

OPERATION STORM DRAIN

JUNE 13, 1994

OBJECTIVE

To conduct a final search of the former FUQRA compound in an attempt to detect the presence of possible abandoned weapons, explosive or incendiary devices or components which may have been overlooked in previous searches and to search for the presence of possible grave sites.

AUTHORITY

The search of the property is being conducted at the request and consent of Mr. Joseph Albert, current owner of the property.

SEARCH ASSIGNMENTS

U.S. ARMY, 94th EOD, FT. CARSON

Search designated high probability areas for the detection of any buried or secreted weapons, ammunition, explosive or incendiary devices or components which may have been abandoned by FUQRA,

High probability areas include but are not limited to:

100 YARD RADIUS OF ALL STRUCTURES

**BUILDING AND DWELLING WALLS, FOUNDATIONS
CRAWL SPACES, ATTICS, ETC.**

**AREAS CONTIGUOUS TO ROADWAYS, ACCESSIBLE
TO FOUR-WHEEL DRIVE MOTOR VEHICLES.**

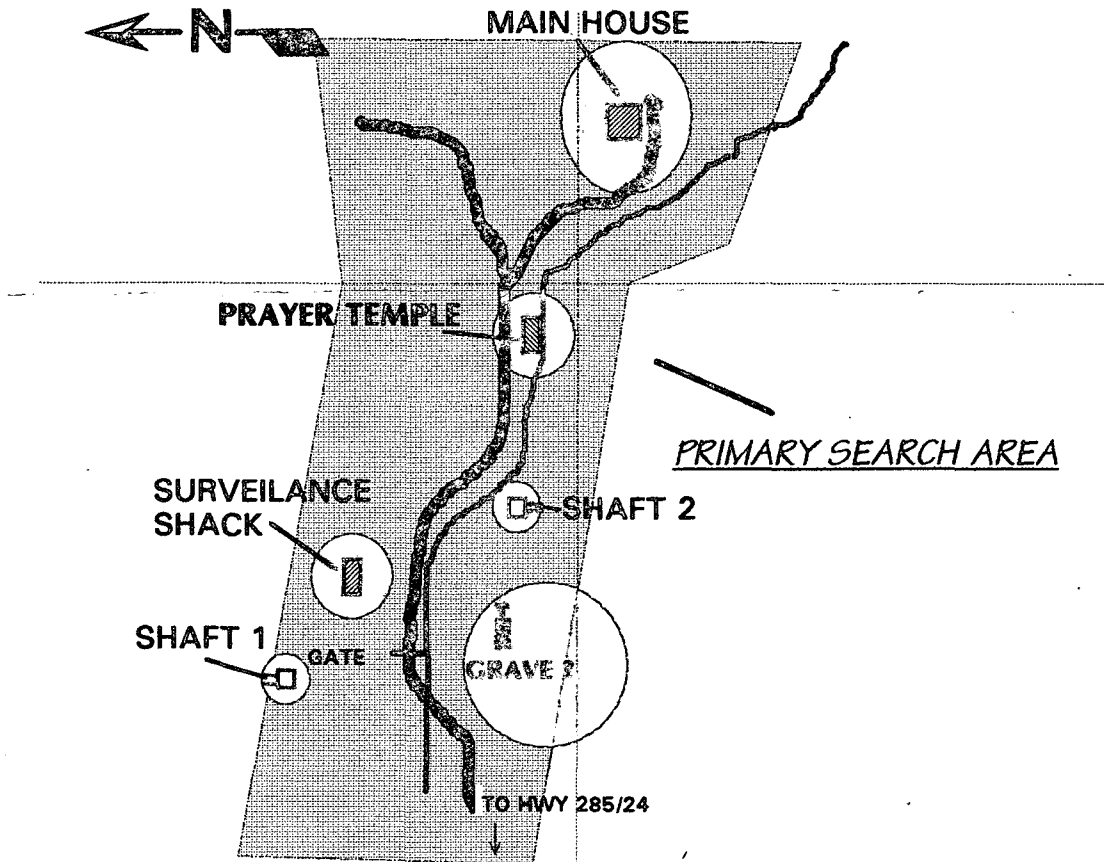
K-9 TEAMS

**JEFFERSON COUNTY S.O.
AURORA P.D.
COLORADO D.O.C..
CHAFFEE COUNTY S.O.**

To search for the presence of grave sites and explosive or incendiary devices.

Areas to be searched as determined by handlers.

COMPOUND MAP



CHAFFEE COUNTY S.O.

COLORADO ATTORNEY GENERALS OFFICE

ELEVENTH JUD. DIST. ATTORNEYS OFFICE

FEDERAL BUREAU OF INVESTIGATION

JEFFERSON COUNTY S.O.

Participating Agencies (cont.)

AURORA P.D.

COLORADO DEPARTMENT OF CORRECTIONS

U.S. ARMY EOD

OTHER



LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING



**VACANT LAND
CONTRACT TO BUY AND SELL REAL ESTATE
(Remedies Include Specific Performance)**

TRADING NO. 802 Buena Vista (AGENCY) COLORADO, Jan. 2 19 85

The Undersigned agent hereby acknowledges having received from Hubarik Shaw Shah the sum of \$ 1,000.00 in the form of personal check to be held by United Farm Agency of Colorado, Inc.

held in broker's escrow or trustee account, as earnest money and part payment for the following described real estate in the county of Chaffee Colorado, to wit: Dolomite #1, #5938, Dolomite #2, 5938, Silver Wave, #3, Dolomite #3, #19661, Guich #19661, Oxonion #17657, Umbria #17657, Asurite #17657, all located in the Trout Creek Mining District, Chaffee County, Colorado including any and all mineral rights as sellers may have.

together with all easements and rights of way appurtenant thereto, all improvements thereon and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, and hereinafter called the Property.

The undersigned person(s) Hubarik Shaw Shah (as joint tenants/tenants in common), hereinafter called Purchaser, hereby agrees to buy the Property, and the undersigned owner(s), hereinafter called Seller, hereby agrees to sell the Property on the terms and conditions stated herein.

The purchase price shall be U.S. \$70,000.00 payable as follows: \$1,000.00 hereby received for: \$9,000.00 plus years customary closing costs payable in cash or certified funds upon delivery of deed. Purchaser shall execute his promissory note secured by an Assumable first Deed of Trust in favor of the sellers for the amount of \$60,000.00 payable in quarterly installments of \$3,894.60, or more, each including principal and interest of 10 1/2 per annum for a period of five years. Purchasers shall be responsible for the payment of the yearly property taxes and shall provide proof of payment within 15 days of the respective due dates each year for the term of this note.

Price to include: vacant land, old remains of building and all mineral rights.

and the following water rights: as seller has, if any

5. If a new loan is to be obtained by Purchaser from a third party, Purchaser agrees to promptly and diligently (a) apply for such loan, (b) execute all documents and furnish all information and documents required by the lender, and (c) pay the customary costs of obtaining such loan. Then if such loan is not approved on or before NA, 1985, or if so approved but is not available at time of closing, this contract shall be null and void and all payments and things of value received hereunder shall be returned to Purchaser.

6. If a note and trust deed or mortgage is to be assumed, Purchaser agrees to apply for a loan assumption if required and agrees to pay (1) a loan transfer fee not to exceed \$ NA and (2) an interest rate not to exceed NA % per annum. If the loan to be assumed contains provisions for a shared equity or variable interest rates or variable payments, this contract is conditioned upon Purchaser reviewing and consenting to such provisions. If the lender's consent to a loan assumption is required, this contract is conditioned upon obtaining such consent without change in the

12. If title is not merchantable and written notice of defect(s) is given by Seller prior to date of closing, Seller shall use reasonable effort to correct said defect(s) prior to date of closing. If Seller is unable to do so, at Seller's option and upon written notice to Purchaser or Purchaser's agent on or before date of closing, the date of closing shall be extended thirty days for the purpose of correcting said defect(s). Except as stated in paragraph 13, if title is not rendered merchantable as provided in this paragraph 12, at Purchaser's option, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to Purchaser.

13. Any encumbrance required to be paid may be paid at the time of settlement from the proceeds of this transaction or from any other source. Provided, however, at the option of either party, if the total indebtedness secured by liens on the Property exceeds the purchase price, this contract shall be void and of no effect and each party hereto shall be released from all obligations hereunder and all payments and things of value received hereunder shall be returned to Purchaser.

14. General taxes for the year of closing, based on the most recent levy and the most recent assessment, prepaid rents, water rents, sewer rents, mortgage insurance premiums and interest on encumbrances, if any, and _____ shall be apportioned to date of delivery of deed.

15. Possession of the Property shall be delivered to Purchaser on delivery of deed.

Subject to the following leases or tenancies: none.

16. In the event the Property is substantially damaged by fire, flood or other casualty between the date of this contract and the date of delivery of deed, Purchaser may elect to terminate this contract, in which case all payments and things of value received hereunder shall be returned to Purchaser.

17. 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 as herein provided, there shall be the following remedies:

(a) IF SELLER IS IN DEFAULT. (1) Purchaser may elect to treat this contract as terminated, in which case all payments and things of value received hereunder shall be returned to Purchaser and Purchaser may recover such damages as may be proper, or (2) Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to an action for specific performance or damages, or both.

(b) IF PURCHASER IS IN DEFAULT. (1) Seller may elect to treat this contract as terminated, 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 (2) Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to an action for specific performance or damages, or both.

(c) Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this contract, the court may award to the prevailing party all reasonable costs and expense, including attorneys' fees.

18. Purchaser and Seller agree that, in the event of any controversy regarding the earnest money held by broker, unless mutual written instruction is received by broker, broker shall not be required to take any action but may await any proceeding, or at broker's option and discretion, may interplead moneys or things of value into court and may recover court costs and reasonable attorneys' fees.

19. Additional provisions: