

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

CLOSING INSTRUCTIONS

Date: May 16, 2016

Escrow No.: H0466261-097-TBE

1. PARTIES, PROPERTY. City Of Grand Junction Seller, and Burner Properties, LLC, a Colorado limited liability company

Buyer, engage Heritage Title Company, Inc., 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. 2887 North Avenue, Grand Junction, CO 81501-5064, and more fully described in the Contract to Buy and Sell Real Estate, dated April 19, 2016, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event 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 **Agrees** **Does Not agree** 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 **Agrees** **Does Not agree** 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 \$350.00 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 party 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 **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 the 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 subjective 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) is 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.)

N/A

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 AND 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 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: **XX Facsimile XX E-mail XX Internet** **No Electronic Delivery.** 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 a property located in Colorado.

SELLER:

BUYER:

City Of Grand Junction

Burner Properties, LLC, a Colorado limited liability company

Susan J. Hyatt
by: Susan Hyatt, Sr. Buyer

5/16/2016
Date

James Anthony Burner
by: James Anthony Burner, Owner Date

Closing Company: Heritage Title Company, Inc.

T. Bear Escrow Officer Title May 16, 2016 Date
Authorized Signature Title Date

Address: 330 Grand Avenue
Grand Junction, CO 81501
Phone No.: (970) 241-8555
Fax No.: (866) 828-9544
Electronic Address: tbear@heritagetco.com

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

Bray and Company-Commercial (Broker)

Working with Seller Working with Buyer engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$5.00 at the sole expense of Broker, the following legal documents:

Deed Bill of Sale Colorado Real Estate Commission approved Promissory Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Brokerage Firm's Name: Bray and Company-Commercial
Broker's Name: Theresa Englbrecht

Theresa Englbrecht
Broker's Signature Date May 16, 2016

Date: May 16, 2016
Closing Company's Name: Heritage Title Company, Inc.

T. Bear Escrow Officer Title May 16, 2016 Date
Authorized Signature Title Date

HERITAGE TITLE COMPANY, INC.

330 Grand Avenue, Grand Junction, CO 81501

Phone: (970) 241-8555 Fax: (866) 828-9544

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SS60-9-08) (Mandatory 1-09)

**Sellers Closing Statement
FINAL**

Escrow No: H0466261- 097 TBE

Close Date: 05/16/2016

Proration Date: 05/16/2016

Disbursement Date: 05/16/2016

Seller(s): City Of Grand Junction

Buyer(s)/Borrower(s): Burner Properties, LLC

Property: 2887 North Avenue
Grand Junction, CO 81501-5064

Brief Legal: BEG AT NE COR E2 W2 NE4 NE4 SEC 18 1S 1E W 94FT S 215 FT E 94FT N 215FT TO BEG EXC 40FT FOR RD & ALSO EXC R

Description	Debit	Credit
TOTAL CONSIDERATION: Total Consideration		150,000.00
REAL ESTATE CLOSING CHARGES Escrow Fee to Heritage Title Company, Inc.	175.00	
ADDITIONAL CHARGES: Final Water/Sewer/Trash to City of Grand Junction Storm Water to Grand Valley Drainage District	100.00 195.23	
PRORATIONS AND ADJUSTMENTS: Storm Water from 5/16/2016 to 1/1/2017 based on the Annual amount of \$195.23		122.69
COMMISSIONS: Commission \$4,500.00 to Bray and Company-Commercial \$4,500.00 to Back to Basics	9,000.00	
TITLE CHARGES: Owners Policy \$150,000.00 to Heritage Title Company, Inc. Extended Coverage to Heritage Title Company, Inc.	800.00 65.00	
Sub Totals	10,335.23	150,122.69
Proceeds Due Seller	139,787.46	
Totals	150,122.69	150,122.69

Seller(s):

City Of Grand Junction

Susan J Hyatt
by: Susan Hyatt, Sr. Buyer

5/16/2016
Date

Settlement Agent:

HERITAGE TITLE COMPANY, INC.

T Bear
by Tina L. Bear

5-16-16
Date

Listing Agent:

Shirley A
Bray and Company-Commercial

5-16-16
Date

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement. We/I authorize HERITAGE TITLE COMPANY, INC. to cause the funds to be disbursed in accordance with this statement.

HERITAGE TITLE COMPANY, INC.

330 Grand Avenue, Grand Junction, CO 81501

Phone: (970) 241-8555 Fax: (866) 828-9544

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Seller(s):

City Of Grand Junction

Susan J. Hyatt
by: Susan Hyatt, Sr. Buyer

5/16/2016
Date

Settlement Agent:

HERITAGE TITLE COMPANY, INC.

T. Bear
by Tina L. Bear

5-16-16
Date

Listing Agent:

Shirley A. [Signature]
Bray and Company-Commercial

5-16-16
Date

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement. We/I authorize HERITAGE TITLE COMPANY, INC. to cause the funds to be disbursed in accordance with this statement.

Disclosures

Escrow #: **460-H0466261-097-TBE**

PROPERTY ADDRESS: **2887 North Avenue, Grand Junction, CO 81501-5064**

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

Post Closing Escrows:

Funds may be collected and held in escrow by closing agent to pay items for which the amounts due are not known at the time of closing or for which the payment of such items cannot be confirmed as of the date of closing or disbursement. These items may include but are not limited to taxes, recordings, repairs, water, sewer or utilities and will be listed as an estimate or escrow for said item on the HUD1 or other applicable settlement statement. Upon confirmation of the amount due by closing agent, said items will be paid in full in accordance with the contract and or lender's closing instructions with any refund due to be disbursed to the depositing party. In the event the new lender's closing instructions prohibit funds be returned to the borrower, funds will be held until additional instructions are obtained from the lender.

Check Disbursement Procedures:

In the event any check is later returned to Heritage Title Company, to be replaced or otherwise disbursed, Heritage Title will only be able to disburse said funds after a stop payment has been placed on the returned check and confirmation of that stop has been received from the issuing bank the following business day.

Disclosure of Possible Benefits to Closing Company:

As a result of Closing Company maintaining its general escrow accounts with the depositories, Closing Company may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Closing Company and Closing Company shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits. You have the opportunity to earn interest on your escrowed funds as follows: As an example: the amount of interest you can earn on a deposit of \$1000.00 for a thirty day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate. To establish an interest bearing account, ask for an "Escrow Instruction-Interest Bearing Account," complete the form and return it to your escrow officer. The charge to set up and service the interest bearing account shall not exceed \$100.00

FIRPTA Waiver Of Settlement Agent Responsibility:

Heritage Title Company, Inc. is released from and shall have no liability, obligation or responsibility with respect to, (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 as amended, (b) advising the parties as to the requirements of such Section or (c) determining whether the transferor is a foreign person under such Section, acting as the Qualified Substitute or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

SELLER:

City Of Grand Junction

by: **Susan Hyatt, Sr. Buyer**

BUYER:

Burner Properties, LLC, a Colorado limited liability company

by: **James Anthony Burner, Owner**

**TAX, WATER, SEWER, CITY SERVICES AND
HOMEOWNER'S ASSOCIATION AGREEMENT**

PROPERTY: 2887 North Avenue, Grand Junction, CO 81501-5064

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

I. TAXES, TAX PRO-RATIONS

Purchaser has received, as of this date **May 16, 2016**, a credit from seller for taxes for the current year. This pro-ration was calculated based on:

No tax proration, Seller is tax exempt

THIS ADJUSTMENT BETWEEN SELLER AND PURCHASER SHALL BE CONSIDERED A FINAL SETTLEMENT, AND PURCHASER IS OBLIGATED TO PAY ALL TAXES FOR THE CURRENT YEAR.

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 – City of Grand Junction Water Department – City of Grand Junction Sewer Department-Final Read Date 05/16/16

Closing Agent has withheld
\$100.00 from Seller's proceeds to pay the final billing for any Water and Sewer Charges

Any balance shall be refunded to the Seller.

IN THE EVENT THAT FINAL BILL EXCEEDS THE ESCROWED AMOUNT, ANY ADDITIONAL CHARGES ARE THE RESPONSIBILITY OF THE SELLER AND/OR BUYER.

IRRIGATION WATER

Not Applicable

III. HOMEOWNER'S/CONDOMINIUM ASSOCIATION

The above referenced property is subject to the following homeowner's association assessments

There is NO active Homeowners' Association-Heritage Title has not collected or prorated any dues for this transaction.

All assessments due at the time of closing have been collected and prorated per the enclosed HOA status letter(s) in accordance with the purchase contract dated April 19, 2016 If applicable, any working capital/transfer fees/statement fees have also been collected as per HOA statement and purchase contract. Seller hereby acknowledges that they are not aware any covenant violations affecting the above referenced property.

SELLER'S INITIALS: _____

BUYER'S INITIALS: _____

IV. WEED ABATEMENT/TRASH/REFUSE REMOVAL:

Not Applicable

With regards to the closing of 2887 North Avenue, Grand Junction, CO 81501-5064 (Property Address), both the buyer(s) and seller(s) fully understand that the telephone company, Public Service Company and the present hazard insurance agency will not be notified by the escrow agent.

SELLER:
City Of Grand Junction

BUYER:
Burner Properties, LLC, a Colorado limited liability company

by: Susan Hyatt, Sr. Buyer

by: James Anthony Burner, Owner

Refund Address: _____ _____	Buyer's Forwarding Address 118 N Willow Street, Fruita, CO 81521
Special Instructions Reference #: _____ Seller Phone#: _____ Email: _____	Buyer Phone # _____ Email: _____

Doc Fee: \$15.00

WARRANTY DEED

This Deed, made May 16, 2016

Between **City Of Grand Junction** of the County Mesa, State of COLORADO, grantor(s) and **Burner Properties, LLC, a Colorado limited liability company,** whose legal address is 118 N. Willow Street, Fruita, CO 81521 County of Mesa, and State of COLORADO, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100'S (\$150,000.00)** 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, their heirs 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:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as **2887 North Avenue, Grand Junction, CO 81501-5064**

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and 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 said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he 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 lawful 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 of nature so ever, **except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated April 19, 2016, between the parties.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

SELLER:
City Of Grand Junction

by: Susan Hyatt, Sr. Buyer

STATE OF COLORADO } ss:
COUNTY OF MESA

The foregoing instrument was acknowledged, subscribed and sworn to before me May 16, 2016 by by: Susan Hyatt, Sr. Buyer for City Of Grand Junction.

Witness my hand and official seal.

Notary Public
My Commission expires:



Exhibit A

Beginning at the Northeast corner of the E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian;
Thence West 94 feet;
Thence South 215 feet;
Thence East 94 feet;
Thence North 215 feet to the point of beginning;
EXCEPT a tract conveyed to the Department of Highways, State of Colorado in instrument recorded May 4, 1960 in Book 779 at Page 157, Reception No. 767184;
AND ALSO EXCEPTING a tract conveyed to the City of Grand Junction in instrument recorded March 12, 1990 in Book 1779 at Page 565, Reception No. 1537299, and corrected in instrument recorded May 4, 1990 in Book 1786 at Page 200, Reception No. 1541166.
County of Mesa, State of Colorado

REAL PROPERTY TRANSFER DECLARATION
(TD-1000)

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S and 39-13-102(5)(c), C.R.S.

1. Address or legal description of real property: Please do not use P.O. Box numbers.

2887 North Avenue, Grand Junction, CO 81501-5064

BEG AT NE COR E2 W2 NE4 NE4 SEC 18 1S 1E W 94FT S 215 FT E 94FT N 215FT TO BEG EXC 40FT FOR RD & ALSO EXC RD ROW ON N & E AS DESC IN B-1779 P-565 MESA CO RECORDS

2. Type of property purchased: Single Family Residential Townhome Condominium
 Multi-Unit Res Commercial Industrial Agricultural Mixed Use Vacant
Land Other _____

3. Date of Closing:

May 16, 2016

Month Day Year

Date of Contract if Different than date of closing:

April 19, 2016

Month Day Year

4. Total sale price: Including all real and personal property.

\$150,000.00

5. Was any personal property included in the transaction? Personal property would include, but is not limited to, carpeting, drapes, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.

Yes No If yes, approximate value \$ _____

Describe _____

6. Did the total sale price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.

Yes No If yes, value \$ _____

If yes, does this transaction involve a trade under IRS Code Section 1031? Yes No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

Yes No If no, interest purchased _____%

8. Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.

Yes No

9. Check any of the following that apply to the condition of the improvements at the time of purchase.

New Excellent Good Average Fair Poor Salvage.

N/A Vacant Land

If the property is financed, please complete the following.

10. Total amount financed: \$ _____

11. Type of financing: (Check all that apply)

- New
- Assumed
- Seller
- Third Party
- Combination; Explain

12. Terms

- Variable; Starting interest rate _____ %
- Fixed; Interest rate _____ %
- Length of time _____ years
- Balloon payment Yes No If yes, amount \$ _____ Due date _____

13. Mark any that apply: Seller assisted down payments, Seller concessions, Special terms or financing.

If marked, please specify: _____

For properties other than residential (Residential is defined as: single family detached, town homes, apartments and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee? Yes No
If yes, franchise or license fee value \$ _____.

15. Did the purchase price involve an installment land contract? Yes No
If yes, date of contract _____.

16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing? Yes No

Remarks: Please include any additional information concerning the sale you may feel is important.

17. Signed this May 16, 2016.

Enter the day, month, and year, have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number. Please designate buyer or seller.

BUYER:

Burner Properties, LLC, a Colorado limited liability company

by: James Anthony Burner, Owner

Signature of Grantee (Buyer)

18. All Future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to :

118 N. Willow Street

Address (mailing)

Daytime Phone

Fruita, CO 81521

City, State and Zip Code

AFFIDAVIT AND INDEMNITY AGREEMENT

TO HERITAGE TITLE COMPANY, INC., a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

See Exhibit A attached hereto and made a part hereof.

Property Address: **2887 North Avenue, Grand Junction, CO 81501-5064**

- 2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
- 3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
- 4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
- 5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
- 6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
- 7. We further understand that any payoff figures shown on the settlement statement have been supplied to **Heritage Title Company, Inc.** as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies **HERITAGE TITLE COMPANY, INC.**, a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

SELLER:
City Of Grand Junction

by: **Susan Hyatt, Sr. Buyer**

State of Colorado
County of **MESA** } ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me May 16, 2016 by by: Susan Hyatt, Sr. Buyer for City Of Grand Junction.

(SEAL)

Notary Public
My Commission Expires:

Exhibit A

Beginning at the Northeast corner of the E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 1 South, Range 1 East of the Ute Meridian;

Thence West 94 feet;

Thence South 215 feet;

Thence East 94 feet;

Thence North 215 feet to the point of beginning;

EXCEPT a tract conveyed to the Department of Highways, State of Colorado in instrument recorded May 4, 1960 in Book 779 at Page 157, Reception No. 767184;

AND ALSO EXCEPTING a tract conveyed to the City of Grand Junction in instrument recorded March 12, 1990 in Book 1779 at Page 565, Reception No. 1537299, and corrected in instrument recorded May 4, 1990 in Book 1786 at Page 200, Reception No. 1541166.

County of Mesa, State of Colorado