

GRANT OF SANITARY SEWER EASEMENT

H. Michael Bumpers and Deborah J. Bumpers, as Co-Trustees or their Successor Trustees Under the Bumpers Family Trust Dated 2/11/2008, whose mailing address is 17125 Russet Street, San Diego, CA 92127 **and Usher NV LLC, Grantors**, whose mailing address is P.O. Box 8310, Gardnerville, NV, 89460, who are the owners of the following described real property in Mesa County, Colorado:

Lot 1 Replat of Lot 1 Part of Lot 2, Block 1 and Lots 1-6, Block 2 and Lots 1-3, Block 3 and Lots 1-5, Block 4, Bookcliffs Business Park, said Lot recorded in Plat Book 13, at Page 413, with Reception Number 1496504 and Reception Number 2816325, Public Records of Mesa County, Colorado

for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents does hereby grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, for the use and benefit of the Persigo 201 Sewer System, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities, on, along, over, under, through and across the described parcel of land, to wit:

Said easement contains 0.18 Acres, more or less, as described in **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

The interest conveyed is an easement for the purposes and uses and upon the terms stated herein. Grantors reserve the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted. Grantors will not install on the Easement, or permit the installation on the Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other ground cover. In the event such obstacles are installed in the Easement, the City has the right to require the Grantors to remove such obstacles from the Easement at Grantors cost. If Grantors do not remove such obstacles, the City may remove such obstacles without any liability or obligation for repair and replacement thereof and charge the Grantors the City's costs for such removal. If the City chooses not to remove the obstacles, the City will not be liable for any damage to the obstacles or any other property to which they are attached.

The easement shall be for the use and benefit of Grantee, its members, employees, agents and contractors or any of its successors in title or interest utility and related facilities purposes.

Grantors hereby covenants with Grantee that they have good title to the herein described premises; that they have good and lawful right to grant this Easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this _____ day of _____, 20____.

GRANTORS:

H. Michael Bumpers, Co-Trustee

Deborah J. Bumpers, Co-Trustee

State of _____)
County of _____)ss
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by H. Michael Bumpers and Deborah J. Bumpers, as Co-Trustees or their Successor Trustees Under the Bumpers Family Trust Dated 2/11/2008.

My commission expires _____.

Witness my hand and official seal.

Notary Public

John A. Usher
John A. Usher, Manager

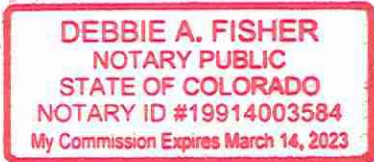
State of Colorado _____)
County of Mesa _____)ss
_____)

The foregoing instrument was acknowledged before me this 19 day of February, 2020 by John A. Usher, Manager of Usher NV LLC.

My commission expires 3-14-2023.

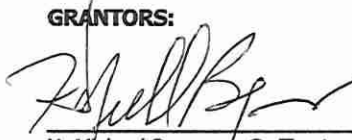
Witness my hand and official seal.

Debbie A. Fisher
Notary Public



Executed and delivered this 19 day of February, 2020

GRANTORS:


H. Michael Bumpers, Co-Trustee


Deborah J. Bumpers, Co-Trustee

State of _____)
)ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by H. Michael Bumpers and Deborah J. Bumpers, as Co-Trustees or their Successor Trustees Under the Bumpers Family Trust Dated 2/11/2008.

My commission expires _____.

Witness my hand and official seal.

**See Attached Notary
Acknowledgment Certificate**

Notary Public  02/19/2020

John A. Usher, Manager

State of Colorado _____)
)ss
County of Mesa _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by John A. Usher, Manager of Usher NV LLC.

My commission expires _____.

Witness my hand and official seal.

Notary Public

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On FEBRUARY 19, 2020 before me, Elizabeth L. Bloom, Notary Public, personally appeared H. MICHAEL BUMPERS and
DEBORAH J. BUMPERS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Signature Elizabeth L. Bloom

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Sanitary Sewer Easement

Document Date: 2-19-2020 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: H. MICHAEL BUMPERS

Signer's Name: DEBORAH J. BUMPERS

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is representing: _____



- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is representing: _____



EXHIBIT A

A 20.00' Wide Utility Easement for Sanitary Sewer

A parcel of land for a twenty foot wide sanitary sewer easement located in the Northwest Quarter (NW¼) of Section 31, Township 1 North, Range 2 West of the Ute Meridian in Mesa County, Colorado and said easement being more particularly described as follows:

Commencing at the Southwest corner of Lot One of The Replat of Bookcliffs Business Park, as shown on plat recorded at Reception 1496504 of Mesa County records, whence the Northwest corner of said line bears North 26°45'09" West, a distance of 725.56 feet for a basis of bearings, with all bearings contained herein relative thereto; thence North 26°45'09" West, a distance of 82.24 feet to the POINT OF BEGINNING; thence North 26°45'09" West, a distance of 20.86 feet; thence North 79°47'03" East, a distance of 11.69 feet; thence North 88°07'01" East, a distance of 357.36 feet; thence South 88°47'19" East, a distance of 31.63 feet; thence South 00°06'20" West, a distance of 20.00 feet; thence North 88°47'19" West, a distance of 31.47 feet; thence South 88°07'01" West, a distance of 355.36 feet; thence South 79°47'03" East, a distance of 4.30 feet to the POINT OF BEGINNING;

Said parcel containing an area of 0.18 Acres, as herein described.

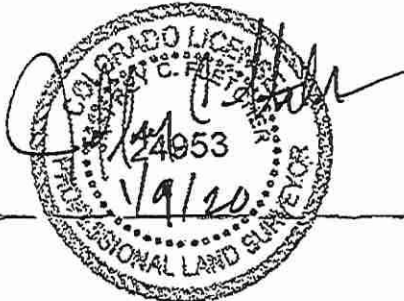
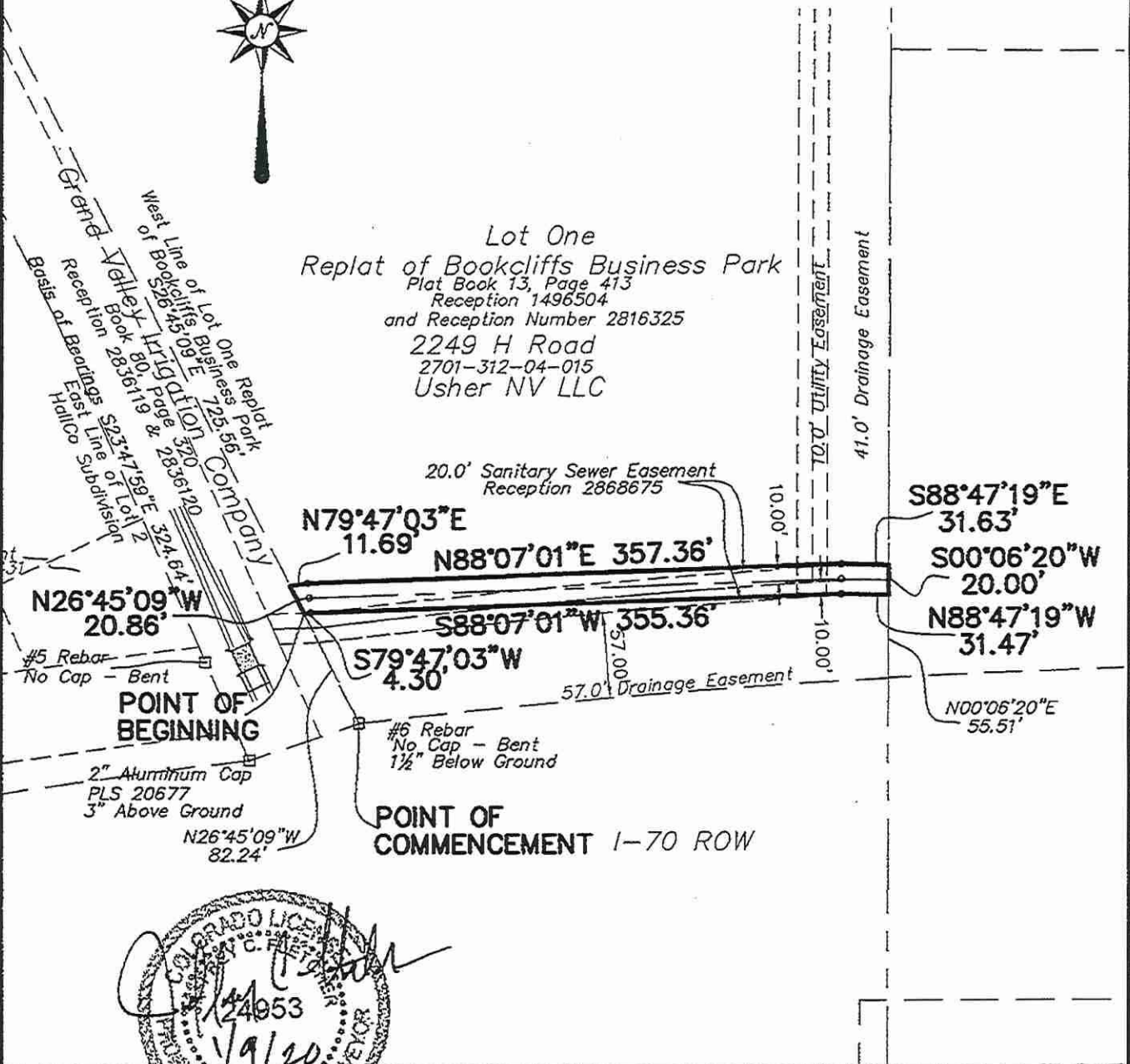


15-25 Bookcliffs Business Park Easement - 10 - 2019.doc/knr
Prepared By
Jeffrey C. Fletcher PLS 24953
High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503

EXHIBIT B



Lot One
Replat of Bookcliffs Business Park
 Plat Book 13, Page 413
 Reception 1496504
 and Reception Number 2816325
 2249 H Road
 2701-312-04-015
 Usher NV LLC



High Desert Surveying, LLC

1673 Highway 50 Unit C
 Grand Junction, Colorado 81503

Tele: 970-254-8649 Fax: 970-241-0451

SCALE: 1" = 100'



PROJ. NO. 15-25	Drawn	APP'D	SHEET	OF
DATE: November, 2019	knr	jcf	1	1

SHEET 4 OF 4