

**WARRANTY DEED**

**THIS DEED, made this 30th day of April, 2013, between Struth LLC, a Colorado Limited Liability Company of the County of Mesa and State of Colorado, grantor(s), and City of Grand Junction, a Colorado Municipal Corporation**

**whose legal address is** 250 N. 5th Street, Grand Junction, CO 81501  
of the County of Mesa and State of Colorado, grantees:

**WITNESS, that the grantor(s), for and in consideration of the sum of ONE HUNDRED EIGHTY NINE THOUSAND ONE HUNDRED TWENTY FIVE AND 20/100 DOLLARS (\$189,125.20), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, its successors and/or assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Mesa and State of Colorado, described as follows:**

**SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF BY REFERENCE**

**also known by street and number as:** 755 Struthers Avenue, Grand Junction, CO 81501

**TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;**

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantees, its successors and/or assigns forever. The grantor(s), for itself, its successors and/or assigns, does covenant, grant, bargain and agree to and with the grantees, its successors and/or assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

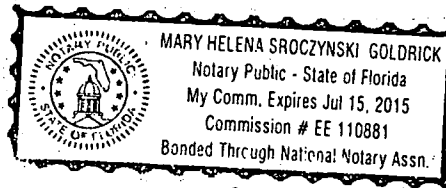
The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, its successors and/or assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Struth LLC, a Colorado Limited Liability Company

by: *George Hoover, Manager*  
George Hoover, Manager



State of FLORIDA

County Of Lee

The foregoing instrument was acknowledged before me this April 30<sup>th</sup>, 2013, by George Hoover as Manager of Struth LLC, a Colorado Limited Liability Company

My Commission expires:

Witness my hand and official seal.

*7/15/15*  
*Mary Helena Sroczynski Goldrick*  
Notary Public

Doc Fee: \$0.00 - Exempt

**EXHIBIT "A"**

**PARCEL NO. 1**

**Commencing at a point which is North 89°17' East 425 feet and South 2°34' East 317 feet  
and South 2°55' East 186.6 feet and North 79°29' East 6 feet from the Center of Section 23,  
Township 1 South, Range 1 West of the Ute Meridian for a point of beginning of the  
following described tract of land;  
thence North 0°41' West 186 feet;  
thence North 86°7' East 186.4 feet;  
thence South to the intersection with the meander line of the old slough that is now the  
bank of the Colorado River;  
thence Westerly along said meander line as now established to the point of beginning.**

**PARCEL NO. 2**

**An Easement for road purposes 12 feet in width from the tract of land above described  
to Struthers Avenue.**

**Together with any and all water, water rights, ditch and ditch rights appurtenant thereto.**

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