

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 67-93

A RESOLUTION ACCEPTING CONTRACTS FOR LAND PURCHASE FOR PROPERTY SOUTH OF I-70 AND EAST OF 24 ROAD CONSISTING OF APPROXIMATELY 73 ACRES FOR A PURCHASE PRICE OF \$582,000, RATIFYING THE CITY MANAGER'S SIGNATURE THEREON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CLOSING DOCUMENTS

WHEREAS, the City has entered into contracts with Leonard Long for the sale and purchase by the City of that certain real property described as:

Lots 27, 33, 34 and that part of Lot 28 lying east of the wash which cuts said Lot 28 except highway, all in Pomona Park, Mesa County, also known as 727 24 1/2 Road, Grand Junction, Colorado 81505

and

Lots 29, 30, 31, and 32, and that part of Lot 28 which lies west of the wash thereon; and all in Pomona Park, excluding the south 145.80 feet of the west 258.00 feet of Lot 31 in Pomona Park and except highway, if any, Mesa County, Colorado also known as 728 24 Road, Grand Junction, Colorado 81505; and

WHEREAS, the City Council deems it necessary and proper that the City purchase said Property together with all improvements thereon and appurtenant thereto.

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

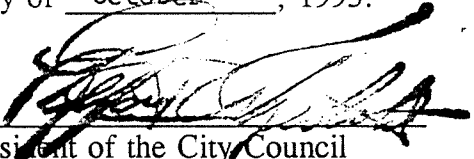
1. That the City Council hereby authorizes the purchase of the Property by the City for a purchase price not to exceed \$582,000.00. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of the Property which are consistent with the provisions of the attached Contract to Buy and Sell Real Estate and this Resolution are hereby ratified, approved and confirmed.

2. That the City Council hereby authorizes the expenditure of \$582,000.00 for the

purchase of the Property to be paid at closing on December 8, 1993, or by mutual agreement at an earlier date.

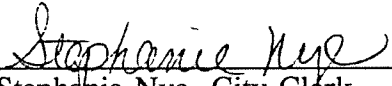
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Contract to Buy and Sell Real Estate, including without limitation the performance of the environmental audits, boundary surveys, and the execution and delivery of such certificates and documents as may be necessary or desirable.

PASSED AND ADOPTED this 6th day of October, 1993.



President of the City Council

ATTEST:



Stephanie Nye, City Clerk

Jim W.

RE/MAX
The Grand Jct. Real Estate Group, Inc.
1401 North 1st
Grand Junction, CO 81501-

The printed portions of this form except (italicized)(differentiated) additions |
have been approved by the Colorado Real Estate Commission(CREC) (CBS5C-5-89) |

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

VACANT LAND/FARM AND RANCH
CONTRACT TO BUY AND SELL REAL ESTATE
Seller's remedy Liquidated Damages or Specific Performance (Section 16)
[FINANCING SECTIONS OMITTED]

September 21, 1993

1. PARTIES AND PROPERTY.

The City of Grand Junction

purchaser(s) [Purchaser], (~~as joint tenants in common~~) agrees to buy, and the undersigned seller(s) [Seller], agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Mesa, Colorado, to wit:

Per the attached "Legal Description" which is incorporated herein plus all water, water rights, ditch, and ditch rights appurtenant thereto,

known as No. 727 24.5 Road, Grand Junction, CO 81505

(Street Address City State Zip)

(Street Address City State Zip)

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded, and called the Property.

2. INCLUSIONS. The purchase price includes the following items (a) if attached to the Property on the date of this contract: lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, water softeners, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, and sprinkler systems and controls; (b) if on the Property whether attached or not on the date of this contract: built-in vacuum systems (including accessories), storm windows, storm doors, window and porch shades, awnings, blinds, screens, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, all keys and garage door openers including 0 remote controls; and (c)

none.

(d) Water Rights. Purchase price to include the following water rights:

60 shares of the stock of the Grand Valley Irrigation Company.

(e) Growing Crops. With respect to the growing crops Seller and Purchaser agree as follows:

none.

The above-described included items (Inclusions) are to be conveyed to Purchaser by Seller by bill of sale,

n/a

deed or other applicable legal instrument(s) at the closing, free and clear of all taxes, liens and encumbrances, except as provided in section 10.

The following attached fixtures are excluded from this sale:

n/a

3. PURCHASE PRICE AND TERMS. The purchase price shall be \$207,000.00, payable in U.S. dollars by Purchaser as follows (complete the applicable terms below):

(a) EARNEST MONEY.

\$8,000.00 in the form of
a check

as earnest money deposit and part payment of the purchase price, payable to and held by Bray and Company Better Homes and Gardens, broker, in broker's trust account on behalf of both Seller and Purchaser. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing.

(b) CASH AT CLOSING.

\$365,000.00 to be paid by Purchaser at closing in cash, electronic transfer funds, certified check, savings and loan teller's check, or cashier's check. Subject to the provisions of section 4, if the existing loan balance at the time of closing shall be different from the loan balance in section 3, the adjustment shall be made in cash at closing or paid as follows:

n/a

4. FINANCING CONDITIONS AND OBLIGATIONS.

FINANCING TERMS, CONDITIONS AND OBLIGATIONS, PERTAINING TO SECTIONS 3 AND 4, ARE ATTACHED BY REAL ESTATE COMMISSION APPROVED ADDENDUM AS FOLLOWS:

(check as applicable)

- NEW LOAN
 ASSUMPTION
 SELLER OR PRIVATE THIRD-PARTY

5. GOOD FUNDS. All payments required at closing shall be made in funds which comply with all applicable Colorado laws.

6. NOT ASSIGNABLE. This contract shall not be assignable by the Purchaser 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.

7. EVIDENCE OF TITLE. Seller shall furnish to Purchaser, at Seller's expense, ~~AND~~ a current commitment for owner's title insurance policy in an amount equal to the purchase price ~~of the Seller's choice of the~~ of the Seller's choice on or before October 1, 1993. If a title insurance commitment is furnished, Purchaser may require of Seller that copies of instruments ~~(of the Seller's choice)~~ listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Purchaser at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies ~~of the Seller's choice~~ of instruments furnished pursuant to this section 7, constitute the title documents (Title Documents). Purchaser must request Seller to furnish copies or ~~of the Seller's choice~~ instruments listed in the schedule of exceptions no later than 5 calendar days after Purchaser's receipt of the title insurance commitment. If Seller furnishes a title insurance commitment, Seller will have the title insurance policy delivered to Purchaser as soon as practicable after closing and pay the premium at closing.

8. TITLE.

(a) Title Review. Purchaser shall have the right to inspect the Title Documents ~~of the Seller's choice~~. Written notice by Purchaser of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents ~~of the Seller's choice~~ shall be signed by or on behalf of Purchaser and given to Seller or Listing Company on or before 10 calendar days after Purchaser's receipt of Title Documents ~~of the Seller's choice~~ or within five (5) calendar days after receipt by Purchaser 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 Seller or Listing Company does not receive Purchaser's notice by the date(s) specified above, Purchaser shall be deemed to have accepted the condition of title as disclosed by the Title Documents as satisfactory.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Purchaser, on or before the date set forth in section 7, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Purchaser all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Purchaser shall have the right to inspect the Property to determine if any third party(s) 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 Purchaser and given to Seller or Listing Company on or before October 11, 1993. If Seller or Listing Company does not receive Purchaser's notice by said date, Purchaser shall be deemed to have accepted title subject to such rights, if any, of third parties of which Purchaser has actual knowledge.

(c) Right to Cure. If Seller or Listing Company receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate, subject to section 17; provided, however, Purchaser may, by written notice received by Seller or Listing Company on or before closing, waive objection to said unsatisfactory title condition(s).

9. DATE OF CLOSING. The date of closing shall be December 8, 1993, or by mutual agreement at an earlier date. The hour and place of closing shall be designated by

Bray and Company Better Homes and Gardens

10. TRANSFER OF TITLE. Subject to tender or payment on closing as required herein and compliance by Purchaser with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient General Warranty deed to Purchaser, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing, and except

none other

free and clear of all liens for special improvements installed as of the date of Purchaser's signature hereon, whether assessed or not; except distribution utility easements, including cable TV; except those matters reflected by the Title Documents accepted by Purchaser in accordance with subsection 8(a); except those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 8(b); and subject to building and zoning regulations.

11. PAYMENTS OF ENCUMBRANCES. 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.

12. CLOSING COSTS, DOCUMENTS AND SERVICES. Purchaser and Seller shall pay their respective closing costs at closing except as otherwise provided herein. Purchaser and Seller shall sign and complete all customary or required documents at or before closing. Fees for real estate closing and settlement services shall not exceed \$200.00 and shall be paid at closing by half by Seller, half by Purchaser.

13. PRORATIONS. General taxes for the year of closing, based on the most recent levy and the most recent assessment, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, and

none other

shall be prorated to date of closing.

Any sales, use and transfer tax that may accrue because of this transaction shall be paid by

n/a

14. POSSESSION. Possession of the Property shall be delivered to Purchaser as follows:

at time of deed delivery

subject to the following lease(s) or tenancy(s):

none.

If Seller, after closing, fails to deliver possession on the date herein specified, Seller shall be subject to eviction and shall be additionally liable to Purchaser for payment of \$200.00 per day from the date of agreed possession until possession is delivered.

15. CONDITION OF AND DAMAGE TO PROPERTY. 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, Seller 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 Purchaser. Should Purchaser elect to carry out this contract despite such damage, Purchaser shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) 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 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 Purchaser covering such repair or replacement. The risk of loss for any damages to growing crops, by fire or other casualty, shall be borne by the party entitled to the growing crops, if any, as provided in section 2 and such party shall be entitled to such insurance proceeds or benefits for the growing crops, if any.

16. TIME OF ESSENCE/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 PURCHASER IS IN DEFAULT: IF THE BOX IN SUBSECTION (1) IS CHECKED, SELLER'S REMEDIES SHALL BE AS SET FORTH IN SUBSECTION (1)[SPECIFIC PERFORMANCE]. IF SAID BOX IS NOT CHECKED, SELLER'S REMEDIES SHALL BE AS SET FORTH IN SUBSECTION (2) [LIQUIDATED DAMAGES].

(1) Specific Performance. Seller may elect to treat this contract as cancelled, 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.

(2) Liquidated Damages. All payments and things of value received hereunder shall be forfeited by Purchaser 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

tration arising out of this contract, the court shall award to the prevailing party all reasonable costs and expense, including attorney fees.

17. **EARNEST MONEY DISPUTE.** Notwithstanding any termination of this contract, Purchaser and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by broker or closing agent, unless mutual written instructions are received by the holder of the earnest money and things of value, broker or closing agent shall not be required to take any action but may await any proceeding, or at broker's or closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

18. **INSPECTION.** Purchaser or any designee shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Purchaser's expense. If written notice of any unsatisfactory condition, signed by Purchaser, is not received by Seller or Listing Company on or before November 24, 1993, the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Purchaser. If written notice of any unsatisfactory condition, signed by Purchaser, is given to Seller or Listing Company as set forth above in this section, and if Purchaser and Seller have not reached a written agreement in settlement thereof on or before December 1, 1993, this contract shall then terminate, subject to section 17. Purchaser is responsible and shall pay for any damage which occurs to Property and Inclusions as a result of such inspection.

19. **AGENCY DISCLOSURE.** The listing broker, Bray and Company Better Homes and Gardens, and its sales agents (Listing Company) represent Seller. The Listing Company owes duties of trust, loyalty and confidence to the Seller only. While the Listing Company has a duty to treat Purchaser honestly, the Listing Company is Seller's agent and is acting on behalf of Seller and not Purchaser. BY SIGNING BELOW, PURCHASER ACKNOWLEDGES PRIOR TIMELY NOTICE BY LISTING OR SELLING COMPANY THAT LISTING COMPANY IS SELLER'S AGENT.

The selling broker, RE/MAX

The Grand Jct. Real Estate Group, Inc., and its sales agents'

(Selling Company) represent: [IF THE BOX IN SUBSECTION (b) IS CHECKED, SELLING COMPANY REPRESENTS PURCHASER ONLY, AS SET FORTH IN SUBSECTION (b). IF THE BOX IN SUBSECTION (b) IS NOT CHECKED, SELLING COMPANY REPRESENTS SELLER ONLY, AS SET FORTH IN SUBSECTION (a).]

(a) **Seller.** The Selling Company owes duties of trust, loyalty and confidence to the Seller only. While the Selling Company has a duty to treat Purchaser honestly, the Selling Company is Seller's agent and is acting on behalf of Seller and not Purchaser. BY SIGNING BELOW, PURCHASER ACKNOWLEDGES PRIOR TIMELY NOTICE BY SELLING COMPANY THAT SELLING COMPANY IS SELLER'S AGENT.

[X] (b) **Purchaser.** If the box is checked: The Selling Company owes duties of trust, loyalty and confidence to the Purchaser only. While the Selling Company has a duty to treat the Seller honestly, the Selling Company is acting on behalf of Purchaser and not Seller. SELLER AND LISTING COMPANY ACKNOWLEDGE PRIOR TIMELY NOTICE BY SELLING COMPANY THAT IT IS PURCHASER'S AGENT.

20. **ADDITIONAL PROVISIONS:**

a. The purchase price for this contract has been determined on the basis of an average of \$10,042.85 per acre and an estimated acreage of 37.34 acres. Purchaser shall at his expense and during the inspection period provided in section 18. obtain a land survey by a registered surveyor of the Property to include a stated acreage rounded to the nearest 1/100th acre net after deducting public road rights-of-way and after deducting any fence encroachments upon the Property that can be expected by Purchaser to be adversely possessed by neighboring owners. Purchaser shall within the inspection period provide Seller with a copy of the survey. Seller shall have the opportunity to confirm the accuracy of the survey as compared to Seller's own survey, and if there is a discrepancy, the final acreage figure shall be determined as the two surveyors agree. If they cannot agree the parties will divide, equally, the discrepancy. The final purchase price at closing shall be the above survey determined net acreage multiplied by the previously stated per acre price.

b. The inspections to be made per section 18. shall be as deemed appropriate by Purchaser but shall not include matters regarding zoning. By way of example but not limitation, Purchaser's inspections shall include at its option a survey, soils tests, environmental audit, and review of water, ditch rights, access

and of the cost to provide utilities for Purchaser's intended use. Such inspections shall not interfere with the tenant farmer's farming operations before the 1993 crop is harvested and removed from the fields.

c. Seller affirmatively states that Seller has no knowledge of the presence of hazardous, toxic, or regulated materials on the Property.

d. Special taxing districts may be subject to general obligation indebtedness that is paid by revenues produced from annual tax levies on the taxable property within such districts. Property owners in such districts may be placed at risk for increased mill levies and excessive tax burdens to support the servicing of such debt where circumstances arise resulting in the inability of such a district to discharge such indebtedness without such an increase in mill levies. Purchasers should investigate the debt financing requirements of the authorized general obligation indebtedness of such districts, existing mill levies of such districts servicing such indebtedness, and the potential for an increase in such mill levies.

e. The Seller shall with the Title Documents, furnish to the Purchaser at no cost to the Purchaser true copies of all information and documents in possession of the Seller which describes or informs concerning the condition of the Property including but not limited to field surveys, geological surveys and studies, engineering studies, and environmental studies.

f. This offer and contract are contingent upon the acceptance and coincident closing of a contract for the parcel known as 727 24.5 Road, Grand Junction, CO. In the event said other contract is not accepted Purchaser shall give written notice to the Listing Company, this contract herein shall terminate, and all of Purchaser's deposit shall be immediately returned. In the event that any contingency for said other contract is not met or said contract not coincidentally closed, then Purchaser shall in writing and as soon as practical notify the Listing Company, this contract shall terminate, and Purchaser's deposit shall be returned.

g. This contract is executed by Leonard Long as representative for all individual sellers and it is a contingency of this contract that Seller shall deliver to Purchaser on or before September 27, 1993 copies of power of attorney from each individual seller, being not more than one year since execution and notarization, and as are acceptable to the title insuring company. If this contingency is not met then this contract shall terminate and Purchaser's deposit shall be returned.

21. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Purchaser and Seller acknowledge that the Selling Company or the Listing Company has recommended that Purchaser and Seller obtain the advice of their own legal counsel regarding examination of title and this contract.

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 section 17.

23. NOTICE OF ACCEPTANCE/COUNTERPARTS. If this proposal is accepted by Seller in writing and Purchaser receives notice of such acceptance on or before September 23, 1993 4:00 pm, this document shall become a contract between Seller and Purchaser. 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 deemed to be a full and complete contract between the parties.

Mark Klechen
Purchaser-The City of Grand Junction,

9-22-93

Date

Purchaser's Address Ward Scott, RE/MAX, 1401 N. 1st St.,
Grand Junction, CO 81501

Phone: (303) 245-3961

Bus : (303) 241-4000

Fax : (303) 241-4015

[TO BE COMPLETED BY SELLER AND LISTING COMPANY]

24. ACCEPTANCE/COMMISSION. Seller accepts the above proposal this 22 day of Sept., 1993
Seller shall pay to the Listing Company a commission of 6% of the gross purchase price or _____ as agreed upon between Seller and Listing Company for services in this transaction. In the event of forfeiture of payments and things of value received hereunder, such payments and things of value shall be divided between Listing Company and Seller, one-half thereof to Listing Company, but not to exceed the commission, and the balance to Seller.

Seller- _____ Date _____
Leonard Long 9/22/93
Seller- _____ Date _____
Seller's Address _____

Phone: () - _____
Bus : () - _____
Fax : () - _____

The undersigned Selling Company acknowledges receipt of the earnest money deposit specified in section 3 and both Selling Company and Listing Company confirm the respective agency disclosure set forth in section 19.

Selling Company
RE/MAX
The Grand Jct. Real Estate Group, Inc. By: _____
(Signature) Ward Scott 9/22/93
Date Ward Scott
Address 1401 North 1st, Grand Junction, CO 81501-
Phone: (303) 241-4000
Fax : (303) 241-4015

Listing Company Bray and Company Better Homes and Gardens
By Wayne Beede 9-22-93
(Signature) Wayne Beede Date
Address 1015 N. 7th Street, Grand Junction, CO 81501
Phone: (303) 242-3647
Fax : (303) 242-0436

LEGAL DESCRIPTION

Lots 29, 30, 31, and 32, and that part of Lot 28 which lies W of the wash thereon; all in Pomona Park, EXCLUDING the South 145.80 feet of the West 258.00 feet of Lot 31 in Pomona Park and except Highway, if any, Mesa County, Colorado

Jim W.

RE/MAX
The Grand Jct. Real Estate Group, Inc.
1401 North 1st
Grand Junction, CO 81501-

The printed portions of this form except (italicized)(differentiated) additions |
have been approved by the Colorado Real Estate Commission(CREC) (CBS5C-5-89) |

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

VACANT LAND/FARM AND RANCH
CONTRACT TO BUY AND SELL REAL ESTATE
Seller's remedy Liquidated Damages or Specific Performance (Section 16)
[FINANCING SECTIONS OMITTED]

September 21, 1993

1. PARTIES AND PROPERTY.

The City of Grand Junction

purchaser(s) [Purchaser], (~~as/bill/tenants/tenants/in/condom~~) agrees to buy, and the undersigned seller(s) [Seller], agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Mesa, Colorado, to wit:

Per the attached "Legal Description" which is incorporated herein plus all water, water rights, ditch, and ditch rights appurtenant thereto,

known as No. 727 24.5 Road, Grand Junction, CO 81505,

(Street Address City State Zip)

(Street Address City State Zip)

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded, and called the Property.

2. INCLUSIONS. The purchase price includes the following items (a) if attached to the Property on the date of this contract: lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, water softeners, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, and sprinkler systems and controls; (b) if on the Property whether attached or not on the date of this contract: built-in vacuum systems (including accessories), storm windows, storm doors, window and porch shades, awnings, blinds, screens, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, all keys and garage door openers including 0 remote controls; and (c)

none.

(d) Water Rights. Purchase price to include the following water rights:

60 shares of the stock of the Grand Valley Irrigation Company.

(e) Growing Crops. With respect to the growing crops Seller and Purchaser agree as follows:

none.

The above-described included items (Inclusions) are to be conveyed to Purchaser by Seller by bill of sale,

n/a

deed or other applicable legal instrument(s) at the closing, free and clear of all taxes, liens and encumbrances, except as provided in section 10.

The following attached fixtures are excluded from this sale:

n/a

3. PURCHASE PRICE AND TERMS. The purchase price shall be \$207,000.00, payable in U.S. dollars by Purchaser as follows (complete the applicable terms below):

(a) EARNEST MONEY.

\$8,000.00 in the form of
a check

as earnest money deposit and part payment of the purchase price, payable to and held by Bray and Company Better Homes and Gardens, broker, in broker's trust account on behalf of both Seller and Purchaser. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing.

(b) CASH AT CLOSING.

\$199,000.00 to be paid by Purchaser at closing in cash, electronic transfer funds, certified check, savings and loan teller's check, or cashier's check. Subject to the provisions of section 4, if the existing loan balance at the time of closing shall be different from the loan balance in section 3, the adjustment shall be made in cash at closing or paid as follows:

n/a

~~4. FINANCING CONDITIONS AND OBLIGATIONS.~~

FINANCING TERMS, CONDITIONS AND OBLIGATIONS, PERTAINING TO SECTIONS 3 AND 4, ARE ATTACHED BY REAL ESTATE COMMISSION APPROVED ADDENDUM AS FOLLOWS:

(check as applicable)

- NEW LOAN
- ASSUMPTION
- ~~SELLER OR PRIVATE THIRD PARTY~~

5. GOOD FUNDS. All payments required at closing shall be made in funds which comply with all applicable Colorado laws.

6. NOT ASSIGNABLE. This contract shall not be assignable by the Purchaser 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.

7. EVIDENCE OF TITLE. Seller shall furnish to Purchaser, at Seller's expense, ~~AT/AN~~ a current commitment for owner's title insurance policy in an amount equal to the purchase price ~~of/AT/SELLER'S/CHOICE/AN/ABSTRACT/OF/TITLE~~ ~~of/AT/SELLER'S/CHOICE/AN/ABSTRACT/OF/TITLE~~ on or before October 1, 1993. If a title insurance commitment is furnished, Purchaser may require of Seller that copies of instruments ~~(of/ABSTRACTS/OF/INSTRUMENTS)~~ listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Purchaser at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies ~~of/ABSTRACTS~~ of instruments furnished pursuant to this section 7, constitute the title documents (Title Documents). Purchaser must request Seller to furnish copies or ~~ABSTRACTS/OF~~ instruments listed in the schedule of exceptions no later than 5 calendar days after Purchaser's receipt of the title insurance commitment. If Seller furnishes a title insurance commitment, Seller will have the title insurance policy delivered to Purchaser as soon as practicable after closing and pay the premium at closing.

8. TITLE.

(a) Title Review. Purchaser shall have the right to inspect the Title Documents ~~of/ABSTRACT~~. Written notice by Purchaser of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents ~~of/ABSTRACT~~ shall be signed by or on behalf of Purchaser and given to Seller or Listing Company on or before 10 calendar days after Purchaser's receipt of Title Documents ~~of/ABSTRACT~~ or within five (5) calendar days after receipt by Purchaser 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 Seller or Listing Company does not receive Purchaser's notice by the date(s) specified above, Purchaser shall be deemed to have accepted the condition of title as disclosed by the Title Documents as satisfactory.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Purchaser, on or before the date set forth in section 7, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Purchaser all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Purchaser shall have the right to inspect the Property to determine if any third party(s) 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 Purchaser and given to Seller or Listing Company on or before October 11, 1993. If Seller or Listing Company does not receive Purchaser's notice by said date, Purchaser shall be deemed to have accepted title subject to such rights, if any, of third parties of which Purchaser has actual knowledge.

(c) Right to Cure. If Seller or Listing Company receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate, subject to section 17; provided, however, Purchaser may, by written notice received by Seller or Listing Company on or before closing, waive objection to said unsatisfactory title condition(s).

9. DATE OF CLOSING. The date of closing shall be December 8, 1993, or by mutual agreement at an earlier date. The hour and place of closing shall be designated by

Bray and Company Better Homes and Gardens

10. TRANSFER OF TITLE. Subject to tender or payment on closing as required herein and compliance by Purchaser with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient General Warranty deed to Purchaser, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing, and except

none other ;

free and clear of all liens for special improvements installed as of the date of Purchaser's signature hereon, whether assessed or not; except distribution utility easements, including cable TV; except those matters reflected by the Title Documents accepted by Purchaser in accordance with subsection 8(a); except those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 8(b); and subject to building and zoning regulations.

11. PAYMENTS OF ENCUMBRANCES. 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.

12. CLOSING COSTS, DOCUMENTS AND SERVICES. Purchaser and Seller shall pay their respective closing costs at closing except as otherwise provided herein. Purchaser and Seller shall sign and complete all customary or required documents at or before closing. Fees for real estate closing and settlement services shall not exceed \$200.00 and shall be paid at closing by half by Seller, half by Purchaser.

13. PRORATIONS. General taxes for the year of closing, based on the most recent levy and the most recent assessment, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, and

none other

shall be prorated to date of closing.

Any sales, use and transfer tax that may accrue because of this transaction shall be paid by

n/a

14. POSSESSION. Possession of the Property shall be delivered to Purchaser as follows:

at time of deed delivery

subject to the following lease(s) or tenancy(s):

none.

If Seller, after closing, fails to deliver possession on the date herein specified, Seller shall be subject to eviction and shall be additionally liable to Purchaser for payment of \$200.00 per day from the date of agreed possession until possession is delivered.

15. CONDITION OF AND DAMAGE TO PROPERTY. 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, Seller 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 Purchaser. Should Purchaser elect to carry out this contract despite such damage, Purchaser shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) 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 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 Purchaser covering such repair or replacement. The risk of loss for any damages to growing crops, by fire or other casualty, shall be borne by the party entitled to the growing crops, if any, as provided in section 2 and such party shall be entitled to such insurance proceeds or benefits for the growing crops, if any.

16. TIME OF ESSENCE/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 PURCHASER IS IN DEFAULT: IF THE BOX IN SUBSECTION (1) IS CHECKED, SELLER'S REMEDIES SHALL BE AS SET FORTH IN SUBSECTION (1)[SPECIFIC PERFORMANCE]. IF SAID BOX IS NOT CHECKED, SELLER'S REMEDIES SHALL BE AS SET FORTH IN SUBSECTION (2) [LIQUIDATED DAMAGES].

[] (1) Specific Performance. Seller may elect to treat this contract as cancelled, 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.

(2) Liquidated Damages. All payments and things of value received hereunder shall be forfeited by Purchaser 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 Purchaser'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: Purchaser may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Purchaser may recover such damages as may be proper, or Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to specific performance or damages, or both.

(c) COSTS AND EXPENSES. 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 expense, including attorney fees.

17. EARNEST MONEY DISPUTE. Notwithstanding any termination of this contract, Purchaser and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by broker or closing agent, unless mutual written instructions are received by the holder of the earnest money and things of value, broker or closing agent shall not be required to take any action but may await any proceeding, or at broker's or closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

18. INSPECTION. Purchaser or any designee shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Purchaser's expense. If written notice of any unsatisfactory condition, signed by Purchaser, is not received by Seller or Listing Company on or before November 24, 1993, the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Purchaser. If written notice of any unsatisfactory condition, signed by Purchaser, is given to Seller or Listing Company as set forth above in this section, and if Purchaser and Seller have not reached a written agreement in settlement thereof on or before December 1, 1993, this contract shall then terminate, subject to section 17. Purchaser is responsible and shall pay for any damage which occurs to Property and Inclusions as a result of such inspection.

19. AGENCY DISCLOSURE. The listing broker, Bray and Company Better Homes and Gardens, and its sales agents (Listing Company) represent Seller. The Listing Company owes duties of trust, loyalty and confidence to the Seller only. While the Listing Company has a duty to treat Purchaser honestly, the Listing Company is Seller's agent and is acting on behalf of Seller and not Purchaser. BY SIGNING BELOW, PURCHASER ACKNOWLEDGES PRIOR TIMELY NOTICE BY LISTING OR SELLING COMPANY THAT LISTING COMPANY IS SELLER'S AGENT.

The selling broker, RE/MAX

The Grand Jct. Real Estate Group, Inc., and its sales agents

(Selling Company) represent: [IF THE BOX IN SUBSECTION (b) IS CHECKED, SELLING COMPANY REPRESENTS PURCHASER ONLY, AS SET FORTH IN SUBSECTION (b). IF THE BOX IN SUBSECTION (b) IS NOT CHECKED, SELLING COMPANY REPRESENTS SELLER ONLY, AS SET FORTH IN SUBSECTION (a).]

(a) Seller. The Selling Company owes duties of trust, loyalty and confidence to the Seller only. While the Selling Company has a duty to treat Purchaser honestly, the Selling Company is Seller's agent and is acting on behalf of Seller and not Purchaser. BY SIGNING BELOW, PURCHASER ACKNOWLEDGES PRIOR TIMELY NOTICE BY SELLING COMPANY THAT SELLING COMPANY IS SELLER'S AGENT.

[X] **(b) Purchaser.** If the box is checked: The Selling Company owes duties of trust, loyalty and confidence to the Purchaser only. While the Selling Company has a duty to treat the Seller honestly, the Selling Company is acting on behalf of Purchaser and not Seller. SELLER AND LISTING COMPANY ACKNOWLEDGE PRIOR TIMELY NOTICE BY SELLING COMPANY THAT IT IS PURCHASER'S AGENT.

20. ADDITIONAL PROVISIONS:

a. The purchase price for this contract has been determined on the basis of an average of \$5,870.67 per acre and an estimated acreage of 35.26 acres. Purchaser shall at his expense and during the inspection period provided in section 18. obtain a land survey by a registered surveyor of the Property to include a stated acreage rounded to the nearest 1/100th acre net after deducting public road right-of-way and after deducting any fence encroachments upon the Property that can be expected by Purchaser to be adversely possessed by neighboring owners. Purchaser shall within the inspection period provide Seller with a copy of the survey. Seller shall have the opportunity to confirm the accuracy of the survey as compared to Seller's own survey, and if there is a discrepancy, the final acreage figure shall be determined as the two surveyors agree. If they cannot agree the parties will divide, equally, the discrepancy. The final purchase price at closing shall be the above survey determined net acreage multiplied by the previously stated per acre price.

b. The inspections to be made per section 18. shall be as deemed appropriate by Purchaser but shall not include matters regarding zoning. By way of example but not limitation, Purchaser's inspections shall include at its option a survey, soils tests, environmental audit, and review of water, ditch rights, access,

and of the cost to provide utilities for Purchaser's intended use. Such inspections shall not interfere with the tenant farmer's farming operations before the 1993 crop is harvested and removed from the fields.

c. Seller affirmatively states that Seller has no knowledge of the presence of hazardous, toxic, or regulated materials on the Property.

d. Special taxing districts may be subject to general obligation indebtedness that is paid by revenues produced from annual tax levies on the taxable property within such districts. Property owners in such districts may be placed at risk for increased mill levies and excessive tax burdens to support the servicing of such debt where circumstances arise resulting in the inability of such a district to discharge such indebtedness without such an increase in mill levies. Purchasers should investigate the debt financing requirements of the authorized general obligation indebtedness of such districts, existing mill levies of such districts servicing such indebtedness, and the potential for an increase in such mill levies.

e. The Seller shall with the Title Documents, furnish to the Purchaser at no cost to the Purchaser true copies of all information and documents in possession of the Seller which describes or informs concerning the condition of the Property including but not limited to field surveys, geological surveys and studies, engineering studies, and environmental studies.

f. This offer and contract are contingent upon the acceptance and coincident closing of a contract for the parcel known as 728 24 Road, Grand Junction, CO. In the event said other contract is not accepted, Purchaser shall give written notice to the Listing Company, this contract herein shall terminate and all of Purchaser's deposit shall be immediately returned. In the event that any contingency for said other contracts is not met or said contract not coincidentally closed, then Purchaser shall in writing and as soon as practical notify the Listing Company, this contract shall terminate, and Purchaser's deposit shall be returned.

g. Prior to closing Seller shall remove all barrels, car bodies or parts, all containers with solvents, oils, gasoline, paints or hazardous, toxic, or regulated materials, and all other personal property from the Property.

h. Seller Leonard Long shall individually and at the time of closing execute and deliver to Purchaser the attached "Agreement for Right of First Refusal".

i. This contract is executed by Leonard Long as representative for all individual sellers and it is a contingency of this contract that Seller shall deliver to Purchaser on or before September 27, 1993 copies of power of attorney from each individual seller, being not more than one year since execution and notarization, and as are acceptable to the title insuring company. If this contingency is not met then this contract shall terminate and Purchaser's deposit shall be returned.

21. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Purchaser and Seller acknowledge that the Selling Company or the Listing Company has recommended that Purchaser and Seller obtain the advice of their own legal counsel regarding examination of title and this contract.

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 section 17.

23. NOTICE OF ACCEPTANCE/COUNTERPARTS. If this proposal is accepted by Seller in writing and Purchaser receives notice of such acceptance on or before September 23, 1993 4:00 pm, this document shall become a contract between Seller and Purchaser. 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 deemed to be a full and complete contract between the parties.

Shane Kleben

9-22-93

Purchaser-The City of Grand Junction

Date

Purchaser's Address Ward Scott, RE/MAX, 1401 N. 1st St.,
Grand Junction, CO 81501

Phone: (303) 245-3961

Bus : (303) 241-4000

Fax : (303) 241-4015

[TO BE COMPLETED BY SELLER AND LISTING COMPANY]

24. **ACCEPTANCE/COMMISSION.** Seller accepts the above proposal this 22 day of Sept., 1993. Seller shall pay to the Listing Company a commission of 6 % of the gross purchase price or as agreed upon between Seller and Listing Company for services in this transaction. In the event of forfeiture of payments and things of value received hereunder, such payments and things of value shall be divided between Listing Company and Seller, one-half thereof to Listing Company, but not to exceed the commission, and the balance to Seller.

Seller-

Date

Leonard Long

9/22/93

Seller-

Date

Seller's Address

Phone: () -

Bus : () -

Fax : () -

The undersigned Selling Company acknowledges receipt of the earnest money deposit specified in section 3 and both Selling Company and Listing Company confirm the respective agency disclosure set forth in section 19.

Selling Company

RE/MAX
The Grand Jct. Real Estate Group, Inc.

By:

(Signature)

Ward Scott
Ward Scott Date

Address 1401 North 1st, Grand Junction, CO 81501-

Phone: (303) 241-4000

Fax : (303) 241-4015

Listing Company Bray and Company Better Homes and Gardens

By

Wayne Beede
(Signature) Wayne Beede

9-22-93

Date

Address 1015 W. 7th Street, Grand Junction, CO 81501

Phone: (303) 242-3647

Fax : (303) 242-0436

LEGAL DESCRIPTION

Lots 27, 33, 34 and that part of Lot 28 lying East of the Wash
which cuts said Lot 28 EXCEPT HIGHWAY

ALL in POMONA PARK, MESA COUNTY, COLORADO

s:legal2

**AGREEMENT FOR
RIGHT OF FIRST REFUSAL**

THIS RIGHT OF FIRST REFUSAL AGREEMENT dated _____, 1993, between Leonard Long (the "Owner"), and the City of Grand Junction (the "City").

Owner is the owner of the tract of land located in Mesa County, Colorado, more particularly described on Exhibit A attached hereto (the "Property"), which description is incorporated herein by reference.

The Owner desires to grant to the City, for a period of 50 years beginning on the date hereof and expiring on the twentieth anniversary of the date hereof, a right of first refusal to purchase the Property on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the City to the Owner and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. If, during the period fifty (50) years after the date of this Agreement, the Owner shall desire to offer to sell the Property or any part thereof, or shall receive from a third party a bona fide offer to purchase the Property or any part thereof which the Owner desires to accept, the Owner, before making or accepting the offer, as the case may be, shall send the City two copies of a contract for the sale of the Property embodying the terms of the offer, both copies of which shall have been executed by the Owner, together with a written notification from the Owner of Owner's intention to make or accept the offer embodied in the contract, as the case may be, if the offer is not accepted by the City. The City shall have the right, within twenty (20) days of the receipt of the contract and the written notice, to purchase the Property or such part thereof on the terms and conditions set forth in the contract. In the event the City elects to accept the offer embodied in the contract, the City must do so by executing one copy of the contract and returning it to the Owner within the twenty (20) day period.

2. If the City does not accept the offer embodied in the contract within the twenty (20) day period provided in paragraph 1 hereof, then the offer embodied in the contract shall be deemed withdrawn and the Owner shall be free for a period of six (6) months from the expiration of the twenty (20) day period to sell or offer to sell the Property to third parties on terms not less favorable to the Owner than those set forth in the contract and thereby clear of this Right of First Refusal. In the event the

Property is not sold to a third party within the six (6) month period, then any further offer to sell or to purchase the Property or any part thereof must first be submitted to the City in accordance with the provisions of paragraph 1.

3. In the event the Owner shall, during the aforesaid six (6) month period (or during a subsequent six (6) month period as in this paragraph 3 provided), decide to revise the terms of its offer so that the Property or any part thereof shall be offered for sale upon terms less favorable to the Owner than those contained in any contract previously submitted to the City, or shall receive from a third party a bona fide offer to purchase the Property or any part thereof on less favorable terms, which offer the Owner is willing to accept (such less favorable terms being hereinafter referred to as a "New Offer"), then the Owner shall, with respect to each such New Offer, before offering the Property or such part thereof for sale to others on the terms embodied in the New Offer, or accepting the New Offer, as the case may be, offer to sell the Property or such part thereof to the City on the terms contained in the then current New Offer. The terms of the New Offer shall be embodied in a new contract for the sale of the Property or such part thereof, which shall be submitted to the City in accordance with the requirements of paragraph 1 above. If the City shall not accept the New Offer within twenty (20) days after the receipt of the new contract and the written notice referred to in paragraph 1 above, then the Owner shall be free for a period of six (6) months from the expiration of the sixty (60) day period to sell or offer to sell the Property or such part thereof to third parties on terms not less favorable to the Owner than those contained in the New Offer free and clear of this Right of First Refusal; provided, however, that in the event the Property or such part thereof is not sold to a third party within the six (6) month period, then any further offers with respect to the Property or any part thereof must be submitted to the City in accordance with the provisions of paragraph 1.

4. This Agreement shall not apply to any conveyance or transfer by gift, devise, inheritance or otherwise to Owner's issue or other members of his family, which shall mean Owner's issue, Owner's brothers and sisters and their issue. This Agreement shall be subordinate and junior to the legal operation and effect of any present or future mortgage or deed of trust which is now or hereafter becomes a lien on the Property.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

6. All notices pursuant to this Agreement shall be deemed given when personally delivered to the party to whom it is directed during business hours on a business day or in lieu of personal delivery on the second business day after the same is deposited in the United States mail, postage prepaid, sent certified mail, return receipt requested, addressed as follows: if to Owner, to 726 24 Road, Grand Junction, Colorado, 81505; if to City, to: 250 N. 5th Street, Grand Junction, Colorado, 81501.

Either party may change his or its address for the purposes of this section by giving notice of the changed address to the other party in the manner provided for above.

IN WITNESS WHEREOF the parties executed this Agreement and affixed their seals as of the date and year first above written.

Leonard Long, Owner

ATTEST:

CITY OF GRAND JUNCTION

By _____
Title: Clerk

By _____
Title: City Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by Leonard Long.

WITNESS my hand and official seal.
My commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by Mark K. Achen as City Manager, and by Stephanie Nye as Clerk of the City of Grand Junction.

WITNESS my hand and official seal.
My commission expires:

Notary Public

LEGAL DESCRIPTION

Beginning at the Southwest corner of Lot 31 and running thence North along the West boundary of said Lot 31, a distance of 145.80 feet;
thence East 258.00 feet;
thence South 145.80 feet to the South boundary of Lot 31;
thence West 258.00 feet to the point of beginning.

ALL in POMONA PARK, MESA COUNTY, COLORADO