

2291286 BK 4053 PG 844
12/07/2005 09:11 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$5.00 SurChg \$1.00
DocFee EXEMPT

WARRANTY DEED

NO DOCUMENTARY FEE
REQUIRED

THIS DEED, dated DECEMBER 6, 2005
between DEAN H. VAN GUNDY, whose legal address is 1018 South Fifth
Street, Grand Junction, Colorado 81501-7764, grantor, and THE CITY OF
GRAND JUNCTION, a Colorado home rule municipality, whose legal address
is 250 North 5th Street, Grand Junction, Colorado 81501, of the County of Mesa
and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of FORTY FIVE THOUSAND AND 00/100
DOLLARS (\$45,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and
conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns
forever, all the real property, together with improvements, if any, situate, lying and being in the County of Mesa, State of
Colorado, described as follows:

**Lot 11, Block 1, South Fifth Street Subdivision,
LESS and EXCEPT the North 25 feet thereof,
Grand Junction, Mesa County, Colorado.**

Also known by street and number as: 1030 South 5th Street, Grand Junction, Colorado 81501.
Assessor's schedule or parcel numbers: 2945-232-02-020.

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

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

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

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

Dean H. Van Gundy
DEAN H. VAN GUNDY

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 6th day of DECEMBER, 2005, by
DEAN H. VAN GUNDY.

My commission expires: 5/11/2006
Witness my hand and official seal.

Jim Woodmansee
Notary Public



WHEN RECORDED RETURN TO:
H.C. PECK & ASSOCIATES, INC.
ATTN: MICHELE SPENCER
P.O. BOX 480306
DENVER, CO 80248-0306

RIVERSIDE PARKWAY
PARCEL NO. E-31

2291287 BK 4053 PG 845-846
12/07/2005 09:11 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$10.00 SurChg \$1.00
DocFee EXEMPT

WARRANTY DEED

NO DOCUMENTARY FEE
REQUIRED

THIS DEED, dated DECEMBER 6, 2005
between DEAN H. VAN GUNDY, whose legal address is 1018 South Fifth
Street, Grand Junction, Colorado 81501-7764, grantor, and THE CITY OF
GRAND JUNCTION, a Colorado home rule municipality, whose legal address
is 250 North 5th Street, Grand Junction, Colorado 81501, of the County of Mesa
and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of ONE MILLION SEVEN HUNDRED
THIRTY FIVE THOUSAND FIVE HUNDRED FOUR AND 00/100 DOLLARS (\$1,735,504.00), the receipt
and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all the real
property, together with improvements, if any, situate, lying and being in the County of Mesa, State of Colorado,
described as follows:

GRANTOR'S UNDIVIDED 80% INTEREST IN AND TO THE REAL PROPERTY DESCRIBED IN
EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Also known by street and number as: 902 South 5th Street, 912 South 5th Street, 914 South 5th Street, 926 South
5th Street, 1018 South 5th Street, 1028 South 5th Street and 1110 South 5th Street, Grand Junction, Colorado 81501.
Assessor's schedule or parcel numbers: 2945-232-00-069, 2945-232-02-001, 2945-232-02-002, 2945-232-02-
003, 2945-232-02-010, 2945-232-02-037, 2945-232-02-012, 2945-232-02-017, 2945-232-02-018, 2945-232-02-035,
2945-232-02-019, 2945-232-02-022, 2945-232-02-005, 2945-232-02-004, 2945-232-02-006, 2945-232-02-009,
2945-232-02-008, 2945-232-02-038, 2945-232-02-036, 2945-232-02-014, 2945-232-02-033 and 2945-232-02-030.

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

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

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

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

Dean H. Van Gundy
DEAN H. VAN GUNDY

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 6th day of DECEMBER, 2005,
by DEAN H. VAN GUNDY.

My commission expires: 5/11/2006
Witness my hand and official seal.

Jim Woodmansee
Notary Public



EXHIBIT "A"

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

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

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

AND Beginning at a point 577 ½ feet West of the NE Corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, and 134 ½ feet South of the North boundary line of the SE ¼ NW ¼ of said Section 23, thence West 82 ½ feet, thence South 64 ½ feet, thence East 82 ½ feet, thence North 64 ½ feet to the point of beginning, LESS and EXCEPT that parcel of land described in Warranty Deed recorded January 10, 1952 in Book 559 at Page 271,

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

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

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

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

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

AND Beginning 577.5 feet West and 199 feet South of the Northeast corner of the SE ¼ NEW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 74.5 feet, thence South 70 feet, thence East 74.5 feet, thence North to the place of Beginning,

MESA COUNTY, COLORADO.

WARRANTY BILL OF SALE

DEAN H. VAN GUNDY ("Seller"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid by The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501 ("Purchaser"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed and delivered, and by these presents does grant, bargain, sell, convey and deliver unto Purchaser, its successors and assigns, the following described personal property now located at 902 South 5th Street in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Seller's undivided 80% interest in and to one (1) double-faced billboard advertising sign together with all apparatus and devices appurtenant thereto, including, but not limited to, foundations, anchors, bases, poles, panels, electrical and lighting systems.

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

IN WITNESS WHEREOF, Seller has hereunto set his hand and seal this 6th day of December, 2005.

Dean H. Van Gundy
DEAN H. VAN GUNDY

State of Colorado)
)ss.
County of Mesa

The foregoing instrument was acknowledged before me this 6th day of December, 2005, by DEAN H. VAN GUNDY.

My commission expires: 5/11/2006

Witness my hand and official seal.

Jim Woodmansee
Notary Public



Exhibit "D"
Memorandum of Option

This memorandum is of and pertains to that certain unrecorded Option Agreement dated the 6th day of DECEMBER, 2005, between the City of Grand Junction, a Colorado home rule municipality ("the City"), and Dean H. Van Gundy ("Van Gundy") concerning the following described real property in the County of Mesa, State of Colorado, to wit:

See **Exhibit "A"** and **Exhibit "B"**, which Exhibits are attached hereto and incorporated herein by reference.

The City has granted to Van Gundy the sole, exclusive and irrevocable right and option to purchase the above-described Property. The term of Van Gundy's option to purchase said Property began on DECEMBER 6, 2005 and expires on January 1, 2007.

This memorandum is not a complete summary of the Option Agreement. Provisions in this memorandum shall not be used in interpreting the provisions of the Option Agreement. In the event of conflict between this memorandum and the unrecorded Option Agreement, the unrecorded Option Agreement shall control.

In witness whereof, the parties to this memorandum and the unrecorded Option Agreement have caused it to be executed in Grand Junction, Colorado, as of the 6th day of DECEMBER, 2005.

Attest:

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

Stephanie Yum
City Clerk

[Signature]
City Manager



Dean H. Van Gundy
Dean H. Van Gundy

This document is being re-recorded to include Exhibit "A" and Exhibit "B", which Exhibits were omitted from the document originally recorded on December 7, 2005, in Book 4053 at Page 848, Reception No. 2291289.

EXHIBIT "A"**PROPERTY DESCRIPTION**

Parcel No. R E-101

A parcel of land being a portion of the tracts of land described in Book 2279 at Page 718 recorded in the Mesa County Clerk and Recorder's Office on November 15, 1996 lying in the Northwest Quarter of Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 23 (a 3" Brass Cap stamped "MESA COUNTY SURVEY MARKER-C 1/4 S23-NO1280) whence the East Quarter Corner of said Section 23 (a 3 1/4" aluminum cap, D-H SURVEYS INC T1SR1W 1/4 23/24 LS 42306) bears S89°36'03"E a distance of 2638.76 feet;

THENCE N18°31'05"W a distance of 1024.71 feet to the easterly line of Lot 18, Block 1, South Fifth Street Subdivision, recorded at Reception Number 454880 in the Mesa County Clerk and Recorder's Office on November 29, 1946, being the POINT OF BEGINNING;

THENCE N51°23'17"W, non-tangent with the following described curve, a distance of 182.24 feet;

THENCE along the arc of a curve to the left, having a central angle of 25°26'19", a radius of 400.00 feet, a chord bearing of N63°38'35"W a distance of 176.14 feet, and an arc distance of 177.59 feet;

THENCE N00°35'18"W, non-tangent with the last described curve, along the westerly line of Lot 16, Block 1 of said South Fifth Street Subdivision a distance of 149.65 feet;

THENCE the following three (3) courses along the westerly, northeasterly and southerly lines of tract of land described in said Book 2279 at Page 718:

- 1) N00°04'11"E a distance of 70.41 feet;
- 2) THENCE S63°36'17"E a distance of 157.99 feet;
- 3) THENCE S89°55'48"W a distance of 3.39 feet;

THENCE S64°41'56"E along the southerly line of a tract of land described in Book 1185 at Page 479, recorded in the Mesa County Clerk and Recorder's Office on February 2, 1979 a distance of 20.89 feet;

THENCE S00°35'40"E along the westerly line of Lot 17, Block 1 of said South Fifth Street Subdivision a distance of 3.13 feet;

THENCE the following three (3) courses along the southerly line of a tract of land described in said Book 1185 at Page 479:

- 1) S64°24'33"E, tangent with the following described curve, a distance of 15.39 feet;
- 2) THENCE along the arc of a curve to the left, having a central angle of 26°33'00", a radius of 220.00 feet, a chord bearing S77°41'03"E a distance of 101.04 feet, and an arc distance of 101.94 feet;
- 3) THENCE N89°02'27"E tangent with the last described curve a distance of 27.00 feet;

THENCE S00°57'33"E along the easterly line of Lots 17 and 18, Block 1 of said South

Fifth Street Subdivision a distance of 301.98 feet to the POINT OF BEGINNING.

Containing 68,665 square feet (1.576 Acres) more or less.

Basis of Bearing: N89°58'01"E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2"Alumn.Cap in Monument Box Stamped: AES T1S R1W S16/S15/S21/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2"Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township 1 South, Range 1 West Ute P.M.

Marla Mellor
Prepared by:
Date: 11-3-2005
Marla Mellor Mellor, PLS 24320
For and on behalf of Carter & Burgess, Inc

OPTION AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY

This Option Agreement ("Agreement") is made and entered into this 6th day of December, 2005, by and between The City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Dean H. Van Gundy, hereinafter referred to as "Van Gundy".

Recitals

A. The City is the owner of that certain real property situated in Mesa County, Colorado, as more particularly described in **Exhibit "A"** and depicted on **Exhibit "B"**, which Exhibits are attached hereto and incorporated herein by reference. Said real property is hereinafter referred to in this Agreement as "the Property".

B. The City agrees to sell the Property to Van Gundy and Van Gundy City agrees to purchase the Property from the City pursuant to the terms, covenants and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Van Gundy hereby covenant and agree as follows:

1. **Grant of Option.** For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the City hereby grants and conveys to Van Gundy the sole, exclusive and irrevocable right and option to purchase the Property ("the Option") in accordance with the terms and conditions of this Agreement.

2. **Term of the Option.** The term of the Option hereby granted shall commence on the day and year first above written and shall expire and terminate at 5:00 p.m., Grand Junction time, on January 1, 2007 ("Option Term").

3. **Purchase Price and Terms.** The purchase price for the Property shall be Five Hundred Seventy Five Thousand and 00/100 Dollars (\$575,000.00), payable in cash or good funds, at closing.

4. **Zoning and Land Use Approvals.** Van Gundy intends to own, occupy and utilize the Property for the purpose of operating Van Gundy's salvage and recycling business known as Ampco, Inc. ("the Business"). The parties believe that conducting such use on the Property will require review(s), approval(s), authorization(s) and permit(s) ("Required Approvals") by and from governmental agencies and authorities, including the City, that exercise jurisdiction over the Property ("Review Agencies"). Each party shall undertake the diligent and good faith performance of certain duties in order to obtain all Required Approvals from all Review Agencies, as follows:

(a) On or before January 15, 2006, Van Gundy shall, at no cost or expense to the City, prepare and submit to all appropriate Review Agencies, as determined by the City of Grand Junction Zoning and Development Code, the necessary and required Development Plan, Analysis and Permit Application(s) ("Development Documents") depicting all of the information and features which are necessary and required by the Review Agencies to determine how the Business may lawfully exist upon and operate from and upon the Property. Van Gundy agrees that the Development Documents shall in all respects comply with, at a minimum, the Zoning and Development Code of the City of Grand Junction. The City agrees to fully cooperate with Van Gundy by timely executing in writing, as owner of the Property, any and all documents and applications which may be required of it in conjunction with the Development Documents; provided, however, that the City shall not be deemed to represent Van Gundy in the application(s) and/or in all required meetings and presentations relating to the Development Documents.

(b) On or before January 15, 2006, the City shall, at no cost or expense to Van Gundy, prepare and submit to all appropriate Review Agencies, the following:

- (1). A Subdivision Plat that will lawfully create a single parcel of land by merging the Property with separate parcels of land being purchased by Van Gundy; and
- (2). An application to vacate the North-South alley right-of-way located South of 4th Avenue between Lots 16, 17, 21 and 22 in Block 1 of South Fifth Street Subdivision; and
- (3). An application to obtain an appropriate zoning designation that will allow the Business to lawfully exist upon and operate from and upon the Property.

The City agrees that the City will represent both itself and Van Gundy in the applications and/or all required meetings and presentations relating to the items contained in this subparagraph 6(b).

5. **No Breach or Conflict of Interest.** To the extent that the City is a Review Agency that exercises jurisdiction over the Property, the parties understand and agree that the City's review, approval or disapproval of Van Gundy's contemplated use of the Property as described in paragraph 6 shall be conducted in an impartial manner independent of this Agreement and that nothing contained herein shall be deemed to limit the City's conduct in its review, approval or disapproval of any or all application(s), authorization(s) and/or permit(s). Further, nothing contained in this Agreement shall be deemed to imply that any of the Required Approval(s) will be forthcoming; the failure and/or denial of any Required Approval(s) from any Review Agency shall not be deemed in any manner to be a breach of this Agreement, nor shall any such failure and/or denial of any Required Approval(s) give cause for any claim, liability or obligation or cause of action arising out of, under or with respect to this Agreement.

6. **Exercise of Option.** The parties agree that Van Gundy may exercise his option to purchase the Property at any time during the Option Term by delivering written notice to the City of Van Gundy's intention to exercise the Option ("Notice to Exercise"). In the event Van Gundy fails to exercise his exclusive right and option to purchase the Property during the Option Term, this Agreement shall become absolutely null and void and neither party shall have any other rights, liabilities, obligations or duties hereunder or pursuant to this Agreement.

7. **Contract to Buy & Sell Real Estate.** In the event Van Gundy exercises his exclusive right and option to purchase the Property pursuant to paragraph 4 above, the City agree to sell the Property to Van Gundy and Van Gundy agrees to purchase the Property from the City and both parties agree to execute and enter into a contract for such sale and purchase in accordance with and substantially in the form of the Contract to Buy & Sell Real Estate attached hereto as **Exhibit "C"** and incorporated herein by reference.

8. **Memorandum of Option.** Concurrent with the execution of this Agreement, the parties shall execute a Memorandum of Option substantially in the form provided in **Exhibit "D"** attached hereto and incorporated herein by reference. The City may, at the expense of the City, record Exhibit "C" in the office of the Mesa County Clerk and Recorder.

9. **Early Termination.** Van Gundy may, at any time during the Option Term, terminate this Agreement and relinquish his sole and exclusive right and option to purchase the Property by giving written notice to the City of Van Gundy's determination to terminate. In such event, all payments and things of value received hereunder shall be forfeited by Van Gundy and retained on behalf of the City and both parties shall thereafter be released from all obligations hereunder. In the event of early termination, Van Gundy shall execute a Quit Claim Deed to eliminate any cloud on the City's title to the Property.

10. **No Fees or Commissions.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. Each party agrees to defend, indemnify and hold the other party 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 Agreement.

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

To the City:

City of Grand Junction
Attn: City Attorney
250 North 5th Street
Grand Junction, CO 81501
Fax: (970) 244-1456

With Copy To:

City of Grand Junction
Attn: Riverside Parkway Program Manager
2529 High Country Court
Grand Junction, CO 81501
Fax: (970) 256-4014

To Van Gundy:

Dean H. Van Gundy
1018 South 5th Street
Grand Junction, CO 81501
Fax: (970) 242 - 9501

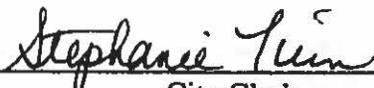
12. **Binding Effect; Assignability.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and upon their respective heirs, successors and assigns and shall not be assignable by Van Gundy.

13. **Legal Counsel / Interpretation.** Each party has obtained the advice of its own legal and tax counsel or has knowingly declined to do so, therefore, the rule of construing ambiguities against the drafter shall have no application to this Agreement.

Executed and delivered as of the day and year first above written.

Attest:

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

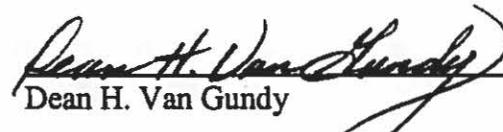


City Clerk



City Manager





Dean H. Van Gundy

November 3, 2005
071514.402.1.0025**EXHIBIT "A"****PROPERTY DESCRIPTION**

Parcel No. R E-101

A parcel of land being a portion of the tracts of land described in Book 2279 at Page 718 recorded in the Mesa County Clerk and Recorder's Office on November 15, 1996 lying in the Northwest Quarter of Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 23 (a 3" Brass Cap stamped "MESA COUNTY SURVEY MARKER-C 1/4 S23-NO1280) whence the East Quarter Corner of said Section 23 (a 3 1/4" aluminum cap, D-H SURVEYS INC T1SR1W 1/4 23/24 LS 42306) bears S89°36'03"E a distance of 2638.76 feet;

THENCE N18°31'05"W a distance of 1024.71 feet to the easterly line of Lot 18, Block 1, South Fifth Street Subdivision, recorded at Reception Number 454880 in the Mesa County Clerk and Recorder's Office on November 29, 1946, being the POINT OF BEGINNING;

THENCE N51°23'17"W, non-tangent with the following described curve, a distance of 182.24 feet;

THENCE along the arc of a curve to the left, having a central angle of 25°26'19", a radius of 400.00 feet, a chord bearing of N63°38'35"W a distance of 176.14 feet, and an arc distance of 177.59 feet;

THENCE N00°35'18"W, non-tangent with the last described curve, along the westerly line of Lot 16, Block 1 of said South Fifth Street Subdivision a distance of 149.65 feet;

THENCE the following three (3) courses along the westerly, northeasterly and southerly lines of tract of land described in said Book 2279 at Page 718:

- 1) N00°04'11"E a distance of 70.41 feet;
- 2) THENCE S63°36'17"E a distance of 157.99 feet;
- 3) THENCE S89°55'48"W a distance of 3.39 feet;

THENCE S64°41'56"E along the southerly line of a tract of land described in Book 1185 at Page 479, recorded in the Mesa County Clerk and Recorder's Office on February 2, 1979 a distance of 20.89 feet;

THENCE S00°35'40"E along the westerly line of Lot 17, Block 1 of said South Fifth Street Subdivision a distance of 3.13 feet;

THENCE the following three (3) courses along the southerly line of a tract of land described in said Book 1185 at Page 479:

- 1) S64°24'33"E, tangent with the following described curve, a distance of 15.39 feet;
- 2) THENCE along the arc of a curve to the left, having a central angle of 26°33'00", a radius of 220.00 feet, a chord bearing S77°41'03"E a distance of 101.04 feet, and an arc distance of 101.94 feet;
- 3) THENCE N89°02'27"E tangent with the last described curve a distance of 27.00 feet;

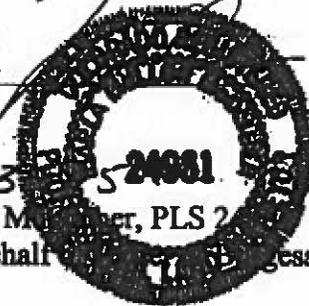
THENCE S00°57'33"E along the easterly line of Lots 17 and 18, Block 1 of said South

Carter & Burgess, Inc. Carter & Burgess Architects/Engineers, Inc. Carter & Burgess Consultants, Inc.
C&B Architects/Engineers, Inc. C&B Architects/Engineers, P.C. C&B Nevada, Inc.

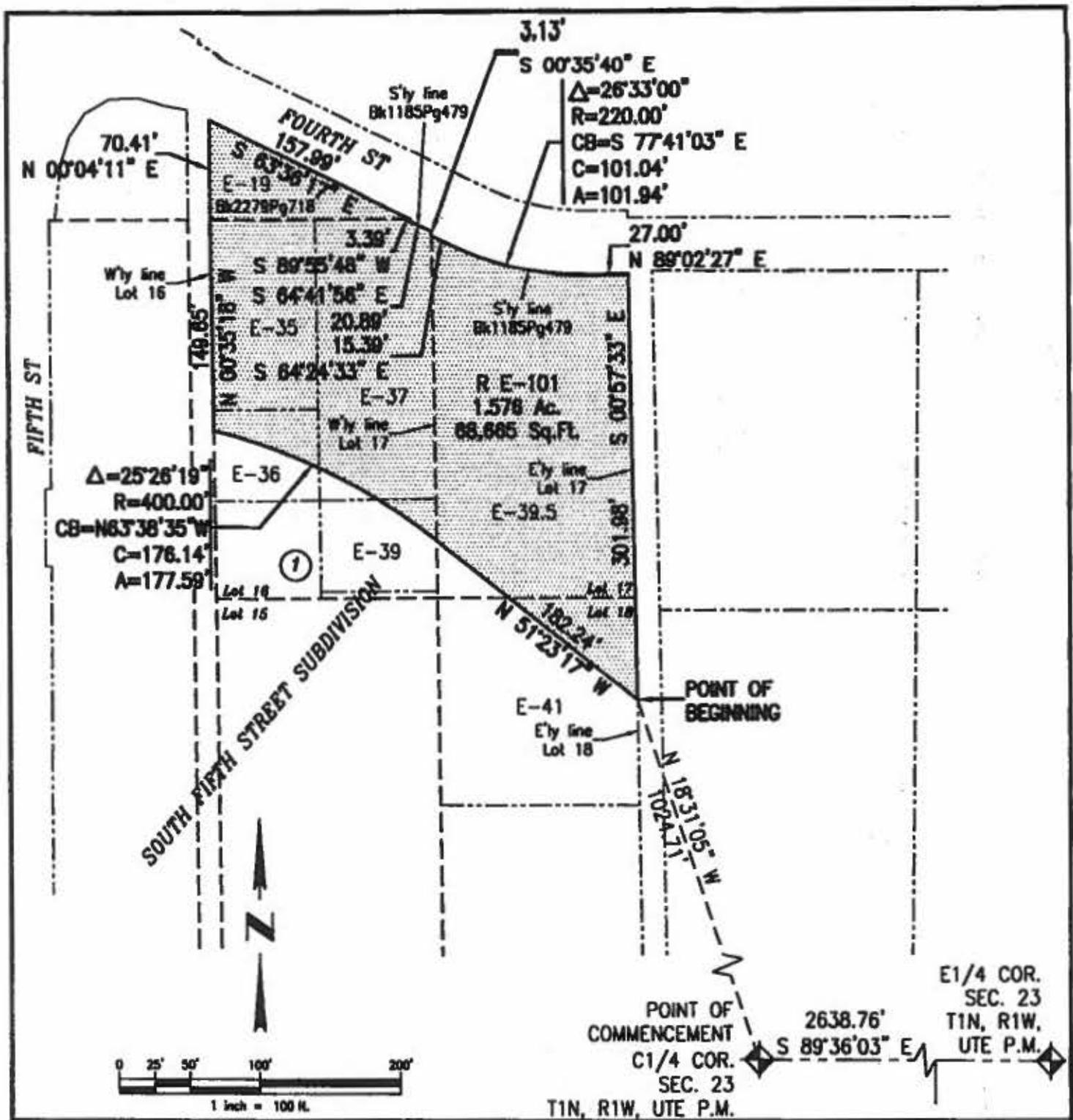
Fifth Street Subdivision a distance of 301.98 feet to the POINT OF BEGINNING.

Containing 68,665 square feet (1.576 Acres) more or less.

Basis of Bearing: N89°58'01"E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2"Alumn.Cap in Monument Box Stamped: AES T1S R1W S16/S15/S21/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2"Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township 1 South, Range 1 West Ute P.M.

Prepared by:
 Date: 11-30-05
 Marla Mellor M.E., PLS 24081
 For and on behalf of Carter & Burgess, Inc



CARTER & BURGESS PROJECT NO.		071514.602	
CLIENT PROJECT NO.		204-F04600	
REVISION DESCRIPTION			
DRAWN	JOB	DATE	SCALE
		11-3-05	1"=100'
Carter - Burgess			
707 17th Street, Suite 2300, Denver CO 80202 (303) 455-2000 Fax (303) 455-1999			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.			

RIVERSIDE PARKWAY GRAND JUNCTION COLORADO		
TITLE:		
R E-101 EXHIBIT "B"		
REVISION:	DRAWING NO.	SHEET NO.
	E-101R.dwg	1 of 1

Contract to Buy & Sell Real Estate

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

Date: _____, 200__

Purchase Price: \$ 575,000.00

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

2. **DEFINED TERMS.**

a. **Buyer.** Buyer will take title to the real property described below as:

Dean H. Van Gundy

b. **Seller.** Seller is:

the City of Grand Junction, a Colorado home rule municipality.

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

See Attachment "A" attached hereto and incorporated herein by reference, hereinafter referred to as "the Property".

d. **Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 5	Title Deadline	N/A
2	§ 6a.	Title Objection Deadline	N/A
3	§ 6b.	Off-Record Matters Deadline	N/A
4	§ 6b.	Off-Record Matters Objection Deadline	N/A
5	§ 6c.	Survey Deadline	N/A
6	§ 6c.	Survey Objection Deadline	N/A
7	§ 7a.	Seller's Property Disclosure Deadline	N/A
8	§ 7c.	Inspection Objection Deadline	N/A
9	§ 7d.	Resolution Deadline	N/A
10	§ 21a.	City Council Ratification Deadline	To Be Determined
11	§ 8	Closing Date	To Be Determined
12	§ 13	Possession Date	To Be Determined
13	§ 13	Possession Time	To Be Determined
14	§ 25	Acceptance Deadline Date	To Be Determined
15	§ 25	Acceptance Deadline Time	To Be Determined

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

Attachment "A": Legal Description of the Property

f. **Applicability of Terms.** The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution of this Contract) means the latest date upon which both parties have signed this Contract.

3. **INCLUSIONS AND EXCLUSIONS.** The Purchase Price includes the following items ("Inclusions"):

- a. **Fixtures.** N/A.
- b. **Exclusions.** The following attached fixtures are excluded from this sale: N/A
- c. **Personal Property.** None.
- d. **Water Rights.** None.
- e. **Instruments of Transfer.** N/A.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$ 575,000.00	
2	§ 4a	Earnest Money per Option		\$ 0.00
3	§ 4b	Cash at Closing		\$ 575,000.00
4		TOTAL	\$ 575,000.00	\$ 575,000.00

- 41 a. **Earnest Money.** N/A.
42 b. **Cash at Closing.** All amounts paid by Buyer at Closing including Cash at
43 Closing, plus Buyer's closing costs, shall be in funds which comply with all applicable Colorado
44 laws, which include Buyer's check, cash, electronic transfer funds, certified check, savings and
45 loan teller's check and cashier's check ("Good Funds").
46
- 47 5. **EVIDENCE OF TITLE.**
48 a. **Evidence of Title.** N/A.
49
- 50 6. **TITLE AND SURVEY REVIEW.**
51 a. **Title Review.** N/A.
52 b. **Matters not Shown by the Public Records.** N/A.
53 c. **Survey Review.** N/A.
54 d. **Right to Object, Cure.** N/A
55
- 56 7. **SELLER'S PROPERTY DISCLOSURE; BUYER'S INSPECTION.**
57 a. **Seller's Property Disclosure.** N/A.
58 b. **Buyer's Inspection.** N/A.
59 c. **Inspection Objection Deadline.** N/A.
60 d. **Resolution Deadline.** N/A.
61
- 62 8. **CLOSING.** Delivery of deed from Seller to Buyer shall be at Closing on the date
63 specified as the **Closing Date** (§2d, Item 11) or by mutual agreement at an earlier date
64 ("Closing"). The hour and place of Closing shall be as designated by mutual agreement between
65 Seller and Buyer at Abstract & Title Company of Mesa County, Inc.
66
- 67 9. **TRANSFER OF TITLE.** Subject to tender or payment at Closing as required herein
68 and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and
69 deliver a good and sufficient Special Warranty Deed to Buyer, at Closing, conveying the
70 Property free and clear of all taxes except the general taxes for the year of Closing, all leases, all
71 tenancies and all leasehold interests. Except as provided herein, title shall be conveyed free and
72 clear of all liens, including any governmental liens for special improvements installed as of the
73 date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:
74
- 75 a. utility easements;
76
- 77 10. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be
78 paid at or before Closing from the proceeds of this transaction or from any other source.
79
- 80 11. **CLOSING COSTS; DOCUMENTS AND SERVICES.** Buyer and Seller shall pay, in
81 Good Funds, their respective Closing costs and all other items required to be paid at Closing,
82 except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or
83 reasonably required documents at or before Closing. Fees for real estate Closing services shall
84 be paid at Closing by One-Half by Buyer and One-Half by Seller. Any sales and use tax that
85 may accrue because of this transaction shall be paid when due by Seller.
86
- 87 12. **PRORATIONS.** The following shall be prorated to the **Closing Date** (§2d, Item 11),
88 except as otherwise provided:
89 a. **Utilities and Other Services.** Seller shall pay for all fees and charges for all
90 utilities and services which have accrued as of the Closing Date. Buyer shall be responsible for
91 all utilities fees and services which accrue thereafter.
92 b. **Final Settlement.** Unless otherwise agreed in writing, these prorations shall be
93 final.
94
- 95 13. **POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession**
96 **Date** (§2d, Item 12) and **Possession Time** (§2d, Item 13), free and clear of any and all leases and
97 tenancies. If Seller, after Closing, fails to deliver possession as specified Seller shall be subject
98 to eviction and shall be additionally liable to Buyer for payment of \$5,000.00 per day from the
99 Possession Date until possession is delivered.
100

101 **14. ASSIGNABLE.** This Contract may not be assignable by Buyer without Seller's prior
 102 written consent and this Contract shall inure to the benefit of and be binding upon the heirs,
 103 personal representatives, successors and assigns of both parties.
 104

105 **15. CONDITION OF AND DAMAGE TO THE PROPERTY AND INCLUSIONS;**
 106 **INSURANCE.** Except as otherwise provided in this Contract, both the Property and the
 107 Inclusions shall be delivered in the condition existing as of the date of this Contract, ordinary
 108 wear and tear excepted.

- 109 a. **Casualty Insurance.** N/A.
- 110 b. **Damage, Inclusions and Services.** N/A.
- 111 c. **Walk-Through and Verification of Condition.** N/A.

112
 113 **16. LEGAL AND TAX COUNSEL; AMBIGUITIES.** (a) Buyer and Seller have each
 114 obtained the advise of its/their own legal and tax counsel regarding this Contract or has
 115 knowingly declined to do so; (b) The parties agree that the rule of construing ambiguities against
 116 the drafter shall have no application to this Contract.
 117

118 **17. TIME OF THE ESSENCE/REMEDIES.** Time is of the essence hereof. If any note or
 119 check received as Earnest Money hereunder or any other payment due hereunder is not paid,
 120 honored or tendered when due, or if any other obligation hereunder is not performed or waived
 121 as herein provided, there shall be the following remedies:
 122

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

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

133 c. **Costs and Expenses.** In the event of any arbitration or litigation relating to this
 134 Contract, each party shall share the costs of such arbitrator but otherwise all reasonable costs and
 135 expenses, including reasonable attorney fees, shall be paid by each respective party.
 136

137 **18. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and
 138 is not resolved, the parties shall first proceed in good faith to submit the matter to mediation.
 139 Mediation is a process in which the parties meet with an impartial person who helps to resolve
 140 the dispute informally and confidentially. Mediators cannot impose binding decisions. The
 141 parties to the dispute must agree before any settlement is binding. The parties will jointly appoint
 142 an acceptable mediator and will share equally in the cost of such mediation. The mediation,
 143 unless otherwise agreed, shall terminate in the event the entire dispute is not resolved thirty (30)
 144 calendar days from the date written notice requesting mediation is sent by one party to the other.
 145 This section shall not alter any date in this Contract, unless otherwise agreed in writing.
 146

147 **19. EARNEST MONEY DISPUTE.** N/A
 148

149 **20. TERMINATION.** In the event this Contract is terminated, all payments and things of
 150 value received hereunder shall be returned and the parties shall be relieved of all obligations
 151 hereunder, subject to §7b (Inspection Costs), §17a (If Buyer is in Default), §17b (If Seller is in
 152 Default) and §18 (Mediation).
 153

154 **21. ADDITIONAL PROVISIONS.**
 155

156 a. **City Council Ratification.** The execution of this Contract by the City Manager
 157 of The Grand Junction and Buyer's obligation to proceed under its terms and conditions is
 158 expressly conditioned upon and subject to the formal ratification, confirmation and consent of
 159 the City Council of the City of Grand Junction. In the event such ratification, confirmation and
 160 consent is not obtained on or before the **City Council Ratification Deadline** (§2d, Item 10), this
 161 Contract shall automatically terminate, both parties shall thereafter be released from all
 162 obligations hereunder and the Earnest Money received hereunder shall be returned to Buyer.

163 b. **No Fees or Commissions.** Buyer and Seller each warrant that no person or
164 selling agency has been employed or retained to solicit or secure this Contract upon any
165 agreement or understanding for a commission, percentage, brokerage or contingent fee. Each
166 party agrees to defend, indemnify and hold the other party harmless from any claim for real
167 estate brokerage commissions or finder's fees arising out of this Contract.
168

169 c. **Condition of Property.** Buyer warrants that he is thoroughly familiar with and
170 has carefully examined and inspected the Property, that the Property is sufficient for the purposes
171 of Buyer, and that Buyer shall accept title to the property AS-IS, WHERE-IS, in its present
172 condition, location, configuration and size.
173

174 22. **ENTIRE AGREEMENT; SUBSEQUENT MODIFICATION; SURVIVAL.** This
175 Contract constitutes the entire agreement between the parties relating to the subject hereof and
176 any prior agreements pertaining thereto, whether oral or written, have been merged and
177 integrated into this Contract. No subsequent modification of any of the terms of this Contract
178 shall be valid, binding upon the parties or enforceable unless made in writing and signed by the
179 parties. Any obligation in this Contract that, by its terms, is intended to be performed after
180 termination or Closing shall survive the same.
181

182 23. **FACSIMILE.** Signatures may be evidenced by facsimile. Documents with original
183 signatures shall be provided to the other party at Closing or earlier upon request of any party.
184

185 24. **NOTICE.** Except for the notice requesting mediation described in §18, any notice to
186 Buyer shall be effective when received by Buyer and any notice to Seller shall be effective when
187 received by Seller.
188

189 25. **NOTICE OF ACCEPTANCE; COUNTERPART.** This proposal shall expire unless
190 accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering
191 party receives notice of such acceptance pursuant to §24 on or before **Acceptance Deadline**
192 **Date** (§2d, Item No. 14) and **Acceptance Deadline Time** (§2d, Item No. 15). If accepted, this
193 document shall become a contract between Seller and Buyer, subject to ratification by the City
194 Council of the City of Grand Junction. A copy of this document may be executed by each party,
195 separately, and when each party has executed a copy thereof, such copies taken together shall be
196 deemed to be a full and complete contract between the parties.
197

198 **Buyer:**

199 _____, 200_____
200
201 Dean H. Van Gundy Date of Buyer's signature
202

203 **Buyer's Address:** 1018 South 5th Street, Grand Junction, CO 81501.
204 **Buyer's Telephone No.:** (970) 242-9500
205

206 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to §
207 26.]
208

209 **Acceptance by Sellers:**

210
211
212 By: _____, 200_____
213 City Manager Date
214

215 **Seller's Address:** 250 North 5th Street, Grand Junction, CO 81501
216 **Seller's Telephone Number:** (970) 244-1508
217

218 26. **COUNTER; REJECTION.** This offer is Countered Rejected.
219

220 **Initials only of party (Buyer or Seller) who countered or rejected offer:** _____
221
222

223 **END OF CONTRACT**
224

November 3, 2005
071514.402.1.0025

ATTACHMENT "A"

707 17th Street, Suite 2300
Denver, Colorado 80202-3404
Phone: 303.820.5240
Fax: 303.820.2402
www.c-b.com

PROPERTY DESCRIPTION

Parcel No. R E-101

A parcel of land being a portion of the tracts of land described in Book 2279 at Page 718 recorded in the Mesa County Clerk and Recorder's Office on November 15, 1996 lying in the Northwest Quarter of Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 23 (a 3" Brass Cap stamped "MESA COUNTY SURVEY MARKER-C 1/4 S23-NO1280) whence the East Quarter Corner of said Section 23 (a 3 1/4" aluminum cap, D-H SURVEYS INC T1SR1W 1/4 23/24 LS 42306) bears S89°36'03"E a distance of 2638.76 feet;
THENCE N18°31'05"W a distance of 1024.71 feet to the easterly line of Lot 18, Block 1, South Fifth Street Subdivision, recorded at Reception Number 454880 in the Mesa County Clerk and Recorder's Office on November 29, 1946, being the POINT OF BEGINNING;

THENCE N51°23'17"W, non-tangent with the following described curve, a distance of 182.24 feet;

THENCE along the arc of a curve to the left, having a central angle of 25°26'19", a radius of 400.00 feet, a chord bearing of N63°38'35"W a distance of 176.14 feet, and an arc distance of 177.59 feet;

THENCE N00°35'18"W, non-tangent with the last described curve, along the westerly line of Lot 16, Block 1 of said South Fifth Street Subdivision a distance of 149.65 feet;

THENCE the following three (3) courses along the westerly, northeasterly and southerly lines of tract of land described in said Book 2279 at Page 718:

- 1) N00°04'11"E a distance of 70.41 feet;
- 2) THENCE S63°36'17"E a distance of 157.99 feet;
- 3) THENCE S89°55'48"W a distance of 3.39 feet;

THENCE S64°41'56"E along the southerly line of a tract of land described in Book 1185 at Page 479, recorded in the Mesa County Clerk and Recorder's Office on February 2, 1979 a distance of 20.89 feet;

THENCE S00°35'40"E along the westerly line of Lot 17, Block 1 of said South Fifth Street Subdivision a distance of 3.13 feet;

THENCE the following three (3) courses along the southerly line of a tract of land described in said Book 1185 at Page 479:

- 1) S64°24'33"E, tangent with the following described curve, a distance of 15.39 feet;
- 2) THENCE along the arc of a curve to the left, having a central angle of 26°33'00", a radius of 220.00 feet, a chord bearing S77°41'03"E a distance of 101.04 feet, and an arc distance of 101.94 feet;
- 3) THENCE N89°02'27"E tangent with the last described curve a distance of 27.00 feet;

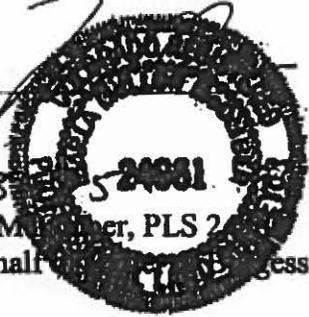
THENCE S00°57'33"E along the easterly line of Lots 17 and 18, Block 1 of said South

Carter & Burgess, Inc. Carter & Burgess Architects/Engineers, Inc. Carter & Burgess Consultants, Inc.
C&B Architects/Engineers, Inc. C&B Architects/Engineers, P.C. C&B Nevada, Inc.

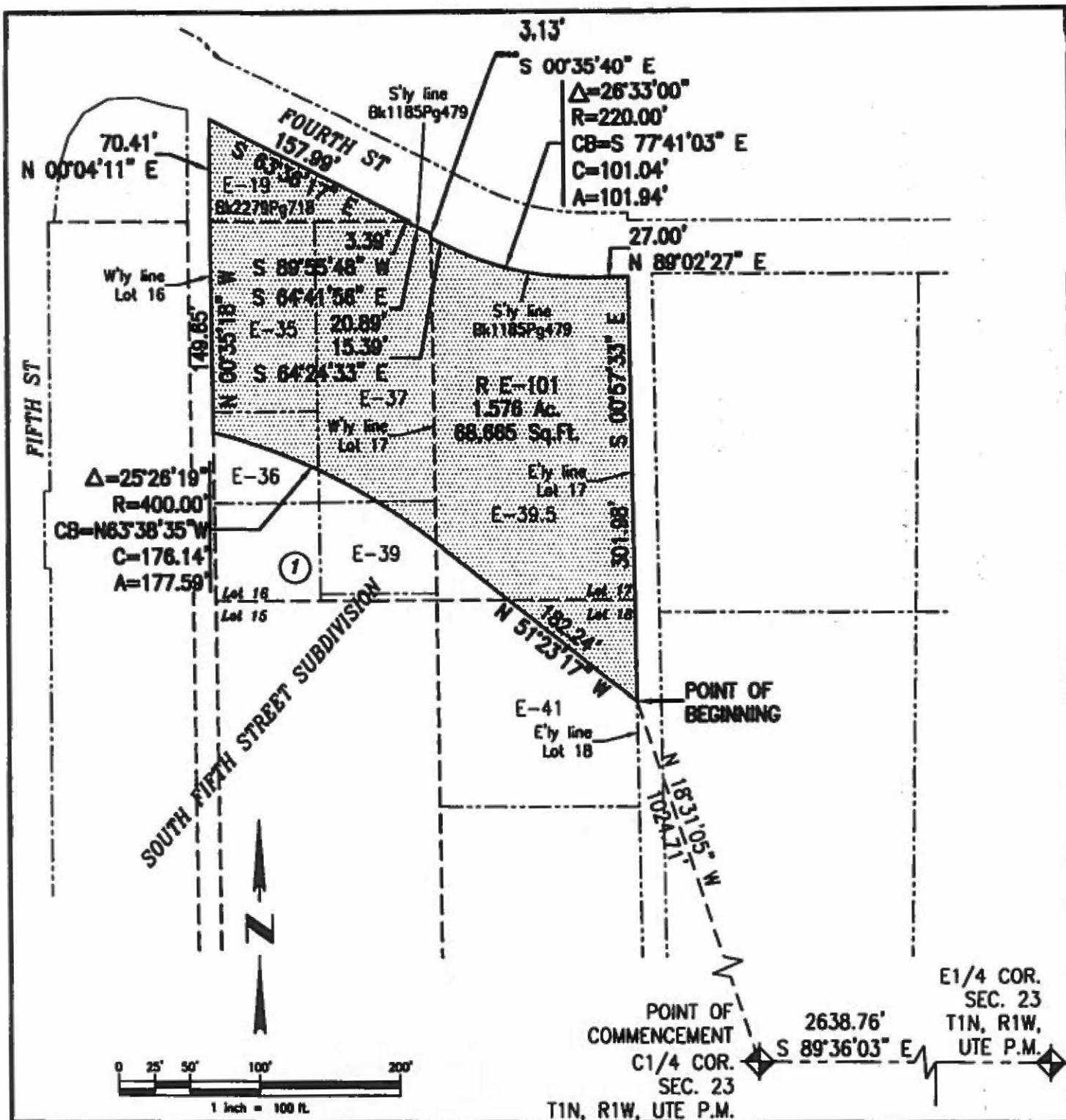
Fifth Street Subdivision a distance of 301.98 feet to the POINT OF BEGINNING.

Containing 68,665 square feet (1.576 Acres) more or less.

Basis of Bearing: N89°58'01"E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2"Alumn.Cap in Monument Box Stamped: AES T1S R1W S16/S15/S21/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2"Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township 1 South, Range 1 West Ute P.M.

Prepared by:
 Date: 11-3-05
 Marla Mellor Mellor, PLS 24981
 For and on behalf of Carter Burgess, Inc



CARTER & BURGESS PROJECT NO. 071514.402

CLIENT PROJECT NO. 204-F04600

REVISION DESCRIPTION

DATE	JOB	SCALE
11-3-05		1"=100'

Carter & Burgess

707 17th Street, Suite 2300, Denver CO 80202
 (303) 555-4444 Fax (303) 555-4444

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.

RIVERSIDE PARKWAY
 GRAND JUNCTION
 COLORADO

TITLE: R E-101
 EXHIBIT

REVISION: DRAWING NO. E-101R.dwg

SHEET NO. 1 of 1

Exhibit "D"
Memorandum of Option

This memorandum is of and pertains to that certain unrecorded Option Agreement dated the 6th day of DECEMBER, 2005, between the City of Grand Junction, a Colorado home rule municipality ("the City"), and Dean H. Van Gundy ("Van Gundy") concerning the following described real property in the County of Mesa, State of Colorado, to wit:

See **Exhibit "A"** and **Exhibit "B"**, which Exhibits are attached hereto and incorporated herein by reference.

The City has granted to Van Gundy the sole, exclusive and irrevocable right and option to purchase the above-described Property. The term of Van Gundy's option to purchase said Property began on DECEMBER 6, 2005 and expires on January 1, 2007.

This memorandum is not a complete summary of the Option Agreement. Provisions in this memorandum shall not be used in interpreting the provisions of the Option Agreement. In the event of conflict between this memorandum and the unrecorded Option Agreement, the unrecorded Option Agreement shall control.

In witness whereof, the parties to this memorandum and the unrecorded Option Agreement have caused it to be executed in Grand Junction, Colorado, as of the 6th day of DECEMBER, 2005.

Attest:

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

Stephanie Tun
City Clerk

[Signature]
City Manager



Dean H. Van Gundy
Dean H. Van Gundy

November 3, 2005
071514.402.1.0025

EXHIBIT "A"**PROPERTY DESCRIPTION**

Parcel No. R E-101

A parcel of land being a portion of the tracts of land described in Book 2279 at Page 718 recorded in the Mesa County Clerk and Recorder's Office on November 15, 1996 lying in the Northwest Quarter of Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 23 (a 3" Brass Cap stamped "MESA COUNTY SURVEY MARKER-C 1/4 S23-NO1280) whence the East Quarter Corner of said Section 23 (a 3 1/4" aluminum cap, D-H SURVEYS INC T1SR1W 1/4 23/24 LS 42306) bears S89°36'03"E a distance of 2638.76 feet;

THENCE N18°31'05"W a distance of 1024.71 feet to the easterly line of Lot 18, Block 1, South Fifth Street Subdivision, recorded at Reception Number 454880 in the Mesa County Clerk and Recorder's Office on November 29, 1946, being the POINT OF BEGINNING;

THENCE N51°23'17"W, non-tangent with the following described curve, a distance of 182.24 feet;

THENCE along the arc of a curve to the left, having a central angle of 25°26'19", a radius of 400.00 feet, a chord bearing of N63°38'35"W a distance of 176.14 feet, and an arc distance of 177.59 feet;

THENCE N00°35'18"W, non-tangent with the last described curve, along the westerly line of Lot 16, Block 1 of said South Fifth Street Subdivision a distance of 149.65 feet;

THENCE the following three (3) courses along the westerly, northeasterly and southerly lines of tract of land described in said Book 2279 at Page 718:

- 1) N00°04'11"E a distance of 70.41 feet;
- 2) THENCE S63°36'17"E a distance of 157.99 feet;
- 3) THENCE S89°55'48"W a distance of 3.39 feet;

THENCE S64°41'56"E along the southerly line of a tract of land described in Book 1185 at Page 479, recorded in the Mesa County Clerk and Recorder's Office on February 2, 1979 a distance of 20.89 feet;

THENCE S00°35'40"E along the westerly line of Lot 17, Block 1 of said South Fifth Street Subdivision a distance of 3.13 feet;

THENCE the following three (3) courses along the southerly line of a tract of land described in said Book 1185 at Page 479:

- 1) S64°24'33"E, tangent with the following described curve, a distance of 15.39 feet;
- 2) THENCE along the arc of a curve to the left, having a central angle of 26°33'00", a radius of 220.00 feet, a chord bearing S77°41'03"E a distance of 101.04 feet, and an arc distance of 101.94 feet;
- 3) THENCE N89°02'27"E tangent with the last described curve a distance of 27.00 feet;

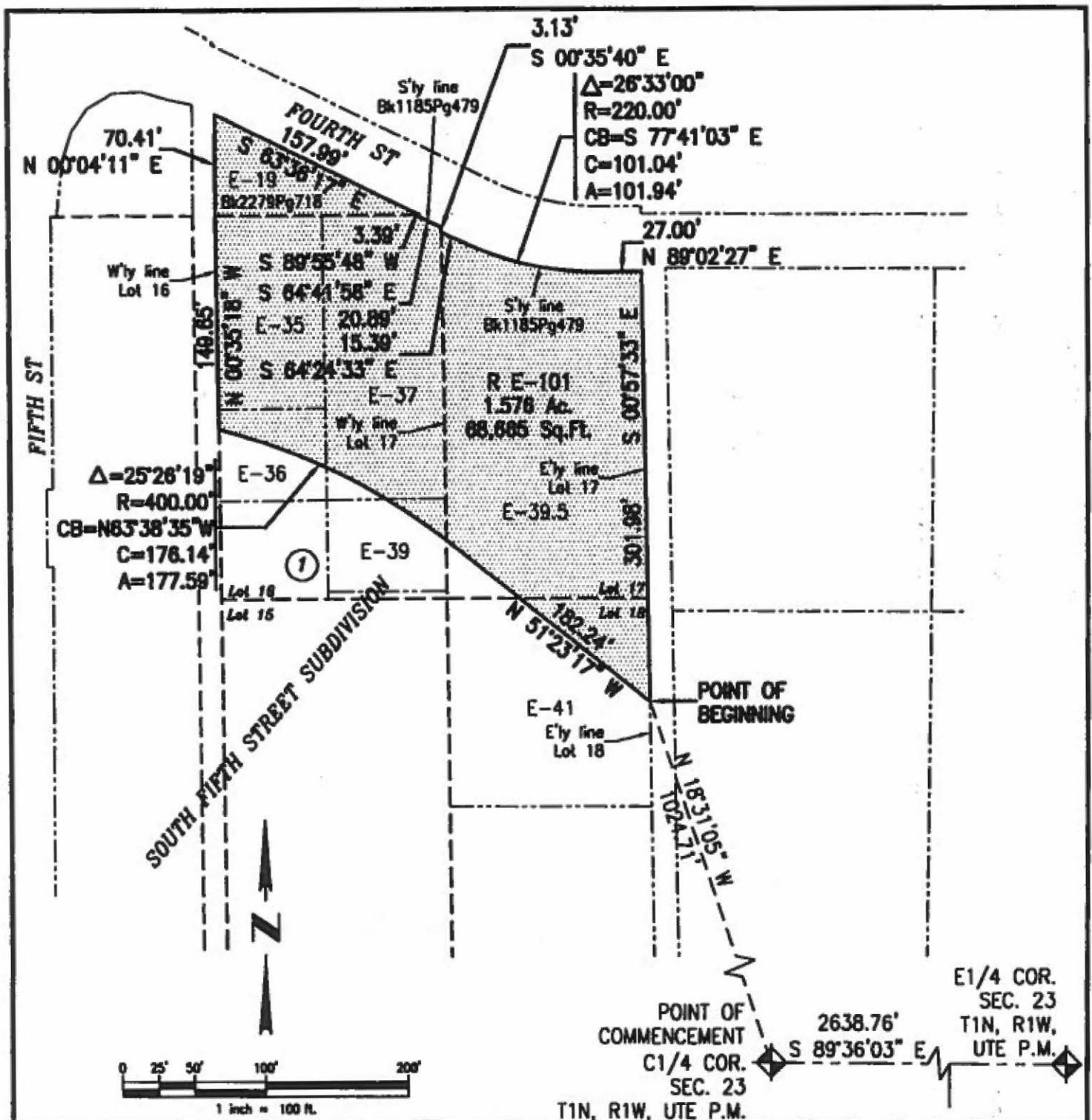
THENCE S00°57'33"E along the easterly line of Lots 17 and 18, Block 1 of said South

Fifth Street Subdivision a distance of 301.98 feet to the POINT OF BEGINNING.

Containing 68,665 square feet (1.576 Acres) more or less.

Basis of Bearing: N89°58'01"E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2"Alumn.Cap in Monument Box Stamped: AES T1S R1W S16/S15/S21/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2"Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township 1 South, Range 1 West Ute P.M.


Prepared by: 
Date: 11-3-2015
Marla Mellor Mellor, PLS 24981
For and on behalf of Carter & Burgess, Inc



CARTER & BURGESS PROJECT NO.		071514.402	
CLIENT PROJECT NO.		204-F04600	
REVISION DESCRIPTION			
DRAWN	jak	DATE	11-3-05
SCALE		1"=100'	
Carter = Burgess			
707 17th Street, Suite 2300, Denver CO 80202 (303) 455-4000 fax (303) 455-4002			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.			

RIVERSIDE PARKWAY GRAND JUNCTION COLORADO		
TITLE:		
R E-101 EXHIBIT "B"		
REVISION:	DRAWING NO.	SHEET NO.
	E-101R.dwg	1 of 1

EXHIBIT "A"

Lots 10, 15 and 18 in Block 1;

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

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

The North 25 feet of Lot 11 in Block 1;

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

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

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

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

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

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

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

AND Beginning at a point 577 ½ feet West of the NE Corner of the SE ¼ NW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, and 134 ½ feet South of the North boundary line of the SE ¼ NW ¼ of said Section 23, thence West 82 ½ feet, thence South 64 ½ feet, thence East 82 ½ feet, thence North 64 ½ feet to the point of beginning, LESS and EXCEPT that parcel of land described in Warranty Deed recorded January 10, 1952 in Book 559 at Page 271,

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

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

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

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

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

AND Beginning 577.5 feet West and 199 feet South of the Northeast corner of the SE ¼ NEW ¼ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, thence West 74.5 feet, thence South 70 feet, thence East 74.5 feet, thence North to the place of Beginning,

MESA COUNTY, COLORADO.

WARRANTY BILL OF SALE

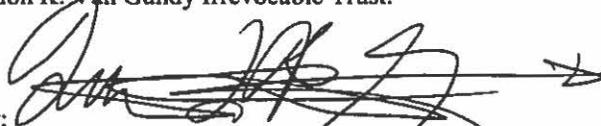
ELDON K. VAN GUNDY IRREVOCABLE TRUST, QUINTON VAN GUNDY TRUSTEE, ("Seller"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid by The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501 ("Purchaser"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed and delivered, and by these presents does grant, bargain, sell, convey and deliver unto Purchaser, its successors and assigns, the following described personal property now located at 902 South 5th Street in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

Seller's undivided 20% interest in and to one (1) double-faced billboard advertising sign together with all apparatus and devices appurtenant thereto, including, but not limited to, foundations, anchors, bases, poles, panels, electrical and lighting systems.

TO HAVE AND TO HOLD the same unto Purchaser and Purchaser's successors and assigns forever. Seller covenants and agrees to and with Purchaser, its successors and assigns, that Seller possesses an undivided 20% interest in and to the above described property, goods and chattels and has good right and full authority to sell the same, and that Seller will warrant and defend the sale hereby made unto Purchaser, its successors and assigns, against all and every person or persons, whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, Seller has hereunto set his hand and seal this 25 day of January, 2006.

Eldon K. Van Gundy Irrevocable Trust:

By: 
Quinton Van Gundy, Trustee

State of CT)
County of Hartford) ss. West Hartford

The foregoing instrument was acknowledged before me this 25 day of January, 2006, by Quinton Van Gundy, Trustee of the Eldon K. Van Gundy Irrevocable Trust.

My commission expires: 11/30/2010

Witness my hand and official seal.

