



A



Receipt # \_\_\_\_\_  
Date Rec. \_\_\_\_\_  
Received By \_\_\_\_\_

#35

# DEVELOPMENT APPLICATION

We, the undersigned, Being the owners of property situated in Mesa County, State of Colorado, as described on the attached legal description form do hereby petition this:

Original  
Do NOT REMOVE  
From Office

Type of Petition	Sq.Ft.	Phase	Common Location	Zone	Type of Usage
<input type="radio"/> Subdivision Plat/Plan		<input type="radio"/> Minor <input type="radio"/> Major			
<input type="radio"/> Rezone				Frm <input type="checkbox"/> To <input type="checkbox"/>	
<input checked="" type="radio"/> Planned Development		<input checked="" type="radio"/> ODP <input type="radio"/> Prelim <input checked="" type="radio"/> Final	west of 28 <sup>1</sup> / <sub>4</sub> & North of Patterson	N/A ZONE OF ANUEX	Residential & BUSINESS
<input type="radio"/> Conditional Use					
<input type="radio"/> Hwy-Oriented Development				H.O.	
<input type="radio"/> Text Amendment					
<input type="radio"/> Special Use					
<input type="radio"/> Vacation					<input type="radio"/> Right-of-way <input type="radio"/> Easement

PROPERTY OWNER  DEVELOPER  REPRESENTATIVE

Name: J. A. SIEGRIED      Name: \_\_\_\_\_      Name: \_\_\_\_\_  
 Address: Box 9088      Address: \_\_\_\_\_      Address: \_\_\_\_\_  
 City/State: Ord Jet Co. 81501      City/State: \_\_\_\_\_      City/State: \_\_\_\_\_  
 Business Phone #: 241-7025-241-5331      Business Phone #: \_\_\_\_\_      Business Phone #: \_\_\_\_\_

Note: Legal property owner is owner of record on date of submittal.



WE HEREBY ACKNOWLEDGE THAT WE HAVE FAMILIARIZED OURSELVES WITH THE RULES AND REGULATIONS WITH RESPECT TO THE PREPARATION OF THIS SUBMITTAL, THAT THE FOREGOING INFORMATION IS TRUE & COMPLETE TO THE BEST OF OUR KNOWLEDGE, AND THAT WE ASSUME THE RESPONSIBILITY TO MONITOR THE STATUS OF THE APPLICATION AND THE REVIEW SHEET COMMENTS. WE RECOGNIZE THAT WE OURSELVES, OR OUR REPRESENTATIVE(S) MUST BE PRESENT AT ALL HEARINGS. IN THE EVENT THAT THE PETITIONER IS NOT REPRESENTED, THE ITEM WILL BE DROPPED FROM THE AGENDA, AND AN ADDITIONAL FEE CHARGED TO COVER RE-SCHEDULING EXPENSES BEFORE IT CAN AGAIN BE PLACED ON THE AGENDA



Signature of person completing application \_\_\_\_\_ Date \_\_\_\_\_

Johnnie O. [Signature]  
Signature of property owner(s) - attach additional sheets if necessary

STAFF REVIEW

April 1, 1991

PROJECT: Machett Farm--Acquisition of a portion of the property for a new fire station site

The City Attorney's office requests that an immediate split on a portion of the Machett Farm at Patterson and 28 1/4 Road to acquire the new fire station site. The site is currently outside the City Limits and in a Planned Zone in Mesa County.

#### SUBDIVISION PROCESS

The proper procedure for the City to subdivide a parcel of land outside the City Limits is as follows:

1. Annex the property into the City Limits,
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4. Prepare and approve a subdivision plan and plat, phase one, filing one for the first group of lots or lot, with detailed engineering of roads, utilities, and an improvements agreement.

The City Fire Department has authorized us to proceed with items 1-3 above which, as with any project of this nature, will place item 4 in its proper context and allow proper consideration of entry roads, utilities, buffer strips, surrounding land uses, geo hazards and similar concerns.

#### MASTER PLAN OF PARKS

There are larger issues as well. The 350 acre Matchett Farm is the largest remaining block of private open space east of town and has been discussed for years a potential regional park/recreation site. The City Parks Board has recently endorsed this concept. The Matchetts themselves have hoped their land could one day become a regional park. With the growth in the Valley now at a steady pace, Lincoln Park will soon become overcrowded. The need has been expressed for a Recreational Center and a Senior Center. School District 51 has expressed a need for an Elementary School site in this area. Walker Field Airport Authority has expressed a need to purchase additional land in the area north of the Highline Canal for airport buffering. The opportunity to creatively plan the future uses of this parcel with the fire station as the first step is an important undertaking. The alternative is a subdivision mode of single family homes similar to Spring Valley (approximately 1000 single family homes could be placed on this property).

Many of these issues will be dealt with at the time the City prepares a Master Plan of Parks which is scheduled for completion this year, but in the meantime, decisions need to be made on the Machett property that will not prevent its future use as a regional park. For this reason the development and adoption of an Outline Development Plan is an extremely important first step since it will set aside tentative land uses including a regional park option for the entire 350 acres. We expect this plan together with the annexation, rezone and phase one, filing one subdivision application to be ready for hearing at the May 7 public hearing of the Planning Commission.

#### ACQUISITION OPTIONS

There are many options to securing a large block of open space/park on the Machett property which could substantially reduce the initial purchase price including: gift in lieu of taxes, partial purchase, life estate, purchase and resale, and purchase over time. The planning effort, which will result in 3-4 alternative master plans, will allow everyone a full understanding of the costs, opportunities and constraints.

#### RECOMMENDATION

Approval of a contract to purchase a portion of the Machett property with the condition that a full application for annexation, rezone, outline development plan and phase one filing one subdivision be heard and acted on at the May 7 public hearing of the Planning Commission and the subsequent City Council public hearings.

- III. Needs Assessment**
  - A. Demographic and Economic Profile**
  - B. Park & Rec. Progress**
  - C. Survey**
  - D. Overall needs**
  
- IV. Goals and Objectives**
  - Overall goals will be developed in conjunction with citizens committee
  - Specific goals will be developed for parks, recreation, conservation, and design
  
- V. Parks and Open Space Plan**
  - Improvement of existing facilities
  - Acquisition of land and facilities for existing and future needs (neighborhood, community, regional parks; open space; trails; riverfront; misc.)
  - Organizational Recommendations
  
- VI.**
  - Appendix (Data Base)
  - Individual park characteristics and evaluation
  - Additional suggested public recreational facilities
  - Inventory semi-public and private open space
  - Priority rating of proposals with costs and proposed 5-15 year capital and operating budget

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April 1, 1991

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PAGE 2

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DRAFT

**MASTER PLAN OF PARKS**  
**City of Grand Junction**

**Request for Proposal**

The City of Grand Junction request, professional planning and assistance to prepare a master plan of parks for the greater Grand Junction area including a City of 29,000, 20 square miles and the urbanized area of 80,000 population and 100 square miles for the next 5-15 years.

**Tasks**

Develop with assistance of citizens advisory committee(s) and City of Grand Junction staff a master plan of parks. A major emphasis of the plan will be a feasibility study of a recreation/senior center as an early implementation project. The following elements will be included in the plan.

- I. Introduction
    - Needs definitions: Role of citizens committee
  
  - II. Inventory of Existing Facilities/deficiencies
    - Itemized existing park/open space inventory
    - List of facilities and evaluation of each
    - Deficiencies in relation to National Park and Recreation Assoc. standards
    - Quantity of acreage by population and distribution (existing and projected)
    - School/College resources
    - Riverfront
    - Recreation Center
    - Trails and Open Space
    - Golf Courses
    - Other properties
- Regional Resources
- Federal
  - State
  - County
- Private Resources
- Natural Resources
- Flood plains
  - Wildlife Habitat
  - Significant Features



**2. Highway Parcel**

- A. parcel is disconnected from main body of project by canal & topography**
- B. improvement of 29 road bridge at canal required**
- C. airport influence/purchase a factor**
- D. potential commercial use with development of 29 & I-70 interchange**
- E. large-lot residential possible if airport noise is acknowledged**

**3. Matchett Homestead**

- A. parcel is disconnected from main body of project by Indian Wash & topography**
- B. can handle residential development**
- C. shared use with equestrian/bike path corridor**
- D. can work with 20 Acre school site**
  - 1. shared open field use lost
- E. Indian Wash**
  - 1. east side has recreational and view preservation value

**4. This is Mine This Is Yours Plan**

- A. Development**
  - 1. standard subdivision
  - 2. easy to parcel off development

**5. Integrated Park & Development Concept Plan**

- A. Park**
  - 1. community park
  - 2. exclusive access road for municipal facility uses
  - 3. visual corridor over ponds
  - 4. ponds as buffer
- B. Residential Development**
  - 1. maximum park frontage
  - 2. path integration throughout
  - 3. distinct neighborhoods
  - 4. multiple access points to disperse traffic
    - a. Courtland connection
    - b. through Indian Creek Sub
    - c. Additional access point on Patterson

**6. All Park Plan**

- A. Park**
  - 1. unrestricted expansion
  - 2. true regional park

4/2/91

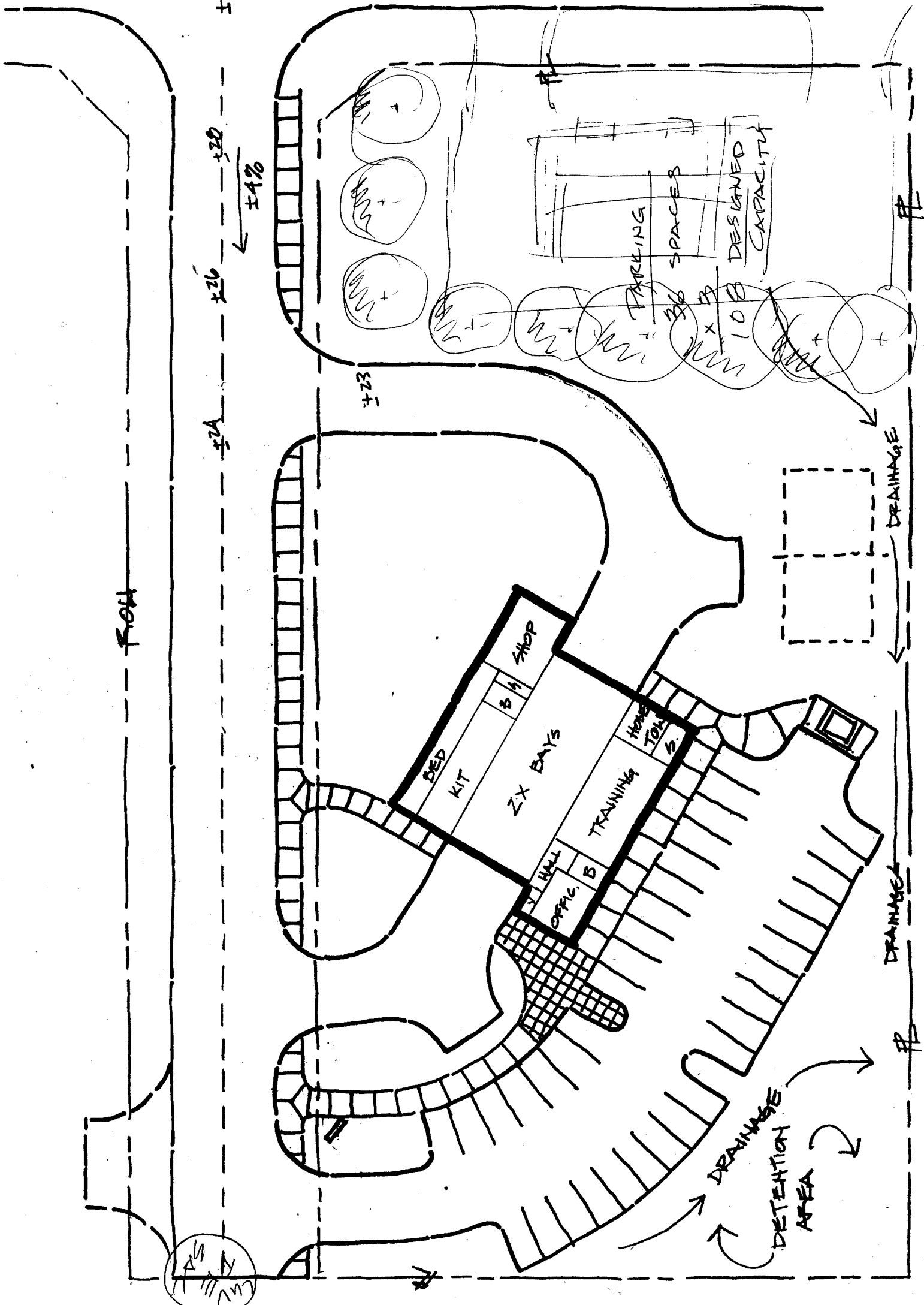
Meeting @ McChoues

**GENERAL ITEMS**

- 1. **Concept plans**
  - A. detail is for the visualization of the uses and the ease of associating that use with adjacent uses.
  - B. sizes of facilities are close, parking is sized for shared use. Rights of way are shown at about 50' width. Most of the facilities have the room to allow re-sizing, especially the buildings
  
- 2. **School Site**
  - A. compatible with residential use
  - B. can replace or fit in with proposed residential use
  - C. association with open field play areas in park desirable
    - 1. cost share
    - 2. parking use during off hours
  
- 3. **Design Concepts for the Parks**
  - A. visual corridor
  - B. rec center as core of park
  - C. ponds for visual amenity, view preservation, irrigation, recreational use
  - D. concentrating noise, light, heavy use to undeveloped adjacent lands
  - E. maximize separation of vehicle/pedestrian traffic
  - F. minimize road as a shortcut to adjacent development

**THE PLANS**

- 1. **Fire Station**
  - A. radar protection to intersection
  - B. protection from congestion
  - C. access to Patterson
  - D. isolated driveway
  - E. preserves visual entry corridor off Patterson
  - F. kept from conflicting with park use (eliminated landlocking another parcel from efficient use)
  - G. maximize safety of fire truck movement within park area



PROJECT NARRATIVE-  
STAFF REVIEW

May 1, 1991

PROJECT: Machett Farm--Annexation, Rezone, Official Development Plan, and Subdivision Phase One Filing One Machett Subdivision (4 lots)

PETITIONER: City of Grand Junction (contract purchaser), Machett family, John Sigfried (contract purchaser)

The need to replace the City's Fire Station at 18th Street off of North Avenue has led to an intensive site selection process involving a year of committee meetings and extensive public discussion. The Fire Department has chosen a site immediately north of the intersection of 28 1/4 Road and Patterson (F Road) for the new station.

PROCESS

Since this is "raw land" the process to subdivide the parcel necessary for the new Fire Station involves the following steps:

1. Annex the property into the City Limits,
2. Zone the parcel into an appropriate City Zone such as a Planned Zone,
3. Prepare an Outline Development Plan for the property that will be approved along with the zone,
4. Prepare and approve a subdivision plan and plat, phase one, filing one for the first group of lots or lot, with detailed engineering of roads, utilities, and an improvements agreement.

The City Fire Department has completed items 1-4 above.

MASTER PLAN OF PARKS

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#### ANNEXATION-REZONE

The property must first be annexed into the City Limits. Through negotiations, the Machetts have agreed to annex 21 acres into the City. This constitutes the entire Planned Unit Development that was approved as a mixed use project in 1983 in the County. The original project included a Planned Business component along Patterson and a Planned Residential component for the remainder of the property. This plan has lapsed and is no longer valid, however the zone remains Planned Unit development.

The proposed rezone would follow annexation and would place all of the 21 acres into similar City Zones. Proposed lot 3 would be into a Planned Business Zone, Lot 2 into a Public Zone, and Lot 1 into a Planned Business Zone.

The list of uses by lot are as follows:

Lot #1: Planned Business: All uses allowed in a Business #1 zone including convenience store and gas station uses. All uses are required to prepare and present a preliminary/final plan for full review under the Planned Development requirements of the City Zoning and Development Code before being approved.

Lot #2: Public Zone: Fire Station and all accessory uses common to a fire station including living quarters, oil and gas storage, training rooms, offices, garage space for fire trucks, parking for employees, storage of hose and other fire fighting equipment, etc.

Lot #3: Planned Business Zone: All uses allowed under the provisions of the Business #1 Zone with the exception of Convenience Stores, fast food restaurants and gas stations which are specifically excluded.

Uses allowed on this parcel would also include the following uses in addition to those allowed in the B-1 Zone:

CHURCHES  
COLLEGES  
CULTURAL/EDUCATIONAL/RECREATIONAL FACILITIES  
FUNERAL HOMES/MORTUARIES/CREMATORIUMS  
MEMBERSHIP CLUBS & COMMUNITY ACTIVITY BUILDINGS  
VOCATIONAL/TECHNICAL SCHOOLS  
HOSPITAL/MENTAL HOSPITALS  
REST HOMES/NURSING HOMES/SANITARIUMS/ CONVALESCENT FACILITIES  
FINANCIAL INSTITUTIONS  
BARBER SHOPS/BEAUTY SHOPS/PHARMACIES/SELF SERVICE LAUNDRIES  
RETAIL BUSINESS-LIMITED INSIDE  
BOWLING ALLEYS  
HEALTH ATHLETIC CLUBS & SERVICES  
NIGHT CLUBS/PUBS/INNS  
RECREATION HALLS/POOL HALLS  
FARMERS MARKETS  
GOLF DRIVING RANGE  
MINIATURE GOLF  
NURSERIES/GREENHOUSES  
PRODUCE STANDS  
DRIVE UP BUSINESS  
DRIVE UP LAUNDRY /DRY CLEANER  
DRIVE UP PHOTO PROCESSING  
NURSERY STOCK/GARDENING SUPPLIES  
RENTAL HOME ORIENTED  
BUILDING MATERIALS SALES AND STORAGE  
REPAIR SHOPS/PRODUCTION SHOPS  
ANIMAL CLINICS  
ANIMAL HOSPITALS (NO OUTDOOR KENNELS)  
COMMERCIAL BROADCAST TOWERS  
INDOOR KENNELS (NO OUTDOOR KENNELS)  
CAR WASHES  
WHOLESALE BUSINESS  
RECREATIONAL USES

All uses would be subject to a full plan review under the provisions of the City Zoning and Development Code Planned Development Section.

Lot #4 Planned Residential at 8 dwelling units per acre.

Other requirements of the submittal are included in the attached project outline, geologic study, and accompanying plans and plats.

O.D.P. /  
MACHET PROPERTY MASTER PLAN

**GENERAL ITEMS**

Original  
Do NOT Remove  
From Office

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# 35 91

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# FIRE STATION RELOCATION

DATE	EVENT
ASAP	Set up a Pre-application Conference with Community Development Staff.
April 22	* Identification of property proposed for annexation.
May 1	Submittal Deadline for development review packets. (See below)  * City Council Hearing - Accepting Annexation Petition & Setting date for the first Hearing.
June 4	Planning Commission Hearing of 1) Zone of Annexation, 2) Revised ODP, and 3) Subdivision Plat/Plan.
June 5	* City Council Hearing - First reading of annexation ordinance & Public Hearing.
June 12	Utilities Coordinating Committee - Review and approval of Subdivision Plat.
June 19	* City Council Hearing - Second reading of annexation ordinance.  ** City Council Hearing - Zone of Annexation and, if denied by Planning Commission and appealed by the petitioner, the Revised ODP, and Subdivision Plat/Plan.
June 20	Finalize plat for recording.

\* If other properties are leveraged, a two week to one month delay in process can be expected.

\*\* Ordinance for Zone of Annexation is effective 30 days after publication of the Ordinance which is usually the Friday after the City Council Hearing.

## Packet Requirements

Outline Development Plan (C)  
 Subdivision Plat (R)  
 Final Plan (R, C)  
 Development Application (CD)  
 Narrative / Impact Statement (CD)  
 Legal Description of property (TW)  
 Property owners within 200 feet (ED)  
 Utility Composite (R)  
 Roadway Plan & Profile (R)  
 Grading & Drainage Plan (R)  
 Subsurface Soils Report (FILE?)  
 Improvements Agreement and Guarantee (R, CITY)  
 Avigation Easement (CD)  
 Assessors Map (CD)  
 Vicinity/Location Map (C)  
 Tax Certificate (ED) (TIM W)  
 TITLE POLICY (TW)

SIGNED BY MACHETT & CITY

## Review Agencies

Planning Commission (7)  
 City Council (24) ?  
 City Attorney  
 Police Department  
 Parks & Rec Department  
 Utility Engineer  
 City Engineer  
 Traffic Engineer  
 Public Service (2)  
 US West  
 Grand Valley Water Users  
 School District #51  
 Airport  
 Mesa County Planning  
 Community Development

C - CIAVONNE  
 R - ROLAND ENG  
 TW - TIM WOODMANSEE  
 CD - COMMUNITY DEVELOPMENT

Names + Addresses

2943-063-00-041 Kenneth M. + Thelma Mackoff 2844 Fpd 81506

~~2943-00-010 Kenneth Mackoff 2844 Fpd 81506~~

Discovery Inc Corp. 632 28rd P.O. Box 1210

Giffon Properties % W.H. Skans wff 81502

First Church of the Nazarene

1022 Ward Ave 81501

~~2943-070-02-011 - No Match~~

02-002 Ronald Beckerman 2811 Fpd 81501

02-001 - No Match

01-018 Ronald Beckerman 2811 Fdd 81501 595 Rockwood

12-007 @ 800 H. + Helen Wanner 2815 Patterson Rd. 81501

12-974 No Match

00-944 City of Ward Junction 81501

00-027 Ray Wanner (2835 Fpd) 1615 P 10 Rd

Bozza Co 81416

2943-064-00-035 H. Duane + Patricia Hague 2851 Fpd 8506

036 Huelsen J. Muxon 2854 Fpd 81506

2943-071-00-009 Anthony J. + Donny McFarland 221 W. Blvd. Ct.

wff Co 81505

10:00  
088  
N from  
FK  
past

Kenneth M. Matchett  
2844 F Rd  
Grand Junction, Co 81506

Discovery 76 Corporation  
Clifton Properties  
P.O. Box 1210  
Grand Junction, CO 81502

First Church of the Nazarene  
1022 Grand Ave.  
Grand Junction, CO 81501

Ronald Bockelman  
2811 F Rd  
Grand Junction, CO 81501

Leo H. & Helen Warren  
2815 Patterson Rd  
Grand Junction, CO 81501

City of Grand Junction  
250 N. 5th  
Grand Junction, CO 81501

Ray Warner  
1615 D 10 Rd.  
Delta, CO 81416

H. Duane & Patricia Hogue  
2856 F Rd  
Grand Junction, CO 81506

Rueben J. Mixon  
2854 F Rd  
Grand Junction, CO 81506

Stanley L. & Darlya McFarland  
2221 Idelia Ct.  
Grand Junction, CO 81505

Marshall File

C. Council  
MKA MT  
JMK  
BB  
TN  
5/30

# City Council Members:

We, the undersigned, would like to express our support for the overall development plan for the new fire station at 28 1/4 F Roads. We would like to see a regional park at this location which would include space for soccer fields. The lack of adequate soccer fields is currently a problem which could be solved with a centrally located park that includes development space.

Thank you for your  
consideration

Name

Address

Phone

Linda Lester

2214 Saddlehorn Rd

243-1679

Josh Sommers

397 So Camp

242-8331

Mary Hurlinger

242 Columbus Canyon Rd.

241-0529

Terla Dempfery

534 Village Way Gt 81503

242-5247

Rhonda Brest

533 Joy Dr. Sg 81503

242-6456

Karen Kocurek

2237 Stagecoach Rd 81503

241-9628

Suzette Titus

2220 Rimrock Rd 81503

243-7833

Sally Dick

2016 Java Ct 81503

245-2823

Steve Rich

" " " "

"

Shirley Thompson

2108 Hodaska Way, Sg 81503

243-8937

Karen Andress

1917 Wingate

81503

241-5111

Noel Andress

1917 Wingate

81503

241-5111

Teranne W Lutz

2214 Saddlehorn Rd. 81503

243-1679

John Bartman

644 Peony Dr. 81503

241-1349

Aronda Bartman

644 Peony Dr. 81503

241-1349

Tom Derapany

534 Village Way Gt. 81503

242-5247

Linda Long

2256 Tanglewood Rd. 81503

243-2144

Sandy Perry

594 Blossom Ct. 81503

245-6727

May 17, 1991

#3591

KA ✓  
KML ✓  
DT ✓  
KA ✓  
BP ✓  
BD ✓

FIRE STATION #2 RELOCATION ANALYSIS

Matchett Property  
28.5 Rd. & F Rd.

Mantey Heights  
Water Tower  
28.25 & F Road

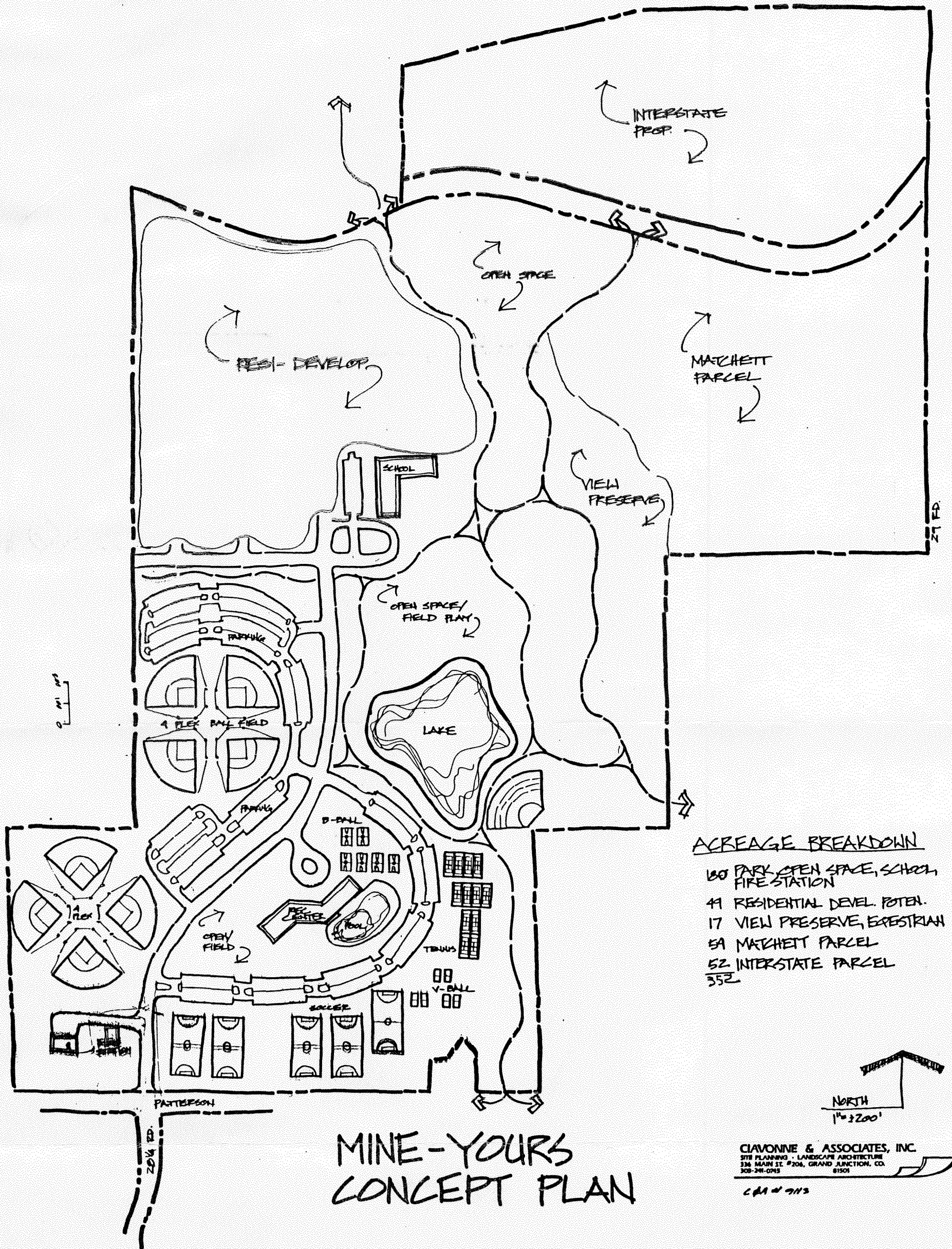
	Matchett Property	Mantey Heights
Site Acquisition	\$20,000	-0-
Street-Drive @ 28 1/4	63,750	40,000*
Engineering/Drive	10,000	5,000
City Engineering	8,880	5,000
Signal	10,000	2,600
Sewer	40,500 (8")	6,000
Sewer Tap	1,620	1,620
City Water	38,300+10,000	38,000
City Water Tap (1.5")	2,950	2,950
Public Service Gas	2,800	2,500
Public Service Elec	16,000	7,500
Subdivision Process	17,250	
Environmental Audit	2,700	2,700
Soils Testing		2,200
Construction		
7,000 sq ft @ \$62 ea	434,000	434,000
Foundation Extras		30,000*
Paving	25,000	25,000
Furnishings	28,000	28,000
Architect Fees		
(6% of const costs)	26,000	26,000
Landscaping	25,000	25,000
Diesel Exhaust System	12,000	12,000
	<u>\$ 794,750</u>	<u>\$696,070</u>

\* These are rough estimates; accurate costs cannot be determined until the soil testing is completed the week of May 20.

Based on information obtained from Tim Woodmansee a maximum value of \$8,000/acre would be assigned to this property based upon the most likely, highest, and best use of high density residential. At 2.34 acres, the overall value would be \$18,720. This figure assumes that the expansive soils would not make the costs of development overly excessive.

After the Clifton Water Board met Wednesday night, they agreed to move forward with the purchase of the Mantey Heights tank. Clifton has offered to pay for the disassembling & relocation of the tank and give the City \$50,000. CM & M tank has also said that they will purchase the tank if Clifton Water doesn't.





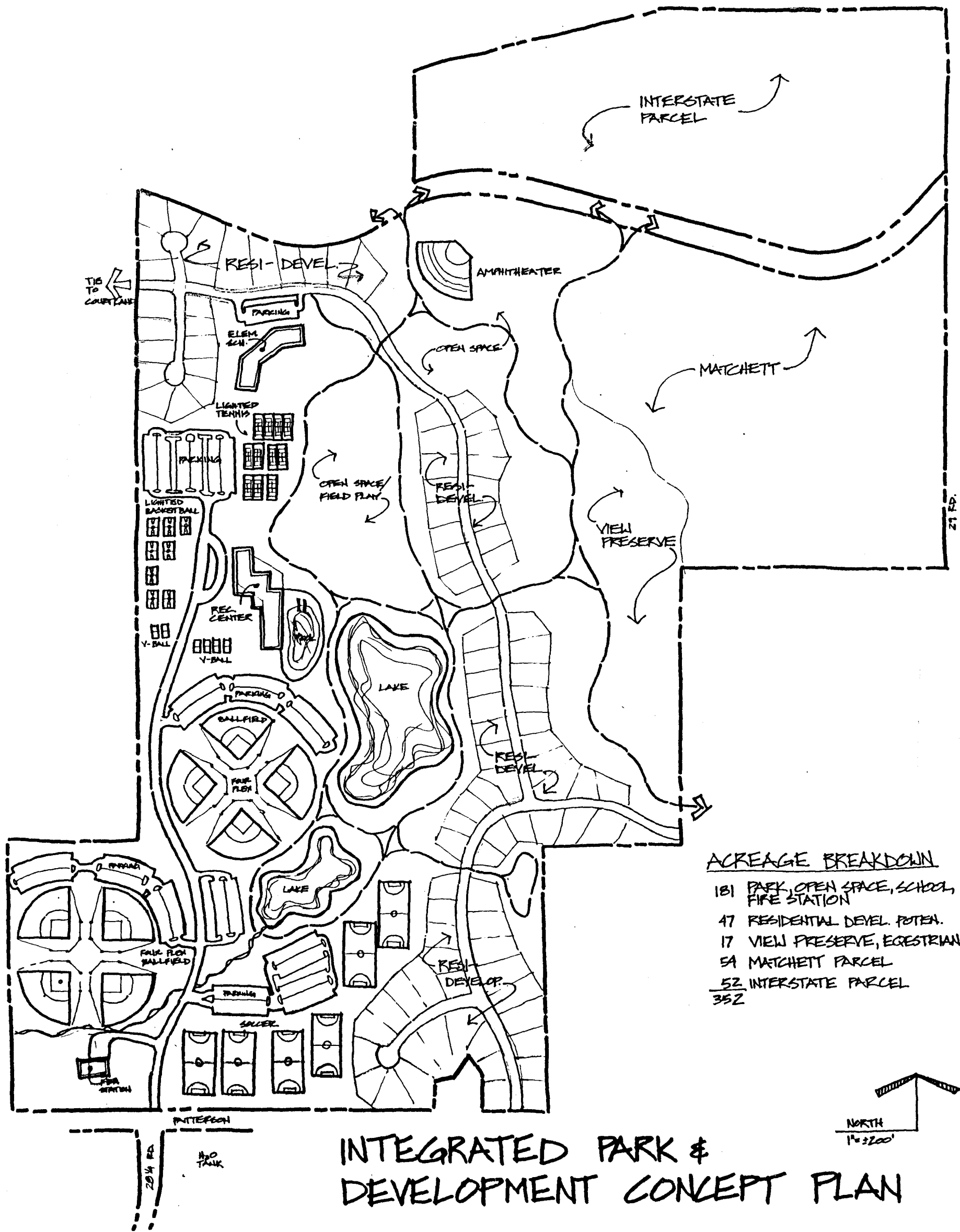
**ACREAGE BREAKDOWN**  
 180 PARK OPEN SPACE, SCHOOL, FIRE STATION  
 49 RESIDENTIAL DEVEL. POTEN.  
 17 VIEW PRESERVE, EQUESTRIAN  
 59 MATCHETT PARCEL  
 52 INTERSTATE PARCEL  
 352

# MINE-YOURS CONCEPT PLAN

CLAVONNE & ASSOCIATES, INC.  
 SITE PLANNING • LANDSCAPE ARCHITECTURE  
 336 MAIN ST. #206, GRAND JUNCTION, CO.  
 308-241-0213 81501

CA # 713

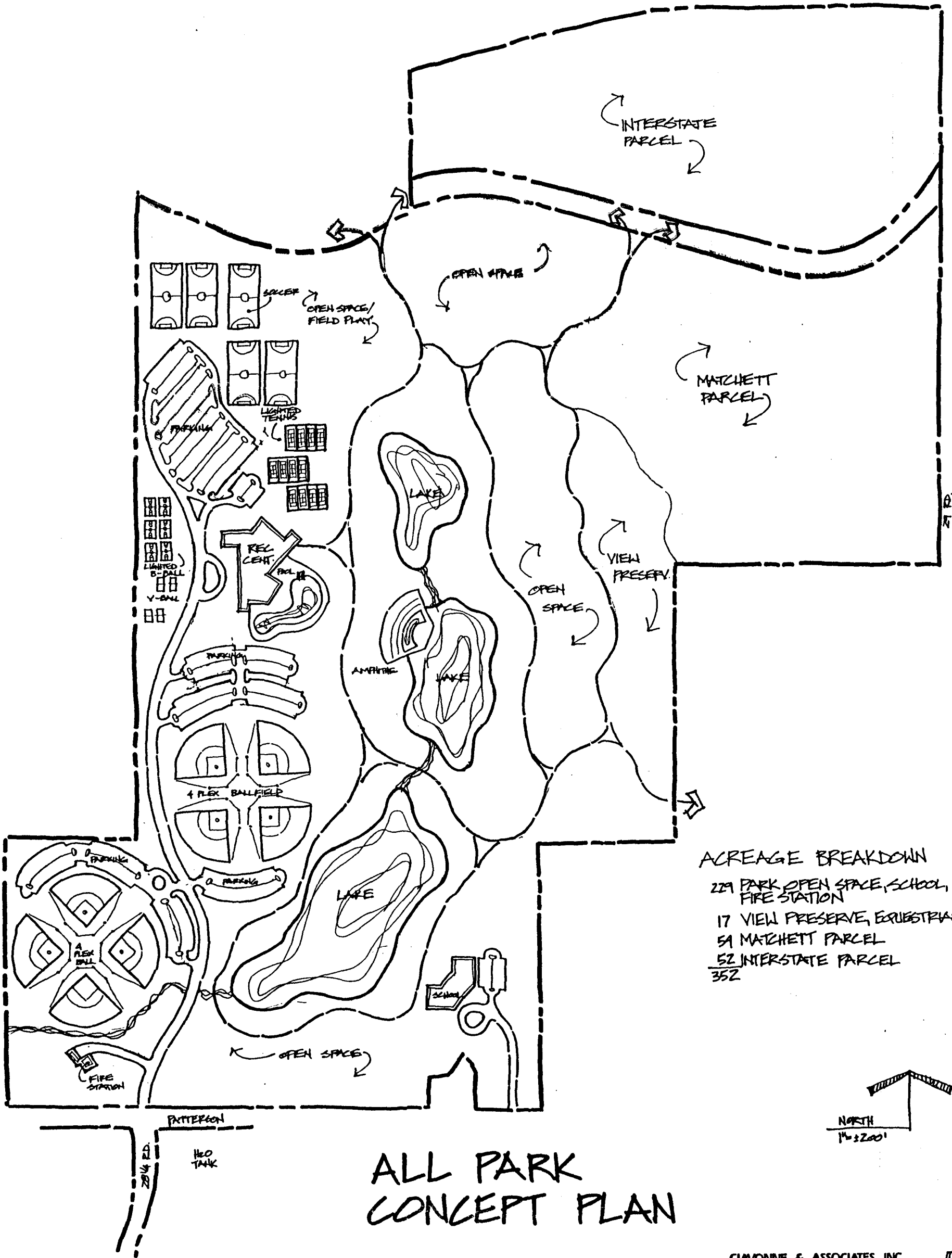




**ACREAGE BREAKDOWN**

- 181 PARK, OPEN SPACE, SCHOOL, FIRE STATION
- 47 RESIDENTIAL DEVELOP. POTEN.
- 17 VIEW PRESERVE, EQUESTRIAN
- 54 MATCHETT PARCEL
- 52 INTERSTATE PARCEL
- 352

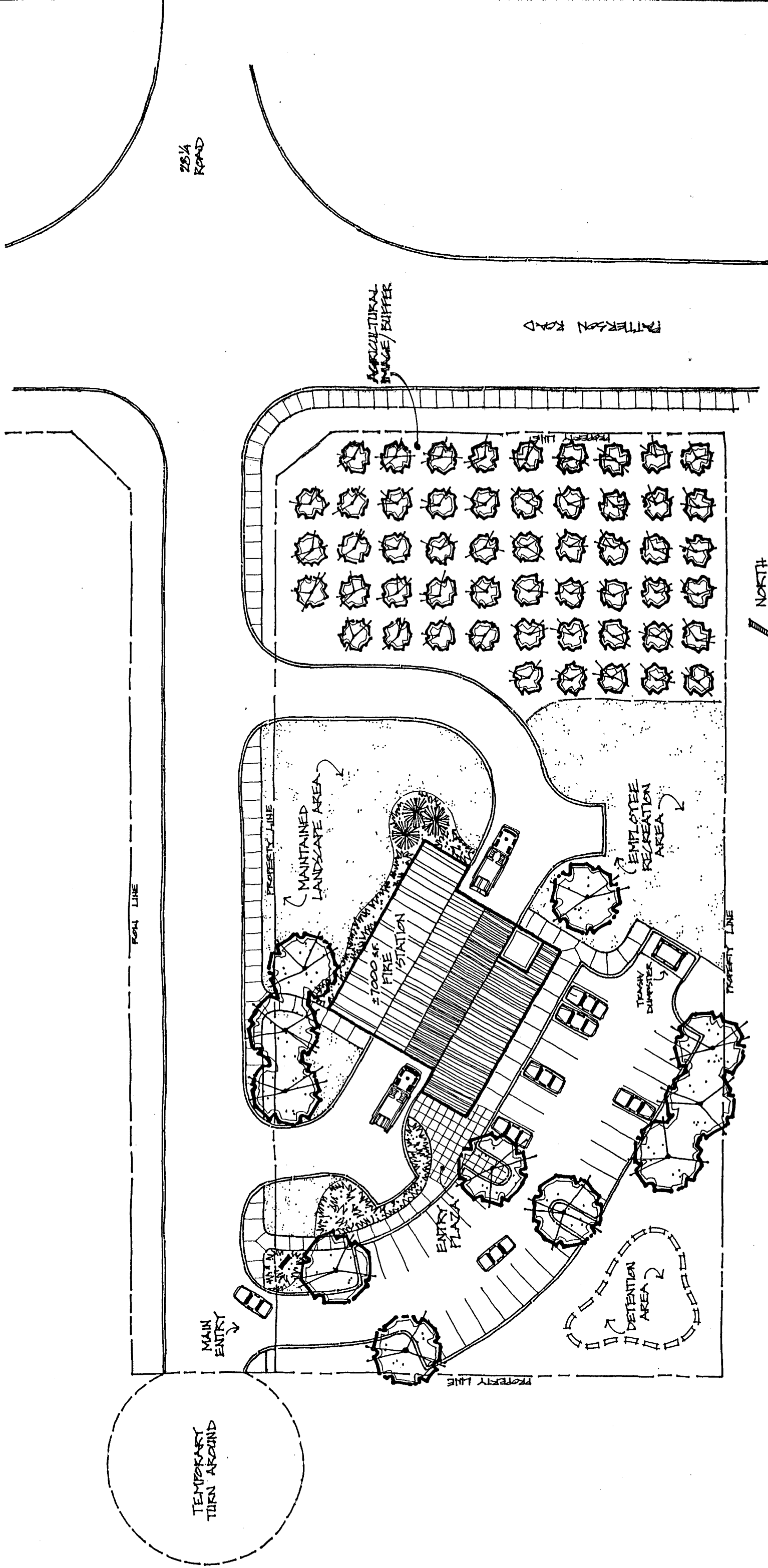
**CIANNONE & ASSOCIATES, INC.**  
 SITE PLANNING • LANDSCAPE ARCHITECTURE  
 336 MAIN ST. #204, GRAND JUNCTION, CO.  
 303-241-0243 81501



ACREAGE BREAKDOWN  
 229 PARK, OPEN SPACE, SCHOOL,  
 FIRE STATION  
 17 VIEW PRESERVE, EQUESTRIAN  
 59 MATCHETT PARCEL  
 52 INTERSTATE PARCEL  
 352

# ALL PARK CONCEPT PLAN

CIAMONNE & ASSOCIATES, INC.  
 SITE PLANNING • LANDSCAPE ARCHITECTURE  
 334 MAIN ST. #204, GRAND JUNCTION, CO.  
 308-241-0748 81501

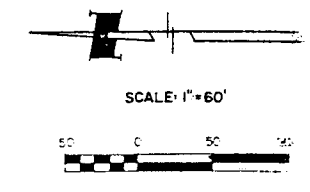
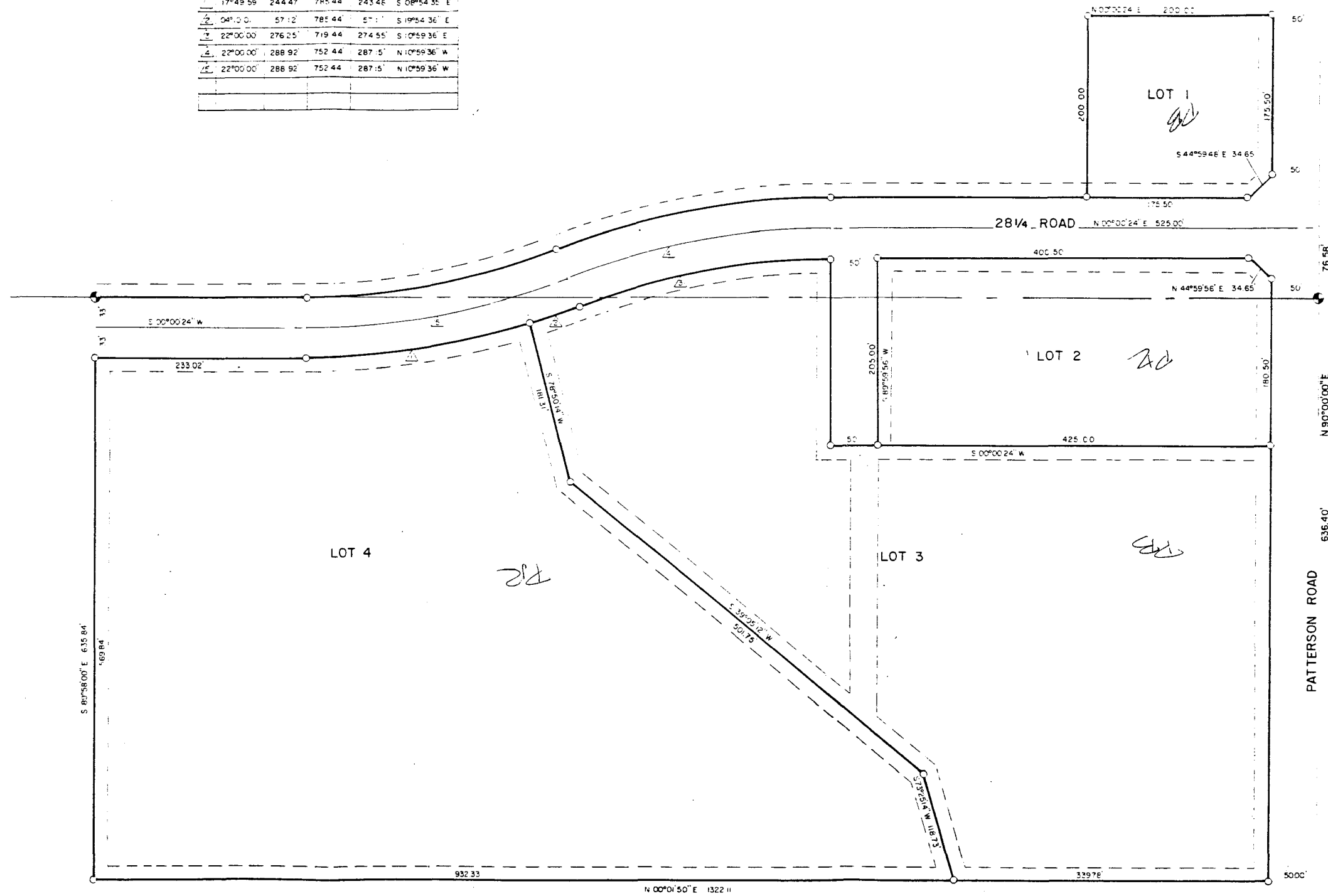


# FIRE STATION #12 ILLUSTRATIVE SITE PLAN

PREPARED FOR THE CITY OF GRAND JUNCTION  
 SPRING 1971

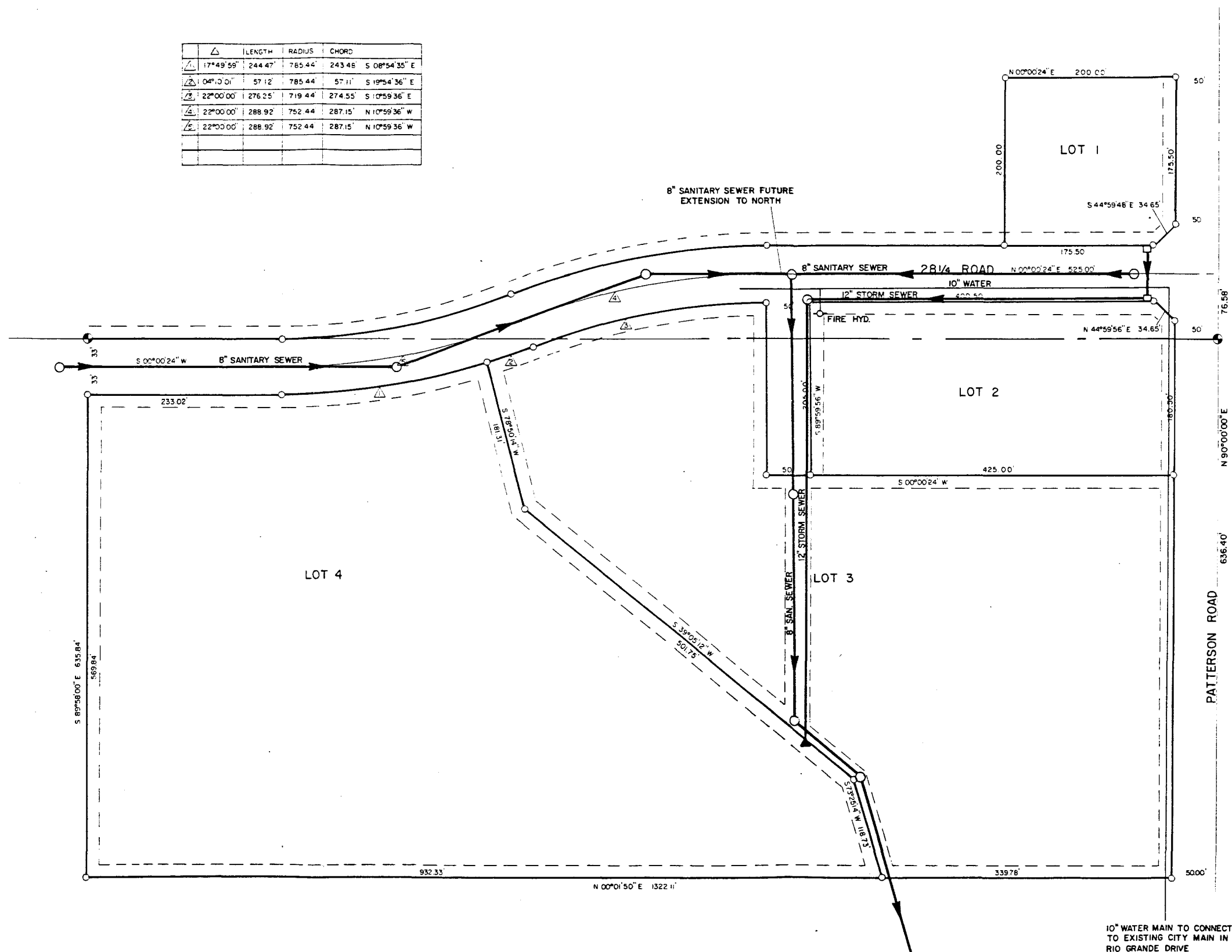
CURVE TABLE

Δ	LENGTH	RADIUS	CHORD	CHORD BEARING
1	1748.55'	244.47'	785.44'	S 0°54'35" E
2	0410.00'	57.12'	785.44'	S 19°54'36" E
3	22°00'00"	276.25'	719.44'	S 10°59'36" E
4	22°00'00"	288.92'	752.44'	N 10°59'36" W
5	22°00'00"	288.92'	752.44'	N 10°59'36" W

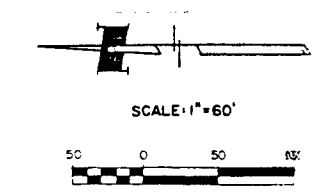


	NO.	DATE	REVISION	BY
	MATCHETT SUBDIVISION FILING NO. ONE PRELIMINARY PLAN			
ROLLAND ENGINEERING 518 S. 73rd St. Grand Junction, CO 81501 (303) 243-8300		GRAND JUNCTION, COLORADO		
DESIGNED	CHECKED	JOB NO.	SHEET	
DRAWN	DATE		OF	

△	LENGTH	RADIUS	CHORD	
△	17°49'59"	244.47'	785.44'	243.46' S 08°54'35" E
△	1°04'10"	57.12'	785.44'	57.11' S 19°54'36" E
△	22°00'00"	276.25'	719.44'	274.55' S 10°59'36" E
△	22°00'00"	288.92'	752.44'	287.15' N 10°59'36" W
△	22°00'00"	288.92'	752.44'	287.15' N 10°59'36" W



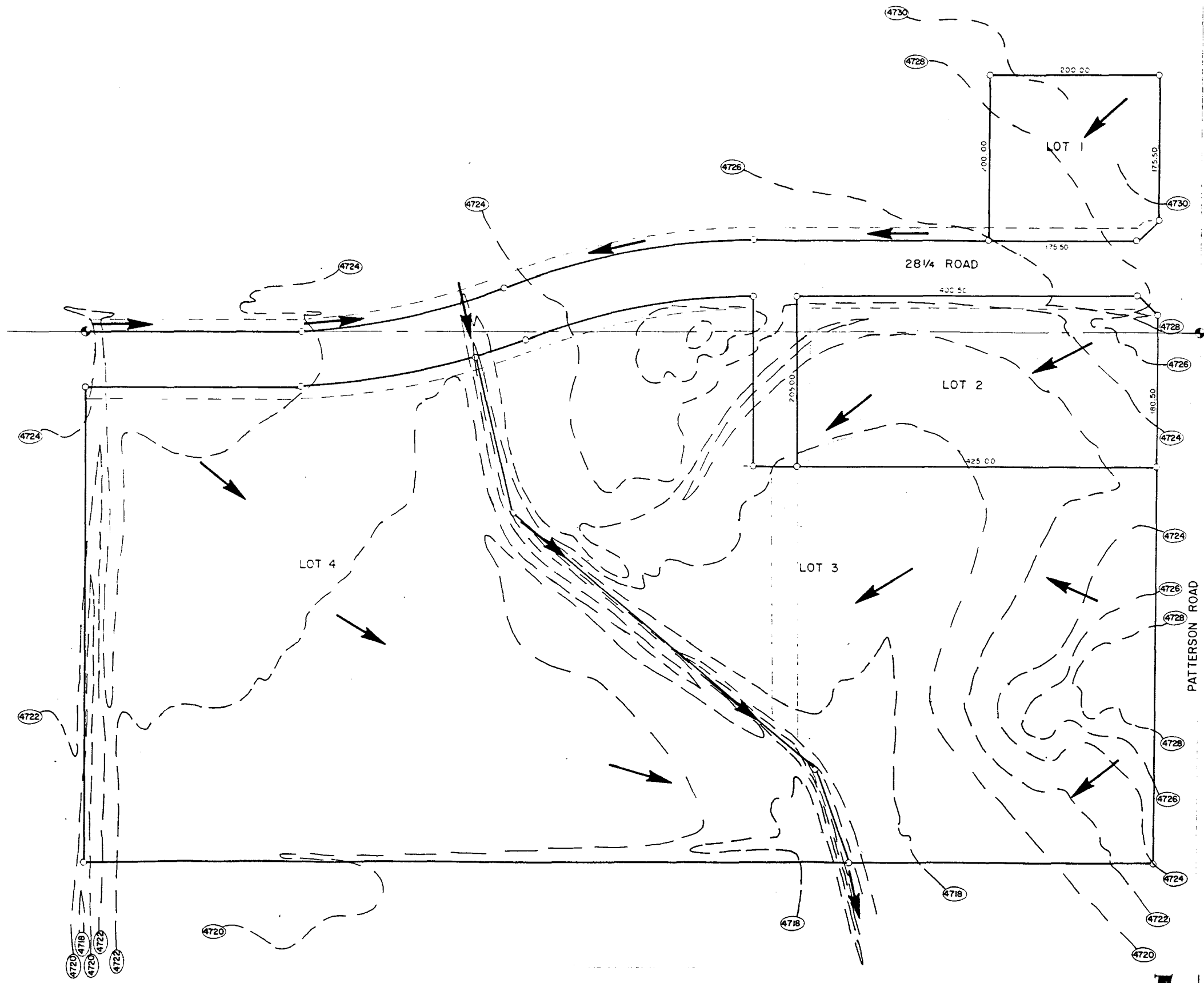
NOTE: GAS, TELEPHONE & POWER ARE AVAILABLE IN PATTERSON ROAD. SERVICES WILL BE EXTENDED NORTH TO THE END OF LOT 2 ON BOTH SIDES OF 28 1/4 ROAD



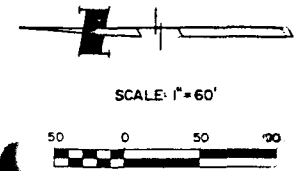
	NO.	DATE	REVISION	BY
	MATCHETT SUBDIVISION FILING NO. ONE			
UTILITY COMPOSITE				
ROLLAND ENGINEERING		GRAND JUNCTION, COLORADO		
DESIGNED	CHECKED	JOB NO.	SHEET	
DRAWN	DATE		OF	

518 28  
Sully B  
Grand Junction, Col  
(303) 243-8333

81501



BENCH MARK: CHISELED SQUARE ON CONCRETE GAS PLATFORM AT NORTHEAST CORNER OF BETHESDA CARE CENTER, CITY OF GRAND JUNCTION DATUM. ELEV. = 4730.58




**DRAINAGE NOTES**

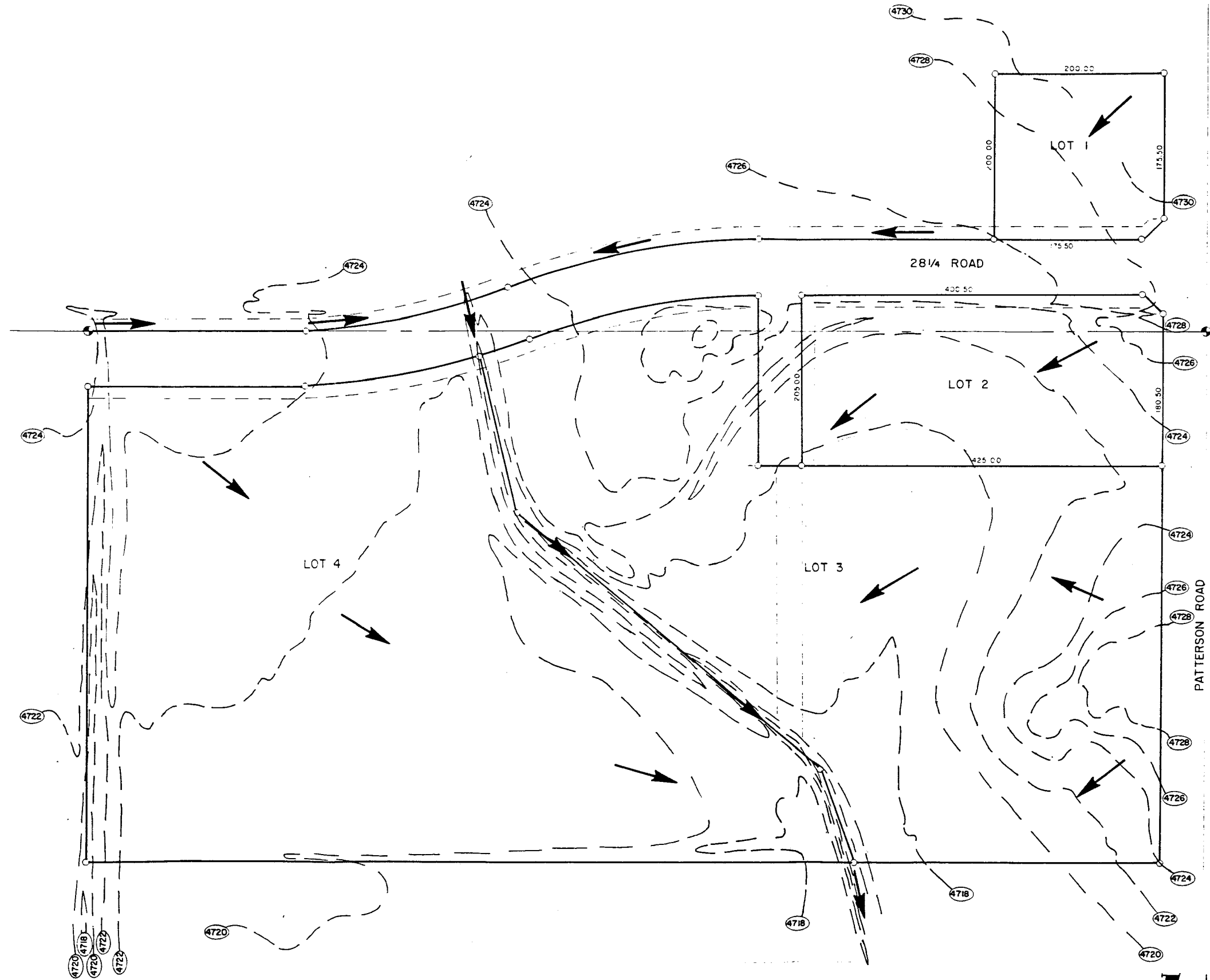
THIS SUBDIVISION LIES WITHIN THE HIGHWAY DRAINAGE DISTRICT OF GRAND JUNCTION, COLORADO. DEVELOPMENT OF THIS PLAN SHALL BE IN ACCORDANCE WITH THE CITY OF GRAND JUNCTION APPROVED PRELIMINARY DRAINAGE PLAN. ALL APPROVALS SHOULD BE OBTAINED FROM THE CITY OF GRAND JUNCTION ENGINEERS.

THE DETAILED DRAINAGE PLAN SHALL PROVIDE FOR IN-SITE DRAINAGE CAPACITY CAPABLE OF BEING MAINTAINED TO LIMIT THE DISCHARGE FROM EACH LOT TO THE STREET TO A 2 YEAR STORM.

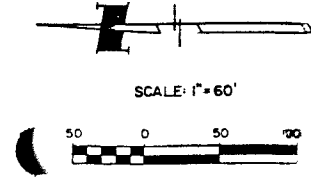
DRAINAGE BASEMENTS HAVE BEEN PROVIDED ON THE PLAN TO MAINTAIN NATURAL DRAINAGE COURSES THAT EXIST THROUGH THE SUBDIVISION.

	NO.	DATE	REVISION	BY
	MATCHETT SUBDIVISION FILING NO. ONE			
<b>PRELIMINARY COMPOSITE DRAINAGE PLAN</b>				
GRAND JUNCTION, COLORADO				
DESIGNED	CHECKED	JOB NO.	SHEET	
DRAWN	DATE		OF	

**ROLLAND ENGINEERING**  
 518 28 Road  
 Suite B-103  
 Grand Junction, Colorado  
 (303) 243-8300



BENCH MARK: CHISELED SQUARE ON CONCRETE  
 GAS PLATFORM AT NORTHEAST  
 CORNER OF BETHESDA CARE  
 CENTER, CITY OF GRAND  
 JUNCTION DATUM, ELEV. = 4730.58




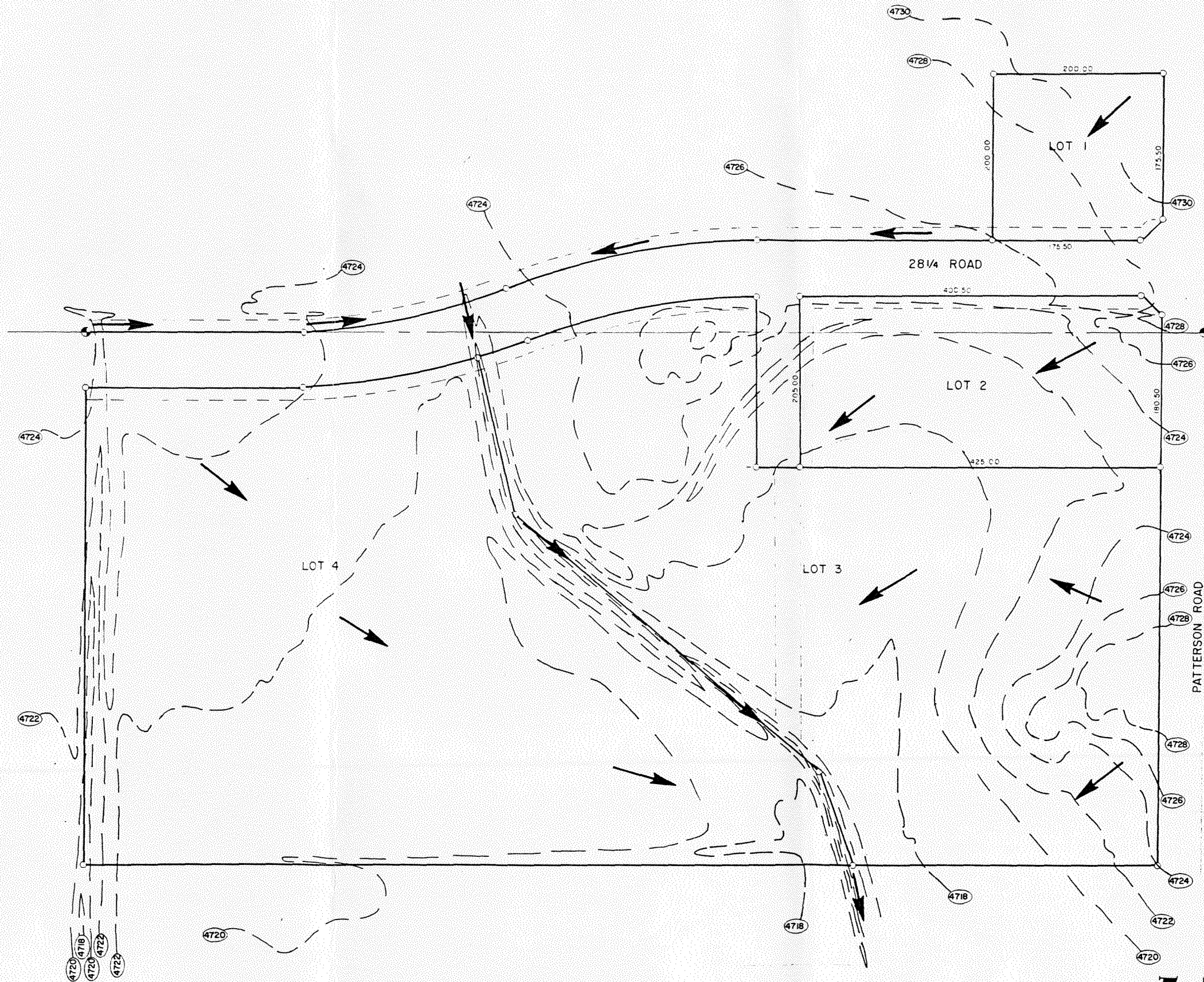
**DRAINAGE NOTES**

THIS SUBDIVISION LIES WITHIN THE NICHOLS DRAIN DRAINAGE BASIN.  
 DEVELOPMENT ON ANY LOT CANNOT PROCEED WITHOUT SUBMITTING AND OBTAINING  
 APPROVAL OF A DETAILED DRAINAGE PLAN. SAID APPROVAL SHALL BE OBTAINED  
 FROM THE CITY OF GRAND JUNCTION ENGINEER.

THE DETAILED DRAINAGE PLAN SHALL PROVIDE FOR SOFT DETENTION,  
 EXCESSIVE CAPACITY SHALL BE OF SUFFICIENT CAPACITY TO LIMIT THE  
 DISCHARGE FROM EACH LOT TO THE FUNDING SIDE OF A 2 YEAR STORM.

DRAINAGE EASEMENTS HAVE BEEN PROVIDED ON THE PLAN TO MAINTAIN NATURAL  
 DRAINAGE COURSES THAT EXIST THROUGH THE SUBDIVISION.

 <b>ROLLAND ENGINEERING INC.</b> 518 28 Road Suite B - 03 Grand Junction, Colorado 81501 (303) 243-8300	NO. DATE		REVISION	BY
	MATCHETT SUBDIVISION FILING NO. ONE <b>PRELIMINARY COMPOSITE          DRAINAGE PLAN</b> GRAND JUNCTION, COLORADO			
DESIGNED	CHECKED	JOB NO.	SHEET	
DRAWN	DATE		DI	



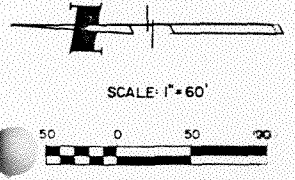
**DRAINAGE NOTES**

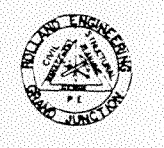
THIS SUBDIVISION LIES WITHIN THE BETHESDA CARE DRAINAGE BASIN.  
 DEVELOPMENT ON ANY LOT CANNOT PROCEED WITHOUT SUBMITTING AND RECEIVING  
 APPROVAL OF A DETAILED DRAINAGE PLAN. SAID APPROVAL SHALL BE OBTAINED  
 FROM THE CITY OF GRAND JUNCTION, ENGINEER.

THE DETAILED DRAINAGE PLAN SHALL PROVIDE FOR ON SITE DETENTION,  
 RETENTION CAPACITY SHALL BE OF SUFFICIENT CAPACITY TO LIMIT THE  
 DISCHARGE FROM EACH LOT TO THE HISTORICAL FLOW OF A 2 YEAR STORM.

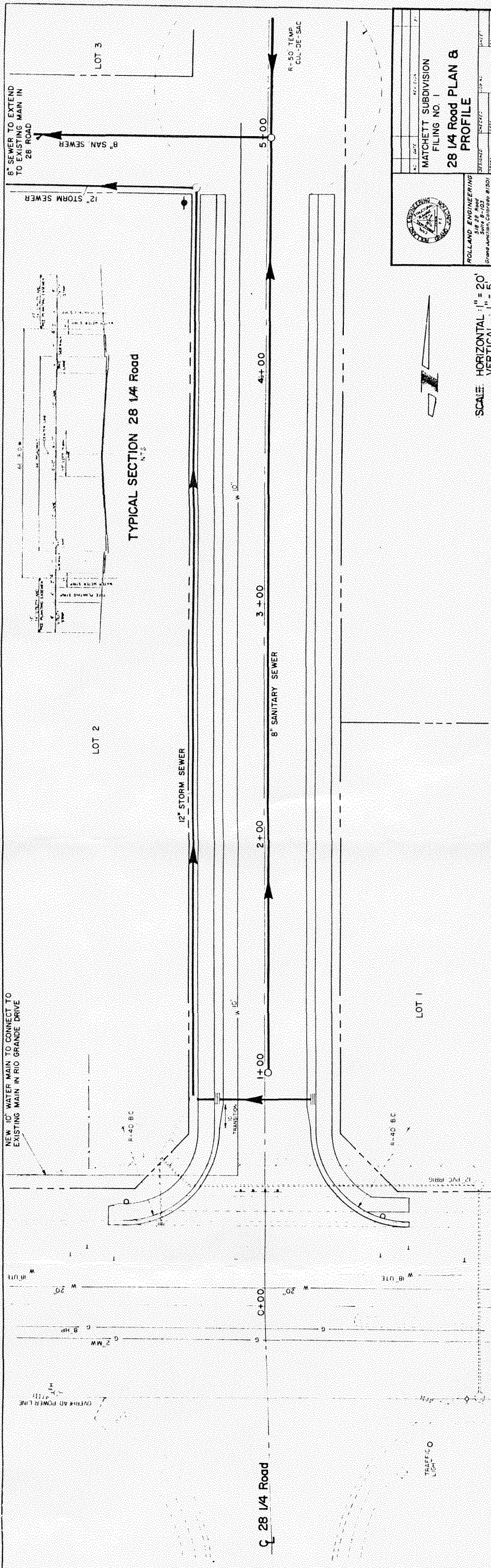
DRAINAGE EASEMENTS HAVE BEEN PROVIDED ON THE PLAN TO MAINTAIN NATURAL  
 DRAINAGE COURSES THAT EXIST THROUGH THE SUBDIVISION.

BENCH MARK: CHISELED SQUARE ON CONCRETE  
 GAS PLATFORM AT NORTHEAST  
 CORNER OF BETHESDA CARE  
 CENTER, CITY OF GRAND  
 JUNCTION DATUM. ELEV. = 4730.58



 <b>ROLLAND ENGINEERING</b> 518 28 Road Suite B-103 Grand Junction, Colorado 81501 (303) 243-6300	NO. DATE		REVISION	BY
	MATCHETT SUBDIVISION FILING NO. ONE <b>PRELIMINARY COMPOSITE          DRAINAGE PLAN</b>			
GRAND JUNCTION, COLORADO				
DESIGNER	CHECKED	JOB NO.	SHEET	
DRAWN	DATE		OF	

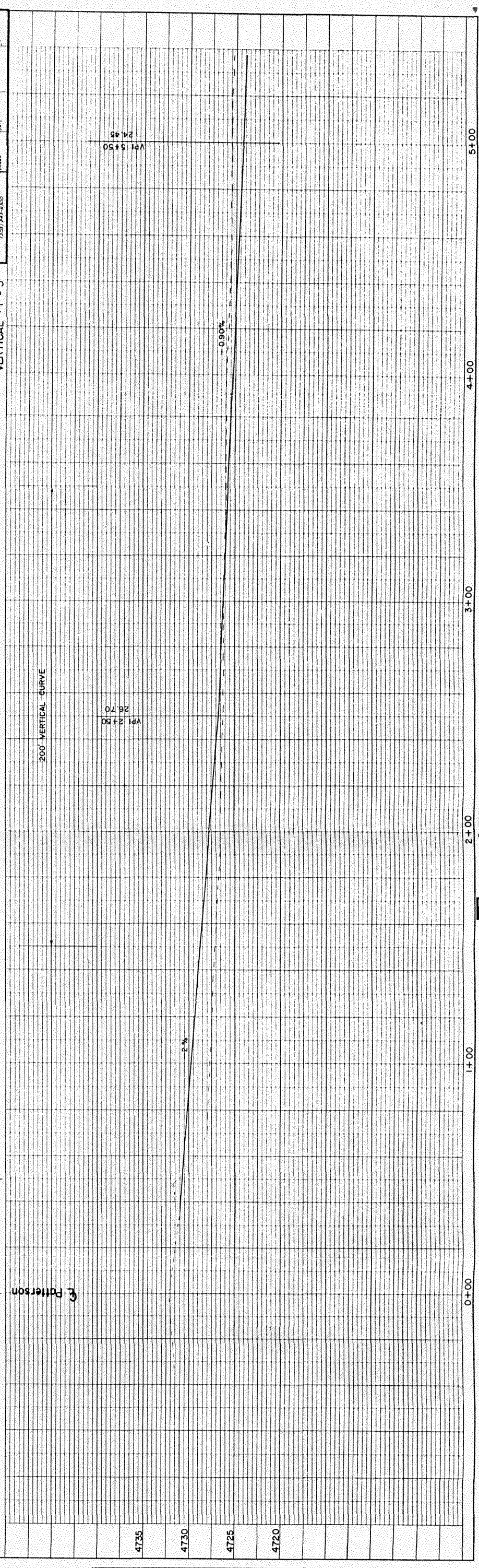




TYPICAL SECTION 28 1/4 Road

		<b>ROLLAND ENGINEERING</b> 218 28 Road Grand Junction, Colorado 81501 (970) 243-8300
<b>28 1/4 Road PLAN &amp; PROFILE</b>		
MATCHETT SUBDIVISION FILING NO. 1		
DATE	BY	CHECKED
12/17	J.P.	J.P.
12/17	J.P.	J.P.

SCALE HORIZONTAL: 1" = 20'  
 VERTICAL: 1" = 5'



NO.	DATE	DESCRIPTION

NO.	DATE	DESCRIPTION





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

VACANT LAND/FARM AND RANCH CONTRACT TO BUY AND SELL REAL ESTATE

Seller's remedy Liquidated Damages or Specific Performance (Section 16)

April 20, 19 91

1. PARTIES AND PROPERTY. Johnie A. Seigfried and or Assigns

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

Part of the E 1/2, SW 1/4, SW 1/4 Sec. 6 1S 1E which is aprox. 655.89 ft along the North boundry south to center line of Drainage Swale aprox. 9 Ac. +/-

2816 F. Road Grand Junction, Co. 81506

known as No. (Street Address, City, State, Zip) together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded, and called the Property.

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

(d) Water Rights. Purchase price to include the following water rights: all water/water rts., ditches/ditch rts.

(e) Growing Crops. With respect to the growing crops Seller and Purchaser agree as follows: none

The above-described included items (Inclusions) are to be conveyed to Purchaser by Seller by bill of sale, none deed or other applicable legal instrument(s) at the closing, free and clear of all taxes, liens and encumbrances, except as provided in section 10. The following attached fixtures are excluded from this sale:

3. PURCHASE PRICE AND TERMS. The purchase price shall be \$ 72,000.00, payable in U.S. dollars by Purchaser as follows (complete the applicable terms below):

(a) Earnest Money. \$ 1000.00 in the form of Check, as earnest money deposit and part payment of the purchase price, payable to and held by The Prudential Monument Realty, broker, in broker's trust account on behalf of both Seller and Purchaser. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing.

(b) Cash at Closing. \$ 31,000.00 to be paid by Purchaser at closing in cash, electronic transfer funds, certified check, savings and loan teller's check, or cashier's check. Subject to the provisions of section 4, if the existing loan balance at the time of closing shall be different from the loan balance in section 3, the adjustment shall be made in cash at closing or paid as follows: no adjustments

(c) New Loan. paragraph (c) does not apply \$ by Purchaser obtaining a new loan. This loan will be secured by a (1st, 2nd, etc.) deed of trust. The new loan to Purchaser shall be amortized over a period of years at approximately \$ per including principal and interest not to exceed % per annum, plus, if required by Purchaser's lender, a deposit of of the estimated annual real estate taxes, property insurance premium, and mortgage insurance premium. If the loan is an adjustable interest rate or graduated payment loan, the payments and interest rate initially shall not exceed the figures set forth above. Loan discount points, if any, shall be paid to lender at closing and shall not exceed % of the total loan amount. The first (1, 2, etc.) loan discount points shall be paid by and the balance, if any, shall be paid by Purchaser shall timely pay a loan origination fee not to exceed % of the loan amount and Purchaser's loan costs. Cost of any appraisal for loan purposes to be obtained after this date shall be paid by upon loan application as required by lender.

**(d) Assumption.** paragraph (d) does not apply

\$ \_\_\_\_\_ by Purchaser's assuming and agreeing to pay an existing loan in this approximate amount, presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal, interest presently at \_\_\_\_\_ % per annum, and including escrow for the following as indicated:  real estate taxes,  property insurance premium,  mortgage insurance premium, and \_\_\_\_\_ . Purchaser agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_ . At the time of assumption, the new interest rate shall not exceed \_\_\_\_\_ % per annum and the new payment shall not exceed \$ \_\_\_\_\_ plus escrow, if any.

Seller  shall  shall not be released from liability on said loan. If applicable, compliance with the requirements for release from liability shall be evidenced by delivery at closing of appropriate letter from lender. Cost payable for release of liability shall be paid by \_\_\_\_\_ in an amount not to exceed \$ \_\_\_\_\_ .

**(e) Seller or Private Third-Party Financing.**

\$ 40,000.00 by Purchaser executing a promissory note payable to: Kenneth M. & Thelma H. Matchett Kenneth M & Sara M. Matchett, Jr. on the note form as indicated: (check one box)

- Right-to-Cure NTD 82-11-83  No Right-to-Cure NTD 81-11-83  \_\_\_\_\_ secured by a (1st, 2nd, etc.) \_\_\_\_\_ deed of trust encumbering the Property, using the form as indicated: (check one box)
- Strict Due-on-Sale (TD 72-11-83)  Creditworthy (TD 73-11-83)  Assumable - Not due on sale (TD 74-11-83)
- \_\_\_\_\_

The promissory note shall be amortized on the basis of -0- years, payable at \$ 1000.00 per quarter including ~~principal and~~ interest at the rate of 10 % per annum. Payments shall commence November 1, 1991 and shall be due on the 1st day of each succeeding quarter .

If not sooner paid, the balance of principal and accrued interest shall be due and payable one year from date of closing after closing. Payments  shall  shall not be increased by \_\_\_\_\_ of estimated annual real estate taxes, and  shall  shall not be increased by \_\_\_\_\_ of estimated annual property insurance premium.

The loan shall also contain the following terms as indicated: If any payment is not received within 15 calendar days after its due date, a late charge of 12 % of such payment shall be due. Interest on lender disbursements under the deed of trust shall be 15 % per annum. Default interest rate shall be 15 % per annum.

Purchaser may prepay without a penalty ~~except~~ ///

**4. FINANCING CONDITIONS AND OBLIGATIONS.**

**(a) Loan Application(s).** If Purchaser is to pay all or part of the purchase price as set forth in section 3 by obtaining a new loan or if an existing loan is not to be released at closing, Purchaser, if required by such lender, shall make written application within \_\_\_\_\_ calendar days from acceptance of this contract. Purchaser shall cooperate with Seller and lender to obtain loan approval, diligently and timely pursue same in good faith, execute all documents and furnish all information and documents required by the lender, and, subject to section 3, timely pay the costs of obtaining such loan or lender consent.

**(b) Loan Approval.** If Purchaser is to pay all or part of the purchase price by obtaining a new loan as specified in section 3, this contract is conditional upon lender's approval of the new loan on or before \_\_\_\_\_, 19 \_\_\_\_ . If not so approved by said date, this contract shall terminate. If the loan is so approved, but such proceeds are not available to Purchaser as required in section 5 (Good Funds) at the time of closing, closing shall be extended one time for \_\_\_\_\_ calendar days (not to exceed (5) five). If sufficient funds are not then available, this contract shall terminate.

**(c) Existing-Loan Review.** If an existing loan is not to be released at closing, Seller shall provide copies of the loan documents (including note, deed of trust, modifications) to Purchaser within \_\_\_\_\_ calendar days from acceptance of this contract. This contract is conditional upon Purchaser's review and approval of the provisions of such loan documents. Purchaser consents to the provisions of such loan documents if no written objection is received by Seller or Listing Company from Purchaser within \_\_\_\_\_ calendar days from Purchaser's receipt of such documents. If the lender's approval of a transfer of the Property is required, this contract is conditional upon Purchaser's obtaining such approval without change in the terms of such loan, except as set forth in section 3. If lender's approval is not obtained on or before \_\_\_\_\_, 19 \_\_\_\_ , this contract shall be terminated on such date. If Seller is to be released from liability under such existing loan and Purchaser does not obtain such compliance as set forth in section 3, this contract may be terminated at Seller's option.

**(d) Assumption Balance.** If Purchaser is to pay all or part of the purchase price by assuming an existing loan and if the actual principal balance of the existing loan at the date of closing is less than the amount in section 3 by more than \$ \_\_\_\_\_ , then Purchaser may terminate this contract effective upon receipt by Seller or Listing Company of Purchaser's written notice of termination.

**(e) Credit Information.** If Purchaser is to pay all or part of the purchase price by executing a promissory note in favor of Seller or if an existing loan is not to be released at closing, this contract is conditional upon Seller's approval of Purchaser's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion. In such case: (1) Purchaser shall supply to Seller on or before 5 days after acceptance 19 91 , at Purchaser's expense, information and documents concerning Purchaser's financial, employment and credit condition; (2) Purchaser consents that Seller may verify Purchaser's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) if Seller does not provide written notice of Seller's disapproval to Purchaser on or before 10 days after act. , 19 91 , then Seller waives this condition. If Seller does provide written notice of disapproval to Purchaser on or before said date, this contract shall terminate.

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

**6. NOT ASSIGNABLE.** This contract shall not be assignable by Purchaser without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

**7. EVIDENCE OF TITLE.** Seller shall furnish to Purchaser, at Seller's expense, ~~with~~ a current commitment for owner's title insurance policy in an amount equal to the purchase price or at Seller's choice ~~for~~ for on or before May 24, 19 91 . If a title insurance commitment is furnished, Purchaser may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Purchaser at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this section 7, constitute the title documents (Title Documents). Purchaser must request Seller to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Purchaser's receipt of the title insurance commitment. If Seller furnishes a title insurance commitment, Seller will have the title insurance policy delivered to Purchaser as soon as practicable after closing and pay the premium at closing.

**8. TITLE. (a) Title Review.** Purchaser shall have the right to inspect the Title Documents or abstract. Written notice by Purchaser of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents or abstract shall be signed by or on behalf of Purchaser and given to Seller or Listing Company on or before 5 calendar days after Purchaser's receipt of Title Documents or abstract, or within five (5) calendar days after receipt by Purchaser of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller or Listing Company does not receive Purchaser's notice by the date(s) specified above, Purchaser shall be deemed to have accepted the condition of title as disclosed by the Title Documents as satisfactory.

(b) **Matters Not Shown by the Public Records.** Seller shall deliver to Purchaser, on or before the date set forth in section 7, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Purchaser all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Purchaser shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Purchaser and given to Seller or Listing Company on or before May 28, 19 91. If Seller or Listing Company does not receive Purchaser's notice by said date, Purchaser shall be deemed to have accepted title subject to such rights, if any, of third parties of which Purchaser has actual knowledge.

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

**9. DATE OF CLOSING.** The date of closing shall be July 31, 19 91, or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by The Prudential Monument Realty.

**10. TRANSFER OF TITLE.** Subject to tender or payment on closing as required herein and compliance by Purchaser with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient general warranty deed to Purchaser, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing, ~~and except~~ \_\_\_\_\_; free and clear of all liens for special improvements installed as of the date of Purchaser's signature hereon, whether assessed or not; except distribution utility easements, including cable TV; except those matters reflected by the Title Documents accepted by Purchaser in accordance with subsection 8(a); except those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 8(b); and subject to building and zoning regulations.

**11. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before the time of settlement from the proceeds of this transaction or from any other source.

**12. CLOSING COSTS, DOCUMENTS AND SERVICES.** Purchaser and Seller shall pay their respective closing costs at closing, except as otherwise provided herein. Purchaser and Seller shall sign and complete all customary or required documents at or before closing. Fees for real estate closing and settlement services shall not exceed \$ 100.00 and shall be paid at closing by equally by both Buyer and Seller.

**13. PRORATIONS.** General taxes for the year of closing, based on the most recent levy and the most recent assessment, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, ~~and~~ \_\_\_\_\_ shall be prorated to date of closing.

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

**14. POSSESSION.** Possession of the Property shall be delivered to Purchaser as follows: upon delivery of deed

subject to the following lease(s) or tenancy(s): none

If Seller, after closing, fails to deliver possession on the date herein specified, Seller shall be subject to eviction and shall be additionally liable to Purchaser for payment of \$ 20.00 per day from the date of agreed possession until possession is delivered.

**15. CONDITION OF AND DAMAGE TO PROPERTY.** The Property and Inclusions shall be conveyed in their present condition, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten percent of the total purchase price, Seller shall be obligated to repair the same before the date of closing. In the event such damage is not repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of Purchaser. Should Purchaser elect to carry out this contract despite such damage, Purchaser shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Purchaser covering such repair or replacement. The risk of loss for any damage to growing crops, by fire or other casualty, shall be borne by the party entitled to the growing crops, if any, as provided in section 2 and such party shall be entitled to such insurance proceeds or benefits for the growing crops, if any.

**16. TIME OF ESSENCE/REMEDIES.** Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

**(a) IF PURCHASER IS IN DEFAULT:**

IF THE BOX IN SUBSECTION (1) IS CHECKED, SELLER'S REMEDIES SHALL BE AS SET FORTH IN SUBSECTION (1) [SPECIFIC PERFORMANCE]. IF SAID BOX IS NOT CHECKED, SELLER'S REMEDIES SHALL BE AS SET FORTH IN SUBSECTION (2) [LIQUIDATED DAMAGES].

**(1) Specific Performance.**

Seller may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

**(2) Liquidated Damages.**

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

**(b) IF SELLER IS IN DEFAULT:**

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

**(c) COSTS AND EXPENSES.**

Anything to the contrary herein notwithstanding, in the event of any litigation or arbitration arising out of this contract, the court shall award to the prevailing party all reasonable costs and expense, including attorney fees.

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

**18. INSPECTION.** Purchaser or any designee, shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Purchaser's expense. If written notice of any unsatisfactory condition, signed by Purchaser, is not received by Seller or Listing Company on or before See Addendum "A", 19\_\_\_\_\_, the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Purchaser. If written notice of any unsatisfactory condition, signed by Purchaser, is given to Seller or Listing Company as set forth above in this section, and if Purchaser and Seller have not reached a written agreement in settlement thereof on or before See Addendum "A", 19\_\_\_\_\_, this contract shall then terminate, subject to section 17. Purchaser is responsible and shall pay for any damage which occurs to the Property and Inclusions as a result of such inspection.

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

The selling broker, The Prudential Monument Realty, and its sales agents (Selling Company) represent: [IF THE BOX IN SUBSECTION (b) IS CHECKED, SELLING COMPANY REPRESENTS PURCHASER ONLY, AS SET FORTH IN SUBSECTION (b). IF THE BOX IN SUBSECTION (b) IS NOT CHECKED, SELLING COMPANY REPRESENTS SELLER ONLY, AS SET FORTH IN SUBSECTION (a).]

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

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

**20. ADDITIONAL PROVISIONS:**

See Addendum "A" attached to and made a part of this agreement.

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

**22. TERMINATION.** In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to section 17.

**23. NOTICE OF ACCEPTANCE/COUNTERPARTS.** If this proposal is accepted by Seller in writing and Purchaser receives notice of such acceptance on or before April 23, 1991, this document shall become a contract between Seller and Purchaser. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

Purchaser Johnie A. Selgried Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Address P.O. Box 9088 Grand Junction, Co. 81501

[TO BE COMPLETED BY SELLER AND LISTING COMPANY]

**24. ACCEPTANCE/COMMISSION.** Seller accepts the above proposal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_. Seller shall pay to the Listing Company a commission of \_\_\_\_\_ % of the gross purchase price or \_\_\_\_\_ as agreed upon between Seller and Listing Company for services in this transaction. In the event of forfeiture of payments and things of value received hereunder, such payments and things of value shall be divided between Listing Company and Seller, one-half thereof to Listing Company, but not to exceed the commission, and the balance to Seller.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller's Address \_\_\_\_\_

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

Selling Company  
The Prudential Monument Realty By: R. H. Thompson  
Address 759 Horizon Drive, Grand Junction, Co. 81506 Date \_\_\_\_\_

Listing Company  
The Prudential Monument Realty By: \_\_\_\_\_  
Address 759 Horizon Drive Grand Junction, Co. 81506 Date \_\_\_\_\_

**ADDENDUM "A"**

**RELEASES**

- 1) Release on the Property to be at the rate of \$10,000.00 per acre.

Monies paid at time of closing to gain releases at the above rate. Location of properties to be released to be determined by Purchaser after closing.

Seller to participate with Purchaser should a 1031 Tax Deferred exchange be available prior to closing. Seller will not subordinate to Purchaser in any way.

**PURCHASER'S ACCESS TO THE PROPERTY.** Seller covenants and agrees that from and after the Acceptance Date of this Agreement, Purchaser and its contractors, agents and/or employees may enter upon any portion of the Property from time to time during the term of this Agreement for the purposes of inspection, making surveys and tests, staking and obtaining topographical information. All such inspections and tests shall be at Purchaser's sole cost and expense. In addition, Purchaser hereby agrees to hold Seller harmless from any and all losses, liabilities, claims, expenses, costs, damages and mechanics' liens which may be brought or which may be filed against the Property or any portion thereof by reason of the performance of any of the acts herein mentioned, and to defend any action brought by reason of any of the acts herein mentioned and reimburse Seller for reasonable attorneys' fees incurred by Seller by reason of any such action. Seller agrees to allow Purchaser to begin the rezoning process and will sign any documents necessary for the planning submittals as required by the City of Grand Junction and/or Mesa County and participate fully in any annexation process.

**TERMINATION BY PURCHASER.** The Purchaser may terminate this Agreement during the Inspection Period, if Purchaser, in Purchaser's sole discretion, is not satisfied with: (i) the suitability of the Property for Purchaser's intended use, (ii) the Title Commitment, (iii) the Survey, or (iv) with any other aspect of the Property, by notifying Seller in writing of its election to terminate this Agreement on or before the 30th day after the Acceptance Date. If Purchaser so terminates this Agreement within such time period, then Purchaser shall receive a prompt refund of the refundable Earnest Money Deposit and both parties shall be released from all further obligations under this Agreement. Any failure by Purchaser to deliver its written notice of termination to Seller within the time

period specified above shall be deemed to be acceptance by Purchaser of all such matters and its desire to proceed to Closing.

Purchaser acknowledges that Purchaser is purchasing the Property solely in reliance on Purchaser's own investigation, and that no representations or warranties of any kind, either express or implied have been made by Seller or Seller's agents, other than any expressly contained in writing herein. Purchaser acknowledges that the Property is being sold "AS IS, WHERE IS without limitation, any WARRANTY OF MERCHANTABILITY or any WARRANTY OF FITNESS FOR THE PARTICULAR PURPOSE OF PURCHASER". In addition, Purchaser acknowledges that as of the Closing, Purchaser will be aware of all zoning regulations, other governmental requirements, site and physical conditions and other matters affecting the use and condition that it is in at Closing. Purchaser further acknowledges that the Property may contain hazardous materials and substances and that Purchaser will be responsible for its own environmental investigation of the Property and will rely solely on such investigation.

Johnie A. Seigfried is a licensed Real Estate Broker in the state of Colorado.





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

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

April 20, 19 91

1. PARTIES AND PROPERTY. Johnie A. Seigfried and or Assigns

agrees to buy, and the undersigned seller(s) [Seller], agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Mesa, Colorado, to wit: Part of the E 1/2, SW 1/4, SW 1/4 Sec 6 1S 1E which is: aprox. 679.86 ft along F road north to center line of Drainage Swale aprox. 9.5AC.+/-

known as No. 2816 F. Road Grand Junction, Co. 81506 (Street Address, City, State, Zip) together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded, and called the Property.

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

(d) Water Rights. Purchase price to include the following water rights: all water/water rts., ditches/ditch rts.

(e) Growing Crops. With respect to the growing crops Seller and Purchaser agree as follows: none

The above-described included items (Inclusions) are to be conveyed to Purchaser by Seller by bill of sale, none deed or other applicable legal instrument(s) at the closing, free and clear of all taxes, liens and encumbrances, except as provided in section 10. The following attached fixtures are excluded from this sale:

3. PURCHASE PRICE AND TERMS. The purchase price shall be \$ 95,000.00, payable in U.S. dollars by Purchaser as follows (complete the applicable terms below):

(a) Earnest Money. \$ 1000.00 in the form of check, as earnest money deposit and part payment of the purchase price, payable to and held by The Prudential Monument Realty, broker, in broker's trust account on behalf of both Seller and Purchaser. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing.

(b) Cash at Closing. \$ 49,000.00 to be paid by Purchaser at closing in cash, electronic transfer funds, certified check, savings and loan teller's check, or cashier's check. Subject to the provisions of section 4, if the existing loan balance at the time of closing shall be different from the loan balance in section 3, the adjustment shall be made in cash at closing or paid as follows: no adjustments

(c) New Loan. paragraph (c) does not apply \$ by Purchaser obtaining a new loan. This loan will be secured by a (1st, 2nd, etc.) deed of trust. The new loan to Purchaser shall be amortized over a period of years at approximately \$ per including principal and interest not to exceed % per annum, plus, if required by Purchaser's lender, a deposit of of the estimated annual real estate taxes, property insurance premium, and mortgage insurance premium. If the loan is an adjustable interest rate or graduated payment loan, the payments and interest rate initially shall not exceed the figures set forth above. Loan discount points, if any, shall be paid to lender at closing and shall not exceed % of the total loan amount. The first (1, 2, etc.) loan discount points shall be paid by and the balance, if any, shall be paid by Purchaser shall timely pay a loan origination fee not to exceed % of the loan amount and Purchaser's loan costs. Cost of any appraisal for loan purposes to be obtained after this date shall be paid by upon loan application as required by lender.

**(d) Assumption. paragraph (d) does not apply**

\$ \_\_\_\_\_ by Purchaser's assuming and agreeing to pay an existing loan in this approximate amount, presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal, interest presently at \_\_\_\_\_ % per annum, and including escrow for the following as indicated:  real estate taxes,  property insurance premium,  mortgage insurance premium, and \_\_\_\_\_ . Purchaser agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_ . At the time of assumption, the new interest rate shall not exceed \_\_\_\_\_ % per annum and the new payment shall not exceed \$ \_\_\_\_\_ plus escrow, if any.

Seller  shall  shall not be released from liability on said loan. If applicable, compliance with the requirements for release from liability shall be evidenced by delivery at closing of appropriate letter from lender. Cost payable for release of liability shall be paid by \_\_\_\_\_ in an amount not to exceed \$ \_\_\_\_\_ .

**(e) Seller or Private Third-Party Financing.**

\$ 45,000.00 by Purchaser executing a promissory note payable to: Kenneth M. & Thelma H. Matchett Kenneth M. & Sara M. Matchett, Jr. on the note form as indicated: (check one box)

Right-to-Cure NTD 82-11-83  No Right-to-Cure NTD 81-11-83  \_\_\_\_\_

secured by a (1st, 2nd, etc.) \_\_\_\_\_ deed of trust encumbering the Property, using the form as indicated: (check one box)

Strict Due-on-Sale (TD 72-11-83)  Creditworthy (TD 73-11-83)  Assumable-Not due on sale (TD 74-11-83)

\_\_\_\_\_

The promissory note shall be amortized on the basis of -0- years, payable at \$ 1125.00 per quarter including ~~principal and~~ interest at the rate of 10 % per annum. Payments shall commence November 1, 1991 and shall be due on the 1st day of each succeeding quarter .

If not sooner paid, the balance of principal and accrued interest shall be due and payable one year from date of closing after closing. Payments  shall  shall not be increased by \_\_\_\_\_ of estimated annual real estate taxes, and  shall  shall not be increased by \_\_\_\_\_ of estimated annual property insurance premium.

The loan shall also contain the following terms as indicated: If any payment is not received within 15 calendar days after its due date, a late charge of 12 % of such payment shall be due. Interest on lender disbursements under the deed of trust shall be 15 % per annum. Default interest rate shall be 15 % per annum.

Purchaser may prepay without a penalty ~~except~~ / / \_\_\_\_\_ .

**4. FINANCING CONDITIONS AND OBLIGATIONS. (a) Loan Application(s).** If Purchaser is to pay all or part of the purchase price as set forth in section 3 by obtaining a new loan or if an existing loan is not to be released at closing, Purchaser, if required by such lender, shall make written application within \_\_\_\_\_ calendar days from acceptance of this contract. Purchaser shall cooperate with Seller and lender to obtain loan approval, diligently and timely pursue same in good faith, execute all documents and furnish all information and documents required by the lender, and, subject to section 3, timely pay the costs of obtaining such loan or lender consent.

**(b) Loan Approval.** If Purchaser is to pay all or part of the purchase price by obtaining a new loan as specified in section 3, this contract is conditional upon lender's approval of the new loan on or before \_\_\_\_\_, 19 \_\_\_\_\_. If not so approved by said date, this contract shall terminate. If the loan is so approved, but such proceeds are not available to Purchaser as required in section 5 (Good Funds) at the time of closing, closing shall be extended one time for \_\_\_\_\_ calendar days (not to exceed (5) five). If sufficient funds are not then available, this contract shall terminate.

**(c) Existing-Loan Review.** If an existing loan is not to be released at closing, Seller shall provide copies of the loan documents (including note, deed of trust, modifications) to Purchaser within \_\_\_\_\_ calendar days from acceptance of this contract. This contract is conditional upon Purchaser's review and approval of the provisions of such loan documents. Purchaser consents to the provisions of such loan documents if no written objection is received by Seller or Listing Company from Purchaser within \_\_\_\_\_ calendar days from Purchaser's receipt of such documents. If the lender's approval of a transfer of the Property is required, this contract is conditional upon Purchaser's obtaining such approval without change in the terms of such loan, except as set forth in section 3. If lender's approval is not obtained on or before \_\_\_\_\_, 19 \_\_\_\_\_, this contract shall be terminated on such date. If Seller is to be released from liability under such existing loan and Purchaser does not obtain such compliance as set forth in section 3, this contract may be terminated at Seller's option.

**(d) Assumption Balance.** If Purchaser is to pay all or part of the purchase price by assuming an existing loan and if the actual principal balance of the existing loan at the date of closing is less than the amount in section 3 by more than \$ \_\_\_\_\_, then Purchaser may terminate this contract effective upon receipt by Seller or Listing Company of Purchaser's written notice of termination.

**(e) Credit Information.** If Purchaser is to pay all or part of the purchase price by executing a promissory note in favor of Seller or if an existing loan is not to be released at closing, this contract is conditional upon Seller's approval of Purchaser's financial ability and creditworthiness, which approval shall be at Seller's sole and absolute discretion. In such case: (1) Purchaser shall supply to Seller on or before 5 days after acceptance 19 91, at Purchaser's expense, information and documents concerning Purchaser's financial, employment and credit condition; (2) Purchaser consents that Seller may verify Purchaser's financial ability and creditworthiness; (3) any such information and documents received by Seller shall be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction; (4) if Seller does not provide written notice of Seller's disapproval to Purchaser on or before 10 days after act., 19 91, then Seller waives this condition. If Seller does provide written notice of disapproval to Purchaser on or before said date, this contract shall terminate.

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

**6. NOT ASSIGNABLE.** This contract shall not be assignable by Purchaser without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

**7. EVIDENCE OF TITLE.** Seller shall furnish to Purchaser, at Seller's expense, ~~either~~ a current commitment for owner's title insurance policy in an amount equal to the purchase price ~~or at Seller's choice, an Abstract of Title certified to a current date.~~ on or before May 24, 19 91. If a title insurance commitment is furnished, Purchaser may require of Seller that copies of instruments (or ~~abstracts of instruments~~) listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Purchaser at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this section 7, constitute the title documents (Title Documents). Purchaser must request Seller to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Purchaser's receipt of the title insurance commitment. If Seller furnishes a title insurance commitment, Seller will have the title insurance policy delivered to Purchaser as soon as practicable after closing and pay the premium at closing.

**8. TITLE. (a) Title Review.** Purchaser shall have the right to inspect the Title Documents or abstract. Written notice by Purchaser of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents or abstract shall be signed by or on behalf of Purchaser and given to Seller or Listing Company on or before 5 calendar days after Purchaser's receipt of Title Documents or abstract, or within five (5) calendar days after receipt by Purchaser of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller or Listing Company does not receive Purchaser's notice by the date(s) specified above, Purchaser shall be deemed to have accepted the condition of title as disclosed by the Title Documents as satisfactory.

(b) **Matters Not Shown by the Public Records.** Seller shall deliver to Purchaser, on or before the date set forth in section 7, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Purchaser all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Purchaser shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Purchaser and given to Seller or Listing Company on or before May 28, 19 91. If Seller or Listing Company does not receive Purchaser's notice by said date, Purchaser shall be deemed to have accepted title subject to such rights, if any, of third parties of which Purchaser has actual knowledge.

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

9. **DATE OF CLOSING.** The date of closing shall be July 31, 19 91, or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by The Prudential Monument Realty.

10. **TRANSFER OF TITLE.** Subject to tender or payment on closing as required herein and compliance by Purchaser with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient general warranty deed to Purchaser, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing, ~~and except~~ \_\_\_\_\_; free and clear of all liens for special improvements installed as of the date of Purchaser's signature hereon, whether assessed or not; except distribution utility easements, including cable TV; except those matters reflected by the Title Documents accepted by Purchaser in accordance with subsection 8(a); except those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 8(b); and subject to building and zoning regulations.

11. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before the time of settlement from the proceeds of this transaction or from any other source.

12. **CLOSING COSTS, DOCUMENTS AND SERVICES.** Purchaser and Seller shall pay their respective closing costs at closing, except as otherwise provided herein. Purchaser and Seller shall sign and complete all customary or required documents at or before closing. Fees for real estate closing and settlement services shall not exceed \$ 100.00 and shall be paid at closing by equally by both Buyer and Seller.

13. **PRORATIONS.** General taxes for the year of closing, based on the most recent levy and the most recent assessment, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, ~~and~~ \_\_\_\_\_ shall be prorated to date of closing.

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

14. **POSSESSION.** Possession of the Property shall be delivered to Purchaser as follows: upon delivery of deed

subject to the following lease(s) or tenancy(s): none

If Seller, after closing, fails to deliver possession on the date herein specified, Seller shall be subject to eviction and shall be additionally liable to Purchaser for payment of \$ 20.00 per day from the date of agreed possession until possession is delivered.

15. **CONDITION OF AND DAMAGE TO PROPERTY.** The Property and Inclusions shall be conveyed in their present condition, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten percent of the total purchase price, Seller shall be obligated to repair the same before the date of closing. In the event such damage is not repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of Purchaser. Should Purchaser elect to carry out this contract despite such damage, Purchaser shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Purchaser covering such repair or replacement. The risk of loss for any damage to growing crops, by fire or other casualty, shall be borne by the party entitled to the growing crops, if any, as provided in section 2 and such party shall be entitled to such insurance proceeds or benefits for the growing crops, if any.

16. **TIME OF ESSENCE/REMEDIES.** Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) **IF PURCHASER IS IN DEFAULT:**

IF THE BOX IN SUBSECTION (1) IS CHECKED, SELLER'S REMEDIES SHALL BE AS SET FORTH IN SUBSECTION (1) [SPECIFIC PERFORMANCE]. IF SAID BOX IS NOT CHECKED, SELLER'S REMEDIES SHALL BE AS SET FORTH IN SUBSECTION (2) [LIQUIDATED DAMAGES].

(1) **Specific Performance.**

Seller may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

(2) **Liquidated Damages.**

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

(b) **IF SELLER IS IN DEFAULT:**

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

(c) **COSTS AND EXPENSES.**

Anything to the contrary herein notwithstanding, in the event of any litigation or arbitration arising out of this contract, the court shall award to the prevailing party all reasonable costs and expense, including attorney fees.

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

**18. INSPECTION.** Purchaser or any designee, shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Purchaser's expense. If written notice of any unsatisfactory condition, signed by Purchaser, is not received by Seller or Listing Company on or before May 28, , 19 91 , the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Purchaser. If written notice of any unsatisfactory condition, signed by Purchaser, is given to Seller or Listing Company as set forth above in this section, and if Purchaser and Seller have not reached a written agreement in settlement thereof on or before June 4, , 19 91 , this contract shall then terminate, subject to section 17. Purchaser is responsible and shall pay for any damage which occurs to the Property and Inclusions as a result of such inspection.

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

The selling broker, The Prudential Monument Realty , and its sales agents (Selling Company) represent: [IF THE BOX IN SUBSECTION (b) IS CHECKED, SELLING COMPANY REPRESENTS PURCHASER ONLY, AS SET FORTH IN SUBSECTION (b). IF THE BOX IN SUBSECTION (b) IS NOT CHECKED, SELLING COMPANY REPRESENTS SELLER ONLY, AS SET FORTH IN SUBSECTION (a).]

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

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

**20. ADDITIONAL PROVISIONS:**

See Addendum "A" attached to and made a part of this agreement.

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

**22. TERMINATION.** In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to section 17.

**23. NOTICE OF ACCEPTANCE/COUNTERPARTS.** If this proposal is accepted by Seller in writing and Purchaser receives notice of such acceptance on or before April 23, , 19 91 , this document shall become a contract between Seller and Purchaser. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

Purchaser Johnie A. Seigfried Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Address P.O. Box 9088 Grand Junction, Co. 81501

[TO BE COMPLETED BY SELLER AND LISTING COMPANY]

**24. ACCEPTANCE/COMMISSION.** Seller accepts the above proposal this \_\_\_\_\_ day of \_\_\_\_\_ , 19 \_\_\_\_\_ . Seller shall pay to the Listing Company a commission of \_\_\_\_\_ % of the gross purchase price or \_\_\_\_\_ as agreed upon between Seller and Listing Company for services in this transaction. In the event of forfeiture of payments and things of value received hereunder, such payments and things of value shall be divided between Listing Company and Seller, one-half thereof to Listing Company, but not to exceed the commission, and the balance to Seller.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller's Address \_\_\_\_\_

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

Selling Company  
The Prudential Monument Realty By: \_\_\_\_\_  
(Signature) \_\_\_\_\_ Date \_\_\_\_\_  
Address 759 Horizon Drive, Grand Junction, Co.

Listing Company  
The Prudential Monument Realty By: \_\_\_\_\_  
(Signature) \_\_\_\_\_ Date \_\_\_\_\_  
Address 759 Horizon Drive, Grand Junction, Co. 81506

**ADDENDUM "A"**

**RELEASES**

- 1) Seller to give partial release of approximately 2 acres of property to the City of Grand Junction at \$10,000.00 per acre on or before July 31, 1991.
- 2) Property that borders along F Road to be released at the rate of \$20,000.00 per acre.
- 3) Property that is 200 ft north of F Road to be released at the rate of \$12,500.00 per acre.
- 4) Release on the balance of the Property to be at the rate of \$10,000.00 per acre.

Monies paid at time of closing to gain releases at the above rates. Location of properties to be released to be determined by Purchaser after closing.

Seller to participate with Purchaser should a 1031 Tax Deferred exchange be available prior to closing. Seller will not subordinate to Purchaser in any way.

**PURCHASER'S ACCESS TO THE PROPERTY.** Seller covenants and agrees that from and after the Acceptance Date of this Agreement, Purchaser and its contractors, agents and/or employees may enter upon any portion of the Property from time to time during the term of this Agreement for the purposes of inspection, making surveys and tests, staking and obtaining topographical information. All such inspections and tests shall be at Purchaser's sole cost and expense. In addition, Purchaser hereby agrees to hold Seller harmless from any and all losses, liabilities, claims, expenses, costs, damages and mechanics' liens which may be brought or which may be filed against the Property or any portion thereof by reason of the performance of any of the acts herein mentioned, and to defend any action brought by reason of any of the acts herein mentioned and reimburse Seller for reasonable attorneys' fees incurred by Seller by reason of any such action. Seller agrees to allow Purchaser to begin the rezoning process and will sign any documents necessary for the planning submittals as required by the City of Grand Junction and/or Mesa County and participate fully in any annexation process.

**TERMINATION BY PURCHASER.** The Purchaser may terminate this Agreement during the Inspection Period, if Purchaser, in Purchaser's sole discretion, is not satisfied with: (i) the suitability of the Property for Purchaser's intended use, (ii) the Title Commitment, (iii) the Survey, or (iv)

with any other aspect of the Property, by notifying Seller in writing of its election to terminate this Agreement on or before the 30th day after the Acceptance Date. If Purchaser so terminates this Agreement within such time period, then Purchaser shall receive a prompt refund of the refundable Earnest Money Deposit and both parties shall be released from all further obligations under this Agreement. Any failure by Purchaser to deliver its written notice of termination to Seller within the time period specified above shall be deemed to be acceptance by Purchaser of all such matters and its desire to proceed to Closing.

Purchaser acknowledges that Purchaser is purchasing the Property solely in reliance on Purchaser's own investigation, and that no representations or warranties of any kind, either express or implied have been made by Seller or Seller's agents, other than any expressly contained in writing herein. Purchaser acknowledges that the Property is being sold "AS IS, WHERE IS without limitation, any WARRANTY OF MERCHANTABILITY or any WARRANTY OF FITNESS FOR THE PARTICULAR PURPOSE OF PURCHASER". In addition, Purchaser acknowledges that as of the Closing, Purchaser will be aware of all zoning regulations, other governmental requirements, site and physical conditions and other matters affecting the use and condition that it is in at Closing. Purchaser further acknowledges that the Property may contain hazardous materials and substances and that Purchaser will be responsible for its own environmental investigation of the Property and will rely solely on such investigation.

Johnie A. Seigfried is a licensed Real Estate Broker in the state of Colorado.