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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **DEED (SPECIAL WARRANTY)**

PURPOSE:

NAME OF PROPERTY OWNER OR GRANTOR: REDLANDS MESA, LLC

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): TRACTS A, B AND C,
REDLANDS MESA FILING 1

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1957576 07/17/00 0228PM
MONIKA TOBB CLK® MESA COUNTY CO
REC FEE \$30.00
DOCUMENTARY FEE \$NO FEE

SPECIAL WARRANTY DEED

THIS DEED, made this 7th day of July 2000
between Redlands Mesa, LLC, a Colorado limited liability
company

of the County of Mesa and State of
Colorado, grantor(s) and The City of Grand
Junction, Colorado, a home rule municipality

whose legal address is 250 N. 5th Street
Grand Junction, CO 81501

of the County of Mesa and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of Ten Dollars (\$10.00) and other good
and valuable considerations DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents
do es grant, bargain, sell, convey and confirm unto the grantee(s), its/ successors heirs and 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:

Tracts A, B and C, Redlands Mesa Filing 1, according to the Final Plat thereof
recorded #1957570 17 July, 2000 in Plat Book 17 at Page 354, Reception
No. 1957570, excepting from said Tract A that portion, if any, lying within
the road conveyed to Mesa County, Colorado by instrument recorded October 1, 1971
in Book 964 at Page 653.

RESERVING AND GRANTING, HOWEVER, to Grantor, to Redlands Mesa Master Association,
and to the owner from time to time of Golf Blocks 12 through 17, Redlands Mesa
Filing 1, the easements described on Exhibit A attached hereto and made a part
hereof by this reference.

SUBJECT always to the acknowledgement of the risks associated with errant golf
balls set forth on said attached Exhibit A.

~~ASSIGNMENT OF INTEREST AND EASEMENTS~~
~~ASSIGNMENT OF INTEREST AND EASEMENTS~~

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, 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 grantee(s),
its/ successors heirs and assigns forever. The grantor(s), for it self ; its heirs, personal representatives,
successors and assigns, do es covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the
above bargained premises in the quiet and peaceable possession of the grantee(s), its/ successors heirs and assigns, against all and every
person or persons claiming the whole or any part thereof, by, through or under the grantor(s), except and subject to*

IN WITNESS WHEREOF, the grantor(s) ha s executed this deed on the date set forth above.

Redlands Mesa, LLC, a Colorado limited
liability company

By: David R. Slemmon
David R. Slemmon, Manager

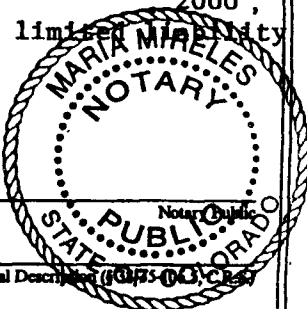
STATE OF COLORADO

County of Eagle

The foregoing instrument was acknowledged before me this 7th day of July 2000,
by David R. Slemmon as Manager of Redlands Mesa, LLC, a Colorado limited liability
company.

Witness my hand and official seal.
My commission expires: 7/03/03

Maria Mireles



~~WITNESS MY HAND AND OFFICIAL SEAL~~
See attached Grantee Acceptance

*those matters set forth on Exhibit B Name and Address of Person Creating Newly Created Legal Description (FCR 75-001, C Reg)
attached hereto and made a part hereof by this reference.

no consideration

42838

GRANTEE ACCEPTANCE

By its acceptance and recording of this Special Warranty Deed, and in consideration thereof and as an express inducement to Grantor's execution and delivery hereof, Grantee, for itself and its successors and assigns forever in the ownership of all or any portion of said Tracts A, B and C, hereby accepts said Special Warranty Deed subject to all matters set forth herein and in Exhibits A and B attached hereto.

Executed this 17th day of July, 2000.

GRANTEE:

The City of Grand Junction, Colorado

By: Gene Kinsey Mayor

STATE OF Colo)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 17th day of July, 2000, by Gene Kinsey as Mayor of The City of Grand Junction, Colorado, a home rule municipality.

Witness my hand and official seal.

My commission expires:

My Commission expires:
March 10, 2001

[Signature]
Notary Public

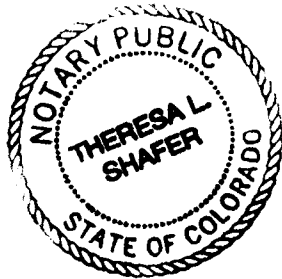


EXHIBIT A**RESERVED EASEMENTS AND ACKNOWLEDGMENT
OF HAZARDS OF ERRANT GOLF BALLS**

1. **Utility and Drainage Easements.** Grantor hereby creates, grants and reserves to itself, to the Redlands Mesa Master Association, and to the owner from time to time of Golf Blocks 12 through 17, Redlands Mesa Filing 1, according to the recorded Final Plat thereof (the "Golf Land"), perpetual, non-exclusive blanket easements over, upon, across and under Tracts A, B and C: (a) for the installation, operation, maintenance, repair and replacement of such underground utility lines and appurtenances thereto as may be necessary or appropriate for the development, improvement and use of the lands in Redlands Mesa Filing 1 (and in any subsequent Filings therefor) or any portion thereof, provided that promptly following completion of any such utility activity the party exercising these easement rights shall restore any disturbed areas as closely as possible to the condition existing prior to the commencement of the work at the sole cost of the exercising party; and (b) for the continuation of historic and/or other natural drainage flows and systems and for the installation, operation, maintenance, repair and replacement of drainage facilities for the purpose of draining Redlands Mesa Filing 1 or any part thereof onto or across Tracts A, B and C, provided that immediately following completion of any such drainage activity the party exercising these easement rights shall restore any disturbed areas as closely as possible to the condition existing prior to the commencement of the work at the sole cost of the exercising party. These blanket easements shall in no way restrict the owner of Tracts A, B and C in the use and enjoyment of said Tracts A, B and C, except that utility facilities and drainage facilities shall not be interfered with or damaged in any manner by the owner of Tracts A, B and C once they are actually installed, except as required by the utility or operator.

2. **Golf Course Play Easement.** Grantor hereby creates, grants and reserves to the owner from time to time of the Golf Land and the users of the golf course to be constructed thereon, a perpetual, non-exclusive easement over and across Tracts A, B and C for the following purposes:

a. Retrieval of golf balls that are visible from the fairway, including the right to enter upon the Tracts to accomplish such retrieval. Golf balls lying in the Tracts can only be picked up and returned to the fairway, and may not be hit out of the Tracts. Grantee may construct fences along any portion of the common boundary between the Golf Land and any Tract, provided that such fences are consistent with the Design Guidelines for Redlands Mesa. Gaps shall be provided in any such fences for ball retrieval purposes. Persons retrieving golf balls from the Tracts shall behave in a courteous and respectful manner, shall cause no noise or other disturbances or nuisances, and shall be liable for any damages or injuries that may result from their presence upon the Tracts.

Notwithstanding the foregoing, no entry shall be allowed into, and no golf balls may be retrieved from, any internal portion of a Tract that is enclosed by a privacy fence or other landscaping barrier. A sign indicating "No Ball Retrieval Beyond This Point" may be located on such privacy fence or barrier.

- b. Flight of golf balls over, across, and upon the Tracts;
- c. Doing of every act necessary and incident to the playing of golf and other recreational activities on the Golf Land, including, but not limited to, the creation of usual and common noise levels associated with such recreational activities;
- d. Creation of noise related to maintenance, operation and improvements or alterations to the golf course, including, but not limited to, the operation of mowing and spraying equipment, which may occur from early morning until late evening; and
- e. An easement for the over-spray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Tracts located adjacent to the Golf Land.

3. Hazards of Errant Golf Balls. Grantee, for itself and its successors and assigns in the ownership of all or any portion of Tracts A, B and C, and for all subsequent users of Tracts A, B and C or any part thereof, hereby acknowledges and agrees that the existence of a golf course on the Golf Land is beneficial and highly desirable. However, Grantee also acknowledges and agrees that portions of Tracts A, B and C located adjacent to the Golf Land are subject to the risk of property damage, personal injury or death due to errant golf balls. Accordingly, Grantee for itself, its successors and assigns in the ownership of all or any portion of Tracts A, B and C, and for all subsequent users of Tracts A, B and C or any part thereof, hereby: Waives its rights, and the rights of any person claiming through it, to make claims for property damage, personal injury or death; and releases the Grantor and the owner of the Golf Land and their respective successors and assigns from any and all liability arising from any claim the Grantee or any person claiming through Grantee has or may have for property damage, personal injury or death caused by errant golf balls in, on or around Tracts A, B and C. Nothing contained herein shall be deemed to limit the liability of an individual golfer who has struck an errant golf ball for any property damage, personal injury or death.

EXHIBIT B**EXCEPTIONS FROM DEED WARRANTIES**

1. General taxes and assessments for the year 2000 and subsequent years.
2. Right of way for ditches or canals constructed by the authority of the United States together with the right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to intersect said premises as reserved in United States Patent recorded September 29, 1910 in Book 163 at Page 32 (affects portion of Tract C lying within S1/2SW1/4 Section 17-1S-1W, Ute Meridian).
3. Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patents recorded June 8, 1912 in Book 163 at Page 219 (affects portion of Tract B lying within E1/2SE1/4 Section 19-1S-1W, Ute Meridian); January 24, 1912 in Book 163 at Page 298 (affects portion of Tract B lying within SW1/4NW1/4 of Section 20-1S-1W, Ute Meridian; and portion of Tract C lying within N1/2NW1/4 of said Section 20); July 7, 1913 in Book 163 at Page 343 (affects portion of Tract A lying within N1/2SE1/4 Sec. 20-1S-1W, Ute Meridian); December 10, 1919 in Book 230 at Page 113 (affects portion of Tract B lying within N1/2SW1/4; and portion of Tract A lying within SW1/4SW1/4 Sec. 20-1S-1W, Ute Meridian); and December 10, 1919 in Book 230 at Page 143 (affects portion of Tract A lying within SE1/4SW1/4; S1/2SE1/4 Sec. 20-1S-1W, Ute Meridian).
4. The right to excavate a portion of Tract A lying within the SW1/4SW1/4 of Section 20, Township 1 South, Range 1 West, Ute Meridian, as conveyed to The Chamber of Commerce of Grand Junction, Colorado, Incorporated, by instrument recorded May 2, 1925, in Book 270 at Page 230.
5. One-half of all royalty payments received from the sale of all oil and gas produced and saved from that portion of Tract C lying within S1/2SW1/4 of Section 17, Township 1 South, Range 1 West, Ute Meridian, as reserved by Carl S. Sigmon and Cora Elizabeth Sigmon in Deed recorded January 29, 1960, in Book 774 at Page 11, and any and all assignments thereof or interests therein.
6. Covenants, conditions and restrictions, but omitting therefrom any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons, as set forth in instrument recorded October 5, 1961, in Book 811 at Page 585. Modification(s) of said covenants, conditions and restrictions recorded December 11, 1961, in Book 816 at Page 18 (affects portion of Tract C lying within SE1/4SW1/4 of Section 17).

7. All matters set forth on the Final Plat of Redlands Mesa Filing 1 recorded 17 July, 2000 in Plat Book 17 at Page 354, Reception No. 1957570, including without limitation the dedication of said Tracts A, B and C as public open space for the use of the public forever for open space and recreational purposes.
8. Terms, conditions and restrictions set forth in Agreement for Restrictions on Use of Open Space in Redlands Mesa Planned Unit Development recorded 17 July, 2000 in Book 2730 at Page 54. #1957575
9. Terms, conditions and restrictions set forth in Declaration of Golf Course and Community Area Easements recorded 17 July, 2000 in Book 2730 at Page 44. #1957574