

2251841 BK 3889 PG 612-613
05/04/2005 11:31 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$10.00 SurChg \$1.00
DocFee EXEMPT

WARRANTY DEED

NO DOCUMENTARY FEE
REQUIRED

THIS DEED, dated April 29, 2005,
between **P & L Properties, LLC, a Colorado Limited Liability
Company**, whose legal address is 101 South 3rd Street, Suite 360, Grand
Junction, Colorado 81501, 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:

WITNESS, that the grantor, for and in consideration of the sum of **FOUR THOUSAND TWO
HUNDRED THIRTY NINE AND NO/100 DOLLARS (\$4,239.00)**, 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, a tract or
parcel of land for Public Roadway and Utilities Right-of-Way Purposes, situate, lying and being in the
County of Mesa, State of Colorado, described as follows:

See Exhibit "A" for Parcel A-7, dated February 14, 2005, attached hereto and incorporated
herein by reference.

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 itself and for its
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, grantor 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
soever, except all oil, gas and other minerals not owned by grantor.

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.

**P & L Properties, LLC,
a Colorado Limited Liability Company**

By: [Signature]
P.J. McGovern, Manager

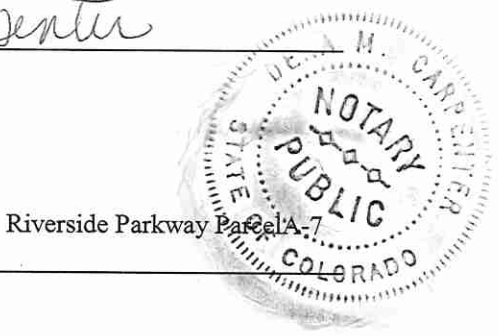
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 29th day of April, 2005, by
P.J. McGovern as Manager of P & L Properties, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.
My commission expires: 1-15-09

Dena Carpenter
Notary Public

WHEN RECORDED RETURN TO:
H.C. Peck & Associates, Inc.
Attn: Patty Valdez
P.O. Box 480306
Denver, CO 80248-0306



PROPERTY DESCRIPTION

Parcel A-7Rev

A parcel of land being a portion of the tract of land described in Book 3483 at Page 773, Mesa County Clerk and Recorder's Office less and except any part lying within River Road, lying in the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 5, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 5 (a found 2-1/2" Aluminum Pipe with 3-1/4" Aluminum Cap "DH SURVEYS INC E1/16 S5 S8 2001 LS 24306") whence the south quarter corner of said Section 5 (a found unmarked 2-1/2" Brass Cap) bears S89°57'13"W (Basis of Bearing-assumed) a distance of 1328.22 feet;

THENCE N83°42'31"E a distance of 359.74 feet to the southeasterly line of said tract of land described in Book 3483 at Page 773, being the POINT OF BEGINNING:

THENCE N21°02'15"W a distance of 51.54 feet;

THENCE S56°32'11"E along the northeasterly line of said tract of land described in Book 3483 at Page 773 a distance of 41.96 feet;

THENCE S33°27'54"W along the southeasterly line of said tract of land described in Book 3483 at Page 773 a distance of 29.93 feet to the POINT OF BEGINNING.

Containing 628 square feet, (0. 014 Acres), more or less.

Prepared by:

Date: 2/14/05 24961

Marla Mellor McOmber, PLS 24961

For and on behalf of Carter & Burgess, Inc.

H. C. PECK & ASSOCIATES, INC.

**Title Services Group
2399 Blake St., Suite 180
Denver, CO 80205
(303) 623-6112
Fax (303) 623-6301**

AFFIDAVIT AND INDEMNITY TO H. C. PECK & ASSOCIATES, INC.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned property legally described as: See Attached Exhibit "A"

Known by Street and Number as: 2383 River Road, Grand Junction, CO 81501

Known by Mesa County Tax Schedule Number: 2945-054-00-044

2. The undersigned further represent that to it's actual knowledge and belief, there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. It further represents that to it's actual knowledge and belief, there are no pending proceedings or unsatisfied judgments of record, in any Court, State or Federal, nor any tax liens filed against us, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.
4. The undersigned further represent that there are no unrecorded contracts, leases, easements or other agreements or interests relating to said premises of which we have knowledge.
5. It further represents that to it's actual knowledge and belief, it's in sole possession of the real property described herein subject to the recorded items under the subject commitment for title insurance.
6. The undersigned further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of the title commitment.

The undersigned affiant(s) know the matters herein stated are true and indemnifies H.C. Peck & Associates, Inc. against any loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the acquisition by the City of Grand Junction of the above described premises, and is given in addition to the possession and use documents and/or the conveyance of the premises in consideration for the possession and use and/or conveyance, and forms a complete agreement by itself for any action thereon.

Signed this 29th day of April 2005

Owner

P & L Properties, LLC, a Colorado Limited Liability Company

By: 

Title: Managing Member

H. C. PECK & ASSOCIATES, INC.
TITLE SERVICES GROUP

2399 Blake St.
Suite 180
Denver, CO 80205
(303) 623-6112
FAX (303) 623-6301

REAL ESTATE TAX/ASSESSMENT AGREEMENT

It is hereby understood and agreed that general taxes for the year of closing have been prorated in the amount of \$125.00 pro-ration for the tax year 2005 attached described property based on the following information:

- () Taxes for the calendar year immediately preceding closing in the amount
- () Most recent Mill Levy of _____
Most recent Assessment of \$ _____
- (X) Other: **The 2nd half of the 2004 taxes due is \$10,590.86 and will be the responsibility of the Property owner.**

Seller warrants that property IS NOT subject to a pending tax protest and/or appeal.

It is agreed by the undersigned that the above adjustment shall be:

- (X) Considered a final settlement.
- () Re-adjusted between the Buyer(s) and Seller(s) when the tax statement is available from the County Treasurer.
- () Re-adjusted between the Buyer(s) and Seller(s) as to any changes in the unimproved land assessment or mill levy.

The above figure(s) were obtained orally from the County Assessor and/or Treasurer's office. H.C. Peck & Associates, Inc. is hereby released from any and all liability in the event the County Assessor and/or Treasurer misquoted the prior year's tax, the assessment and/or mill levy figures. H.C. Peck & Associates, Inc. assumes no responsibility for pursuing and effectuating any re-adjustments. H. C. Peck & Associates, Inc. is released from any and all responsibility for said re-adjustment.

H. C. Peck & Associates, Inc. assumes no responsibility for the adjustment of special taxes or assessments or for the exception of these items in the conveyance. Seller hereby warrants that special assessments affecting subject property, including but not limited to Homeowners Association dues or assessments, are paid in full, except as reflected on the statements of settlement.

Signed this 29th day of April 2005

P & L Properties, LLC, a Colorado Limited Liability Company

By: _____

Title: Managing Member

City of Grand Junction,
A Colorado home rule municipality

By: _____

James L. Shanks, PE & PLS
Riverside Parkway Project Manager

Title: _____