relating to this contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved 30 calendar days

prior to the date written notice requesting mediation is sent by one party to the other(s). This Section shall not alter any date in this contract unless otherwise agreed.

21. EARNEST MONEY DISPUTE. Notwithstanding any termination of this contract, Buyer and Seller agree that, in the event of any controversy regarding the Earnest Money and things of value held by the Closing Company (unless mutual written instructions are received by the holder of the Earnest Money and things of value), the Closing Company shall not be required to take any action but may await any proceeding, or at Closing Company's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

22. TERMINATION. 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, Subject to §9, §9c, §20, §21 and §23a.

23. ADDITIONAL PROVISIONS. (The language of these additional provisions has not been approved by the Colorado Real Estate Commission.)

a. Zoning & Land Use Approvals; City Council Consent. This Contract and the Buyer's obligation to proceed under its terms and conditions is expressly conditioned upon:

1. Buyer obtaining all permits, zoning and land use approvals ("approvals") from all authorities exercising jurisdiction over the property to enable Buyer to construct and operate a fire station and emergency medical services facility upon the Property. Seller agrees that Buyer shall be permitted to take any and all actions it deems necessary and appropriate to obtain such approvals and Seller further agrees to fully cooperate with Buyer in such regard by timely executing in writing any and all documents and applications which may be required to obtain such approvals. Seller shall not be responsible for any costs related to obtaining such approvals. In the event such approvals are not obtained or otherwise denied on or before the date of Closing, for any reason, and if Buyer requires additional time to obtain such approvals, Seller agrees to extend the term and Closing Date by thirty (30) day increments, not to exceed one year from the date of this Contract. Buyer shall pay Seller the non-refundable sum of \$1,000.00 for each thirty (30) day extension, which sum(s) shall be considered part payment of the Purchase Price. If Buyer determines to not extend this Contract as aforesaid or if Buyer is unable to obtain such approvals during the term of this Contract or any extension thereof, this contract shall terminate and both parties shall thereafter be released from all obligations hereunder; provided, however, that in the event this contract is terminated due to Buyer's inability to receive such approvals, the Earnest Money received hereunder shall be forfeited by Buyer and retained on behalf of Sellers.

2. The consent and approval of the City Council of the City of Grand Junction. In the event such consent and approval is not obtained on or before June 18, 2003, this Contract shall automatically become void and of no effect and both parties shall thereafter be released from all obligations hereunder; provided, however, that in the event this contract is terminated due to Buyer's inability to receive such consent and approval, the Earnest Money received hereunder shall be forfeited by Buyer and retained on behalf of Seller.

b. Leaseback. Buyer agrees Seller shall be permitted lease, occupy and utilize the chapel, modular building, sheds, driveways, parking areas and reasonable curtilage to permit Seller to continue its church related activities upon the Property pursuant to the terms and conditions of **Attachment "B" – Lease Agreement**. Buyer and Seller agree to execute the Lease Agreement at Closing.


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

25. **FACSIMILE.** Signatures May May Not be evidenced by facsimile. Documents with original signatures shall be provided to the other party at Closing, or earlier upon request of any party.

26. **NOTICE.** Except for the notice requesting mediation described in §20, any notice to Buyer shall be effective when delivered by Buyer or and any notice to Seller shall be effective when delivered by Seller.

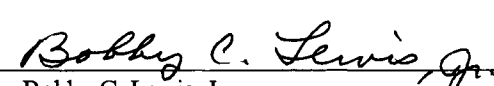
27. **NOTICE OF ACCEPTANCE; COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of acceptance pursuant to §26 on or **before Acceptance Deadline Date and Acceptance Deadline Time** (§2c). If accepted, this document shall become a contract between Seiler and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be declared to be a Full and complete contract between the parties.

The City of Grand Junction, a Colorado home rule municipality, Buyer
250 North 5th Street, Grand Junction, Colorado 81501
Phone: (970) 244-1565 Fax: (970) 256-4022

BUYER:  DATE: 11/13/03
By: Kelly Arnold, City Manager

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to §28]

The Westgate Free Will Baptist Church, Seller
2155 Broadway, Grand Junction, Colorado 81503
Home Phone: (970) 263-0300 Business Phone: (970) 257-0550

SELLER:  DATE: 11/28/03
By: Bobby C. Lewis, Jr.

28. **COUNTER; REJECTION.** This offer is Countered Rejected.
Initials only of party (Buyer or Seller) who countered or Rejected offer BL

END OF CONTRACT

Note: Closing Instructions should be signed on or before Title Deadline.

BROKER ACKNOWLEDGMENTS. The undersigned Broker(s) acknowledges receipt of the Earnest Money deposit specified in §4 and, while not a party to the contract, agrees to cooperate upon request with any mediation conducted under §20.

The Listing Broker (or, in the case of a one person firm, the Listing Firm) is a Seller's Agent Transaction – Broker in this transaction.

The Selling Broker (or, in the case of a one person firm, the Selling Firm) is a Buyer's Agent Transaction – Broker in this transaction.

BROKERS' COMPENSATION DISCLOSURE.
Selling Broker or Selling Firm's compensation or commission is to be paid by: Buyer Seller Listing Firm Other

(To be completed by Listing Firm) Listing Firm's compensation or commission is to be paid by: Buyer Seller Other

Selling Broker/Firm:

Bray and Company / GMAC
1015 N. 7th Street
Grand Junction, CO 81501
Phone: 970-242-3647, Fax: 970-242-0436

By: Ted Albright 1/28/03
Signature Ted L. Albright Date

Listing Broker/Firm: Bray and Company

(Name of Broker/Firm)

By: Ted Albright 1/28/03
Signature Date

Listing Broker/Firm's Address: 1015 North 7th Street, Grand Junction, Colorado 81501

Listing Broker/Firm's Telephone No: (970) 242-3647

Listing Broker/Firm's Fax No: (970) 242-0436

Schedule A (Continued)
Commitment No. 120042
~~Page 2 of 5~~

BOOK 2155 PAGE 235

Exhibit "A"

Parcel 1:

Beginning at the North Quarter corner of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian;
thence South 0°41' East 2,223.7 feet;
thence East 62 feet;
thence South 59°11' East 298.0 feet to the true point of beginning;
thence continuing South 59°11' East 182.7 feet;
thence South 30°49' West 631.0 feet;
thence North 74°51'07" West 40.8 feet;
thence North 55° West 49.0 feet;
thence North 15°23' East 543.94 feet;
thence South 58°11' East 48.9 feet;
thence North 31°49' East 115.0 feet to the true point of beginning;
EXCEPT the Northerly 40 feet parallel with tract described herein and deeded to Colorado State Highway Department by Deed recorded February 8, 1950 in Book 518 at Page 357;
TOGETHER WITH Beginning at the North Quarter corner of Section 23, Township 11 South, Range 101 West of the 6th Principal Meridian, South 0°41' East 2,223.7 feet;
thence East 62 feet;
thence South 59°11' East 215.5 feet to the Point of Beginning;
thence South 59°11' East 82.5 feet;
thence South 31°49' West 115 feet;
thence North 58°11' West 48.9 feet;
thence North 15°23' East 118.8 feet to the point of Beginning;
EXCEPT 40 feet for Highway 340 as per Rule and Order, recorded March 23, 1951 in Book 544 at Page 261.

Parcel II:

Lot 2,
R.C. Jones Subdivision (Minor), according to the official plat thereof recorded in Plat Book No. 13 at Page 400, Official Records of Mesa County, Colorado;

(Continued on Next Page)

Parcel III:

The East 10 feet of Lots 7, 8, 9, and 10,
Block 1,
Shadow Mountain Subdivision;
AND TOGETHER WITH a tract of land located in Lots 2 and 3 in
Section 23, Township 11 South, Range 101 West of the 6th
Principal Meridian described as follows:
From the North Quarter corner of said Section 23, South 0°11'
East 2,223.7 feet;
thence East 62 feet to a point in the center of the County
Highway for a place of beginning;
thence continuing along the center line of said Highway South
59°11' East 215.5 feet;
thence leaving said Highway South 17°0' West 660 feet;
thence North 0°41' West 749 feet to the point of beginning;
EXCEPT a tract of land conveyed to Colorado Department of
Highways by instrument recorded February 8, 1950 in Book 518 at
Page 359;
AND EXCEPT all of R. C. Jones Subdivision (Minor), according to
the official plat thereof recorded in Plat Book No. 13 at Page
400, Official Records of Mesa County, Colorado;
AND ALSO EXCEPT the East 10 feet of Lot 10 of Shadow Mountain
Subdivision, according to the official plat thereof recorded in
Plat Book 9 at Page 175, Official Records of Mesa County,
Colorado.

MESA COUNTY, COLORADO

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the _____ day of _____, 2003, by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and the Westgate Free Will Baptist Church, hereinafter referred to as "Lessee", whose address for the purpose of this Agreement is 778 26 ½ Road, Grand Junction, Colorado 81506-8351.

RECITALS

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

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

Tax Schedule No: 2947-231-17-951

Address: 2155 Broadway, Grand Junction, Colorado 81503

hereinafter referred to as "the Property".

B. Lessee desires to lease those portions of the Property graphically depicted on **Exhibit "B"** attached hereto and incorporated herein by reference, hereinafter referred to as "the Demised Premises".

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

1. Grant and Acceptance of Lease. The City hereby leases the Demised Premises to Lessee and Lessee hereby accepts and leases the Premises from the City, for the term stated in paragraph 2 below and for the specific uses and purposes hereinafter set forth.
2. Term. The term of this Lease shall be for a period of twelve (12) consecutive months, commencing on _____, 2003, and continuing through _____, 2004, at which time this lease shall expire; provided, however, that Lessee may, in Lessee's sole discretion, terminate this Lease by giving the City thirty (30) days advanced written notice to terminate.
3. Rental. Monthly rental for the Demised Premises during the term of this Lease shall be \$1,000.00. Rental for the first month of the term of this Lease shall be due and payable contemporaneous with the execution of this Agreement; thereafter, subject to Lessee's right to terminate as set forth in Section 2 above, rental for each subsequent month shall be due and payable without demand by the City on or before the first day of each month for which rent is due. In the event payment of rent is not received by the City on or before the 5th day of each month for which rent is due, Lessee shall pay to the City a late charge of \$25.00 for each and every day rental is past due, which amount(s) shall be added to the amount of rent(s) due. In the event payment of rent and

any late charge(s) is not received by the City on or before the 30th day of each month for which rent is due, this lease shall automatically terminate, Lessee shall peaceably surrender the Demised Premises to the City and Lessee shall have no further rights to lease, use or otherwise occupy the Demised Premises.

4. Reservations from Lease. The City withholds from this Lease and hereby retains and reserves unto itself: (a) all oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property; (b) all water and water rights, ditches and ditch rights appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purpose; (c) all rights to grant, sell, bargain and convey ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements, so long as such action will not interfere with Lessee's use and quiet enjoyment of the Demised Premises for the purposes set forth in this Agreement; (d) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, in whole or in part, even if such taking is made by and/or for the purposes of the City, or for any conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim Lessee may assert to compensation, including claims for damages, as a result of any condemnation.

5. Use and Condition of the Property.

5.1 Lessee agrees that Lessee's use the Demised Premises is strictly limited to conducting normal and customary church related activities in a manner which will not be detrimental to the City's ability to develop, utilize and occupy those portions of the Property not encumbered by the Demised Premises.

5.2 Lessee agrees that Lessee's use and occupancy of the Demised Premises shall be subject to all applicable laws, rules, rulings, codes, regulations and ordinances of any governmental authority, either now in effect or hereafter enacted, having jurisdiction over the Property and Lessee's use, occupancy and operations thereon. Lessee agrees that Lessee shall not use nor permit the Demised Premises to be used for any other purpose or in any other fashion or manner contrary to this Lease or the laws, ordinances, codes or regulations of any governmental unit or agency exercising jurisdiction over the Property or any use thereon.

5.3 Lessee agrees to maintain, clean and repair in good appearance and working order all aspects of the Demised Premises at Lessee's sole cost and expense, including, but not limited to, plumbing, wiring, heating and ventilation systems, roofing, fixtures, glass, driveways, parking areas, drainage systems, fences, gates, ditches, headgates, piping and other irrigation facilities located upon and/or serving the Demised Premises. Lessee agrees that the City shall not be obligated nor required to repair damages to any portion or aspect of the Property or the Demised Premises.

5.4 Lessee agrees to make a reasonable effort to keep the Demised Premises free from noxious weeds. Lessee further agrees that Lessee shall not commit nor permit waste, damage or injury to the Property or the Demised Premises.

5.5 Lessee has inspected the Demised Premises, the rights and privileges appurtenant thereto and the rules, regulations, codes and ordinances governing Lessee's use, occupancy and operations thereon. Lessee agrees that the condition of the Demised Premises and such rights, privileges, rules, regulations, codes and ordinances are sufficient for the purposes of Lessee. The City makes no warranties, promises or representations, express or implied, that the Demised Premises is sufficient for the purposes of Lessee. If the Demised Premises are damaged due to fire, flood or other casualty, or if the Demised Premises or any aspect thereto is damaged or deteriorates to the extent where it is not longer functional for the purposes of Lessee, the City shall have no obligation to repair the Demised Premises nor to otherwise make the Demised Premises usable or occupiable; damages shall be at Lessee's own risk.

6. Fees and Charges. Lessee agrees to promptly pay, when due, all utilities charges attributable to the Demised Premises, including, but not limited to, charges for water, sewer, natural gas, electricity, telephone and trash removal. If Lessee fails to timely pay any and all such charges, the City may, without obligation to do so, pay such amounts and, in such event, the amounts paid by the City, plus interest thereon at the rate of fifteen percent (15%) per annum from the date of such payment by the City, shall be added to the amount of rents due and payable by Lessee.

7. Nonliability of the City for Damage.

7.1 The City shall not be liable for liability or damage claims for injury to persons or property, including property of Lessee, from any cause relating to the occupancy and use of the Demised Premises by Lessee, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this Lease, nor for any injury or damage to any property of Lessee or any other party, from any cause. Lessee shall indemnify the City, its officers, employees and agents and hold the City, its officers, employees and agents harmless from all liability, loss or other damage claims or obligations resulting from any injuries, including death, or losses of any nature.

7.2 The City shall not be liable to Lessee for any damages or any loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's operations resulting from fire, the elements, casualty of any kind or the closure of any public highway providing access to and from the Demised Premises.

8. Default, Sublet, Termination, Assignment.

8.1 Should Lessee: (a) default in the performance of its agreements or obligations herein and any such default continue for a period of thirty (30) days after written notice thereof is given by the City to Lessee; or (b) abandon or vacate the Demised Premises; or (c) be declared bankrupt, insolvent, make an assignment for the benefit of creditors, or if a receiver is appointed, the City may, at the City's option, cancel and annul this Lease at once and enter and take possession of the Demised Premises immediately without any previous notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement to be

performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work a forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and, upon such reentry, the City may thereafter lease or sublease the Demised Premises for such rent as the City may reasonably obtain, crediting Lessee with the rent so obtained after deducting the cost reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Demised Premises. Nothing herein shall prejudice or be to the exclusion of any other rights or remedies which the City may have against Lessee, including, but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

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

8.3 Lessee shall not assign or sublease the Demised Premises or any right or privilege connected therewith without first obtaining the prior written consent of the City. Any attempt to sublet, assign or transfer without the prior written consent of the City shall be void *ab initio*. In the event an assignment of this Lease or a sublease is authorized by the City, Lessee shall not be released from Lessee's obligations and duties under this Lease and this Lease shall remain in full force and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease or occupation by any other party. Any unauthorized assignment, sublease or permission to occupy by Lessee shall be void and shall, at the option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not to be assignable by operation of law without the written consent of the City.

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

9. Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The City and Lessee agree to defend, indemnify and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

10. Insurance. At all times during the term of this Lease Lessee shall, at Lessee's sole cost and expense, purchase and maintain in effect suitable comprehensive general liability insurance which will protect Lessee, the City and the City's officers, employees and agents from liability in the event of loss of life, personal injury or property damage suffered by any person or persons on, about or using the Demised Premises. Such insurance shall be written for a minimum of \$500,000.00, combined single limit, and shall not be cancelable without thirty (30) days prior written notice to the Real Estate Manager of the City of Grand Junction. The certificate of insurance must be deposited with the said Real Estate Manager and must designate the City of Grand Junction, its officers, employees and agents as additional insureds.

11. Notices.

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

To the City: City of Grand Junction
 c/o Real Estate Manger
 250 North 5th Street
 Grand Junction, Colorado 81501-2668
 Fax: (970) 256-4022

To Lessee: Westgate Free Will Baptist Church
 c/o Senior Pastor
 2155 Broadway
 Grand Junction, Colorado 81503
 Fax: (970) _____

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

12. Not a Partnership.

12.1 The City, by entering into this Lease Agreement, does not part with its entire possession of the Demised Premises, but only so far as it is necessary to enable Lessee to continue conducting normal and customary church related activities in accordance with the terms and provisions of this Lease. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City, the Property and the Demised Premises shall not be or become responsible for or subject to any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with

Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, either now in force or hereinafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify and hold the City, its officers, employees and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state and local taxes, fees or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to employees engaged by Lessee.

12.2 The City hereby reserves the right to at all times have its officers, employees and agents enter into and upon the Demised Premises and every part thereof and to do such acts and things as may be deemed necessary for protection of the City's interests therein.

13. Enforcement, Partial Invalidity, Governing Law.

13.1 If the City uses the services of its City Attorney, or engages another attorney or attorneys to enforce its rights hereunder, or to terminate this Agreement, or to defend a claim by Lessee or any person claiming through Lessee, and/or to remove Lessee or Lessee's personal property from the Property, Lessee agrees to pay the reasonable attorney's fees of the City in such regard, plus the costs or fees of any experts, incurred in such action.

13.2 The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

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

14. Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease, surrender the Demised Premises to the City in good order, condition and state of repair, reasonable wear and use excepted. In the event Lessee fails, for whatever reason, to vacate and surrender the Demised Premises upon the expiration or termination of this Lease and the parties have not reached an agreement which would allow Lessee to continue to occupy any portion of the Demised Premises, Lessee agrees that Lessee shall pay to the City the sum of \$100.00 per day for each and every day thereafter until Lessee has effectively vacated and surrendered the Demised Premises. The parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Demised Premises upon the expiration or termination of this Lease, and that said \$100.00 daily fee is an appropriate liquidated damages amount.

15. Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease

and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties.

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

Attest: The City of Grand Junction,
a Colorado home rule municipality

By: _____
City Clerk

By: _____
City Manager

Attest:

Lessee:

By: _____

By: Bobby C. Lewis, Jr. (Pastor)

Printed Name: _____

Printed Name: Bobby C. Lewis, Jr.

Title: _____

Title: President



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

CLOSING INSTRUCTIONS

January 31, 2003

1. Westgate Free Will Baptist Church
(Seller) and
City of Grand Junction, a Colorado Home Rule Municipality
(Buyer) engage Bray and Company
(Closing Company), who agrees to provide closing and settlement services in connection with the closing of the following described real estate in the
County of Mesa, Colorado, to wit:
Lengthy Metes and Bounds Legal Description
also known as: 2155 Broadway
Street Address Grand Junction Colorado 81503
City State Zip
2. Closing Company is authorized to obtain information, and agrees to prepare, obtain, deliver and record all documents, excluding preparation of legal documents, necessary to carry out the terms and conditions of the Contract to Buy and Sell Real Estate, dated January 13, 2003 with any counterproposals and amendments attached (Contract).
3. Closing Company will receive a fee not to exceed \$ 200.00 for providing these closing and settlement services to be the expense of Seller and Buyer equally.
4. Closing Company is authorized to receive funds and to disburse when all funds received are either: available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited or are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn "Good Funds".
5. Closing Company is not authorized to release any documents or things of value prior to receipt and disbursement of Good Funds, except as provided in Sections 10 and 11.
6. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before closing. All parties agree that no one other than the disburser can assure that payoff of loans and other disbursements will actually be made.
7. Seller will receive the net proceeds of closing as indicated:
 cashier's check at seller's expense. funds electronically transferred (wire transfer) to an account specified by the Seller, at Seller's expense; or
 Closing Company's trust account check.
8. Buyer and Seller will furnish any additional information and documents required by Closing Company which will be necessary to complete this transaction.
9. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of closing.
10. If closing does not occur. Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party and Closing Company will be relieved from any further duty, responsibility or liability in connection with these instructions. In addition, any promissory note, deed of trust, or other evidence of indebtedness signed by Buyer, shall be voided by Closing Company, with the original(s) returned to Buyer and a copy to Buyer's lender.
11. If any conflicting demands are made on the Closing Company, at its sole discretion, Closing Company may hold any monies, documents, and things of value received from any party except Buyer's lender. Closing Company shall retain such items until (1) receipt of mutual written instruction from Buyer and Seller, or (2) until a civil action between Buyer and Seller shall have been resolved in a Court of competent jurisdiction; or (3) in the alternative, Closing Company may, in its sole discretion, commence a civil action to interplead, or, interplead in any existing civil action, any documents, monies or other things of value received by Closing Company. Such deposit with the Court shall relieve Closing Company of all further liability and responsibility and Closing Company shall be entitled to all court costs and reasonable attorneys' fees.
12. These closing instructions may be only amended or terminated by written instructions signed by Buyer, Seller and Closing Company.
13. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is foreign person or (b) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.
14. Special Instructions:
15. These Closing Instructions may be executed by each Buyer, Seller and Closing Company individually and when each Buyer, Seller and Closing Company has executed a copy of these Closing Instructions, such copies taken together shall be deemed to be a full and complete contract between the parties.

The printed portions of this form have been approved by the Colorado Real Estate Commission (CL8-9-95).

PREPARED BY AGENT: Ted L. Albright, Broker Associate

CL8-9-95. CLOSING INSTRUCTIONS. Colorado Real Estate Commission

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