GUNNISON WATERSHED SCHOOL DISTRICT RE1J

Resolution # 03092679

RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING SALE OF MODULAR CLASSROOMS

WHEREAS, the Gunnison Watershed School District ("School District") is the owner of three double-wide modular classrooms and associated personal property located therein as described in more detail on the attached Exhibit A, incorporated by this reference (the "Property"), which are located in Gunnison County, Colorado ("Location"); and

WHEREAS, the School District conducted a public auction to solicit bids for the Property, which concluded on March 4, 2026, and resulted in a high bid in the amount of $100,000.00 ("Purchase Price") submitted by Gingerbread House Early Learning Center ("Purchaser"); and

WHEREAS, based on the recommendation of the Superintendent and pursuant to Colorado Revised Statutes Section 22-32-110(1)(e), the Board of Education ("Board") of the School District hereby determines that the Property will not be needed within the foreseeable future for the purposes authorized by law and, therefore, may be sold and conveyed in accordance with applicable law and School District policy;

WHEREAS, the Board of Education desires to sell and convey the Property to the Purchaser for the Purchase Price pursuant to a standard bill of sale approved by the School District's legal counsel.

WHEREAS, the Board of Education desires to delegate authority to the Superintendent or her designee to execute and bill of sale.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF GUNNISON WATERSHED SCHOOL DISTRICT:

Section 1. **Surplus Declaration.** That the Board hereby determines that the Property will not be needed within the foreseeable future for any purpose authorized by law and, therefore, may be sold and conveyed in accordance with this Resolution.

Section 2. **Delegation.** The Superintendent of Schools and President of the Board are hereby delegated the authority on behalf of the Board to execute and deliver a bill of sale and such further documents and instruments as may reasonably be deemed appropriate or necessary to carry out the terms and conditions of this Resolution; provided, however, that such bill of sale and further documents and instruments are consistent with the terms and conditions with this Resolution;

Section 3. **Ratification.** All actions heretofore taken by the Board, its officers, and agents, that were not inconsistent with the provisions of this Resolution are hereby ratified, approved and confirmed.

Section 4. **Severability**. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. **Repealer of Measures**. All acts, orders, resolutions or parts thereof, in conflict with this Resolution or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, or part thereof heretofore repealed.

Section 6. **Effectiveness**. This Resolution shall take effect immediately upon its passage.

IN WITNESS WHEREOF, the Board of Education has adopted this Resolution on March 9, 2026.

GUNNISON WATERSHED SCHOOL DISTRICT

By: Anne Brockhurst

President, Board of Education

ATTEST:

By: K. Lu Schloesser

Secretary, Board of Education

EXHIBIT A

3 double wide modular classrooms with the following serial numbers:

- ECM286216717B - 2021
- ECM286216716A - 2021
- ECM286216715B - 2021
- ECM286216714A - 2021
- ECM286216055A – 2019
- ECM286216056B – 2019

Together with any and all ramps, stairs, fixtures, equipment, personal property contained in these modular classrooms

QUITCLAIM BILL OF SALE
Three Modular Classrooms

This Quitclaim Bill of Sale (this "Bill of Sale") is made effective as of the _____ day of _____, 2026, by and between Gunnison Watershed School District, a body corporate and political subdivision of the State of Colorado ("Seller") and Gingerbread House Early Learning Center, a nonprofit corporation of the State of Colorado ("Buyer").

RECITALS

WHEREAS, Seller desires to quitclaim to Buyer, the Seller's rights, if any, in and to the items of tangible personal property described on Exhibit A, attached hereto and incorporated by reference herein (the "Tangible Personal Property").

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Conveyance. Seller hereby quitclaims, assigns, transfers and conveys to Buyer, its successors and assigns, all right, title and interest of Seller, if any, in and to the Tangible Personal Property.

2. Exclusion of Warranties. The Tangible Personal Property is sold in "as is" condition, and Seller has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the Tangible Personal Property, including, without limitation, the merchantability of the Tangible Personal Property or its fitness for any particular purpose, the design or condition of such Tangible Personal Property, the compliance of such Tangible Personal Property with the requirements of any rule, law, regulation, ordinance, specification or contract pertaining thereto, or any patent infringements or latent defects. Buyer hereby agrees and acknowledges that Buyer accepts such Tangible Personal Property on such "as is" basis pursuant to the terms of this Bill of Sale.

3. Successors and Assigns. This Bill of Sale shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

5. Governing Law. This Bill of Sale shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Colorado.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

SELLER:

GUNNISON WATERSHED SCHOOL DISTRICT, a body corporate and political subdivision of the State of Colorado

By: _____

Name:

Title:

BUYER:

GINGERBREAD HOUSE EARLY LEARNING CENTER, a nonprofit corporation of the State of Colorado

By: _____

Name:

Title:

EXHIBIT A

Tangible Personal Property

Three (3) modular classrooms with the following serial numbers:

Charter Main which is approximately 83 ft. x 60 ft. Phoenix Modular built in 2008 including without limitation the following Certificate or Serial numbers:

Certificates	Serial numbers
	ECM286216717B - 2021
	ECM286216716A - 2021
	ECM286216715B – 2021
	ECM286216714A - 2021
	ECM286216055A – 2019
	ECM286216056B – 2019

Together with any and all ramps, stairs, fixtures, equipment, personal property contained in these modular classrooms, any attached or adjacent storage sheds, and any and all playground equipment.