

SLO02WHT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: KRISTAL K. SLOUGH

SUBJECT/PROJECT: RATIFICATION OF LEASE AND PURCHASE  
OPTION AGREEMENT

LOCATION: 635 WEST WHITE AVENUE

PARCEL#: 2945-154-32-002

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WHEN RECORDED RETURN TO:  
City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

2106215 02/26/03 0304PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$10.00 SURCHG \$1.00

**RATIFICATION OF LEASE AND PURCHASE OPTION AGREEMENT**

THIS RATIFICATION OF LEASE AND PURCHASE OPTION AGREEMENT is made and effective as of the 15<sup>th</sup> day of February, 2002, by KRISTAL K. SLOUGH, hereinafter referred to as "Slough." The same is for the mutual benefit of Slough and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as the "City".

**Recitals.**

A. By that certain Gift Deed – Quit Claim Deed executed on December 21, 2001 and recorded on January 9, 2002 in Book 2999 at Page 336 in the office of the Mesa County Clerk and Recorder, Robert W. Kemp (a.k.a. R.W. Kemp) and Asenath I. Kemp (the "Kemps"), conveyed to Slough all of the Kemps right, title and interest in and to the following described real property situate in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

**Address:** 635 West White Avenue

**Tax Schedule No:** 2945-154-32-002

**Legal Description:** Lot 2 of West Grand Subdivision, situate in Section 15, Township 1 South, Range 1 West of the Ute Meridian as recorded in Plat Book 12 at Page 250 in the office of the Mesa County Clerk and Recorder

hereinafter referred to as "the Property".

B. Prior to the Gift Deed – Quit Claim Deed, the Kemps leased to the City the full and exclusive right to use and occupy the Property and had further granted and conveyed to the City the sole, exclusive and irrevocable right and option to purchase Property pursuant to that certain Lease and Purchase Agreement dated the 15<sup>th</sup> day of February, 2002 ("the Agreement").

C. A Memorandum providing notice of the existence of the Agreement was recorded on February 13, 2002 in Book 3022 at Page 473 in the office of the Mesa County Clerk and Recorder.

NOW, THEREFORE, pursuant to and for the purpose of perpetuating and carrying out the terms, covenants, conditions, duties and obligations of the Agreement, be it known that Slough does hereby:

1. Agree to be bound by and attorn to each and every provision of the Agreement as fully and to the same extent as if such instrument was executed and delivered by Slough;
2. Agree that all acts of the Kemps pursuant to the Agreement are hereby ratified and confirmed as a full and unequivocal manifestation of Slough's interests and intent with respect to the Agreement and the Property;

3. Agree to waive any and all claims against the City for any and all monies and other things of value paid by the City prior to the 15<sup>th</sup> day of February, 2003, that were paid, due and owing or claimed to be due and owing under the Agreement.

4. Acknowledge that her ratification and consent manifest therefrom, as evidenced by her signature below, is freely and voluntarily given and that sufficient consideration exists in support of the same.

IN WITNESS WHEREOF, Kristal K. Slough has executed this instrument as of the 15<sup>th</sup> day of February, 2002.

Kristal Slough  
Kristal K. Slough

State of Nevada )  
 )ss.  
County of Clark )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2003, by Kristal K. Slough.

My Commission Expires: May 9, 2006  
Witness my Hand and Official Seal.

**ETHEL MILNER**  
Notary Public State of Nevada  
No. 85-1659-1  
Qualified in Clark County  
Commission Expires May 9, 2006

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Notary Public