

WARRANTY DEED

THIS DEED, dated August 24, 2005 between James P. Jeffryes, whose legal address is 2683 Del Mar Drive, Grand Junction, Colorado 81506-1721, grantor, and THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, whose legal address is 250 North 5th Street, Grand Junction, Colorado 81501, of the County of Mesa and State of Colorado, grantee:

NO DOCUMENTARY FEE REQUIRED

BK 3976 PG 501

2271780 BK 3976 PG 501-503

08/25/2005 01:57 PM

Janice Ward CLK&REC Mesa County, CO

RecFee \$15.00 SurChg \$1.00

DocFee EXEMPT

WITNESS, that the grantor, for and in consideration of the sum of EIGHTY FOUR THOUSAND AND NO/100 DOLLARS (\$84,000.00), 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 grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Mesa, State of Colorado, described as follows:

Lot 2 in Block 13 of Benton Canon's First Subdivision to the City of Grand Junction.

also known by street and number as: 912 Struthers Avenue, Grand Junction, CO 81501 assessor's schedule or parcel number: 2945-231-17-016

TOGETHER with all and singular the hereditaments and appurtenances thereto 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, 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, its successors and assigns forever. The grantor, for himself and for his heirs, successors and assigns, does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, he 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 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 whatsoever, SUBJECT to the reservation by grantor of a non-exclusive easement upon the premises and for the specifically limited purposes described in Exhibit "A" attached hereto and incorporated herein by reference.

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

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

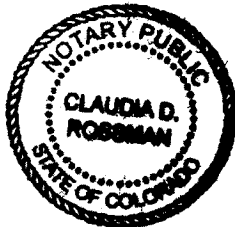
James P. Jeffryes (signature)

STATE OF COLORADO )
)ss.
County of Mesa )

The foregoing instrument was acknowledged before me this 24 day of August, 2005, by James P. Jeffryes.

My commission expires: 10/17/2006
Witness my hand and official seal.

Claudia D. Rosman (signature)
Notary Public



WHEN RECORDED RETURN TO:
H.C. PECK & ASSOCIATES, INC.
ATTN: MICHELLE SPENCER
P.O. BOX 480306
DENVER, CO 80248-0306

Riverside Parkway Parcel No. E-74

**EXHIBIT "A"**

James P. Jeffryes, grantor in the foregoing Warranty Deed, hereinafter referred to as "Jeffryes", reserves unto himself and unto his heirs, successors and assigns, an Easement on, along, over, under, through and across the following described premises for the purposes of operating, maintaining, repairing and replacing an existing pad mounted electric transformer, to wit:

Beginning at the Northwest Corner of Lot 2 in Block 13 of Benton Canon's First Subdivision to the City of Grand Junction, Mesa County, Colorado;  
 Thence East along the North boundary line of said Lot 2 a distance of 10.00 feet;  
 Thence leaving the North boundary line of said Lot 2, South a distance of 10.00 feet;  
 Thence West a distance of 10.00 feet to a point on the West boundary line of said Lot 2;  
 Thence North along the West boundary line of said Lot 2 a distance of 10.00 feet to the Point of Beginning.

**TOGETHER** with the right of reasonable ingress and egress to and from said easement for maintenance and repair purposes, subject to the following terms, covenants, conditions, restrictions, duties and obligations:

1. **Express Limitations.** Jeffryes' utilization of the reserved Easement shall be specifically limited to the operation, maintenance, repair and replacement of a pad mounted electric transformer, together with underground electric lines that enter and exit said transformer, for the use and benefit of two (2) certain tracts of real property owned by Jeffryes, etal. ("Dominant Estate"), and no others, which properties are described in Exhibit "B" attached hereto and incorporated herein by reference. The easement rights herein reserved by Jeffryes do not include the right to expand utilization of the Easement or otherwise alter or modify the Easement for any other purposes.
2. **Standard of Care.** Jeffryes' work and act of maintaining, repairing and replacing the facilities authorized to be in the Easement shall be performed with the highest standard of care; the surface and condition of the ground and any improvements adjacent to the Easement shall not be disturbed without the prior written consent of the City of Grand Junction or any successor in title to the real property described in the foregoing Warranty Deed. In the event Jeffryes disturbs the surface and condition of the ground adjacent to the Easement or disturbs, damages or destroys any improvements adjacent to the Easement Jeffryes shall, at Jeffryes' sole cost and expense and within a reasonable time not to exceed thirty (30) days, substantially restore, repair or replace the disturbed areas and/or improvements to their original level and condition. All damages to persons or property resulting from the failure to exercise due care, or other higher standard of care as may be applicable, shall be paid for and repaired at the expense of Jeffryes.
3. **Abandonment/Automatic Termination.** In the event of permanent abandonment of the Easement by Jeffryes, all rights, privileges and interests herein reserved by Jeffryes shall automatically terminate. Permanent abandonment shall have occurred if Jeffryes or Jeffryes' heirs, successors and assigns, shall fail to use the Easement for any consecutive twelve (12) month period.
4. **General Indemnification.** Jeffryes hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold the City of Grand Junction, its officers, employees, agents and assets harmless from any and all claims, costs, judgments, awards or liability, including reasonable attorneys' fees and costs, to any person or with regard to any property, including claims arising from injury or death, resulting from Jeffryes' gross negligence or willful act or failure to act.
5. **Damage or Destruction.** In the event the Easement and/or the facilities authorized to exist within the Easement become damaged due to fire, flood or other casualty, or if the Easement and/or the facilities authorized to exist within the Easement deteriorate to the extent that they are no longer functional for the Jeffryes' purposes, the City shall have no obligation to repair the Easement or the facilities situate thereon nor to otherwise make the Easement usable or occupiable, since such damages shall be at Jeffryes' own risk.
6. **City's Use of the Servient Estate.** The City shall have the right to use and occupy the real property burdened by the Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the Easement rights herein reserved by Jeffryes.

END OF EXHIBIT "A"

Initial 

Initial 

**EXHIBIT "B"**

**Description of the Dominant Estate**

**Parcel No. 1:**

**Current Owner of Record:** 859 Struthers, LLC, a Colorado limited liability company.

**Property Address:** 859 Struthers Avenue, Grand Junction, Colorado 81501.

**Mesa County Tax Schedule Number:** 2945-234-18-001

**Legal Description:** Lot 1 in JEFFRYES SIMPLE SUBDIVISION, situate in the Southeast  $\frac{1}{4}$  of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, recorded in the office of the Mesa County Clerk and Recorder on May 2, 2002, in Plat Book 18, Page 393, Reception No. 2054147.

**Parcel No. 2:**

**Current Owner of Record:** 905 Struthers, LLC, a Colorado limited liability company.

**Property Address:** 905 Struthers Avenue, Grand Junction, Colorado 81501.

**Mesa County Tax Schedule Number:** 2945-234-18-002

**Legal Description:** Lot 2 in JEFFRYES SIMPLE SUBDIVISION, situate in the Southeast  $\frac{1}{4}$  of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, recorded in the office of the Mesa County Clerk and Recorder on May 2, 2002, in Plat Book 18, Page 393, Reception No. 2054147.

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**END OF EXHIBIT "B"**