

WARRANTY DEED

This Warranty Deed made this 25th day of DECEMBER, 2015 by and between **Grand Conjunction, LLC**, a Colorado limited liability company, whose mailing address is 9100 E. Panorama Drive, Suite 300, Englewood, Colorado 80112, who is the owner of the real property in Mesa County, Colorado as described in and evidence by that certain Deed recorded at Book 3838, Page 488 of the records of the Clerk and Recorder of Mesa County, Colorado (Reception # 2239451), for and in consideration of Ten and 00/100 Dollars, (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **The City of Grand Junction**, a Colorado home rule municipality, **Grantee**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, the tract or parcel of land described in the attached Exhibit A, which is incorporated herein by this reference, and depicted as "106" on the attached Exhibit B, which is incorporated herein by this reference, containing 9,903 square feet (0.227 acres), more or less, for Public Roadway Right-of-Way purposes;

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 25th day of DECEMBER, 2015.

GRAND CONJUNCTION, LLC

By: [Signature]
Member

State of Colorado)
County of Grand) ss.

The foregoing instrument was acknowledged before me this 23rd day of December, 2015 by navin c. diamond as member of Grand Conjunction, LLC.

My commission expires 6/30/2017

Witness my hand and official seal.

[Signature]
Notary Public

SHERYLA HANEBRINK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20064025646
MY COMMISSION EXPIRES JUNE 30, 2017

Doc fee -0-

2025 CEM



EXHIBIT "A"

PROJECT CODE: 19911
PROJECT NUMBER: NHP 0701-223
PARCEL NUMBER: RW-106
DATE: SEPTEMBER 22, 2014

LEGAL DESCRIPTION

A parcel of land, No. RW-106 of the Department of Transportation, State of Colorado, Project Code 19911, Project Number NHP 0701-223, containing 9,903 square feet (0.227 Acres), more or less, located in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 36, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the NW 1/4 SE 1/4 of said Section 36; thence S 89°54'06" E, along the South line of the NW 1/4 SE 1/4 of said Section 36, a distance of 587.78 feet; thence N 00°05'54" E a distance of 548.58 feet to a point on the Southeasterly line of Horizon/70, as same is recorded in Plat Book 12, Page 76, Public Records of Mesa County, Colorado, said point lying on the right of way for Horizon Drive, lying N 27°37'14" E, a distance of 82.80 feet from the Southeast corner of Lot 1 of said Horizon/70 and being the beginning of a 53.00 foot radius curve, concave Southwest, whose long chord bears N 35°39'48" W a distance of 11.81 feet, said point also being the POINT OF BEGINNING;

1. Thence from said Point of Beginning, Northwesterly along the arc of said curve, through a central angle of 12°47'27", an arc length of 11.83 feet to a Point of Reverse Curvature with a 15.00 foot radius curve, concave Northeast, whose long chord bears N 12°15'31" W a distance of 14.91 feet;
2. Thence Northwesterly along the arc of said curve, through a central angle of 59°36'00", an arc length of 15.60 feet to a Point of Reverse Curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears N 15°13'09" W a distance of 5.41 feet;
3. Thence Northwesterly along the arc of said curve, through a central angle of 65°31'15", an arc length of 5.72 feet to a Point of Reverse Curvature with a 131.83 foot radius curve, concave Northeast, whose long chord bears N 32°09'53" W a distance of 83.73 feet;
4. Thence Northwesterly along the arc of said curve, through a central angle of 37°01'58", an arc length of 85.21 feet;
5. Thence N 69°03'37" W, a distance of 9.56 feet;
6. Thence N 00°01'40" E, a distance of 45.32 feet;
7. Thence N 65°47'15" E, a distance of 9.38 feet;

8. Thence N 08°16'31" E, a distance of 45.93 feet to a point being the beginning of a 139.29 foot radius curve, concave West, whose long chord bears N 06°21'41" W a distance of 70.50 feet;
9. Thence Northerly along the arc of said curve, through a central angle of 29°19'03", an arc length of 71.27 feet;
10. Thence N 21°01'12" W, a distance of 9.60 feet;
11. Thence N 68°58'48" E, a distance of 5.80 feet;
12. Thence S 21°01'12" E, a distance of 153.57 feet to a point being the beginning of a 127.95 foot radius curve, concave West, whose long chord bears S 09°56'11" E a distance of 49.21 feet;
13. Thence Southerly along the arc of said curve, through a central angle of 22°10'17", an arc length of 49.51 feet;
14. Thence S 01°08'48" W, a distance of 22.50 feet to a point being the beginning of a 206.00 foot radius curve, concave East, whose long chord bears S 04°56'52" E a distance of 43.74 feet;
15. Thence Southerly along the arc of said curve, through a central angle of 12°11'19", an arc length of 43.82 feet;
16. Thence S 27°37'14" W, a distance of 24.30 feet, more or less, to the Point of Beginning.

The above described Parcel contains 9,903 square feet (0.227 Acres), more or less.

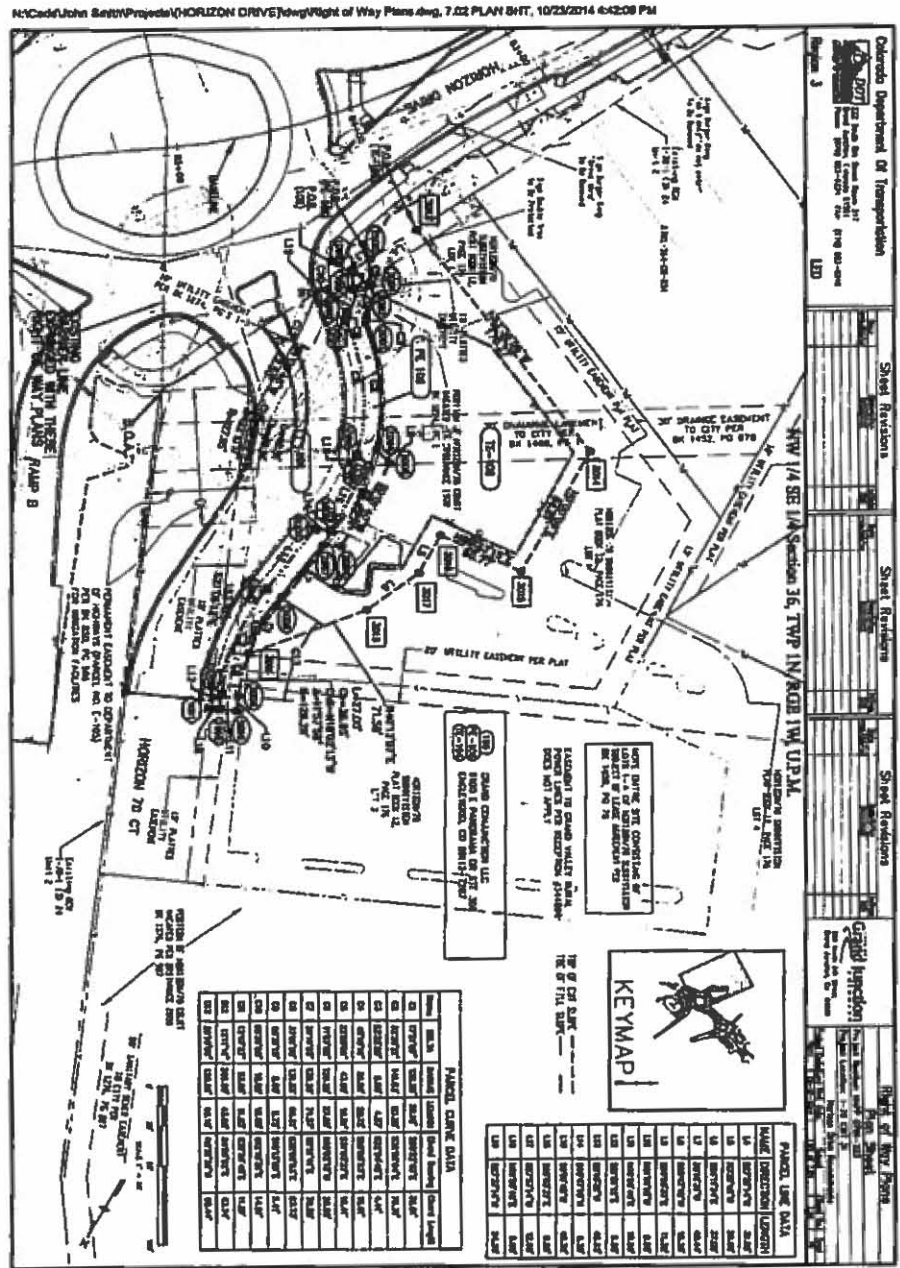
The purpose of the above described right of way is for the realignment of Horizon/70 Court.

Basis of Bearings: All bearings are based on the South line of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section 36 bearing S 89°54'06" E, a distance of 1320.16 feet. The West end of said line monumented by a 3-1/4" Aluminum Cap, PLS 24331 on a 2" steel pipe and the East end of said line monumented by a 3" Mesa County Survey Marker, No. 162-1, PLS 2280, set in concrete.



For and on Behalf of the
Colorado Department of Transportation
By: City of Grand Junction
Peter T. Krick, PLS 32824
250 North 5th Street
Grand Junction, Co 81501

EXHIBIT B



WARRANTY DEED

This Warranty Deed made this 23RD day of DECEMBER, 2015 by and between **Grand Conjunction, LLC, a Colorado limited liability company**, whose mailing address is 9100 E. Panorama Drive, Suite 300, Englewood, Colorado 80112, who is the owner of the real property in Mesa County, Colorado as described in and evidence by that certain Deed recorded at Book 3838, Page 488 of the records of the Clerk and Recorder of Mesa County, Colorado (Reception # 2239451), for and in consideration of Ten and 00/100 Dollars, (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, the tract or parcel of land described in the attached Exhibit A, which is incorporated herein by this reference, and depicted as "106" on the attached Exhibit B, which is incorporated herein by this reference, containing 9,903 square feet (0.227 acres), more or less, for Public Roadway Right-of-Way purposes;

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 23RD day of DECEMBER, 2015.

GRAND CONJUNCTION, LLC

By: [Signature]
Member

State of Colorado)
County of Garfield)ss.

The foregoing instrument was acknowledged before me this 23rd day of December, 2015 by navin c. diamond as member of Grand Conjunction, LLC.

My commission expires 6/30/2017.

Witness my hand and official seal.

[Signature]

Notary Public

SHERYL A HANEBRINK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20054025846
MY COMMISSION EXPIRES JUNE 30, 2017

Doc fee - 0-

2025 CE111



EXHIBIT "A"

PROJECT CODE: 19911
PROJECT NUMBER: NHP 0701-223
PARCEL NUMBER: RW-106
DATE: SEPTEMBER 22, 2014

LEGAL DESCRIPTION

A parcel of land, No. RW-106 of the Department of Transportation, State of Colorado, Project Code 19911, Project Number NHP 0701-223, containing 9,903 square feet (0.227 Acres), more or less, located in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 36, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of the NW 1/4 SE 1/4 of said Section 36; thence S 89°54'06" E, along the South line of the NW 1/4 SE 1/4 of said Section 36, a distance of 587.78 feet; thence N 00°05'54" E a distance of 548.58 feet to a point on the Southeasterly line of Horizon/70, as same is recorded in Plat Book 12, Page 76, Public Records of Mesa County, Colorado, said point lying on the right of way for Horizon Drive, lying N 27°37'14" E, a distance of 82.80 feet from the Southeast corner of Lot 1 of said Horizon/70 and being the beginning of a 53.00 foot radius curve, concave Southwest, whose long chord bears N 35°39'48" W a distance of 11.81 feet, said point also being the POINT OF BEGINNING;

1. Thence from said Point of Beginning, Northwesterly along the arc of said curve, through a central angle of 12°47'27", an arc length of 11.83 feet to a Point of Reverse Curvature with a 15.00 foot radius curve, concave Northeast, whose long chord bears N 12°15'31" W a distance of 14.91 feet;
2. Thence Northwesterly along the arc of said curve, through a central angle of 59°36'00", an arc length of 15.60 feet to a Point of Reverse Curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears N 15°13'09" W a distance of 5.41 feet;
3. Thence Northwesterly along the arc of said curve, through a central angle of 65°31'15", an arc length of 5.72 feet to a Point of Reverse Curvature with a 131.83 foot radius curve, concave Northeast, whose long chord bears N 32°09'53" W a distance of 83.73 feet;
4. Thence Northwesterly along the arc of said curve, through a central angle of 37°01'58", an arc length of 85.21 feet;
5. Thence N 69°03'37" W, a distance of 9.56 feet;
6. Thence N 00°01'40" E, a distance of 45.32 feet;
7. Thence N 65°47'15" E, a distance of 9.38 feet;

8. Thence N 08°16'31" E, a distance of 45.93 feet to a point being the beginning of a 139.29 foot radius curve, concave West, whose long chord bears N 06°21'41" W a distance of 70.50 feet;
9. Thence Northerly along the arc of said curve, through a central angle of 29°19'03", an arc length of 71.27 feet;
10. Thence N 21°01'12" W, a distance of 9.60 feet;
11. Thence N 68°58'48" E, a distance of 5.80 feet;
12. Thence S 21°01'12" E, a distance of 153.57 feet to a point being the beginning of a 127.95 foot radius curve, concave West, whose long chord bears S 09°56'11" E a distance of 49.21 feet;
13. Thence Southerly along the arc of said curve, through a central angle of 22°10'17", an arc length of 49.51 feet;
14. Thence S 01°08'48" W, a distance of 22.50 feet to a point being the beginning of a 206.00 foot radius curve, concave East, whose long chord bears S 04°56'52" E a distance of 43.74 feet;
15. Thence Southerly along the arc of said curve, through a central angle of 12°11'19", an arc length of 43.82 feet;
16. Thence S 27°37'14" W, a distance of 24.30 feet, more or less, to the Point of Beginning.

The above described Parcel contains 9,903 square feet (0.227 Acres), more or less.

The purpose of the above described right of way is for the realignment of Horizon/70 Court.

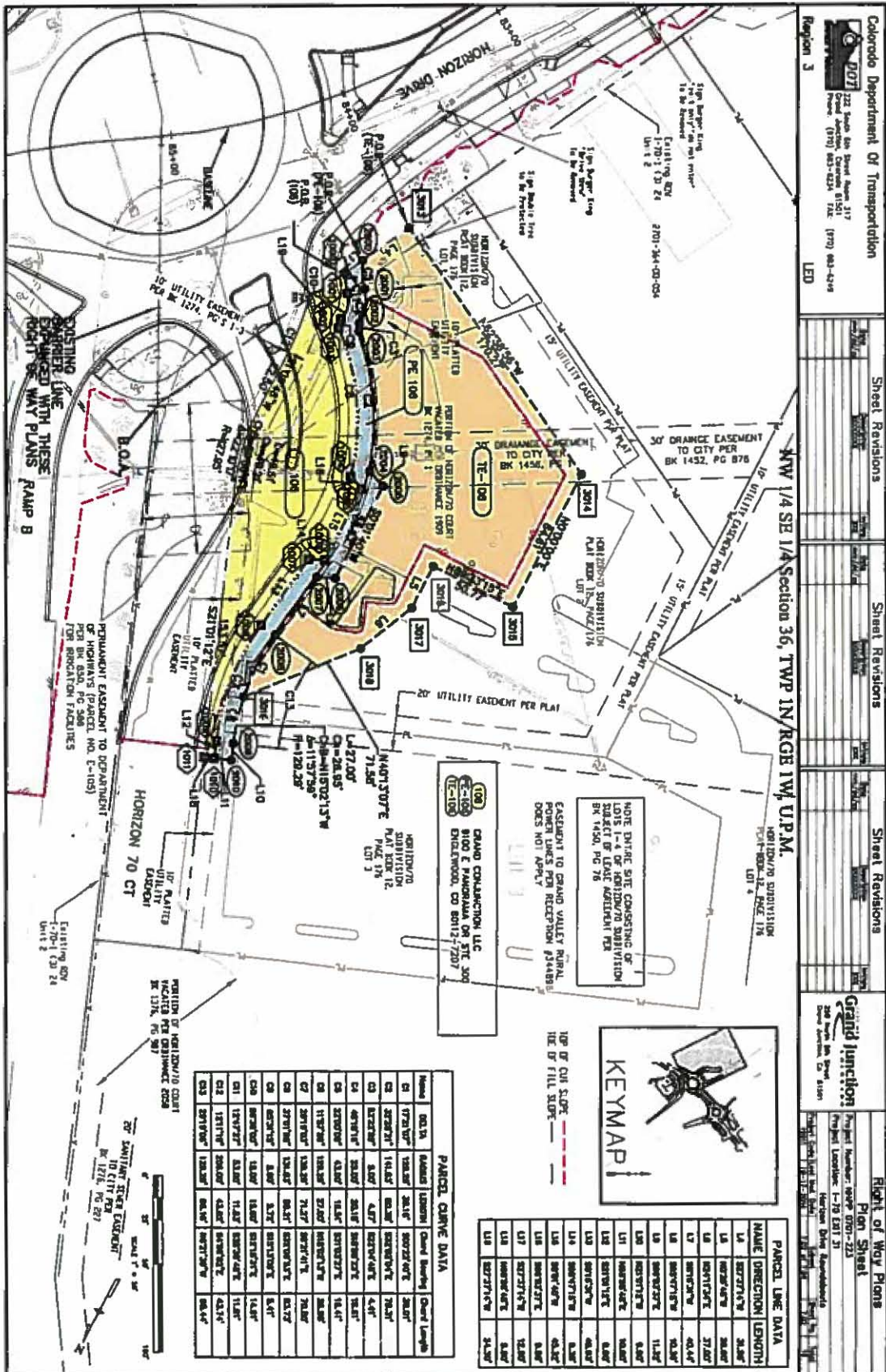
Basis of Bearings: All bearings are based on the South line of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section 36 bearing S 89°54'06" E, a distance of 1320.16 feet. The West end of said line monumented by a 3-1/4" Aluminum Cap, PLS 24331 on a 2" steel pipe and the East end of said line monumented by a 3" Mesa County Survey Marker, No. 162-1, PLS 2280, set in concrete.



For and on Behalf of the
Colorado Department of Transportation
By: City of Grand Junction
Peter T. Krick, PLS 32824
250 North 5th Street
Grand Junction, Co 81501

EXHIBIT B

N:\Cadd\John Smith\Projects\HORIZON DRIVE\dwg\Right of Way Plans.dwg, 7.02 PLAN SHT, 10/23/2014 4:42:08 PM



Colorado Department of Transportation
 Region 3
 222 South Main Street, Suite 217
 Denver, CO 80202
 Phone: (303) 463-4224
 Fax: (303) 463-4224
 TDD: (303) 463-4224

Sheet Revisions

No.	Date	Description

Sheet Revisions

No.	Date	Description

Sheet Revisions

No.	Date	Description

Grand Junction
 300 South Main Street, Suite 217
 Grand Junction, CO 81501
 Phone: (970) 241-1111
 Fax: (970) 241-1111
 TDD: (970) 241-1111

Right of Way Plans
 Plan Sheet
 Project Number: 1499-0001-233
 Project Location: I-70 Exit 21
 Section: 36
 Stationing: 1+70.00 to 1+70.00

KEYMAP

NAME	DIRECTION	LENGTH
L1	S073°14'W	31.87'
L2	S073°14'W	31.87'
L3	S073°14'W	31.87'
L4	S073°14'W	31.87'
L5	S073°14'W	31.87'
L6	S073°14'W	31.87'
L7	S073°14'W	31.87'
L8	S073°14'W	31.87'
L9	S073°14'W	31.87'
L10	S073°14'W	31.87'
L11	S073°14'W	31.87'
L12	S073°14'W	31.87'
L13	S073°14'W	31.87'
L14	S073°14'W	31.87'
L15	S073°14'W	31.87'
L16	S073°14'W	31.87'
L17	S073°14'W	31.87'
L18	S073°14'W	31.87'
L19	S073°14'W	31.87'
L20	S073°14'W	31.87'

PARCEL GAIN DATA

Name	DELTA	MASS	LENGTH	Count	Length
C1	178°10'W	108.87'	28.16'	80723.40'E	28.16'
C2	320°27'W	144.87'	82.32'	32027.07'E	79.37'
C3	320°27'W	2.00'	4.97'	32027.07'E	4.97'
C4	48°18'W	23.87'	28.16'	32027.07'E	28.16'
C5	320°27'W	43.87'	18.47'	32027.07'E	18.47'
C6	118°27'W	108.87'	27.00'	32027.07'E	27.00'
C7	320°27'W	138.87'	27.00'	32027.07'E	27.00'
C8	320°27'W	138.87'	27.00'	32027.07'E	27.00'
C9	320°27'W	138.87'	27.00'	32027.07'E	27.00'
C10	320°27'W	138.87'	27.00'	32027.07'E	27.00'
C11	128°27'W	138.87'	11.87'	32027.07'E	11.87'
C12	128°27'W	208.87'	43.87'	32027.07'E	43.87'
C13	320°27'W	128.87'	82.32'	32027.07'E	82.32'

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named: Grand Conjunction, LLC
2. The Entity is a: Limited Liability Company
3. The Entity is formed under the laws of: Colorado
4. The mailing address for the entity is:
9100 East Panorama Drive #300
Englewood, CO 80112
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
Navin C. Dimond, Member.
6. The authority of the foregoing person(s) to bind the entity is not limited.
7. Other matters concerning the manner in which the entity deals with interests in real property: NONE
8. This Statement of Authority is executed on behalf of the Entity pursuant to the provisions of C.R.S. Section §38-30-172.

Executed this: 16th day of December, 2015.

Grand Conjunction, LLC, a Colorado Limited Liability Company


By: Navin C. Dimond, Member

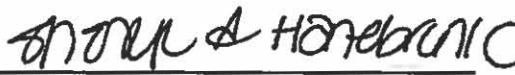
STATE OF: Colorado

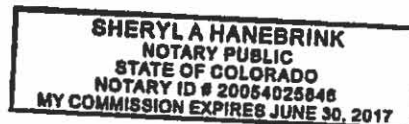
COUNTY OF: Arapahoe

The foregoing instrument was acknowledged before me this 16th day of December, 2015, by Navin C. Dimond as Member of Grand Conjunction, LLC, a Colorado Limited Liability Company

Witness my hand and seal.

My commission expires: 6/30/2017


Notary Public



THIS DOCUMENT WILL BE SIGNED IN COUNTERPART, THEREFORE ALL COUNTERPARTS SHALL BE READ AS ONE.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CL8-9-12) (Mandatory 1-13)

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

CLOSING INSTRUCTIONS

DATE: December 24, 2015

1. **PARTIES, PROPERTY.** Grand Junction, LLC, a Colorado Limited Liability Company, Seller, and The City of Grand Junction, a Colorado home rule municipality, Buyer, engage Abstract & Title Company of Mesa County, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the property known as No.:

743 Horizon Drive, Grand Junction, CO 81506

And more fully described in the Memorandum of Agreement dated July 2, 2015, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

2. **TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company (X) Agrees that upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company (X) Agrees to furnish copies of Exceptions.

3. **INFORMATION, PREPARATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal documents), deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. **CLOSING FEE.** Closing Company will receive a fee of \$250.00 for providing closing and settlement services (Closing Fee).

5. **RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 9, 10 and 11.

6. **DISBURSER.** Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before closing. All parties agree that no one other than the disbursing can assure that payoff of loans and other disbursements will actually be made.

7. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of closing as indicated:

() Cashier's Check, at Seller's expense () Funds Electronically transferred (wire transfer) to an account specified by Seller, at Seller's expense (X) Closing Company's Trust Account Check

8. **CLOSING STATEMENT.** Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

9. **FAILURE OF CLOSING.** If closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

10. **RETURN OF EARNEST MONEY.** Except as otherwise provided in § 11, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

11. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole discretion, has several options: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

12. **SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

13. **CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company shall submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer completes any required form.

14. **WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller is either of the following: (a) a foreign person, or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

15. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.): NONE

16. **COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

17. **BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

18. NOTICE, DELIVERY, CHOICE OF LAW.

18.1 Physical Delivery. Except as provided in § 18.2, all notices must be in writing. Any notice or document to Buyer is effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with the Seller. Any notice or document to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing Company.

18.2 Electronic Delivery. As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form by the following indicated methods only: (X) Facsimile (X) E-mail (X) Internet. Documents with original signatures shall be provided upon request of any party.

18.3 Choice of Law. This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

Date: 12/23/2015

Buyer's Name:

Buyer's Name:

The City of Grand Junction, a Colorado Home Rule Municipality

by: 
Shelley S. Deckonish, Senior Staff Attorney

Address: 250 N. 5th St.
Grand Junction CO 81501
Phone: 970-256-4042
Fax:
Email Address: shellyd@gjcity.org

Address:
Phone:
Fax:

Date: 12/23/2015

Seller's Name:

Seller's Name:

Grand Conjunction, LLC, a Colorado Limited Liability Company

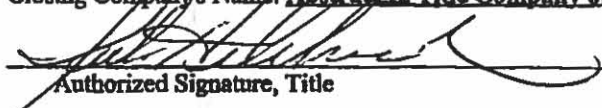
Navin C. Dimond, Member

Address: 9100 E. Panorama Drive, Suite
300
Englewood, CO 80112-7207

Address:
Phone:
Fax:

Phone:
Fax:
Email Address:

Closing Company's Name: Abstract & Title Company of Mesa County


Authorized Signature, Title

Escrow Officer
Date: 12/24/2015

Address: 605 25 Road, Suite 201, Grand Junction, CO 81505
Phone No.: 970-242-8234
Fax No.: 970-241-4925
Email Address

Abstract & Title Company of Mesa County

605 25 Road, Suite 201
Grand Junction, CO 81505
PHONE: 970-242-8234 FAX: 970-241-4925

PURCHASERS SETTLEMENT STATEMENT

SETTLEMENT DATE: December 24, 2015
PROPERTY ADDRESS: 743 Horizon Drive
Grand Junction, CO 81506
SELLER: Grand Conjunction, LLC, a Colorado
Limited Liability Company

CASE NO.: 2625CEM
DATE OF PRORATION: December 24, 2015

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

LEGAL DESCRIPTION: Horizon/70, Lot 1/4, Range 1W,
Township 1N, Section 36, Mesa County

DESCRIPTION	DEBIT	CREDIT
Funds Received 8/7/15		\$197,000.00
Contract Sales Price	\$197,000.00	
Settlement or closing fee to Abstract & Title Company of Mesa County	\$250.00	
Owner's Title insurance to Abstract & Title Company of Mesa County	\$508.00	
E-Recording Fee to eTRCO, LLC	\$30.00	
E-Recording Processing/Verification Fee to eTRCO, LLC	\$25.00	
Express Mailings to Abstract & Title Company of Mesa County	\$50.00	
Government Recording Fees for Deed to eTRCO, LLC	\$31.00	
Government Recording Fees for Statement of Authority to eTRCO, LLC	\$11.00	
Government Recording Fees for Grant of Multi Purpose Easement to eTRCO, LLC	\$36.00	
Government Recording Fees for Partial Release of DofT & UCC to eTRCO, LLC	\$26.00	
Government Recording Fees for Lender Consent & Subordination to eTRCO, LLC	\$16.00	
Government Recording Fees for Joinder & Consent of Lender to eTRCO, LLC	\$16.00	
Partial Release Deed of Trust to Mesa County Public Trustee	\$41.00	
Sub-totals	\$198,040.00	\$197,000.00
Balance Due From Purchaser		\$1,040.00
TOTALS	\$198,040.00	\$198,040.00

APPROVED AND ACCEPTED

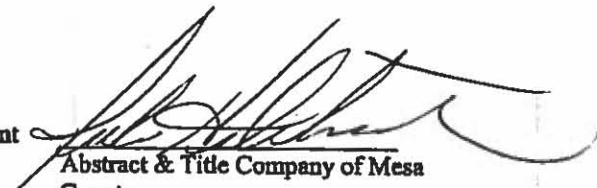
Sales or use taxes on personal property not included ABSTRACT & TITLE COMPANY OF MESA COUNTY assumes no responsibility for the adjustment of special taxes or assessments unless they are shown on the Treasurer's Certificate of Taxes Due. The condition of title to the property is to be determined by reference to the title evidence provided by Seller or by personal investigation. The above statement of settlement is approved as of the settlement date shown above and Escrow Holder is hereby authorized to disburse as Trustee funds as indicated.

Purchaser

The City of Grand Junction, a Colorado Home Rule
Municipality

by: 
Shelley S. Decker, Senior Staff Attorney

Closing Agent


Abstract & Title Company of Mesa
County


File No. 2625CEM

NOTE: This is a sale transaction. The specific rate classifications applied to this transaction are disclosed in Schedule A of the preliminary commitment. A List of other rate classifications including discount rates that may apply are:

- Short term rate
- Basic Rate - Issued
- Concurrent Rate

A copy of our rate sheet is available at the front desk. **PLEASE ADVISE YOUR TITLE OFFICER, IF YOU THINK YOUR TRANSACTION QUALIFIES FOR ONE OF THE ABOVE RATE CLASSIFICATIONS.**

Please acknowledge your understanding of the above by signing below.

Name: 
Shelly S. Backonish, Senior Staff Attorney
City of Grand Junction, a Colorado Home
Rule Municipality

Date: December 23, 2015

THIS DOCUMENT WILL BE SIGNED IN COUNTERPART, THEREFORE ALL COUNTERPARTS SHALL BE READ AS ONE.

TAX, TAX PRORATION, WATER, SEWER AND HOMEOWNER'S ASSOCIATION AGREEMENT

PROPERTY: 743 Horizon Drive, Grand Junction, CO 81506

THE UNDERSIGNED, have read and understand the following, and by their signatures below, agree to the following:

I. TAXES, TAX PRORATIONS

Closing Agent has collected from Seller \$544.35 for payment of the pro-rata share of the 2015 property to the Mesa County Treasurer. This proration was calculated based on:

(X) The attached information from the Mesa County Treasurer's Office

THIS ADJUSTMENT BETWEEN SELLER AND PURCHASER SHALL BE CONSIDERED A FINAL SETTLEMENT.

Seller warrants that the above property IS NOT subject to a pending tax protest or appeal. Seller further warrants that special assessments, if any, affecting subject property are paid in full, except as reflected on the statement of settlement.

II. WATER AND SEWER - Not Applicable

Closing Agent has withheld _____ from Seller's proceeds to pay the final billing for any water and/or sewer charges. Any balance from the amount of the billing will be refunded to Seller.

Any payment for water and/or sewer charges will be made by Seller or Purchaser as they may agree. **THE CLOSING AGENT IS HEREBY RELIEVED OF AND HELD HARMLESS FROM THIS RESPONSIBILITY.**

III. IRRIGATION WATER - Not Applicable

The Secretary or Manager of the irrigation water company affecting subject property has provided VERBAL INFORMATION to the Closing Agent, and has indicated that, for the current year, the assessments of _____ has has not been paid. The assessment is is not to be prorated between the Seller and Purchaser. A transfer fee (if applicable) is to be charged Purchaser Seller.

IV. HOMEOWNER'S/CONDOMINIUM ASSOCIATION - Not Applicable

The Secretary or Manager of the applicable homeowner's or condominium association has provided VERBAL OR WRITTEN INFORMATION to the Closing Agent, and has indicated that for the current assessable period, the assessment of _____ has has not been paid. Also the assessment is is not to be prorated between the Seller and Purchaser.

IF THE AMOUNTS WITHHELD BY CLOSING AGENT IS INSUFFICIENT TO PAY THE AMOUNTS DUE FROM SELLER FOR ANY OF THE ABOVE CHARGES, SELLER HEREBY AGREES TO PAY THE BALANCE DUE WHEN THAT AMOUNT BECOMES KNOWN.

SELLER

Grand Junction, LLC, a Colorado Limited Liability Company

Navin C. Dimond, Member

PURCHASER

The City of Grand Junction, a Colorado Home Rule Municipality

by: Shelley S. Dackonish, Senior Staff Attorney

THIS DOCUMENT WILL BE SIGNED IN COUNTERPART, THEREFORE ALL COUNTERPARTS SHALL BE READ AS ONE.

TAX, TAX PRORATION, WATER, SEWER AND HOMEOWNER'S ASSOCIATION AGREEMENT

PROPERTY: 743 Horizon Drive, Grand Junction, CO 81506

THE UNDERSIGNED, have read and understand the following, and by their signatures below, agree to the following:

I. TAXES, TAX PRORATIONS

Closing Agent has collected from Seller \$544.35 for payment of the pro-rata share of the 2015 property to the Mesa County Treasurer. This proration was calculated based on:

The attached information from the Mesa County Treasurer's Office

THIS ADJUSTMENT BETWEEN SELLER AND PURCHASER SHALL BE CONSIDERED A FINAL SETTLEMENT.

Seller warrants that the above property IS NOT subject to a pending tax protest or appeal. Seller further warrants that special assessments, if any, affecting subject property are paid in full, except as reflected on the statement of settlement.

II. WATER AND SEWER - Not Applicable

Closing Agent has withheld _____ from Seller's proceeds to pay the final billing for any water and/or sewer charges. Any balance from the amount of the billing will be refunded to Seller.

Any payment for water and/or sewer charges will be made by Seller or Purchaser as they may agree. **THE CLOSING AGENT IS HEREBY RELIEVED OF AND HELD HARMLESS FROM THIS RESPONSIBILITY.**

III. IRRIGATION WATER - Not Applicable

The Secretary or Manager of the irrigation water company affecting subject property has provided VERBAL INFORMATION to the Closing Agent, and has indicated that, for the current year, the assessments of _____ has has not been paid. The assessment is is not to be prorated between the Seller and Purchaser. A transfer fee (if applicable) is to be charged Purchaser Seller.

IV. HOMEOWNER'S/CONDOMINIUM ASSOCIATION - Not Applicable

The Secretary or Manager of the applicable homeowner's or condominium association has provided VERBAL OR WRITTEN INFORMATION to the Closing Agent, and has indicated that for the current assessable period, the assessment of _____ has has not been paid. Also the assessment is is not to be prorated between the Seller and Purchaser.

IF THE AMOUNTS WITHHELD BY CLOSING AGENT IS INSUFFICIENT TO PAY THE AMOUNTS DUE FROM SELLER FOR ANY OF THE ABOVE CHARGES, SELLER HEREBY AGREES TO PAY THE BALANCE DUE WHEN THAT AMOUNT BECOMES KNOWN.

SELLER

Grand Conjunction, LLC, a Colorado Limited Liability Company

Navin C. Dimond, Member

PURCHASER

The City of Grand Junction, a Colorado Home Rule Municipality

by: 

Shelley S. Dackonish, Senior Staff Attorney

COLORADO DEPARTMENT OF TRANSPORTATION COUNTY TAX PRO-RATION REQUEST	Project Code: 19911	Parcel No: 106
	Project No: NHPP 0701-223	
	Location: I-70 Exit 31, Horizon Drive Roundabouts	
	County: Mesa	Region: 3

Assessed to (name): Grand Conjunction, LLC			Tax Schedule No: 2701-364-28-008		
Acquisition	Ownership area	Acquisition area	Remainder area	Memorandum of Agreement (date)	Effective date of possession
<input type="checkbox"/> Total <input checked="" type="checkbox"/> Partial	447,579 sq. ft.	9,903 sq. ft.	437,676 sq. ft.	7/2/2015	10/1/2015
Requestors Name and Title Mary Jo Bucci, Real Estate Specialist representing the City of Grand Junction					
Address Universal Field Svcs, 10291 Chippewa Circle, Salida, CO 81201 mjbucci@ufsrw.com					
In accordance with 39-3-129, 39-3-131, 39-3-132, CRS and 43-1-214 CRS this property has or will become exempt from general taxation and is eligible for proportional valuation (description of real property, attached) The Colorado Department of Transportation: ('X' appropriate box)					
<input type="checkbox"/> took possession of the parcel listed above. (Agreement for Possession and Use, CDOT Form #228 attached)					
<input checked="" type="checkbox"/> will become owner of the parcel listed above. (Memorandum of Agreement, CDOT Form #784, attached)					

(A) Assessed value – entire ownership:	Land	373,820.00 \$
	Improvements	\$
	Total (A)	373,820.00 \$

(B) Improvements to be acquired under such Agreement are as follows:					
#	Kind of building	Type of construction	Number of stories	Overall size	Assessed value
					\$
					\$
					\$
Total Assessed Value (B)					\$

(C) Assessed Value – above numbered parcel:	Land	\$
	Improvements (B)	\$
	Total (C)	\$

(D) Computer total current tax on above numbered parcel, multiply amount (A) by Mill Levy for the year 2014 0.01071

$373820 \div 447579 = 0.835204$
 $0.835204 \times 9903 = 8271.03$

$554.99 \div 3165 = 1.52 \times 274$ **Total Current Tax (D)** 554.99 \$

(E) Computed Pro-ration, Tax due on above parcel to date of possession
 (fraction) / of amount (D) (E) 416.62 \$

TREASURER CERTIFICATION
 I certify that: ('X' appropriate box)

This is an insignificant acquisition (no taxes collected)

The prior tax(es) due \$

I have pro-rated the full taxes assessed for the current year for the parcel described above.

I have determined that the property remaining has sufficient value to satisfy any lien for unpaid taxes.

County Treasurer signature: *Janice Rich* Date: 8-19-15

$1.520521 \times 358 \text{ days} = 544.35$

THIS DOCUMENT WILL BE SIGNED IN COUNTERPART, THEREFORE ALL COUNTERPARTS SHALL BE READ AS ONE.

Abstract & Title Company of Mesa County Compliance Agreement

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

SELLER: Grand Conjunction, LLC, a Colorado Limited Liability Company

FILE NO: 2625CEM

PROPERTY ADDRESS: 743 Horizon Drive, Grand Junction CO 81506

LEGAL: A parcel of land, No. RW-106 of the Department of Transportation, State of Colorado, Project Code 19911, Project Number NHP 0701-223 located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 36, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said parcel being more particularly described as follows:

Commencing at the Southwest corner of the NW1/4 SE1/4 of said Section 36; thence South 89°54'06" East along the South line of the NW1/4 SE1/4 of said Section 36, a distance of 587.78 feet; thence North 00°05'54" East a distance of 548.58 feet to a point on the Southeasterly line of Horizon/70, as same is recorded in Plat Book 12, Page 76, Public Records of Mesa County, Colorado, said point lying on the right of way for Horizon Drive, lying North 27°37'14" East a distance of 82.80 feet from the Southeast corner of Lot 1 of said Horizon/70 and being the beginning of a 53.00 foot radius curve, concave Southwest, whose long chord bears North 35°39'48" West a distance of 11.81 feet, said point also being the POINT OF BEGINNING;

1. thence from said Point of Beginning, Northwesterly along the arc of said curve, through a central angle of 12°47'27", an arc length of 11.83 feet to a point of reverse curvature with a 15.00 foot radius curve, concave Northeast, whose long chord bears North 12°15'31" West a distance of 14.91 feet;
2. thence Northwesterly along the arc of said curve, through a central angle of 59°36'00", an arc length of 15.60 feet to a point of reverse curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears North 15°13'09" West a distance of 5.41 feet;
3. thence Northwesterly along the arc of said curve, through a central angle of 65°31'15", an arc length of 5.72 feet to a point of reverse curvature with a 131.83 foot radius curve, concave Northeast, whose long chord bears North 32°09'53" West a distance of 83.73 feet;
4. thence Northwesterly along the arc of said curve, through a central angle of 37°01'58", an arc length of 85.21 feet;
5. thence North 69°03'37" West a distance of 9.56 feet;
6. thence North 00°01'40" East a distance of 45.32 feet;
7. thence North 65°47'15" East a distance of 9.38 feet;
8. thence North 08°16'31" East a distance of 45.93 feet to a point being the beginning of a 139.29 foot radius curve, concave West, whose long chord bears North 06°21'41" West a distance of 70.50 feet;
9. thence Northerly along the arc of said curve, through a central angle of 29°19'03", an arc length of 71.27 feet;
10. thence North 21°01'12" West a distance of 9.60 feet;
11. thence North 68°58'48" East a distance of 5.80 feet;
12. thence South 21°01'12" East a distance of 153.57 feet to a point being the beginning of a 127.95 foot radius curve, concave West, whose long chord bears South 09°56'11" East a distance of 49.21 feet;
13. thence Southerly along the arc of said curve, through a central angle of 22°10'17", an arc length of 49.51 feet;
14. thence South 01°08'48" West a distance of 22.50 feet to a point being the beginning of a 206.00 foot radius curve, concave East, whose long chord bears South 04°56'52" East a distance of 43.74 feet;
15. thence Southerly along the arc of said curve, through a central angle of 12°11'19", an arc length of 43.82 feet;
16. thence South 27°37'14" West a distance of 24.30 feet, more or less to the Point of Beginning.

Basis of Bearings: All bearings are based on the South line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 36 bearing South 89°54'06" East a distance of 1320.16 feet. The West end of said line monumented by a 3-1/4" Aluminum Cap, PLS 24331 on a 2" steel pipe and the East end of said line monumented by a 3" Mesa County Survey Marker, No. 162-1, PLS 2280, set in concrete.

AND

A Permanent Easement, No. PE-106 of the Department of Transportation, State of Colorado, Project Code 19911, Project Number NHP 0701-223, located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 36, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said permanent easement being more particularly described as follows:

Commencing at the Southwest corner of the NW1/4 SE1/4 of said Section 36;
thence South 89°54'06" East along the South line of the NW1/4 SE1/4 of said Section 36, a distance of 581.95 feet; thence North 00°05'54" East a distance of 537.40 feet to a point on the Southeasterly line of Horizon/70, as same is recorded in Plat Book 12, Page 76, Public Records of Mesa County, Colorado, said point lying on the right of way for Horizon Drive lying North 27°37'14" East a distance of 70.20 feet from the Southeast corner of Lot 1 of said Horizon/70 and being the beginning of a 43.00 foot radius curve, concave Southwest, whose long chord bears North 31°03'27" West a distance of 16.41 feet, said point also being the POINT OF BEGINNING;

1. thence from said point of beginning, Northwesterly along the arc of said curve, through a central angle of 22°00'09", an arc length of 16.51 feet to a point of reverse curvature with a 25.00 foot radius curve, concave Northeast, whose long chord bears North 18°58'23" West a distance of 19.61 feet;
2. thence Northwesterly along the arc of said curve, through a central angle of 46°10'16", an arc length of 20.15 feet to a point of reverse curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears North 22°04'45" West a distance of 4.41 feet;
3. thence Northwesterly along the arc of said curve, through a central angle of 52°22'59", an arc length of 4.57 feet to a point of reverse curvature with a 141.83 foot radius curve, concave Northeast, whose long chord bears North 32°02'04" West a distance of 79.31 feet;
4. thence Northwesterly along the arc of said curve, through a central angle of 32°28'21", an arc length of 80.38 feet;
5. thence North 69°03'37" West a distance of 11.32 feet;
6. thence North 00°01'40" East a distance of 58.67 feet;
7. thence North 65°47'15" East a distance of 10.36 feet;
8. thence North 08°16'31" East a distance of 40.44 feet to a point being the beginning of a 129.29 foot radius curve, concave West, whose long chord bears North 06°21'39" West a distance of 65.44 feet;
9. thence Northerly along the arc of said curve, through a central angle of 29°19'06", an arc length of 66.16 feet;
10. thence North 21°01'12" West a distance of 9.60 feet;
11. thence North 69°58'48" East a distance of 10.00 feet;
12. thence South 21°01'12" East a distance of 9.60 feet to a point being the beginning of a 139.29 foot radius curve, concave West, whose long chord bears South 06°21'41" East a distance of 70.50 feet;
13. thence Southerly along the arc of said curve, through a central angle of 29°19'03", an arc length of 71.27 feet;
14. thence South 08°16'31" West a distance of 45.93 feet;
15. thence South 65°47'15" West a distance of 9.38 feet;
16. thence South 00°01'40" West a distance of 45.32 feet;
17. thence South 69°03'37" East a distance of 9.56 feet to a point being the beginning of a 131.83 foot non-tangent radius curve, concave Northeast, whose long chord bears South 32°09'53" East a distance of 83.73 feet;
18. thence Southeasterly along the arc of said curve, through a central angle of 37°01'58", an arc length of 85.21 feet to a point of reverse curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears South 15°13'09" East a distance of 5.41 feet;
19. thence Southeasterly along the arc of said curve, through a central angle of 65°31'15", an arc length of 5.72 feet to a point of reverse curvature with a 15.00 foot radius curve, concave Northeast, whose long chord bears South 12°15'31" East a distance of 14.91 feet;
20. thence Southeasterly along the arc of said curve, through a central angle of 59°36'00", an arc length of 15.60 feet to a point of reverse curvature with a 53.00 foot radius curve, concave Southwest, whose long chord bears South 35°39'48" East a distance of 11.81 feet;
21. thence Southeasterly along the arc of said curve, through a central angle of 12°47'27", an arc length of 11.83 feet to a point on the Southeasterly line of said Horizon/70;
22. thence South 27°37'14" West along said Southeasterly line, a distance of 12.60 feet, more or less, to the Point of Beginning.

Basis of Bearings: All bearings are based on the South line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 36 bearing South 89°54'06" East a distance of 1320.16 feet. The West end of said line monumented by a 3-1/4" Aluminum Cap, PLS 24331 on a 2" steel pipe and the East end of said line monumented by a 3" Mesa County Survey Marker, No. 162-1, PLS 2280, set in concrete.

It is expressly agreed and understood between the undersigned parties that Abstract & Title Company of Mesa County is acting as Closing Agent in the above referenced transaction and shall in no way be liable as to the accuracy or completeness of any Payoff Statement and/or Assumption Statement that has been provided to said Company for the purposes of closing this transaction.

Abstract & Title Company of Mesa County has acted in good faith in compiling the data and information as set forth on the applicable Settlement Statement(s). The undersigned agree that any additional funds due and payable after closing will be immediately paid by the responsible party (s).

The undersigned further agree that in the event any of the documents required in this closing misstate or inaccurately reflect the true and correct terms and provisions thereof, and said misstatement or inaccuracy is due to a unilateral mistake on the part of Abstract & Title Company of Mesa County mutual mistake on the part of the undersigned and Abstract & Title Company of Mesa County or clerical error, then in such event the undersigned shall upon request by Abstract & Title Company of Mesa County and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Abstract & Title Company of Mesa County may deem necessary to remedy said inaccuracy or mistake.

IN WITNESS WHEREOF, the party (s) has/have executed this Agreement this 23rd day of December, 2015

Buyers: Contact Phone #: _____

Sellers: Contact Phone #: _____

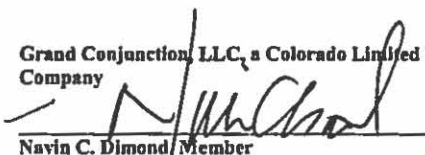
Email Address: _____

Email Address: _____

The City of Grand Junction, a Colorado Home Rule Municipality

Grand Conjunction, LLC, a Colorado Limited Liability Company

by: _____
Shelley S. Dackonish, Senior Staff Attorney


Navin C. Dimond Member

STATE OF: Colorado
COUNTY OF: Arapahoe

The foregoing instrument was acknowledged before me this December 24, 2015 by Navin C. Dimond as Member of Grand Conjunction, LLC, a Colorado Limited Liability Company.

SHERYL A HANEBRINK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 200518258-6
MY COMMISSION EXPIRES JUNE 30, 2017


Notary Public

STATE OF: Colorado
COUNTY OF: Mesa

The foregoing instrument was acknowledged before me this December 23, 2015 by Shelly S. Dackonish, Senior Staff Attorney for the City of Grand Junction, a Colorado home rule municipality.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

THIS DOCUMENT WILL BE SIGNED IN COUNTERPART, THEREFORE ALL COUNTERPARTS SHALL BE READ AS ONE.

Abstract & Title Company of Mesa County Compliance Agreement

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

SELLER: Grand Conjunction, LLC, a Colorado Limited Liability Company

FILE NO: 2625CEM

PROPERTY ADDRESS: 743 Horizon Drive, Grand Junction CO 81506

LEGAL: A parcel of land, No. RW-106 of the Department of Transportation, State of Colorado, Project Code 19911, Project Number NHP 0701-223 located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 36, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said parcel being more particularly described as follows:

Commencing at the Southwest corner of the NW1/4 SE1/4 of said Section 36; thence South 89°54'08" East along the South line of the NW1/4 SE1/4 of said Section 36, a distance of 587.78 feet; thence North 00°05'54" East a distance of 548.58 feet to a point on the Southeasterly line of Horizon/70, as same is recorded in Plat Book 12, Page 76, Public Records of Mesa County, Colorado, said point lying on the right of way for Horizon Drive, lying North 27°37'14" East a distance of 82.80 feet from the Southeast corner of Lot 1 of said Horizon/70 and being the beginning of a 53.00 foot radius curve, concave Southwest, whose long chord bears North 35°39'48" West a distance of 11.81 feet, said point also being the POINT OF BEGINNING;

1. thence from said Point of Beginning, Northwesterly along the arc of said curve, through a central angle of 12°47'27", an arc length of 11.83 feet to a point of reverse curvature with a 15.00 foot radius curve, concave Northeast, whose long chord bears North 12°15'31" West a distance of 14.91 feet;
2. thence Northwesterly along the arc of said curve, through a central angle of 59°36'00", an arc length of 15.60 feet to a point of reverse curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears North 15°13'09" West a distance of 5.41 feet;
3. thence Northwesterly along the arc of said curve, through a central angle of 65°31'15", an arc length of 5.72 feet to a point of reverse curvature with a 131.83 foot radius curve, concave Northeast, whose long chord bears North 32°09'53" West a distance of 83.73 feet;
4. thence Northwesterly along the arc of said curve, through a central angle of 37°01'58", an arc length of 85.21 feet;
5. thence North 69°03'37" West a distance of 9.56 feet;
6. thence North 00°01'40" East a distance of 45.32 feet;
7. thence North 65°47'15" East a distance of 9.38 feet;
8. thence North 08°16'31" East a distance of 45.93 feet to a point being the beginning of a 139.29 foot radius curve, concave West, whose long chord bears North 06°21'41" West a distance of 70.50 feet;
9. thence Northerly along the arc of said curve, through a central angle of 29°19'03", an arc length of 71.27 feet;
10. thence North 21°01'12" West a distance of 9.60 feet;
11. thence North 68°58'48" East a distance of 5.80 feet;
12. thence South 21°01'12" East a distance of 153.57 feet to a point being the beginning of a 127.95 foot radius curve, concave West, whose long chord bears South 09°56'11" East a distance of 49.21 feet;
13. thence Southerly along the arc of said curve, through a central angle of 22°10'17", an arc length of 49.51 feet;
14. thence South 01°08'48" West a distance of 22.50 feet to a point being the beginning of a 206.00 foot radius curve, concave East, whose long chord bears South 04°56'52" East a distance of 43.74 feet;
15. thence Southerly along the arc of said curve, through a central angle of 12°11'19", an arc length of 43.82 feet;
16. thence South 27°37'14" West a distance of 24.30 feet, more or less to the Point of Beginning.

Basis of Bearings: All bearings are based on the South line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 36 bearing South 89°54'06" East a distance of 1320.16 feet. The West end of said line monumented by a 3-1/4" Aluminum Cap, PLS 24331 on a 2" steel pipe and the East end of said line monumented by a 3" Mesa County Survey Marker, No. 162-1, PLS 2280, set in concrete.

AND

A Permanent Easement, No. PE-106 of the Department of Transportation, State of Colorado, Project Code 19911, Project Number NHP 0701-223, located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 36, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said permanent easement being more particularly described as follows:

Commencing at the Southwest corner of the NW1/4 SE1/4 of said Section 36; thence South 89°54'06" East along the South line of the NW1/4 SE1/4 of said Section 36, a distance of 581.95 feet; thence North 00°05'54" East a distance of 537.40 feet to a point on the Southeasterly line of Horizon/70, as same is recorded in Plat Book 12, Page 76, Public Records of Mesa County, Colorado, said point lying on the right of way for Horizon Drive lying North 27°37'14" East a distance of 70.20 feet from the Southeast corner of Lot 1 of said Horizon/70 and being the beginning of a 43.00 foot radius curve, concave Southwest, whose long chord bears North 31°03'27" West a distance of 16.41 feet, said point also being the POINT OF BEGINNING;

1. thence from said point of beginning, Northwesterly along the arc of said curve, through a central angle of 22°00'09", an arc length of 16.51 feet to a point of reverse curvature with a 25.00 foot radius curve, concave Northeast, whose long chord bears North 18°58'23" West a distance of 19.61 feet;
2. thence Northwesterly along the arc of said curve, through a central angle of 46°10'16", an arc length of 20.15 feet to a point of reverse curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears North 22°04'45" West a distance of 4.41 feet;
3. thence Northwesterly along the arc of said curve, through a central angle of 52°22'59", an arc length of 4.57 feet to a point of reverse curvature with a 141.83 foot radius curve, concave Northeast, whose long chord bears North 32°02'04" West a distance of 79.31 feet;
4. thence Northwesterly along the arc of said curve, through a central angle of 32°28'21", an arc length of 80.38 feet;
5. thence North 69°03'37" West a distance of 11.32 feet;
6. thence North 00°01'40" East a distance of 58.67 feet;
7. thence North 65°47'15" East a distance of 10.36 feet;
8. thence North 08°16'31" East a distance of 40.44 feet to a point being the beginning of a 129.29 foot radius curve, concave West, whose long chord bears North 06°21'39" West a distance of 65.44 feet;
9. thence Northerly along the arc of said curve, through a central angle of 29°19'06", an arc length of 66.16 feet;
10. thence North 21°01'12" West a distance of 9.60 feet;
11. thence North 68°58'48" East a distance of 10.00 feet;
12. thence South 21°01'12" East a distance of 9.60 feet to a point being the beginning of a 139.29 foot radius curve, concave West, whose long chord bears South 06°21'41" East a distance of 70.50 feet;
13. thence Southerly along the arc of said curve, through a central angle of 29°19'03", an arc length of 71.27 feet;
14. thence South 08°16'31" West a distance of 45.93 feet;
15. thence South 65°47'15" West a distance of 9.38 feet;
16. thence South 00°01'40" West a distance of 45.32 feet;
17. thence South 69°03'37" East a distance of 9.56 feet to a point being the beginning of a 131.83 foot non-tangent radius curve, concave Northeast, whose long chord bears South 32°09'53" East a distance of 83.73 feet;
18. thence Southeasterly along the arc of said curve, through a central angle of 37°01'58", an arc length of 85.21 feet to a point of reverse curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears South 15°13'09" East a distance of 5.41 feet;
19. thence Southeasterly along the arc of said curve, through a central angle of 65°31'15", an arc length of 5.72 feet to a point of reverse curvature with a 15.00 foot radius curve, concave Northeast, whose long chord bears South 12°15'31" East a distance of 14.91 feet;
20. thence Southeasterly along the arc of said curve, through a central angle of 59°36'00", an arc length of 15.60 feet to a point of reverse curvature with a 53.00 foot radius curve, concave Southwest, whose long chord bears South 35°39'48" East a distance of 11.81 feet;
21. thence Southeasterly along the arc of said curve, through a central angle of 12°47'27", an arc length of 11.83 feet to a point on the Southeasterly line of said Horizon/70;
22. thence South 27°37'14" West along said Southeasterly line, a distance of 12.60 feet, more or less, to the Point of Beginning.

Basis of Bearings: All bearings are based on the South line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 36 bearing South 89°54'06" East a distance of 1320.16 feet. The West end of said line monumented by a 3-1/4" Aluminum Cap, PLS 24331 on a 2" steel pipe and the East end of said line monumented by a 3" Mesa County Survey Marker, No. 162-1, PLS 2280, set in concrete.

It is expressly agreed and understood between the undersigned parties that Abstract & Title Company of Mesa County is acting as Closing Agent in the above referenced transaction and shall in no way be liable as to the accuracy or completeness of any Payoff Statement and/or Assumption Statement that has been provided to said Company for the purposes of closing this transaction.

Abstract & Title Company of Mesa County has acted in good faith in compiling the data and information as set forth on the applicable Settlement Statement(s). The undersigned agree that any additional funds due and payable after closing will be immediately paid by the responsible party (s).

The undersigned further agree that in the event any of the documents required in this closing misstate or inaccurately reflect the true and correct terms and provisions thereof, and said misstatement or inaccuracy is due to a unilateral mistake on the part of Abstract & Title Company of Mesa County mutual mistake on the part of the undersigned and Abstract & Title Company of Mesa County or clerical error, then in such event the undersigned shall upon request by Abstract & Title Company of Mesa County and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Abstract & Title Company of Mesa County may deem necessary to remedy said inaccuracy or mistake.

IN WITNESS WHEREOF, the party (s) has/have executed this Agreement this 23rd day of December, 2015

Buyers: Contact Phone #: 970-256-4042

Sellers: Contact Phone #: _____

Email Address: shellyd@gjcity.org

Email Address: _____

The City of Grand Junction, a Colorado Home Rule Municipality

Grand Conjunction, LLC, a Colorado Limited Liability Company

by: Shelley S. Dackonish
Shelley S. Dackonish, Senior Staff Attorney

Navin C. Dimond, Member

STATE OF: Colorado
COUNTY OF: Arapahoe

The foregoing instrument was acknowledged before me this December 24, 2015 by Navin C. Dimond as Member of Grand Conjunction, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires:

Notary Public

STATE OF: Colorado
COUNTY OF: Mesa

The foregoing instrument was acknowledged before me this December 23, 2015 by Shelley S. Dackonish, Senior Staff Attorney for the City of Grand Junction, a Colorado home rule municipality.

Witness my hand and official seal.

My Commission Expires: 04/07/2018

Mary E. Sparks

Notary Public



ABSTRACT & TITLE COMPANY OF MESA COUNTY

605 25 Road, Suite 201
Grand Junction, CO 81505
Phone: 970-242-8234 Fax: 970-241-4925

January 19, 2016

The City of Grand Junction, a Colorado home rule municipality
250 North 5th Street
Grand Junction, Colorado 81501

PROPERTY ADDRESS: 743 Horizon Drive, Grand Junction, CO 81506

ORDER NO: 2625CEM

DEAR CUSTOMER:

ENCLOSED IS YOUR POLICY OF TITLE INSURANCE. THIS POLICY CONTAINS IMPORTANT INFORMATION ABOUT THE REAL ESTATE TRANSACTION YOU HAVE JUST COMPLETED AND IS YOUR GUARANTEE OF OWNERSHIP. PLEASE READ IT CAREFULLY AND RETAIN IT WITH YOUR OTHER VALUABLE PAPERS.

A COMPLETE AND PERMANENT FILE OF THE RECORDS CONCERNING YOUR TRANSACTION WILL BE MAINTAINED IN OUR OFFICE. THESE RECORDS WILL ASSURE PROMPT PROCESSING OF FUTURE TITLE ORDERS AND SAVE MUCH VALUABLE TIME SHOULD YOU WISH TO SELL OR OBTAIN A LOAN ON YOUR PROPERTY. VISIT OR CALL OUR OFFICE AND SIMPLY GIVE US YOUR PERSONAL POLICY FILE NUMBER SHOWN ABOVE.

WE APPRECIATE THE OPPORTUNITY TO SERVE YOU AND WILL BE HAPPY TO ASSIST YOU IN ANY WAY WITH YOUR FUTURE TITLE SERVICE NEEDS.

SINCERELY,
ABSTRACT & TITLE COMPANY OF MESA COUNTY

POLICY NO. OP-3-4148172



**ALTA RESIDENTIAL TITLE INSURANCE POLICY
ONE-TO-FOUR FAMILY RESIDENCES (6-1-87)**

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between you and Westcor Land Title Insurance Company.

It applies only to a one-to-four family residential lot or condominium unit. If your land is not either of these, contact us immediately.

The Policy insures you against certain risks to your land title. These risks are listed on page one of the Policy. The Policy is limited by:

- Exclusions on page 2
- Exceptions on Schedule B
- Conditions on page 3

You should keep the Policy even if you transfer the title to your land.

If you want to make a claim, see Item 3 under Conditions on page 3.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. Since the Policy--and not this sheet--is the legal document, YOU SHOULD READ THE POLICY VERY CAREFULLY.

If you have any questions about your Policy, contact:

Westcor Land Title Insurance Company
875 Concourse Parkway South, Suite 200, Maitland, FL 32751

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By: Abstract & Title Company of Mesa County



By: Mary O'Donnell
President
Attest: Patricia H. Power
Secretary

TABLE OF CONTENTS

OWNER'S INFORMATION SHEET	1
COVERED TITLE RISKS	2
COMPANY'S DUTY TO DEFEND AGAINST COURT CASES	2
SCHEDULE A	insert
Policy Number, Date and Amount	
1. Name of Insured	
2. Interest in Land Covered	
3. Description of the Land	
SCHEDULE B-EXCEPTIONS	insert
EXCLUSIONS	2
CONDITIONS	3
1. Definitions	3
2. Continuation of Coverage	3
3. How to Make a Claim	3
4. Our Choices When You Notify Us of a Claim	3
5. Handling a Claim or Court Case	3
6. Limitation of the Company's Liability	3
7. Transfer of Your Rights	3
8. Arbitration	4
9. Our Liability is Limited to This Policy	4

OWNER'S COVERAGE STATEMENT

This policy insures your title to the land described in Schedule A—if that land is a one-to-four family residential lot or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

Your insurance is limited by the following:

- Exclusions on page 2
- Exceptions in Schedule B
- Conditions on page 3

We insure you against actual loss resulting from:

- any title risks covered by this Policy—up to the Policy Amount and
- any costs, attorneys' fees and expenses we have to pay under this Policy

COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation
4. Defective recording of any document.
5. You do not have any legal right of access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
 - a mortgage or deed of trust
 - a judgment, tax, or special assessment
 - a charge by a homeowner's or condominium association
8. There are liens on your title, arising now or later, for labor and material furnished before the Policy Date—unless you agreed to pay for the labor and material.

mortgage loan.

12. You are forced to remove your existing structure—other than a boundary wall or fence—because:
 - it extends on to adjoining land or on to any easement
 - it violates a restriction shown in Schedule B
 - it violates an existing zoning law
13. You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.
14. Other defects, liens, or encumbrances

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A; or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorneys' fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our

9. Others have rights arising out of leases, contracts or options.
10. Someone else has an easement on your land.
11. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make

options listed in Item 4 of the Conditions.

This policy is not complete without Schedules A and B.

CONDITIONS

1. DEFINITIONS

- a. Easement – the right of someone else to use your land for a special purpose.
- b. Land – the land or condominium unit described in Schedule A and any improvements on the land which are real property.
- c. Mortgage – a mortgage, deed of trust, trust deed or other security instrument.
- d. Public Records – title records that give constructive notice of matters affecting your title – according to the state statutes where your land is located.
- e. Title – the ownership of your interest in the land, as shown in Schedule A.

2. CONTINUATION OF COVERAGE

This Policy protects you as long as you:

- own your title; or
- own a mortgage from anyone who buys your land; or are liable for any title warranties you make

This Policy protects anyone who receives your title because of your death.

3. HOW TO MAKE A CLAIM

a. You Must Give The Company Notice Of Your Claim

If anyone claims a right against your insured title, you must notify us promptly in writing. Send the notice to: Westcor Land Title Insurance Company, Attn: Claims Department, 201 N. New York Avenue, Ste. 200, Winter Park, FL 32789. Please include the Policy number shown in Schedule A and the county and state where the land is located.

Our obligation to you could be reduced if:

- you fail to give prompt notice; and
- your failure affects our ability to dispose of or to defend you against the claim.

b. Proof Of Your Loss Must Be Given To The Company

You must give us a written statement to prove your claim of loss. This statement must be given to us not later than 90 days after you know the facts which will let you establish the amount of your loss.

The statement must have the following facts:

- the Covered Title Risks which resulted in your loss
- the dollar amount of your loss
- the method you used to compute the amount of your loss

You may want to provide us with an appraisal of your loss by a professional appraiser as a part of your statement of loss.

We may require you to show us your records, checks, letters, contracts, and other papers which relate to your claim of loss.

We may require you to answer questions under oath.

Our obligation to you could be reduced if you fail or refuse to:

- provide a statement of loss; or
- answer our questions under oath; or
- show us the papers we request, and
- your failure or refusal affects our ability to dispose of or to defend you against the claim.

4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:

- a. Pay the claim against your title.
- b. Negotiate a settlement.
- c. Prosecute or defend a court case related to the claim.
- d. Pay you the amount required by this Policy.
- e. Take other action which will protect you.
- f. Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time which we are obligated to pay.

5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.

We are required to repay you only for those settlement costs attorneys' fees and expenses that we approve in advance.

When we defend your title, we have a right to choose the attorney.

We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

6. LIMITATION OF THE COMPANY'S LIABILITY

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made—whichever is less.
- b. If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it. If you cannot use any of your land because of a claim against your title, and you rent reasonable substitute land or facilities, we will repay you for your actual rent until:
 - the cause of the claim is removed; or
 - we settle your claim
- c. The Policy Amount will be reduced by all payments made under this policy—except for costs, attorneys' fees and expenses.
- d. The Policy Amount will be reduced by any amount we pay to our insured holder of any mortgage shown in this Policy or a later mortgage given by you.
- e. If you do anything to affect any right of recovery you may

We may make copies of these papers.

have, we can subtract from our liability the amount by which you reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. ARBITRATION

If it is permitted in your state, you or the Company may demand arbitration.

The arbitration shall be binding on both you and the Company. The arbitration shall decide any matter in dispute between you and the Company.

The arbitration award may:

- include attorneys' fees if allowed by state law
- be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from the Company.

9. OUR LIABILITY IS LIMITED TO THIS POLICY

This Policy, plus any endorsements, is the entire contract between you and the Company. Any claim you make against us must be made under this Policy and is subject to its terms.

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company:

WESTCOR LAND TITLE INSURANCE COMPANY

2000 S. Colorado Blvd.

#1-3100, Denver, Colorado 80222

File No.: **2625CEM**

Policy No.: **OP-3-4148172**

Address Reference: **743 Horizon Drive, Grand Junction, CO 81506**

Amount of Insurance: **\$197,000.00**

Date of Policy: **December 28, 2015** at the exact time of recording.

1. Name of Insured:

The City of Grand Junction, a Colorado home rule municipality

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

The City of Grand Junction, a Colorado home rule municipality

4. The Land referred to in this policy is described as follows:

SEE ATTACHED EXHIBIT "A"

Countersigned

Abstract & Title Company of Mesa County

By: *Cynthia M. Olson*

Authorized Officer or Agent

Note: This policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

ALTA Owner's Policy (6-17-06)
Schedule A

EXHIBIT "A"

A parcel of land, No. RW-106 of the Department of Transportation, State of Colorado, Project Code 19911, Project Number NHP 0701-223 located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 36, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said parcel being more particularly described as follows:

Commencing at the Southwest corner of the NW1/4 SE1/4 of said Section 36; thence South $89^{\circ}54'06''$ East along the South line of the NW1/4 SE1/4 of said Section 36, a distance of 587.78 feet; thence North $00^{\circ}05'54''$ East a distance of 548.58 feet to a point on the Southeasterly line of Horizon/70, as same is recorded in Plat Book 12, Page 76, Public Records of Mesa County, Colorado, said point lying on the right of way for Horizon Drive, lying North $27^{\circ}37'14''$ East a distance of 82.80 feet from the Southeast corner of Lot 1 of said Horizon/70 and being the beginning of a 53.00 foot radius curve, concave Southwest, whose long chord bears North $35^{\circ}39'48''$ West a distance of 11.81 feet, said point also being the POINT OF BEGINNING;

1. thence from said Point of Beginning, Northwesterly along the arc of said curve, through a central angle of $12^{\circ}47'27''$, an arc length of 11.83 feet to a point of reverse curvature with a 15.00 foot radius curve, concave Northeast, whose long chord bears North $12^{\circ}15'31''$ West a distance of 14.91 feet;
2. thence Northwesterly along the arc of said curve, through a central angle of $59^{\circ}36'00''$, an arc length of 15.60 feet to a point of reverse curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears North $15^{\circ}13'09''$ West a distance of 5.41 feet;
3. thence Northwesterly along the arc of said curve, through a central angle of $65^{\circ}31'15''$, an arc length of 5.72 feet to a point of reverse curvature with a 131.83 foot radius curve, concave Northeast, whose long chord bears North $32^{\circ}09'53''$ West a distance of 83.73 feet;
4. thence Northwesterly along the arc of said curve, through a central angle of $37^{\circ}01'58''$, an arc length of 85.21 feet;
5. thence North $69^{\circ}03'37''$ West a distance of 9.56 feet;
6. thence North $00^{\circ}01'40''$ East a distance of 45.32 feet;
7. thence North $65^{\circ}47'15''$ East a distance of 9.38 feet;
8. thence North $08^{\circ}16'31''$ East a distance of 45.93 feet to a point being the beginning of a 139.29 foot radius curve, concave West, whose long chord bears North $06^{\circ}21'41''$ West a distance of 70.50 feet;
9. thence Northerly along the arc of said curve, through a central angle of $29^{\circ}19'03''$, an arc length of 71.27 feet;
10. thence North $21^{\circ}01'12''$ West a distance of 9.60 feet;
11. thence North $68^{\circ}58'48''$ East a distance of 5.80 feet;
12. thence South $21^{\circ}01'12''$ East a distance of 153.57 feet to a point being the beginning of a 127.95 foot radius curve, concave West, whose long chord bears South $09^{\circ}56'11''$ East a distance of 49.21 feet;

13. thence Southerly along the arc of said curve, through a central angle of 22°10'17", an arc length of 49.51 feet;
14. thence South 01°08'48" West a distance of 22.50 feet to a point being the beginning of a 206.00 foot radius curve, concave East, whose long chord bears South 04°56'52" East a distance of 43.74 feet;
15. thence Southerly along the arc of said curve, through a central angle of 12°11'19", an arc length of 43.82 feet;
16. thence South 27°37'14" West a distance of 24.30 feet, more or less to the Point of Beginning.

Basis of Bearings: All bearings are based on the South line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 36 bearing South 89°54'06" East a distance of 1320.16 feet. The West end of said line monumented by a 3-1/4" Aluminum Cap, PLS 24331 on a 2" steel pipe and the East end of said line monumented by a 3" Mesa County Survey Marker, No. 162-1, PLS 2280, set in concrete.

AND

A Permanent Easement, No. PE-106 of the Department of Transportation, State of Colorado, Project Code 19911, Project Number NHP 0701-223, located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 36, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said permanent easement being more particularly described as follows:

Commencing at the Southwest corner of the NW1/4 SE1/4 of said Section 36; thence South 89°54'06" East along the South line of the NW1/4 SE1/4 of said Section 36, a distance of 581.95 feet; thence North 00°05'54" East a distance of 537.40 feet to a point on the Southeasterly line of Horizon/70, as same is recorded in Plat Book 12, Page 76, Public Records of Mesa County, Colorado, said point lying on the right of way for Horizon Drive lying North 27°37'14" East a distance of 70.20 feet from the Southeast corner of Lot 1 of said Horizon/70 and being the beginning of a 43.00 foot radius curve, concave Southwest, whose long chord bears North 31°03'27" West a distance of 16.41 feet, said point also being the POINT OF BEGINNING;

1. thence from said point of beginning, Northwesterly along the arc of said curve, through a central angle of 22°00'09", an arc length of 16.51 feet to a point of reverse curvature with a 25.00 foot radius curve, concave Northeast, whose long chord bears North 18°58'23" West a distance of 19.61 feet;
2. thence Northwesterly along the arc of said curve, through a central angle of 46°10'16", an arc length of 20.15 feet to a point of reverse curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears North 22°04'45" West a distance of 4.41 feet;
3. thence Northwesterly along the arc of said curve, through a central angle of 52°22'59", an arc length of 4.57 feet to a point of reverse curvature with a 141.83 foot radius curve, concave Northeast, whose long chord bears North 32°02'04" West a distance of 79.31 feet;
4. thence Northwesterly along the arc of said curve, through a central angle of 32°28'21", an arc length of 80.38 feet;
5. thence North 69°03'37" West a distance of 11.32 feet;

6. thence North 00°01'40" East a distance of 58.67 feet;
7. thence North 65°47'15" East a distance of 10.36 feet;
8. thence North 08°16'31" East a distance of 40.44 feet to a point being the beginning of a 129.29 foot radius curve, concave West, whose long chord bears North 06°21'39" West a distance of 65.44 feet;
9. thence Northerly along the arc of said curve, through a central angle of 29°19'06", an arc length of 66.16 feet;
10. thence North 21°01'12" West a distance of 9.60 feet;
11. thence North 68°58'48" East a distance of 10.00 feet;
12. thence South 21°01'12" East a distance of 9.60 feet to a point being the beginning of a 139.29 foot radius curve, concave West, whose long chord bears South 06°21'41" East a distance of 70.50 feet;
13. thence Southerly along the arc of said curve, through a central angle of 29°19'03", an arc length of 71.27 feet;
14. thence South 08°16'31" West a distance of 45.93 feet;
15. thence South 65°47'15" West a distance of 9.38 feet;
16. thence South 00°01'40" West a distance of 45.32 feet;
17. thence South 69°03'37" East a distance of 9.56 feet to a point being the beginning of a 131.83 foot non-tangent radius curve, concave Northeast, whose long chord bears South 32°09'53" East a distance of 83.73 feet;
18. thence Southeasterly along the arc of said curve, through a central angle of 37°01'58", an arc length of 85.21 feet to a point of reverse curvature with a 5.00 foot radius curve, concave Southwest, whose long chord bears South 15°13'09" East a distance of 5.41 feet;
19. thence Southeasterly along the arc of said curve, through a central angle of 65°31'15", an arc length of 5.72 feet to a point of reverse curvature with a 15.00 foot radius curve, concave Northeast, whose long chord bears South 12°15'31" East a distance of 14.91 feet;
20. thence Southeasterly along the arc of said curve, through a central angle of 59°36'00", an arc length of 15.60 feet to a point of reverse curvature with a 53.00 foot radius curve, concave Southwest, whose long chord bears South 35°39'48" East a distance of 11.81 feet;
21. thence Southeasterly along the arc of said curve, through a central angle of 12°47'27", an arc length of 11.83 feet to a point on the Southeasterly line of said Horizon/70;
22. thence South 27°37'14" West along said Southeasterly line, a distance of 12.60 feet, more or less, to the Point of Beginning.

Basis of Bearings: All bearings are based on the South line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 36 bearing South 89°54'06" East a distance of 1320.16 feet. The West end of said line monumented by a 3-1/4" Aluminum Cap, PLS 24331 on a 2" steel pipe and the East end of said line monumented by a 3" Mesa County Survey Marker, No. 162-1, PLS 2280, set in concrete.

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE B

File No.: 2625CEM

Policy No.: OP-3-4148172

EXCEPTIONS FROM COVERAGE

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
6. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
7. Taxes and assessments for the year 2015, and subsequent years, a lien not yet due and payable.
8. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded April 3, 1893 at Reception No. 16158.
9. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded October 8, 1907 at Reception No. 70211.
10. Reservation of right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded October 8, 1907 at Reception No. 70211.
11. Covenants, conditions and restrictions (deleting any restriction indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in instrument recorded May 16, 1966 at Reception No. 918328, providing as follows: Shall not be used for the purpose of operating or maintaining a service station and this covenant shall run with the land.
12. Power of Attorney, including the terms and conditions thereof recorded October 10, 1980 at Reception No. 1236937.
13. Easement 10 feet wide over and along the Easterly side and lying 10 feet Westerly on the East line of a tract of land situated in Sec. 36, T1N, R1W, U.M. being a part of Horizon Court as dedicated on Horizon/70 Sub. recorded in Plat Book 12 at Page 76 for utilities as described in Ordinance recorded September 5, 1980 at Reception No. 1233560.
14. Restriction as contained n the Plat of Horizon/70 recorded October 16, 1978 in Plat Book 12 at Page 76 providing as follows: Lot 1 shall be subject to the following Deed restrictions: Access to said Lot 1 shall be from Lot 2 only and not Horizon/70 Court.

Note: This policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

SCHEDULE B
Continued

15. **Easement and right of way for the purpose of irrigation facilities as granted to Department of Highways, State of Colorado by Mike Mudrock Jr. in instrument recorded July 17, 1963 at Reception No. 844377.**
16. **Easements as shown on the recorded Plat of said Subdivision.**
17. **Terms, agreements, provisions, conditions and obligations as contained in Memorandum of Lease Agreement recorded August 16, 1983 at Reception No. 1336769.**
18. **Terms, agreements, provisions, conditions and obligations as contained in Memorandum of Agreement recorded February 7, 2006 at Reception No. 2300627.**
19. **Easement(s) and rights of way including its terms and conditions for Multi-Purpose as granted to City of Grand Junction in instrument recorded December 28, 2015 at Reception No. 2747047.**
NOTE: Joinder and Consent of Lender recorded December 28, 2015 at Reception No. 2747048.
NOTE: Lender's Consent and Subordination recorded December 28, 2015 at Reception No. 2747049

Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.