

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 34-2021**

**A RESOLUTION ACCEPTING THE TRANSFER OF THE LIVING WORD  
PROPERTY BY THE TOWN OF PALMER LAKE AND AUTHORIZING THE  
RECORDING OF THE DEED EFFECTUATING SAID PROPERTY TRANSFER**

**WHEREAS**, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

**WHEREAS**, the Town has been offered the transfer of certain real property and personal property owned by the Living Word Chapel; and

**WHEREAS**, the Living Word Chapel has delivered to the Town an executed Warranty Deed effectuating such transfer; and

**WHEREAS**, the Town Board of Trustees wishes to accept the Warranty deed for the Living Word Chapel Property.


**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**


1. The Town Board of Trustees hereby accepts the Warranty Deed for the Real Property and the Bill of Sale for the Personal Property in the form of the attached hereto as Exhibit A and B respectively, and thereby accepts the Property for ownership by the Town.
2. The Town Staff are hereby authorized and directed to record such Warranty Deed and Bill of Sale with the County Clerk and Recorder.
3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
4. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 24TH DAY OF JUNE 2021.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO

  
\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

BY:   
\_\_\_\_\_  
William Bass  
Mayor

## WARRANTY DEED

THIS DEED is made this 8th day of June, 2021 by the LIVING WORD CHAPEL, a Colorado nonprofit corporation ("Grantor"), for the benefit of TOWN PALMER LAKE, COLORADO, a Colorado municipal corporation, of the County of El Paso and State of Colorado ("Grantee"), whose legal address is 290 Highway 105, P.O. Box 977, Palmer Lake, Colorado 80133.

**WITNESSETH**, That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, 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, his heirs and assigns forever, all the real property, together with improvements, of any, situate, lying, and being in the County of El Paso and State of Colorado described as follows:

290, 350, Highway 105 & 0 Laughing Water, Palmer Lake, CO 80133, Schedule Numbers: 7105400005, 7108100016, 7108126009

290 Highway 105: TRACT IN SE4SE4 SEC 5-11-67 AS FOLS, BEG AT SE COR OF SD SEC, TH N 202 FT TO STATE HWY 105, NWLY ALG SLY LN OF SD HWY 775.8 FT, S 646.2 FT TO S LN OF SD SEC, TH E ONSD S LN 646 FT TO POB

350 Highway 105: THAT PART OF NE4NE4 LYNTLYOF PINE CREST TRI-DIST ASSEMBLY GRNDS ADD 1 SEC-8-11-67 EX THOSE POR CONV TO TOWN OF PALMER LAKE BY REC #209128930

0 Laughing Water: LOT 4 BLK 1 PINE CREST TRI-DISCTRICT ASSEMBLY GRNDS ADD 1 PALMER LAKE, TOG WITH VAC ORD 4-93BY BK 6193-651, EX THAT PR CONV TO TOWN OF PALMER LAKE BY REC #209128930

**TOGETHER** with all and singular the hereditaments and appurtenances thereto 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, 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. And the Grantor does covenant, grant, bargain, and agree to and with the Grantee, its successors and assigns, that at the time of 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 so ever.

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

[Signature Page Follows]



## BILL OF SALE

In consideration of ten dollars (\$10.00), the receipt whereof is hereby acknowledged, Living Word Chapel (hereinafter, "Seller") does hereby sell, sign, and deliver with no warranty, in an "AS IS" condition, with no warranties express or implied, unto the Town of Palmer Lake (hereinafter, "Buyer") all personal property, fixtures, appliances, tractors and equipment, and any and all other tangible items contained on the property described as 290 Highway 105, 350 Highway 105, and 0 Laughing water, Palmer Lake 80133 and specifically including the following vehicle:

Year	Make	Serial Number	Model
2007	Ford	1FTNF210537EA58157	F-250

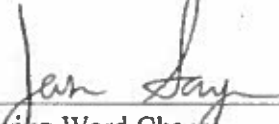
The Town of Palmer Lake hereby accepts the sale of the above referenced items. Buyer has inspected these items, and understands that said items are sold "As-Is" with good title, and absolutely no other warranties of any kind, stated or implied, including but not limited to suitability for any particular purpose.

Seller continues no insurance coverage of any kind on said vehicle, and assumes no responsibility or liability for the whereabouts, use, actions, or condition of this vehicle.

Without waiving governmental immunity, on behalf of the Seller, I do vouch that the Living Word Church is the true and lawful owner of said items, and the same is free and clear of all liens and encumbrances. I/We certify, under penalty of perjury in the second degree, that the ownership of the items described above has been transferred to the above-named Buyer. By both the Buyer's and Seller's signature below, this sale is final and the terms and conditions evidenced in this agreement of this agreement supersede all other agreements.

SELLER:

LIVING WORD CHAPEL

  
\_\_\_\_\_  
Living Word Chapel

By: Jason Sayer

Its: President

Date: 6/10/21

BUYER:

TOWN OF PALMER LAKE

  
\_\_\_\_\_  
Town of Palmer Lake, Colorado

By: Bill Bass

Its: Mayor

Date: 6/24/2021