

**WARRANTY DEED**

This Warranty Deed made this 28 day of December, 2012 by and between **Roan Creek Land & Cattle Co., LLC, a Colorado limited liability company, ("Grantor")**, whose address is 1979 Broadway, Grand Junction, Colorado 81507, for and in consideration of Three Hundred Seventy-seven Thousand Two Hundred Eighty and 72/100 Dollars, (\$377,280.72) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to the **City of Grand Junction, a Colorado home rule municipality, ("Grantee")**, whose address is 250 N. 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, the following described tract or parcel of land for Public Roadway Right-of-Way purposes, as described on attached **Exhibit "A"** incorporated herein.

Containing 72,276 square feet or 1.66 Acres, more or less, as described herein and depicted on **Exhibit "B"**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 28 day of December, 2012.

Roan Creek Land & Cattle Co., LLC  
a Colorado Limited Liability Company

By: Ivan D. Geer  
Ivan D. Geer, Manager and Member

State of Colorado )  
                                  )ss  
County of Mesa     )

The foregoing instrument was acknowledged before me this 28 day of December, 2012 by Ivan D. Geer, as Manager and Member of Roan Creek Land & Cattle Co., LLC, a Colorado Limited Liability Company.

My commission expires 8-12-13.

Witness my hand and official seal.

Julie Hiltbrand  
Notary Public



13/1/12

**SHEET 1 OF 3**



### EXHIBIT "A"

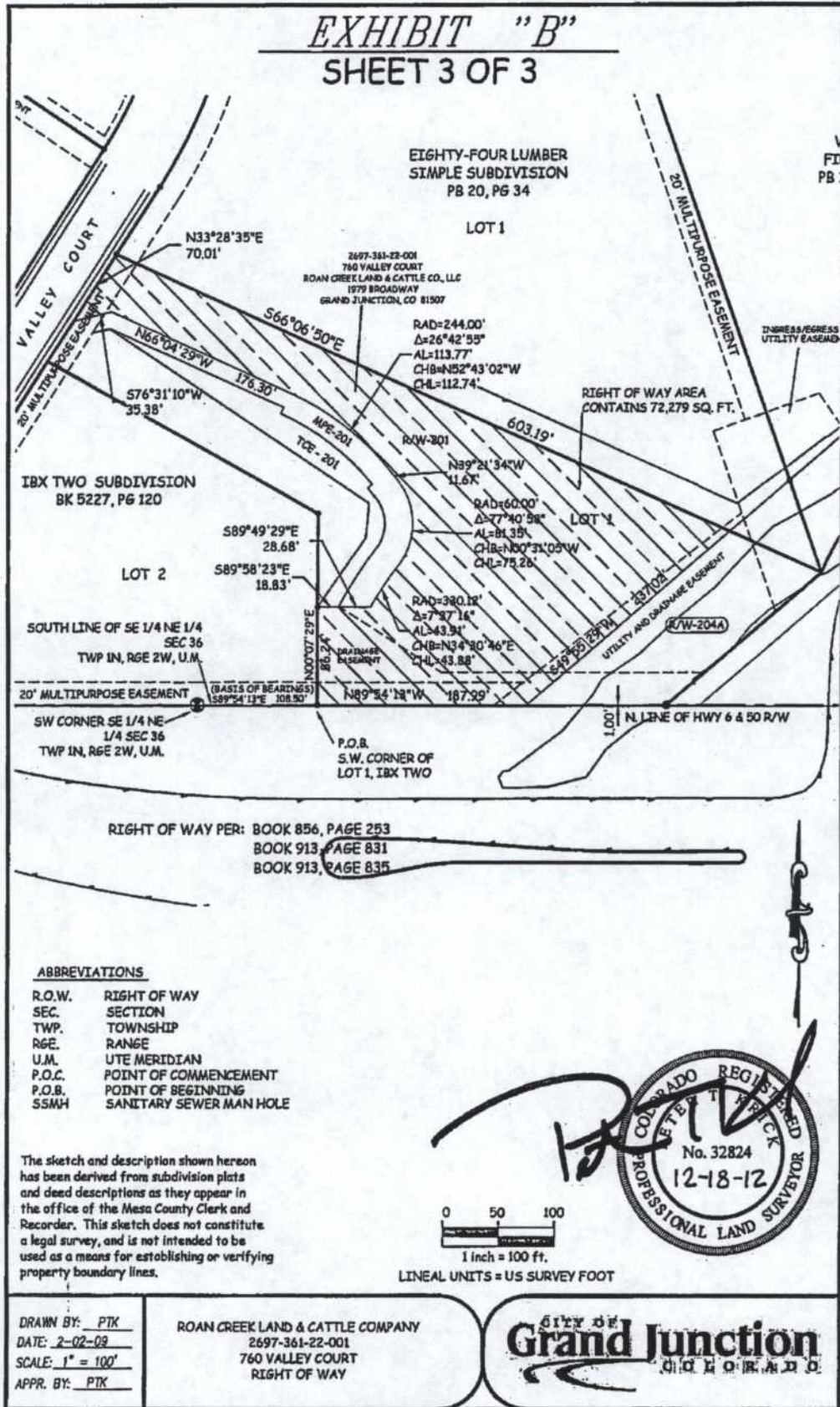
A certain parcel of land lying in the Northeast Quarter (NE 1/4) of Section 36, Township 1 North, Range 2 West of the Ute Principal Meridian, being a portion of Lot 1, IBX Two Subdivision, as same is recorded in Book 5227, Page 120, public Records of Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Southwest Corner of said Lot 1, IBX Two Subdivision and assuming the South line of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 36 bears S 89°54'13" E and all other bearings contained herein are relative thereto; thence from said Point of Beginning, N 00°07'29" E along the West line of said Lot 1, a distance of 86.24 feet; thence S 89°58'23" E a distance of 18.83 feet; thence S 89°49'29" E a distance of 28.68 feet to a point being the beginning of a 330.12 foot radius curve, concave Southeast, whose long chord bears N 34°30'46" E a distance of 43.88 feet; thence Northeasterly along the arc of said curve, through a central angle of 07°37'16" an arc distance of 43.91 feet to a point being the beginning of a 60.00 foot radius curve, concave Westerly, whose long chord bears N 00°31'05" W a distance of 75.26 feet; thence Northerly along the arc of said curve, through a central angle of 77°40'58" an arc distance of 81.35 feet; thence N 39°21'34" W a distance of 11.67 feet to a point being the beginning of a 244.00 foot radius curve, concave Southwest, whose long chord bears N 52°43'02" W a distance of 112.74 feet; thence Northwesterly along the arc of said curve, through a central angle of 26°42'55" an arc distance of 113.77 feet; thence N 66°04'29" W a distance of 176.30 feet; thence S 76°31'10" W a distance of 35.38 feet to a point on the West line of Lot 1 of said IBX Two Subdivision; thence N 33°28'35" E along the West line of Lot 1 of said IBX Two Subdivision, a distance of 70.01 feet to the Northwest corner of Lot 1 of said IBX Two Subdivision; thence S 66°06'50" E along the North line of Lot 1 of said IBX Two Subdivision, a distance of 603.19 feet to a point on the Northerly line of that certain 100 foot wide parcel of land described in Book 230, Page 11, Public Records of Mesa County, Colorado; thence S 49°55'29" W along said Northerly line, a distance of 237.02 feet to a point on the South line of Lot 1 of said IBX Two Subdivision; thence N 89°54'13" W along said Southerly line, a distance of 187.99 feet, more or less, to the Point of Beginning.

CONTAINING 72,276 Square Feet or 1.66 Acres, more or less, as described.



**EXHIBIT "B"**  
**SHEET 3 OF 3**





# Abstract & Title Company of Mesa County

605 25 Road, Suite 201  
Grand Junction, CO 81505

PHONE: 970-242-8234

FAX: 970-241-4925

## PURCHASERS SETTLEMENT STATEMENT

CASE NO.: 134CEM

SETTLEMENT DATE: December 28, 2012

DATE OF PRORATION: December 28, 2012

PROPERTY ADDRESS: 760 Valley Court  
Grand Junction, CO 81505

SELLER: Roan Creek Land & Cattle Co., LLC, a  
Colorado Limited Liability Company

PURCHASER: The City of Grand Junction, a Colorado  
home rule municipality

LEGAL DESCRIPTION: Lot 1, IBX Two Subdivision, County of  
Mesa, State of Colorado.

DESCRIPTION	DEBIT	CREDIT
Contract Sales Price	\$478,337.00	
Settlement or closing fee to Abstract & Title Company of Mesa County	\$300.00	
Title insurance to Abstract & Title Company of Mesa County	\$841.00	
Tax Certificate End to Abstract & Title Company of Mesa County	\$15.00	
Warranty Deed Recording Fee to eTRCO, LLC	\$16.00	
E-Recording Fee to eTRCO, LLC	\$20.00	
Quit Claim Deed Recording Fee to eTRCO, LLC	\$16.00	
Recording Fee for Easements to eTRCO, LLC	\$47.00	
Sub-totals	\$479,592.00	\$0.00
Balance Due From Purchaser		\$479,592.00
TOTALS	\$479,592.00	\$479,592.00

### APPROVED AND ACCEPTED

Sales or use taxes on personal property not included ABSTRACT & TITLE COMPANY OF MESA COUNTY assumes no responsibility for the adjustment of special taxes or assessments unless they are shown on the Treasurer's Certificate of Taxes Due. The condition of title to the property is to be determined by reference to the title evidence provided by Seller or by personal investigation. The above statement of settlement is approved as of the settlement date shown above and Escrow Holder is hereby authorized to disburse as Trustee funds as indicated.

Purchaser

The City of Grand Junction, a Colorado home rule  
municipality

  
D. Paul Jagim, Project Engineer City of Grand Junction

Closing Agent

  
Abstract & Title Company of Mesa  
County

# Abstract & Title Company of Mesa County

605 25 Road, Suite 201  
Grand Junction, CO 81505

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Purchaser

The City of Grand Junction, a Colorado home rule  
municipality

  
D. Paul Jagim, Project Engineer City of Grand Junction

Closing Agent

  
Abstract & Title Company of Mesa  
County



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CL8-8-10) (Mandatory 1-11)  
THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

## CLOSING INSTRUCTIONS

DATE: December 28, 2012

**1. PARTIES, PROPERTY.** Roan Creek Land & Cattle Co., LLC, a Colorado Limited Liability Company, Seller, and The City of Grand Junction, a Colorado home rule municipality, Buyer, engage Abstract & Title Company of Mesa County, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the property known as No.:

760 Valley Court, Grand Junction, CO 81505

And more fully described in the Contract to Buy and Sell Real Estate dated **December 11, 2012**, including any counterproposals and amendments (Contract).

**2. INFORMATION, PREPARATION.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare, deliver and record those documents (excluding legal documents) that are necessary to carry out the terms and conditions of the Contract.

**3. CLOSING FEE.** Closing Company will receive a fee not to exceed **\$300.00** for providing these closing and settlement services.

**4. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 8, 9 and 10.

**5. DISBURSER.** Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before closing. All parties agree that no one other than the disbursing party can assure that payoff of loans and other disbursements will actually be made.

**6. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of closing as indicated:

( ) Cashier's Check, at Seller's expense ( ) Funds Electronically transferred (wire transfer) to an account specified by Seller, at Seller's expense (X) Closing Company's Trust Account Check

**7. CLOSING STATEMENT.** Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of closing.

**8. FAILURE OF CLOSING.** If closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer shall be voided by Closing Company, with the original(s) returned to Buyer and a copy to Buyer's lender.

**9. RETURN OF EARNEST MONEY.** Except as otherwise provided in § 10, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

**10. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

**11. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

**12. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company shall submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer completes any required form.

**13. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

**14. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.): **Deeds shall be prepared by the City of Grand Junction**

**15. COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

**16. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

**17. NOTICE, DELIVERY AND CHOICE OF LAW.**

**17.1 Physical Delivery.** Except as provided in § 17.2, all notices must be in writing. Any notice or document to Buyer shall be effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with the Seller. Any notice or document to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing Company.

**17.2 Electronic Delivery.** As an alternative to physical delivery, any signed documents and written notice



may be delivered in electronic form by the following indicated methods only: ( ) Facsimile ( ) E-mail ( ) Internet ( ) No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

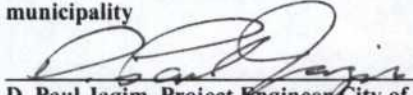
**17.3 Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

Date: 12/28/2012

Buyer's Name:

Buyer's Name:

The City of Grand Junction, a Colorado home rule municipality



D. Paul Jagim, Project Engineer City of Grand Junction

Address: 250 N. 5th Street  
Grand Junction, CO 81501

Phone:

Fax:

Email Address:

Address:

Phone:

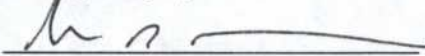
Fax:

Date: 12/28/2012

Seller's Name:

Seller's Name:

Roan Creek Land & Cattle Co., LLC, A Colorado Limited Liability Company



Ivan D. Geer, Manager/Member

Address: 1979 S. Broadway  
Grand Junction, CO 81507

Phone:

Fax:

Email Address:

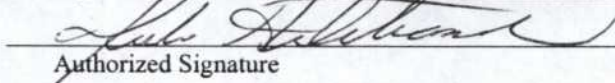
Address:

Phone:

Fax:

Date: 12/28/2012

Closing Company's Name: Abstract & Title Company of Mesa County



Authorized Signature

Escrow Officer

Address: 605 25 Road, Suite 201, Grand Junction, CO 81505

Phone No.: 970-242-8234

Fax No.: 970-241-4925

Email Address julie@abstracttitle.biz

## MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R015097  
Parcel 269736107003

Certificate Number 23319  
Acres 0.00  
Order Number  
Vendor ID ABST  
ABSTRACT & TITLE  
1114 N 1ST ST., STE 201  
GRAND JUNCTION, CO 81501

Assessed To  
ROAN CREEK LAND AND CATTLE CO LLC  
1979 BROADWAY  
GRAND JUNCTION, CO 81507-9588

Legal Description		Situs Address		
LOT 13-C IBX SUB SEC 36 1N 2W - 3.23AC		760 VALLEY CT		
Year	Charges	Billed	Payments	Balance
2011	Tax	\$11,021.92	\$11,021.92	\$0.00
<b>Grand Total Due as of 12/18/2012</b>				<b>\$0.00</b>

Tax Billed at 2011 Rates for Tax Area 10300 - 10300

Authority	Mill Levy	Amount	Values	Actual	Assessed
COLORADO RIVER WATER	0.2280000*	\$41.86	COMMERCIAL	\$633,150	\$183,610
MESA CNTY ROAD BRIDGE-GJ	0.2215000	\$40.67	VACANT LOTS		
CITY OF GRAND JUNCTION	8.0000000	\$1,468.88	Total	\$633,150	\$183,610
GRAND VALLEY DRAINAGE DIST	1.2050000	\$221.25			
LIBRARY DISTRICT	3.0000000	\$550.83			
MESA COUNTY	11.8300000	\$2,172.12			
COUNTY RD-BRIDGE-1/2 LEVY	0.2215000	\$40.67			
SCHOOL DIST#51 GEN	29.1830000	\$5,358.28			
SCHOOL DIST# 51 BOND	5.6400000	\$1,035.56			
UTE WATER CONSERVANCY	0.5000000	\$91.80			
<b>Taxes Billed 2011</b>	<b>60.0290000</b>	<b>\$11,021.92</b>			

\* Credit Levy

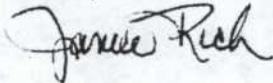
All tax lien sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates: Personal Property and Mobile Homes, Real Property - September 1. Tax lien sale redemption amounts must be paid by cash or cashiers check.

Special taxing districts and the boundaries of such districts may be on file with the board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER, MESA COUNTY, JANICE RICH




Mesa County Treasurer  
Dept. 5027 - PO Box 20,000  
544 Rood Ave, Room 100  
Grand Junction CO 81502-5001



**TAX, TAX PRORATION, WATER, SEWER AND  
HOMEOWNER'S ASSOCIATION AGREEMENT**

PROPERTY: 760 Valley Court, Grand Junction, CO 81505

THE UNDERSIGNED, have read and understand the following, and by their signatures below, agree to the following:

**I. TAXES, TAX PRORATIONS**

Collected from seller the pro-rated share of the 2012 taxes in the amount of \$7,887.92. This proration was calculated based on:

Taxes for the calendar year immediately preceding closing.

An estimate of taxes based on the most recent mill levy and assessed value.

(X) Information provided Closing Agent from the Mesa County Treasurer (see attached email made a part of this document by reference)

**THIS ADJUSTMENT BETWEEN SELLER AND PURCHASER SHALL BE CONSIDERED A FINAL SETTLEMENT.**

Seller warrants that the above property IS NOT subject to a pending tax protest or appeal. Seller further warrants that special assessments, if any, affecting subject property are paid in full, except as reflected on the statement of settlement.

**II. WATER AND SEWER - Not Applicable**

Closing Agent has withheld \_\_\_\_\_ from Seller's proceeds to pay the final billing for any water and/or sewer charges. Any balance from the amount of the billing will be refunded to Seller.

Any payment for water and/or sewer charges will be made by Seller or Purchaser as they may agree. THE CLOSING AGENT IS HEREBY RELIEVED OF AND HELD HARMLESS FROM THIS RESPONSIBILITY.

**III. IRRIGATION WATER - Not Applicable**

The Secretary or Manager of the irrigation water company affecting subject property has provided VERBAL INFORMATION to the Closing Agent, and has indicated that, for the current year, the assessments of \_\_\_\_\_  has  has not been paid. The assessment  is  is not to be prorated between the Seller and Purchaser. A transfer fee (if applicable) is to be charged  Purchaser  Seller.

**IV. HOMEOWNER'S/CONDOMINIUM ASSOCIATION - Not Applicable**

The Secretary or Manager of the applicable homeowner's or condominium association has provided VERBAL OR WRITTEN INFORMATION to the Closing Agent, and has indicated that for the current assessable period, the assessment of \_\_\_\_\_  has  has not been paid. Also the assessment  is  is not to be prorated between the Seller and Purchaser.

**IF THE AMOUNTS WITHHELD BY CLOSING AGENT IS INSUFFICIENT TO PAY THE AMOUNTS DUE FROM SELLER FOR ANY OF THE ABOVE CHARGES, SELLER HEREBY AGREES TO PAY THE BALANCE DUE WHEN THAT AMOUNT BECOMES KNOWN.**

**SELLER**

Roan Creek Land & Cattle Co., LLC, A Colorado  
Limited Liability Company

  
Ivan D. Geer, Manager/Member

**PURCHASER**

The City of Grand Junction, a Colorado home rule  
municipality

  
Trent Pratt, City Engineering Manager



**Hiltbrand, Julie**

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**From:** Melinda Henderson <melinda.henderson@mesacounty.us>  
**Sent:** Thursday, December 27, 2012 5:45 PM  
**To:** Hiltbrand, Julie  
**Subject:** Proration on 2697-361-22-011

TAX SCHEDULE NUMBER 2697-361-22-011

<b>LAND</b>	\$171,800.00	
<b>IMPROVEMENTS</b>	\$0.00	
	\$171,800.00	
<b>OWNERSHIP AREA</b>	118483	
<b>ACQUISITION AREA</b>	89142	
<b>ASSESSED VALUE</b>		
<b>LAND</b>	1.44999705	\$171,800.00
<b>IMPROVEMENTS</b>	\$0.00	\$0.00
	1.44999705	
<b>TOTAL C</b>	\$129,255.64	\$171,800.00
<b>MILL LEVY</b>	0.061362	\$7,931.38
<b>PER DAY</b>		\$21.73
<b>TOTAL FOR 363 DAYS</b>		<b>\$7,887.92</b>

--  
*Melinda Henderson*

Deputy Treasurer  
Mesa County Treasurer's Office  
544 Rood Ave - 1st Floor  
PO Box 20,000  
Grand Junction CO 81502-5027  
Phone #970-244-1825  
Fax # (970) 244-1804  
[Melinda.Henderson@mesacounty.us](mailto:Melinda.Henderson@mesacounty.us)