

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 22-21

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A POSSESSION AND USE AGREEMENT WITH USHER NV LLC FOR REAL PROPERTY LOCATED AT MESA COUNTY ASSESSOR PARCEL 2701-324-00-093, MESA COUNTY ASSESSOR PARCEL 2945-042-00-018, 2427 G ROAD and 2449 G ROAD AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

The City has proposed to USHER NV LLC ("Seller") an agreement ("Agreement") for the Seller to sell and the City to buy certain real property and property interests located at Mesa County Assessor Parcel number 2701-324-00-093 (NW Corner of 24 and G Road) and referred to as project Parcel 8, Mesa County Assessor Parcel number 2945-042-00-018 (SE Corner of 24 and G Road) referred to as project Parcel 5, 2427 G Road referred to as Parcel 10, and 2449 G Road referred to as Parcel 11. Together these interests are referred to as "Property" or "the Property."

The Agreement in the forms attached will allow the City and the Seller to continue to work to determine the value to be paid by the City for the Property and while those negotiations are occurring, to allow the City to occupy and use the Property pending the final determination of price.

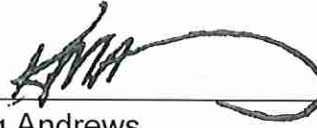
The City Manager recommends that the City Council approve the Agreement and that the City Council deem the purchase of the Property necessary and proper.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That the City Council hereby authorizes the acquisition of the above described property ("Property") by the City for \$711,900.00 as provided in the attached Possession and Use Agreement ("Agreement.") All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of the Property, which are consistent with the provisions of the Agreement and this Resolution are hereby ratified, approved and confirmed.
2. That the City Council hereby authorizes the expenditure of \$711,900 plus normal and customary closing costs for the purchase of the Property to be paid at closing.
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the Agreement, including, without limitation, the execution and delivery

of such certificates, documents and payment as may be necessary or desirable to purchase the Property.

PASSED and ADOPTED this 17th day of March 2021.



Kraig Andrews
President Pro Tem of the Council



Wanda Winkelmann
City Clerk



**CITY OF GRAND JUNCTION COLORADO
POSSESSION AND USE AGREEMENT**

Project: 24 Road and G Road Improvements Project
Project Number: 207-F1903
Parcel Number(s): RW-5A, RW-5B, MPE-5, TCE-5
Location: Grand Junction, Mesa County, Colorado
Mesa County Assessor's Parcel Number: 2945-042-00-018

This Possession and Use Agreement ("Agreement") is made this _____ day of _____, 20__ (the "Effective Date") between the **City of Grand Junction, a Colorado home rule municipality** (herein referred to as "the City"), and **Usher NV, LLC, a Nevada limited liability company** (herein referred to as "the Landowner") for the purpose of granting the irrevocable right to possession and use to the City, its contractors, agents, and all others deemed necessary by the City of the following parcels: **Parcels RW-5A and RW-5B in fee simple; Parcel MPE-5, a permanent multi-purpose easement; and Parcel TCE-5, a temporary construction easement** (hereafter collectively referred to as "the Property") for the purpose of constructing a portion of the City's 24 and G Road Improvements Project (the "Project"). The Property is legally described and graphically illustrated in Exhibit "A" and Exhibit "B" as to Parcel RW-5A, Exhibit "C" and Exhibit "D" as to Parcel RW-5B, Exhibit "E" and Exhibit "F" as to Parcel MPE-5, and Exhibit "G" as to Parcel TCE-5, which Exhibits are attached hereto and made a part hereof by reference. The City and the Landowner may hereafter be referred to individually as a "Party" or collectively as "Parties")

1. In consideration for this irrevocable grant of possession of the Property to the City, the City shall tender the sum of **\$317,200.00** ("P&U Consideration") to Abstract and Title Company of Mesa County ("the Title Company") as escrow agent for the Landowner on the Effective Date. The City shall be entitled to take possession of the Property immediately upon tender of the P&U Consideration into escrow at the Title Company. Without waiving any rights as to litigable issues concerning just compensation, the Parties understand the P&U Consideration represents 100 percent of the City's good faith estimate of fair market value of the just compensation owed to the Landowner.
2. The City has heretofore obtained its own commitment for title insurance to the Property having an effective date of XXXXX, 2021 ("Title Commitment"), and has provided a copy of the Title Commitment to the Landowner. The City represents to the Landowner that, as of the Effective Date, the City deems the condition of title to the Property to be satisfactory for the City's purposes. The City permanently waives any objections to title as the condition of title existed on the Effective Date.
3. The City acknowledges and agrees that Landowner has made and is making no disclosure, representation or warranty of any type or nature concerning any matter affecting the Property in any way. The City is acquiring the right to possess and use the Property AS-IS WHERE IS WITH ALL FAULTS, without warranty, express or implied as to any matters as more fully provided below. From the Effective Date through the duration of this Agreement, Landowner shall not take any action which may result in materially adverse effects as to the condition of the Property's title as evidenced by the Title Commitment having an effective date of XXXXX, 2021.
4. This Agreement is made with the understanding that the Parties will continue to negotiate in good faith for a purchase and sale of the Property. If a settlement for a negotiated purchase is not reached within twelve (12) months of the Effective Date, the City will request authority from the Grand Junction City Council to commence condemnation proceedings to arrive at a court-ordered determination of just compensation and transfer of title by Rule and Order. The City shall not unreasonably delay the commencement of condemnation proceedings upon the expiration of the 12-month negotiation period, and thereupon the Parties understand and agree that this Agreement shall continue in full force and effect until a Rule and Order as provided for in C.R.S. 38-1-105(3) is entered by the Mesa County District Court.
5. The P&U Consideration deposited in escrow at the Title Company shall be disbursed by the Title Company to Landowner ("Disbursement Date"), minus taxes or special assessments as described in paragraph 10 below, and minus any sums required to discharge liens that may attached to the Property prior to the Disbursement Date. The P&U Consideration disbursed pursuant to this Agreement shall be deducted by the Court from any award entered thereafter, or by the City from any negotiated settlement. The Landowner agrees that if the total sum of a negotiated settlement or award is less than the P&U Consideration, any consideration disbursed in excess shall be refunded by Landowner to the City within 30-days of such negotiated settlement or award.
6. The Parties agree that in the event condemnation proceedings are initiated, the valuation date for determining the amount of just compensation shall be the date the City takes possession of the Property and not the date of any subsequent valuation hearing.
7. Landowner agrees that the City has an immediate need to obtain possession of the Property, and the City requires immediate possession of the Property as that term is used in Colorado eminent domain statutes and case law in order to proceed with the construction of the Project. Landowner agrees that the City requires the Property for a public purpose and voluntarily agrees to transfer irrevocable possession of the Property for said public purpose. Landowner does not contest the City's standing to commence a condemnation action to secure possession of or title to the Property.
8. While the Parties agree to first negotiate a purchase of the Property in good faith, the Parties also agree that by entering into this Agreement, the Parties do not waive any right to raise any issue pertaining to just compensation for the Property at the time of the condemnation value trial, should that become necessary.
9. The purpose of this Agreement is to allow the City to proceed with its construction project without delay, to allow the City, its Contractors, Sub-Contractors or assigns to construct roadway, drainage and associated improvements in conjunction with and as part of the Project without delay, and to allow the Parties to avoid litigation at this time.

10. Real estate taxes and assessments imposed by any governmental agency having jurisdiction shall be prorated as of the Disbursement Date upon the most recent tax bills, and shall be a final settlement. The Landowner shall be responsible for prior years' taxes that have accrued and constitute a lien on the Property, and prorated taxes for the current year for the fee simple interests sought by the City, to the Disbursement Date. Special assessments shall be prorated according to the due dates of installments, with Landowner being responsible for installments that become due and payable before the Disbursement Date, and the City being responsible for installments that become due and payable on or after the Disbursement Date.
11. This Agreement shall be deemed a contract and it shall bind the parties only when signed by Landowners or their designated representatives and duly authorized representative(s) of the City. This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the City shall record this document with the Mesa County, Colorado Clerk and Recorder.
13. Other conditions.

a. LANDOWNER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY SPECIFICALLY ACKNOWLEDGES THAT THE CITY IS NOT RELYING ON (AND LANDOWNER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF LANDOWNER OF ANY KIND OR NATURE WHATSOEVER. THE CITY HEREBY RELEASES LANDOWNER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST LANDOWNER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAIMS AND OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSES, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ.; THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ.; AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ., OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. THE CITY REPRESENTS TO LANDOWNER THAT IT IS FAMILIAR WITH THE CONDITION OF THE PROPERTY IN ALL MATERIAL RESPECTS HAS CONDUCTED, OR WILL CONDUCT BEFORE THE DISBURSEMENT DATE, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF LANDOWNER WITH RESPECT THEREOF, THE CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS, AND THE CITY, ON THE DISBURSEMENT DATE, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED LANDOWNER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT THE CITY MIGHT HAVE ASSERTED OR ALLEGED AGAINST LANDOWNER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROPERTY OR TITLE THERETO. THE CITY AGREES THAT SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DISBURSEMENT DATE, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL NOT BE THE RESPONSIBILITY OF LANDOWNER. THE CITY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT LANDOWNER WOULD NOT HAVE AGREED TO GIVE POSSESSION AND USE OF THE PROPERTY TO THE CITY UNDER THIS AGREEMENT WITHOUT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS PARAGRAPH. THE TERMS AND CONDITIONS OF THIS PARAGRAPH WILL EXPRESSLY SURVIVE THE DISBURSEMENT DATE AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS OR TITLE CONVEYANCES IN ANY FORM.

b. This Possession and Use Agreement and the obligation of the City to proceed under its terms and conditions is expressly contingent upon the approval by resolution of the City Council of the City of Grand Junction. If not obtained on or before March 17, 2021, this Agreement shall be void and of no effect.

Usher NV, LLC, a Nevada limited liability company By: _____ Title: _____	Date: _____
City of Grand Junction, a Colorado home rule municipality By: _____ Title: _____	Date: _____

EXHIBIT "A"

**2945-042-00-018
RIGHT OF WAY PARCEL NO. RW-5A**

A parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 4, (also known as Government Lot 4, Section 4) Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW corner of said Section 4, and assuming the North line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 4 bears S89°57'28"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement S89°57'28"E along said north line NW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 546.07 feet to the northeast corner of a right of way parcel described in a deed filed under Reception Number 1924109 also being the Point of Beginning; thence S89°57'28"E along said north line NW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 774.59 feet to the northeast corner said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence S00°01'56"E along the east line said NW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 12.84 feet to the south edge of the open, used and historic right of way for G Road; thence N89°55'54"W along said south edge a distance of 774.60 feet to the southeast corner of said right of way parcel described in a deed filed under Reception Number 1924109; thence N0°02'32"E a distance of 12.49 feet to the point of beginning;

CONTAINING 0.23 Acres or 9809 Square Feet, more or less, as described.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R. B. P.
DATE: 10-12-2020
SCALE: N/A
APPR. BY: L.C.

Portion of 2945-042-00-018
located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "B"

2945-042-00-018
RIGHT OF WAY PARCEL NO. RW-5A

NE Corner
NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 4

P.O.C.

32
5

G ROAD L5 T.1N, R.1W
Rec. Nos. 1924109 & 1924110 T.1S, R.1W

P.O.B.

Rec. Nos. 12485

L1

RW-5A

L3

L5

Line Table

LINE	BEARING	HORIZ DIST
L1	S89°57'28"E	774.59'
L2	S0°01'56"E	12.84'
L3	N89°55'54"W	774.60'
L4	N0°02'32"E	12.49'
L5	S89°57'28"E	546.07'

R.O.W. (Rec. Nos. 1978767 & 1978768)
N0°02'01"W 1320.15'

24 ROAD

Rec. No. 1318077

Sec. 5
Sec. 4

14' GVIC EASEMENT PER BOOK 1295, PAGE 217

2945-042-00-018

Usher NV, LLC

a Nevada Limited Liability Company

The NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4, T. 1S., R. 1W.

Ute Meridian

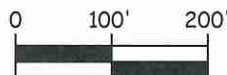
except Rec. No. 1924109 and Rec. No. 1924110

Parcel RW-5A = 0.23 acres 9809 SF

SW Corner
NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 4

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	Reception
No.	Number



1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

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DRAWN BY: R. B. P.
DATE: 10-12-2020
SCALE: 1" = 200'
APPR. BY: L.C.

Portion of 2945-042-00-018
located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "C"

**2945-042-00-018
RIGHT OF WAY PARCEL NO. RW-5B**

A parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW¹/₄ NW¹/₄) of Section 4, (also known as Government Lot 4, Section 4) Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW corner of said Section 4, and assuming the North line of said NW¹/₄NW¹/₄ Section 4 bears S89°57'28"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement S89°57'28"E along said north line NW¹/₄NW¹/₄ a distance of 1320.66 feet to the northeast corner said NW¹/₄NW¹/₄ also being the Northeast corner of Right-of-Way Parcel No. RW-5A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20____, under Reception No. _____; thence S00°01'56"E along the east line said NW¹/₄NW¹/₄ and said RW-5A a distance of 12.84 feet to the Point of Beginning; thence continuing S00°01'56"E along said east line a distance of 21.16 feet; thence N89°57'28"W a distance of 421.23 feet; thence S88°34'04"W a distance of 427.55 feet; thence N89°57'28"W a distance of 258.64 feet; thence S39°49'34"W a distance of 25.37 feet; thence S89°18'16"W a distance of 40.62 feet; thence S00°00'00"E a distance of 48.30 feet; thence S45°00'00"W a distance of 90.86 feet; thence S90°00'00"W a distance of 92.18 feet to a point on the west line said NW¹/₄NW¹/₄ also being a point on the east line of a right of way parcel described in a deed filed under Reception 1978767; thence N00°02'01"W along said west line NW¹/₄NW¹/₄ a distance of 117.68 feet to the southwest corner of a right of way parcel described in a deed filed under Reception Number 1924110; thence along the southerly line said right of way parcel described in Reception Number 1924109 for the following four (4) courses: 1) S89°57'36"E a distance of 60.04 feet; 2) N00°02'23"E a distance of 37.00 feet; 3) S89°57'36"E a distance of 323.71 feet; 4) N86°20'16"E a distance of 162.60 feet to the Southwest corner said RW-5A; thence S89°55'54"E a distance of 774.60 feet to the point of beginning;

CONTAINING 1.11 Acres or 48363 Square Feet, more or less, as described.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R. B. P.
DATE: 10-12-2020
SCALE: N/A
APPR. BY: L.C.

Portion of 2945-042-00-018
located in the NW ¹/₄ NW ¹/₄ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "D"

2945-042-00-018
RIGHT OF WAY PARCEL NO. RW-5B

NE Corner
NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 4

P.O.C.

32 33
5 4

L12 L11

L10

L9

L8

L7

L6

L5

L4

L3

L2

L1

L17

L15

L14

L13

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L14

G ROAD T.1N, R.1W L17 Rec. Nos. 12485 RW-5A

Rec. Nos. 1924109 & 1924110 T.1S, R.1W L15 L16 L3

RW-5B L7 L14 L5 L4

L12 L11 L10 L9 L8 L7 L6

L5 L4 L3

L2 L1

L17 L15 L14 L13 L16 L17

L15 L14 L13 L16 L17

L15 L14 L13 L16 L17

L15 L14 L13 L16 L17

L15 L14 L13 L16 L17

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L15 L14 L13 L16 L17

L15 L14 L13 L16 L17

L15 L14 L13 L16 L17

L15 L14 L13 L16 L17

L15 L14 L13 L16 L17

L15 L14 L13 L16 L17

Line Table

LINE	BEARING	HORIZ DIST
L1	S0°01'56"E	12.84'
L2	S0°01'56"E	21.16'
L3	N89°57'28"W	421.23'
L4	S88°34'04"W	427.55'
L5	N89°57'28"W	258.64'
L6	S39°49'34"W	25.37'
L7	S89°18'16"W	40.62'
L8	S0°00'00"E	48.30'
L9	S45°00'00"W	90.86'
L10	S90°00'00"W	92.18'
L11	N0°02'01"W	117.68'
L12	S89°57'36"E	60.04'
L13	N0°02'23"E	37.00'
L14	S89°57'36"E	323.71'
L15	N86°20'16"E	162.60'
L16	S89°55'54"E	774.60'
L17	S89°57'28"E	1320.66'

14' GVIC EASEMENT PER BOOK 1295, PAGE 217

R.O.W. (Rec. Nos. 1978767 & 1978768)
N0°02'01"W 1320.15'

24 ROAD

Rec. No. 1318077

Sec. 5
Sec. 4

SW Corner
NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 4

P.O.B.

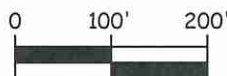
2945-042-00-018
Usher NV, LLC
a Nevada Limited Liability Company
The NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4, T. 1S., R. 1W.
Ute Meridian
except Rec. No. 1924109 and Rec. No. 1924110
Parcel RW-5B = 1.11 acres 48363 SF

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
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SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	Reception
No.	Number



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1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.
DATE: 10-12-2020
SCALE: 1" = 200'
APPR. BY: L.C.

Portion of 2945-042-00-018
located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "E"

2945-042-00-018
MULTIPURPOSE EASEMENT PARCEL NO. MPE-5

A parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW¹/₄ NW¹/₄) of Section 4, (also known as Government Lot 4, Section 4) Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW corner of said Section 4, and assuming the North line of said NW¹/₄NW¹/₄ Section 4 bears S89°57'28"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement S89°57'28"E along said north line NW¹/₄NW¹/₄ a distance of 1320.66 feet to the northeast corner said NW¹/₄NW¹/₄; thence S00°01'56"E along the east line said NW¹/₄NW¹/₄ a distance of 34.00 feet to the Point of Beginning also being the southeast corner of Right of Way Parcel No. RW-5B conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20____, under Reception No. _____; thence S00°01'56"E along said east line NW¹/₄ NW¹/₄ a distance of 14.00 feet; thence N89°57'28"W a distance of 421.07 feet; thence S88°34'04"W a distance of 427.55 feet; thence N89°57'28"W a distance of 252.26 feet; thence S39°49'34"W a distance of 29.27 feet; thence S00°00'00"E a distance of 50.30 feet; thence S45°00'00"W a distance of 127.86 feet; thence S90°00'00"W a distance of 110.66 feet to a point on the west line said NW¹/₄NW¹/₄ also being a point on the east line of a right of way parcel described in a deed filed under Reception 1978767; thence N00°02'01"W along said west line NW¹/₄NW¹/₄ a distance of 44.67 feet to the southwest corner said RW-5B; thence along the southerly line said RW-5B for the following eight (8) courses: 1) S90°00'00"E a distance of 92.18 feet; 2) N45°00'00"E a distance of 90.86 feet; 3) N00°00'00"E a distance of 48.30 feet; 4) N89°18'16"E a distance of 40.62 feet; 5) N39°49'34"E a distance of 25.37 feet; 6) S89°57'28"E a distance of 258.64 feet; 7) N88°34'04"E a distance of 427.55 feet; 8) S89°57'28"E a distance of 421.23 feet to the true Point of Beginning,

CONTAINING 0.64 Acres or 27804 Square Feet, more or less, as described.

Authorized by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

DRAWN BY: R. B. P.
DATE: 10-12-2020
SCALE: N/A
APPR. BY: L.C.

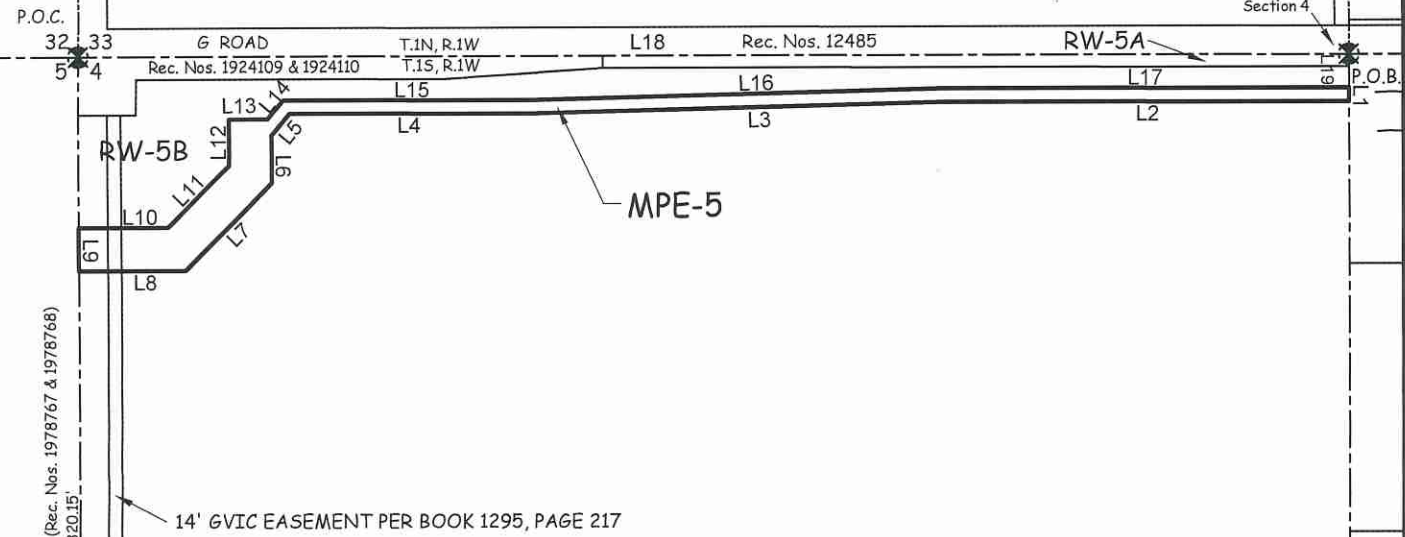
Portion of 2945-042-00-018
located in the NW ¹/₄ NW ¹/₄ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "F"

2945-042-00-018
MULTIPURPOSE EASEMENT PARCEL NO. MPE-5

NE Corner
NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 4



14' GVIC EASEMENT PER BOOK 1295, PAGE 217

Line Table

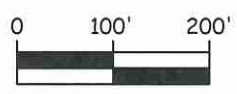
LINE	BEARING	HORIZ DIST
L1	S0°01'56"E	14.00'
L2	N89°57'28"W	421.07'
L3	S88°34'04"W	427.55'
L4	N89°57'28"W	252.26'
L5	S39°49'34"W	29.27'
L6	S0°00'00"E	50.30'
L7	S45°00'00"W	127.86'
L8	S90°00'00"W	110.66'
L9	N0°02'01"W	44.67'
L10	S90°00'00"E	92.18'
L11	N45°00'00"E	90.86'
L12	N0°00'00"E	48.30'
L13	N89°18'16"E	40.62'
L14	N39°49'34"E	25.37'
L15	S89°57'28"E	258.64'
L16	N88°34'04"E	427.55'
L17	S89°57'28"E	421.23'
L18	S89°57'28"E	1320.66'
L19	S0°01'56"E	34.00'

2945-042-00-018
Usher NV, LLC
a Nevada Limited Liability Company
The NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4, T. 1S., R. 1W.
Ute Meridian
except Rec. No. 1924109 and Rec. No. 1924110
Parcel MPE-5 = 0.64 acres 27804 SF

SW Corner
NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 4

ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE
- Rec. Reception
- No. Number



1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

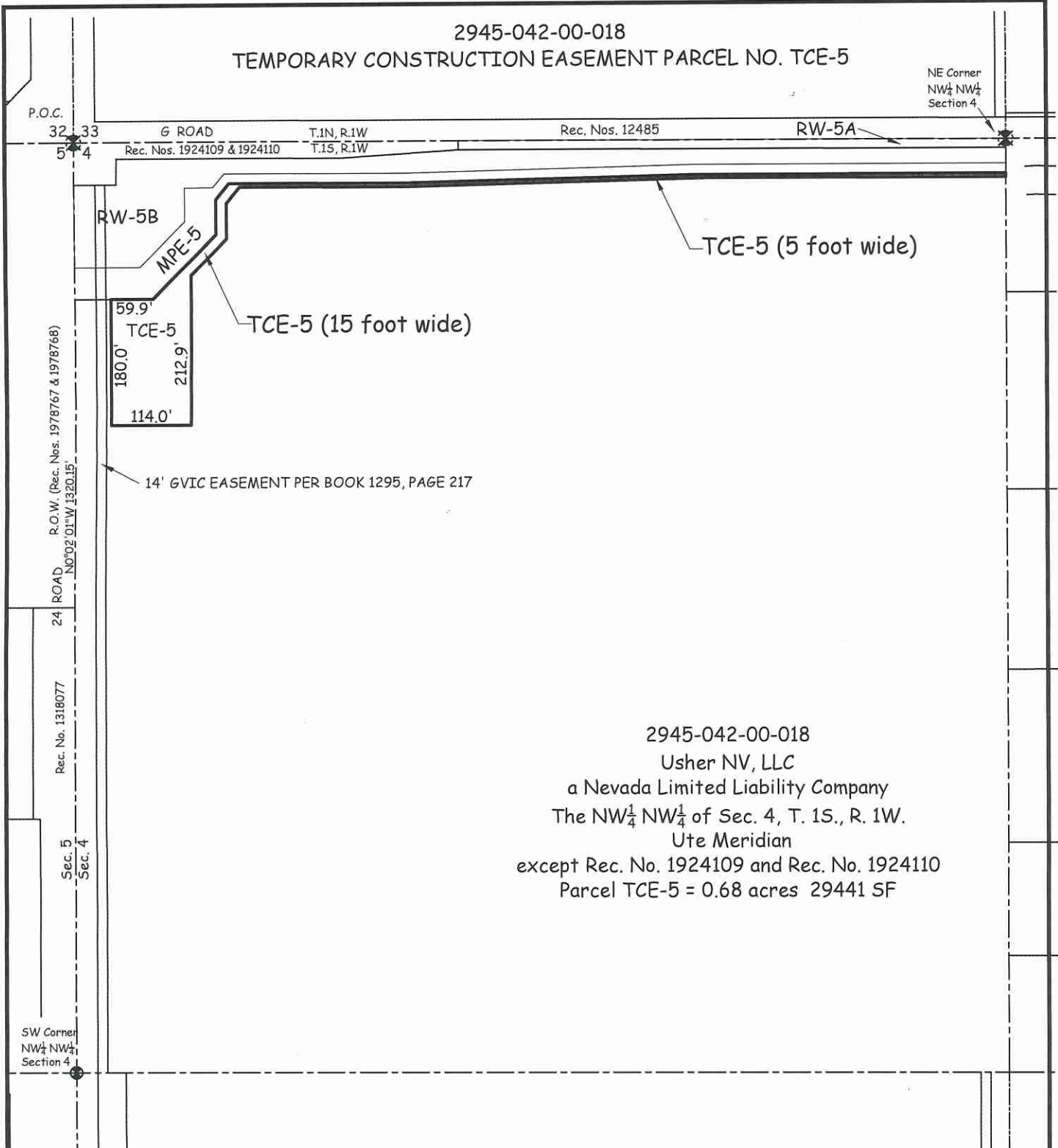
N:\Landproj\24 Road & G Road Intersection\Legals-Surveyor Folder

DRAWN BY: R. B. P.
DATE: 10-12-2020
SCALE: 1" = 200'
APPR. BY: L.C.

Portion of 2945-042-00-018
located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



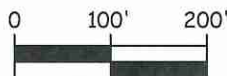
EXHIBIT "G"



2945-042-00-018
 Usher NV, LLC
 a Nevada Limited Liability Company
 The NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4, T. 1S., R. 1W.
 Ute Meridian
 except Rec. No. 1924109 and Rec. No. 1924110
 Parcel TCE-5 = 0.68 acres 29441 SF

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	Reception
No.	Number



1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

N:\landproj\24 Road & G Road Intersection\Legals-Surveyor Folder

DRAWN BY: R. B. P.
 DATE: 10-12-2020
 SCALE: 1" = 200'
 APPR. BY: L.C.

Portion of 2945-042-00-018
 located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
 T. 1S., R. 1 W., Ute Meridian
 CITY OF GRAND JUNCTION
 MESA COUNTY, COLORADO



**CITY OF GRAND JUNCTION COLORADO
POSSESSION AND USE AGREEMENT**

Project: 24 Road and G Road Improvements Project

Project Number: 207-F1903

Parcel Number(s): RW-8A, RW-8B, RW-8C, MPE-8, TCE-8A, TCE-8B

Location: Grand Junction, Mesa County, Colorado

Mesa County Assessor's Parcel Number: 2701-324-00-093

This Possession and Use Agreement ("Agreement") is made this _____ day of _____, 20____ (the "Effective Date") between the **City of Grand Junction, a Colorado home rule municipality** (herein referred to as "the City"), and **Usher NV, LLC, a Nevada limited liability company** (herein referred to as "the Landowner") for the purpose of granting the irrevocable right to possession and use to the City, its contractors, agents, and all others deemed necessary by the City of the following parcels: **Parcels RW-8A, RW-8B, and RW-8C in fee simple; Parcel MPE-8, a permanent multi-purpose easement; and Parcels TCE-8A and TCE-8B, temporary construction easements** (hereafter collectively referred to as "the Property") for the purpose of constructing a portion of the City's 24 and G Road Improvements Project (the "Project"). The Property is legally described and graphically illustrated in Exhibit "A", Exhibit "B" and Exhibit "C" as to Parcels RW-8A, RW-8B and RW-8C, Exhibit "D" and Exhibit "E" as to Parcel MPE-8, and Exhibit "F" as to Parcels TCE-8A and TCE-8B, which Exhibits are attached hereto and made a part hereof by reference. The City and the Landowner may hereafter be referred to individually as a "Party" or collectively as "Parties")

1. In consideration for this irrevocable grant of possession of the Property to the City, the City shall tender the sum of **\$371,600.00** ("P&U Consideration") to Abstract and Title Company of Mesa County ("the Title Company") as escrow agent for the Landowner on the Effective Date. The City shall be entitled to take possession of the Property immediately upon tender of the P&U Consideration into escrow at the Title Company. Without waiving any rights as to litigable issues concerning just compensation, the Parties understand the P&U Consideration represents 100 percent of the City's good faith estimate of fair market value of the just compensation owed to the Landowner.
2. The City has heretofore obtained its own commitment for title insurance to the Property having an effective date of XXXXX, 2021 ("Title Commitment"), and has provided a copy of the Title Commitment to the Landowner. The City represents to the Landowner that, as of the Effective Date, the City deems the condition of title to the Property to be satisfactory for the City's purposes. The City permanently waives any objections to title as the condition of title existed on the Effective Date.
3. The City acknowledges and agrees that Landowner has made and is making no disclosure, representation or warranty of any type or nature concerning any matter affecting the Property in any way. The City is acquiring the right to possess and use the Property AS-IS WHERE IS WITH ALL FAULTS, without warranty, express or implied as to any matters as more fully provided below. From the Effective Date through the duration of this Agreement, Landowner shall not take any action which may result in materially adverse effects as to the condition of the Property's title as evidenced by the Title Commitment having an effective date of XXXXX, 2021.
4. This Agreement is made with the understanding that the Parties will continue to negotiate in good faith for a purchase and sale of the Property. If a settlement for a negotiated purchase is not reached within twelve (12) months of the Effective Date, the City will request authority from the Grand Junction City Council to commence condemnation proceedings to arrive at a court-ordered determination of just compensation and transfer of title by Rule and Order. The City shall not unreasonably delay the commencement of condemnation proceedings upon the expiration of the 12-month negotiation period, and thereupon the Parties understand and agree that this Agreement shall continue in full force and effect until a Rule and Order as provided for in C.R.S. 38-1-105(3) is entered by the Mesa County District Court.
5. The P&U Consideration deposited in escrow at the Title Company shall be disbursed by the Title Company to Landowner ("Disbursement Date"), minus taxes or special assessments as described in paragraph 10 below, and minus any sums required to discharge liens that may attached to the Property prior to the Disbursement Date. The P&U Consideration disbursed pursuant to this Agreement shall be deducted by the Court from any award entered thereafter, or by the City from any negotiated settlement. The Landowner agrees that if the total sum of a negotiated settlement or award is less than the P&U Consideration, any consideration disbursed in excess shall be refunded by Landowner to the City within 30-days of such negotiated settlement or award.
6. The Parties agree that in the event condemnation proceedings are initiated, the valuation date for determining the amount of just compensation shall be the date the City takes possession of the Property and not the date of any subsequent valuation hearing.
7. Landowner agrees that the City has an immediate need to obtain possession of the Property, and the City requires immediate possession of the Property as that term is used in Colorado eminent domain statutes and case law in order to proceed with the construction of the Project. Landowner agrees that the City requires the Property for a public purpose and voluntarily agrees to transfer irrevocable possession of the Property for said public purpose. Landowner does not contest the City's standing to commence a condemnation action to secure possession of or title to the Property.
8. While the Parties agree to first negotiate a purchase of the Property in good faith, the Parties also agree that by entering into this Agreement, the Parties do not waive any right to raise any issue pertaining to just compensation for the Property at the time of the condemnation value trial, should that become necessary.
9. The purpose of this Agreement is to allow the City to proceed with its construction project without delay, to allow the City, its Contractors, Sub-Contractors or assigns to construct roadway, drainage and associated improvements in conjunction with and as part of the Project without delay, and to allow the Parties to avoid litigation at this time.

10. Real estate taxes and assessments imposed by any governmental agency having jurisdiction shall be prorated as of the Disbursement Date upon the most recent tax bills, and shall be a final settlement. The Landowner shall be responsible for prior years' taxes that have accrued and constitute a lien on the Property, and prorated taxes for the current year for the fee simple interests sought by the City, to the Disbursement Date. Special assessments shall be prorated according to the due dates of installments, with Landowner being responsible for installments that become due and payable before the Disbursement Date, and the City being responsible for installments that become due and payable on or after the Disbursement Date.
11. This Agreement shall be deemed a contract and it shall bind the parties only when signed by Landowners or their designated representatives and duly authorized representative(s) of the City. This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the City shall record this document with the Mesa County, Colorado Clerk and Recorder.
13. Other conditions.

a. LANDOWNER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY SPECIFICALLY ACKNOWLEDGES THAT THE CITY IS NOT RELYING ON (AND LANDOWNER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF LANDOWNER OF ANY KIND OR NATURE WHATSOEVER. THE CITY HEREBY RELEASES LANDOWNER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST LANDOWNER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAIMS AND OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSES, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ.; THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ.; AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ., OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. THE CITY REPRESENTS TO LANDOWNER THAT IT IS FAMILIAR WITH THE CONDITION OF THE PROPERTY IN ALL MATERIAL RESPECTS HAS CONDUCTED, OR WILL CONDUCT BEFORE THE DISBURSEMENT DATE, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF LANDOWNER WITH RESPECT THEREOF, THE CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS, AND THE CITY, ON THE DISBURSEMENT DATE, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED LANDOWNER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT THE CITY MIGHT HAVE ASSERTED OR ALLEGED AGAINST LANDOWNER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROPERTY OR TITLE THERETO. THE CITY AGREES THAT SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DISBURSEMENT DATE, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL NOT BE THE RESPONSIBILITY OF LANDOWNER. THE CITY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT LANDOWNER WOULD NOT HAVE AGREED TO GIVE POSSESSION AND USE OF THE PROPERTY TO THE CITY UNDER THIS AGREEMENT WITHOUT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS PARAGRAPH. THE TERMS AND CONDITIONS OF THIS PARAGRAPH WILL EXPRESSLY SURVIVE THE DISBURSEMENT DATE AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS OR TITLE CONVEYANCES IN ANY FORM.

b. This Possession and Use Agreement and the obligation of the City to proceed under its terms and conditions is expressly contingent upon the approval by resolution of the City Council of the City of Grand Junction. If not obtained on or before March 17, 2021, this Agreement shall be void and of no effect.

Usher NV, LLC, a Nevada limited liability company By: _____ Title: _____	Date: _____
City of Grand Junction, a Colorado home rule municipality By: _____ Title: _____	Date: _____

EXHIBIT "A"

2701-324-00-093

RIGHT OF WAY PARCEL NOS. RW-8A and RW-8B

RW-8A

A parcel of land lying in the South 1155 feet of the East 1/2 of the Southeast Quarter (E 1/2 SE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the SW corner of said E 1/2 SE 1/4 of Section 32, and assuming the South line of the SE 1/4 SE 1/4 of said Section 32 bears S89°58'53"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N00°03'44" E along the west line said E 1/2 SE 1/4 of Section 32, a distance of 40.00 feet to a point on the northerly right-of-way of G Road as dedicated with the plat of Grand Junction Tech Center recorded in the office of the Mesa County Clerk and Recorder on September 9, 1982, under Reception No. 1302297, said point being the Point of Beginning; thence continuing N00°03'44"E a distance of 39.99 feet; thence N90°00'00"E a distance of 30.00 feet; thence S00°03'44"W a distance of 10.09 feet; thence S44°59'20"E a distance of 42.31 feet to a point on said northerly right-of-way line of G Road; thence N89°58'53"W along said northerly right-of-way line of G Road a distance of 59.95 feet to the point of beginning.

CONTAINING 0.04 Acres or 1648 Square Feet more or less, as described.

RW-8B

A parcel of land lying in the South 1155 feet of the East 1/2 of the Southeast Quarter (E 1/2 SE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the SW corner of said E 1/2 SE 1/4 of Section 32, and assuming the South line of the SE 1/4 SE 1/4 of said Section 32 bears S89°58'53"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N00°03'44"E along the west line said E 1/2 SE 1/4 of Section 32, a distance of 40.00 feet to a point on the northerly right-of-way of G Road as dedicated with the plat of Grand Junction Tech Center recorded in the office of the Mesa County Clerk and Recorder on September 9, 1982, under Reception No. 1302297; thence S89°58'53"E along said northerly line of G Road a distance of 924.88 feet to the point of beginning; thence N80°34'30"E a distance of 302.54 feet; thence N00°02'53"E a distance of 1014.09 feet; thence N67°03'44"W a distance of 54.63 feet; thence N89°58'53"W a distance of 18.55 feet; thence N0°02'53"E a distance of 30.00 feet to a point on the north line said South 1155 feet of the E 1/2 SE 1/4; thence S89°58'50"E along said north line a distance of 104.91 feet to a point on the westerly right-of-way line for 24 Road as dedicated with the recorded plat of said Grand Junction Tech Center; thence along said right-of-way line for the following two (2) courses: S00°02'59"W a distance of 1065.00 feet; S45°02'03"W a distance of 70.73 feet to a point on said northerly right-of-way line of G Road; thence N89°58'53"W along said northerly right-of-way line of G Road a distance of 284.42 feet to the point of beginning.

CONTAINING 1.12 Acres or 48915 Square Feet more or less, as described.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

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DRAWN BY: R. B. P.
DATE: 12-01-2020
SCALE: N/A
APPR. BY: L.C.

Portion of 2701-324-00-093
located in the E 1/2 SE 1/4 OF SECTION 32
T. 1N., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "B"

**2701-324-00-093
RIGHT OF WAY PARCEL NO RW-8C**

RW-8C

A parcel of land lying in the South 1155 feet of the East 1/2 of the Southeast Quarter (E 1/2 SE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the SW corner of said E 1/2 SE 1/4 of Section 32, and assuming the South line of the SE 1/4 SE 1/4 of said Section 32 bears S89°58'53"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N00°03'44"E along the west line said E 1/2 SE 1/4 of Section 32, a distance of 40.00 feet to a point on the northerly right-of-way of G Road as dedicated with the plat of Grand Junction Tech Center recorded in the office of the Mesa County Clerk and Recorder on September 9, 1982, under Reception No. 1302297; thence S89°58'53"E along said northerly line of G Road a distance of 405.45 feet to the point of beginning; thence N45°00'00"E a distance of 21.23 feet; thence S89°55'18"E a distance of 52.00 feet; thence S45°00'00"E a distance of 21.17 feet to a point on said northerly right-of-way of G Road; thence N89°58'53"W along said northerly right-of-way of G Road a distance of 81.98 feet; to the point of beginning.

CONTAINING 0.02 Acres or 1004 Square Feet more or less, as described.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R. B. P.
DATE: 12-01-2020
SCALE: N/A
APPR. BY: L.C.

Portion of 2701-324-00-093
located in the E 1/2 SE 1/4 OF SECTION 32
T. 1N., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "C"

2701-324-00-093
RIGHT OF WAY PARCEL NOS. RW-8A, RW-8B and RW-8C

S 1/16

2701-324-00-093
Usher NV, LLC
a Nevada Limited Liability Company
South 1155' of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 32, T. 1N., R. 1W.
Ute Meridian
except G Road and 24 Road Rights-of-Way
Parcel RW-8A = 0.04 acres 1648 SF
Parcel RW-8B = 1.12 acres 48915 SF
Parcel RW-8C = 0.02 acres 1004 SF

Line Table

Line	Bearing	Distance
L1	N0°03'44"E	39.99'
L2	N90°00'00"E	30.00'
L3	S0°03'44"W	10.09'
L4	S44°59'20"E	42.31'
L5	N89°58'53"W	59.95'
L6	N67°03'44"W	54.63'
L7	N89°58'53"W	18.55'
L8	N0°02'53"E	30.00'
L9	S89°58'50"E	104.91'
L10	S45°02'03"W	70.73'
L11	N89°58'53"W	284.42'
L12	N45°00'00"E	21.23'
L13	S89°55'18"E	52.00'
L14	S45°00'00"E	21.17'
L15	N89°58'53"W	81.98'

1319.56'
500°03'44"W

N0°02'53"E 1014.09'
S0°02'59"W 1065.00'

Rec. No. 1302297 & Book 1580 Page 328

24 ROAD

1320.62'

S00°02'59"W

32

33

RW-8A

P.O.B.

L1

L2

L3

L4

L5

S89°58'53"E 405.45'

P.O.B.

L12

L13

L14

L15

S89°58'53"E 924.88'

P.O.B.

L11

N80°34'30"E

302.54'

RW-8B

L10

P.O.C.

SW Corner
E1/2 SE 1/4 SEC.32

G ROAD

RW-8C

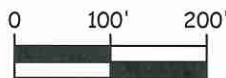
S89°58'53"E
1319.32'

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

N:\Landproj\24 Road & G Road Intersection\Legals-Surveyor Folder

DRAWN BY: R. B. P.
DATE: 12-01-2020
SCALE: 1" = 200'
APPR. BY: L.C.

Portion of 2701-324-00-093
located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 32
T. 1N., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "D"

2701-324-00-093
 MULTI PURPOSE EASEMENT PARCEL NO. MPE-8

A parcel of land lying in the South 1155 feet of the East 1/2 of the Southeast Quarter (E 1/2 SE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the SW corner said E 1/2 SE 1/4 of Section 32 assuming the South line of the SE 1/4 SE 1/4 of said Section 32 bears S89°58'53"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N20°36'47"E, a distance of 85.46 feet to the northeast corner of Right of Way Parcel No. RW-8A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20____, under Reception No. _____, said point being the Point of Beginning; thence S89°56'16"E a distance of 14.00 feet; thence S00°03'44"W a distance of 4.28 feet; thence S44°59'20"E a distance of 15.15 feet; thence S89°58'53"E a distance of 935.12 feet; thence N80°34'30"E a distance of 222.49 feet; thence N00°02'53"E a distance of 992.94 feet; thence N67°03'44"W a distance of 42.51 feet; thence N89°58'53"W a distance of 15.71 feet; thence N0°02'53"E a distance of 14.00 feet to a corner of Right of Way Parcel No. RW-8B conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20____, under Reception No. _____; thence along the boundary of said Parcel No. RW-8B for the following four (4) courses: S89°58'53"E a distance of 18.55 feet; S67°03'44"E a distance of 54.63 feet; S00°02'53"W a distance of 1014.09 feet; S80°34'30"W a distance of 302.54 feet to a point on the northerly right-of-way of G Road as dedicated with the plat of Grand Junction Tech Center recorded in the office of the Mesa County Clerk and Recorder on September 9, 1982, under Reception No. 1302297; thence N89°58'53"W along said northerly line a distance of 439.46 feet to the southeast corner of Right of Way Parcel No. RW-8C conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20____, under Reception No. _____; thence along the boundary of said Parcel No. RW-8C for the following four (3) courses: N45°00'00"W a distance of 21.17 feet; N89°55'18"W a distance of 52.00 feet; S45°00'00"W a distance of 21.23 feet to a point on said northerly right-of-way of G Road; thence N89°58'53"W along said northerly line a distance of 343.50 feet to the southeast corner of said Parcel No. RW-8A; thence along the easterly line said Parcel No. RW-8A for the following two (2) courses: N44°59'20"W a distance of 42.31 feet; N00°03'44"E a distance of 10.09 feet to the Point of Beginning.

CONTAINING 0.93 Acres or 40654 Square Feet more or less, as described.

Authored by: Renee B. Parent, CO LS38266
 City Surveyor
 City of Grand Junction



ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE

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DRAWN BY: R. B. P.
 DATE: 10-02-2020
 SCALE: N/A
 APPR. BY: L.C.

Portion of 2701-324-00-093
 located in the E 1/2 SE 1/4 OF SECTION 32
 T. 1N., R. 1 W., Ute Meridian
 CITY OF GRAND JUNCTION
 MESA COUNTY, COLORADO



EXHIBIT "E"

2701-324-00-093
MULTIPURPOSE EASEMENT PARCEL NO. MPE-8

S 1/16

2701-324-00-093
Usher NV, LLC
a Nevada Limited Liability Company
South 1155' of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 32, T. 1N., R. 1W.
Ute Meridian
except G Road and 24 Road Rights-of-Way
Parcel MPE-8 = 0.93 acres 40654 SF

MULTIPURPOSE EASEMENT
MPE-8

Line Table

Line	Bearing	Distance
L1	S89°56'16"E	14.00'
L2	S00°03'44"W	4.28'
L3	S44°59'20"E	15.15'
L4	N67°03'44"W	42.51'
L5	N89°58'53"W	15.71'
L6	N00°02'53"E	14.00'
L7	S89°58'53"E	18.55'
L8	S67°03'44"E	54.63'
L9	S80°34'30"W	302.54'
L10	N89°58'53"W	439.46'
L11	N45°00'00"W	21.17'
L12	N89°55'18"W	52.00'
L13	S45°00'00"W	21.23'
L14	N89°58'53"W	343.50'
L15	N44°59'20"W	42.31'
L16	N00°03'44"E	10.09'

1319.56'
500°03'44"W

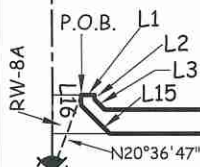
N00°02'53"E 992.94'
500°02'53"W 1014.09'

Rec. No. 1302297 & Book 1580 Page 328

24 ROAD

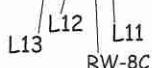
1320.62'

500°02'59"W



P.O.C. SW Corner
E1/2 SE 1/4 SEC.32

G ROAD



Rec. No. 1302297 & Book 1580 Page 328

32 33

5 4

S89°58'53"E 935.12'

N80°34'30"E
222.49'

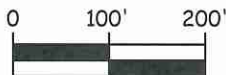
S89°58'53"E
1319.32'

ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE



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1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

N:\Landproj\24_Road & G Road Intersection\Legals-Surveyor Folder

DRAWN BY: R. B. P.
DATE: 12-01-2020
SCALE: 1" = 200'
APPR. BY: L.C.

Portion of 2701-324-00-093
located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 32
T. 1N., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO

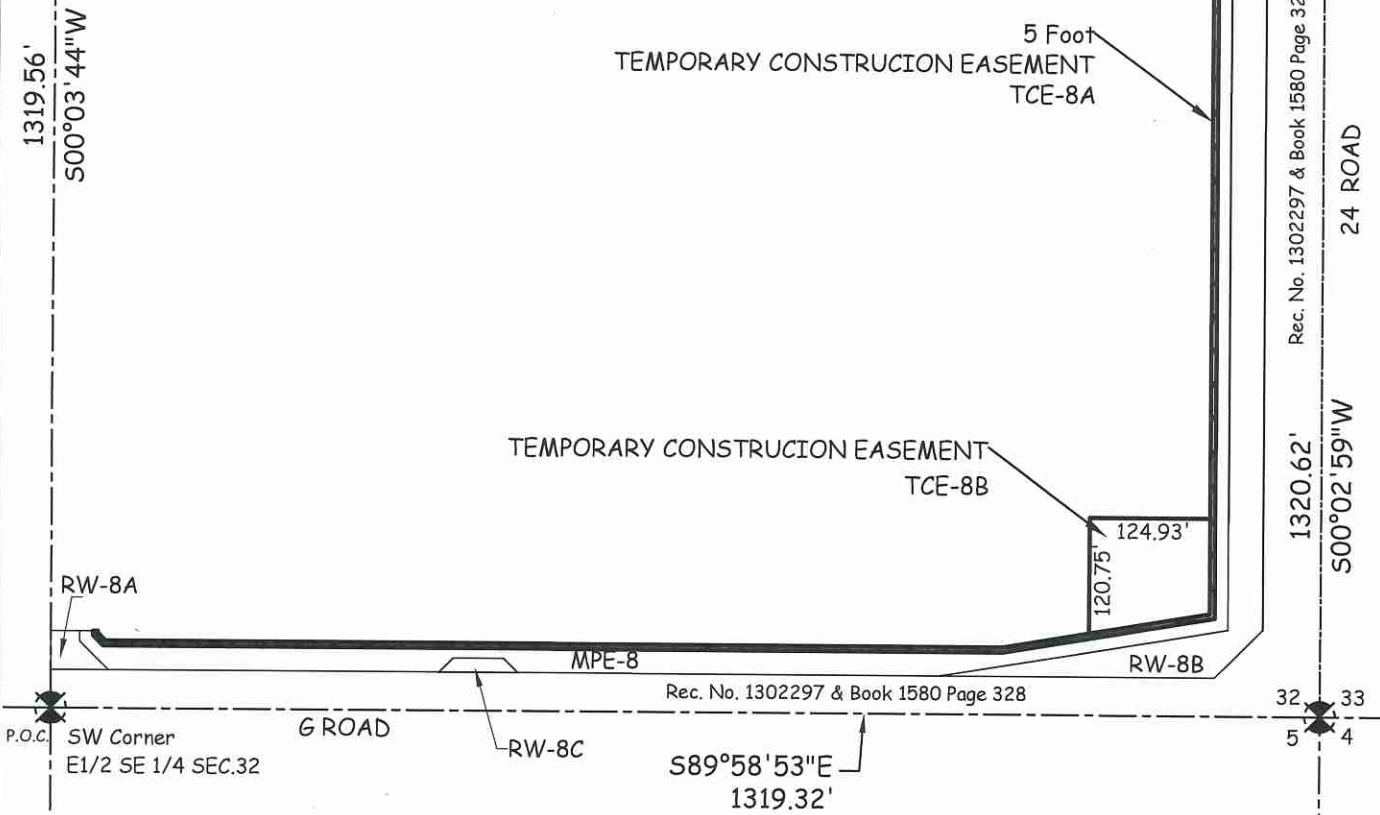


EXHIBIT "F"

2701-324-00-093
 TEMPORARY CONSTRUCTION EASEMENT PARCEL NOS. TCE-8A and TCE-8B

S 1/16

2701-324-00-093
 Usher NV, LLC
 a Nevada Limited Liability Company
 South 1155' of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 32, T. 1N., R. 1W.
 Ute Meridian
 except G Road and 24 Road Rights-of-Way
 Parcel TCE-8A = 0.25 Acres 11075 SF
 Parcel TCE-8B = 0.32 Acres 13792 SF

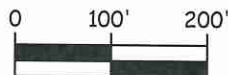


ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE



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1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.
 DATE: 12-01-2020
 SCALE: 1" = 200'
 APPR. BY: L.C.

Portion of 2701-324-00-093
 located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 32
 T. 1N., R. 1 W., Ute Meridian
 CITY OF GRAND JUNCTION
 MESA COUNTY, COLORADO



**CITY OF GRAND JUNCTION COLORADO
POSSESSION AND USE AGREEMENT**

Project: 24 Road and G Road Improvements Project

Project Number: 207-F1903

Parcel Number(s): RW-10A, RW-10B, TCE-10

Location: Grand Junction, Mesa County, Colorado

Mesa County Assessor's Parcel Number: 2945-042-00-075

This Possession and Use Agreement ("Agreement") is made this _____ day of _____, 20__ (the "Effective Date") between the **City of Grand Junction, a Colorado home rule municipality** (herein referred to as "the City"), and **Usher NV, LLC, a Nevada limited liability company** (herein referred to as "the Landowner") for the purpose of granting the irrevocable right to possession and use to the City, its contractors, agents, and all others deemed necessary by the City of the following parcels: **Parcels RW-10A and RW-10B in fee simple; and Parcel TCE-10, a temporary construction easement** (hereafter collectively referred to as "the Property") for the purpose of constructing a portion of the City's 24 and G Road Improvements Project (the "Project"). The Property is legally described and graphically illustrated in Exhibit "A" and Exhibit "B" as to Parcel RW-10A, Exhibit "C" and Exhibit "D" as to Parcel RW-10B, and Exhibit "E" as to Parcel TCE-10, which Exhibits are attached hereto and made a part hereof by reference. The City and the Landowner may hereafter be referred to individually as a "Party" or collectively as "Parties")

1. In consideration for this irrevocable grant of possession of the Property to the City, the City shall tender the sum of **\$6,737.00** ("P&U Consideration") to Abstract and Title Company of Mesa County ("the Title Company") as escrow agent for the Landowner on the Effective Date. The City shall be entitled to take possession of the Property immediately upon tender of the P&U Consideration into escrow at the Title Company. Without waiving any rights as to litigable issues concerning just compensation, the Parties understand the P&U Consideration represents 100 percent of the City's good faith estimate of fair market value of the just compensation owed to the Landowner.
2. The City has heretofore obtained its own commitment for title insurance to the Property having an effective date of XXXXX, 2021 ("Title Commitment"), and has provided a copy of the Title Commitment to the Landowner. The City represents to the Landowner that, as of the Effective Date, the City deems the condition of title to the Property to be satisfactory for the City's purposes. The City permanently waives any objections to title as the condition of title existed on the Effective Date.
3. The City acknowledges and agrees that Landowner has made and is making no disclosure, representation or warranty of any type or nature concerning any matter affecting the Property in any way. The City is acquiring the right to possess and use the Property AS-IS WHERE IS WITH ALL FAULTS, without warranty, express or implied as to any matters as more fully provided below. From the Effective Date through the duration of this Agreement, Landowner shall not take any action which may result in materially adverse effects as to the condition of the Property's title as evidenced by the Title Commitment having an effective date of XXXXX, 2021.
4. This Agreement is made with the understanding that the Parties will continue to negotiate in good faith for a purchase and sale of the Property. If a settlement for a negotiated purchase is not reached within twelve (12) months of the Effective Date, the City will request authority from the Grand Junction City Council to commence condemnation proceedings to arrive at a court-ordered determination of just compensation and transfer of title by Rule and Order. The City shall not unreasonably delay the commencement of condemnation proceedings upon the expiration of the 12-month negotiation period, and thereupon the Parties understand and agree that this Agreement shall continue in full force and effect until a Rule and Order as provided for in C.R.S. 38-1-105(3) is entered by the Mesa County District Court.
5. The P&U Consideration deposited in escrow at the Title Company shall be disbursed by the Title Company to Landowner ("Disbursement Date"), minus taxes or special assessments as described in paragraph 10 below, and minus any sums required to discharge liens that may attached to the Property prior to the Disbursement Date. The P&U Consideration disbursed pursuant to this Agreement shall be deducted by the Court from any award entered thereafter, or by the City from any negotiated settlement. The Landowner agrees that if the total sum of a negotiated settlement or award is less than the P&U Consideration, any consideration disbursed in excess shall be refunded by Landowner to the City within 30-days of such negotiated settlement or award.
6. The Parties agree that in the event condemnation proceedings are initiated, the valuation date for determining the amount of just compensation shall be the date the City takes possession of the Property and not the date of any subsequent valuation hearing.
7. Landowner agrees that the City has an immediate need to obtain possession of the Property, and the City requires immediate possession of the Property as that term is used in Colorado eminent domain statutes and case law in order to proceed with the construction of the Project. Landowner agrees that the City requires the Property for a public purpose and voluntarily agrees to transfer irrevocable possession of the Property for said public purpose. Landowner does not contest the City's standing to commence a condemnation action to secure possession of or title to the Property.
8. While the Parties agree to first negotiate a purchase of the Property in good faith, the Parties also agree that by entering into this Agreement, the Parties do not waive any right to raise any issue pertaining to just compensation for the Property at the time of the condemnation value trial, should that become necessary.
9. The purpose of this Agreement is to allow the City to proceed with its construction project without delay, to allow the City, its Contractors, Sub-Contractors or assigns to construct roadway, drainage and associated improvements in conjunction with and as part of the Project without delay, and to allow the Parties to avoid litigation at this time.

10. Real estate taxes and assessments imposed by any governmental agency having jurisdiction shall be prorated as of the Disbursement Date upon the most recent tax bills, and shall be a final settlement. The Landowner shall be responsible for prior years' taxes that have accrued and constitute a lien on the Property, and prorated taxes for the current year for the fee simple interests sought by the City, to the Disbursement Date. Special assessments shall be prorated according to the due dates of installments, with Landowner being responsible for installments that become due and payable before the Disbursement Date, and the City being responsible for installments that become due and payable on or after the Disbursement Date.
11. This Agreement shall be deemed a contract and it shall bind the parties only when signed by Landowners or their designated representatives and duly authorized representative(s) of the City. This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the City shall record this document with the Mesa County, Colorado Clerk and Recorder.
13. Other conditions.

a. LANDOWNER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY SPECIFICALLY ACKNOWLEDGES THAT THE CITY IS NOT RELYING ON (AND LANDOWNER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF LANDOWNER OF ANY KIND OR NATURE WHATSOEVER. THE CITY HEREBY RELEASES LANDOWNER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST LANDOWNER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAIMS AND OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSES, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ.; THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ.; AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ., OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. THE CITY REPRESENTS TO LANDOWNER THAT IT IS FAMILIAR WITH THE CONDITION OF THE PROPERTY IN ALL MATERIAL RESPECTS HAS CONDUCTED, OR WILL CONDUCT BEFORE THE DISBURSEMENT DATE, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF LANDOWNER WITH RESPECT THEREOF, THE CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS, AND THE CITY, ON THE DISBURSEMENT DATE, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED LANDOWNER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT THE CITY MIGHT HAVE ASSERTED OR ALLEGED AGAINST LANDOWNER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROPERTY OR TITLE THERETO. THE CITY AGREES THAT SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DISBURSEMENT DATE, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL NOT BE THE RESPONSIBILITY OF LANDOWNER. THE CITY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT LANDOWNER WOULD NOT HAVE AGREED TO GIVE POSSESSION AND USE OF THE PROPERTY TO THE CITY UNDER THIS AGREEMENT WITHOUT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS PARAGRAPH. THE TERMS AND CONDITIONS OF THIS PARAGRAPH WILL EXPRESSLY SURVIVE THE DISBURSEMENT DATE AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS OR TITLE CONVEYANCES IN ANY FORM.

b. This Possession and Use Agreement and the obligation of the City to proceed under its terms and conditions is expressly contingent upon the approval by resolution of the City Council of the City of Grand Junction. If not obtained on or before March 17, 2021, this Agreement shall be void and of no effect.

Usher NV, LLC, a Nevada limited liability company By: _____ Title: _____	Date: _____
City of Grand Junction, a Colorado home rule municipality By: _____ Title: _____	Date: _____

EXHIBIT "A"

2945-042-00-075
RIGHT OF WAY PARCEL NO. RW-10A

A parcel of land lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 (also known as Government Lot 3, Section 4), Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of a parcel of land described in Reception Number 2638571 and being more particularly described as follows:

Beginning at the NW Corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 also being the NW Corner of said Reception Number 2638571, and assuming the North line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 bears S89°56'50"E with all other bearings contained herein being relative thereto; thence S89°56'50"E along said north line a distance of 201.66 feet to the NE Corner said Reception Number 2638571; thence S0°01'31"E a distance of 11.95 feet to the south edge of the open, used and historic right of way for G Road; thence S89°48'07"W along said south edge a distance of 201.66 feet to a point on the west line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N0°01'56"W along said west line a distance of 12.84 feet to the point of beginning.

CONTAINING 2499 Square Feet or 0.06 Acres, more or less, as described.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R. B. P.
DATE: 07-30-2020
SCALE: N/A
APPR. BY: LC.

Portion of 2945-042-00-075
located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO

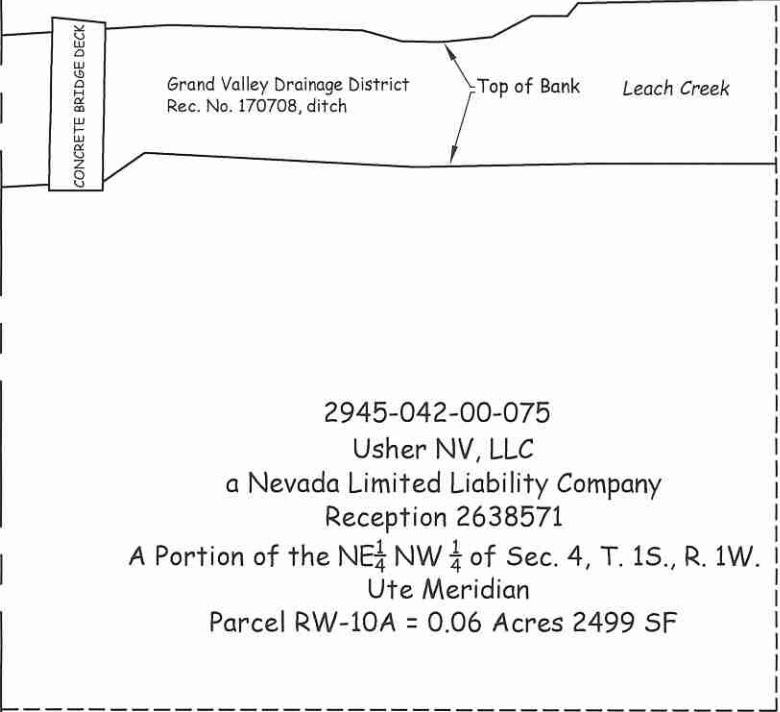
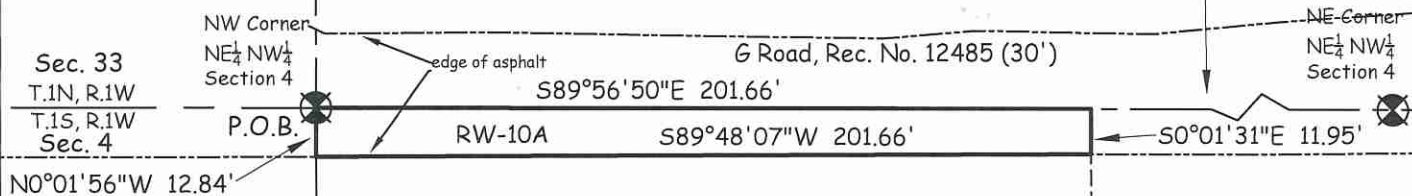


EXHIBIT "B"

2945-042-00-075
RIGHT OF WAY PARCEL NO. RW-10A

North line NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 4
(a.k.a. North line Gov't Lot 3)
S89°56'50"E 1320.64'

6' IRRIGATION & DRAINAGE EASEMENT



2945-042-00-075
Usher NV, LLC
a Nevada Limited Liability Company
Reception 2638571
A Portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4, T. 1S., R. 1W.
Ute Meridian
Parcel RW-10A = 0.06 Acres 2499 SF



ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE
- a.k.a. also known as



1 inch = 50 ft.

Lineal Units = U.S. Survey Foot

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DRAWN BY: R. B. P.
DATE: 07-30-2020
SCALE: 1" = 50'
APPR. BY: L.C.

Portion of 2945-042-00-075
located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "C"

**2945-042-00-075
RIGHT OF WAY PARCEL NO. RW-10B**

A parcel of land lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 (also known as Government Lot 3, Section 4), Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of a parcel of land described in Reception Number 2638571 and being more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 also being the NW Corner of said Reception Number 2638571, and assuming the North line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 bears S89°56'50"E with all other bearings contained herein being relative thereto; thence S0°01'56"E along the west line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ also being the west line said Reception Number 2638571 a distance of 12.84 feet to the south edge of the open, used and historic right of way for G Road being the point of beginning; thence N89°48'07"E along said south edge a distance of 201.66 feet to the east line said Reception Number 2638571; thence S0°01'31"E a distance of 11.53 feet; thence S87°04'27"W a distance of 201.92 feet to a point on the west line said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N0°01'56"W along said west line a distance of 21.13 feet to the point of beginning.

CONTAINING 3294 Square Feet or 0.08 Acres, more or less, as described.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R. B. P.
DATE: 07-30-2020
SCALE: N/A
APPR. BY: L.C.

Portion of 2945-042-00-075
located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "D"

2945-042-00-075
RIGHT OF WAY PARCEL NO. RW-10B

North line NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 4
(a.k.a. North line Gov't Lot 3)
S89°56'50"E 1320.64'

6' IRRIGATION & DRAINAGE EASEMENT

Sec. 33
T.1N, R.1W
T.1S, R.1W
Sec. 4

NW Corner
NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 4

NE-Corner
NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 4

edge of asphalt

G Road, Rec. No. 12485 (30')

P.O.C.

S0°01'56"E 12.84'
N0°01'56"W 21.13'

N89°48'07"E 201.66'

S0°01'31"E 11.53'

P.O.B.

RW-10B

S87°04'27"W 201.92'

CONCRETE BRIDGE DECK

Grand Valley Drainage District
Rec. No. 170708, ditch

Top of Bank

Leach Creek

2945-042-00-075
Usher NV, LLC
a Nevada Limited Liability Company
Reception 2638571
A Portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4, T. 1S., R. 1W.
Ute Meridian
Parcel RW-10B = 0.08 Acres 3294 SF



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
a.k.a.	also known as



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1 inch = 50 ft.

Lineal Units = U.S. Survey Foot

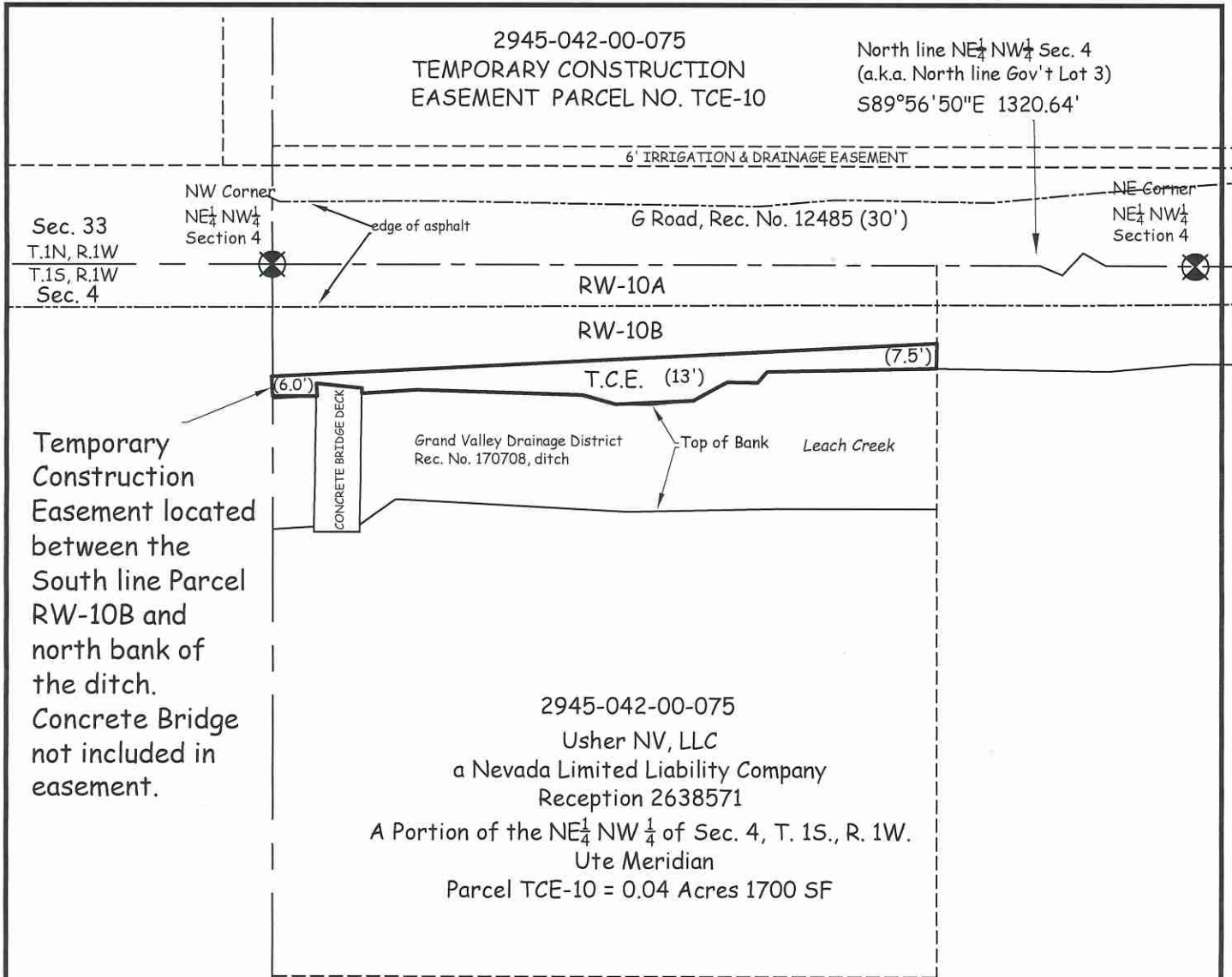
DRAWN BY: R. B. P.
DATE: 07-30-2020
SCALE: 1" = 50'
APPR. BY: L.C.

Portion of 2945-042-00-075
located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T. 1S., R. 1W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



N:\LandProj\24 Road & G Road Intersection\Legals-Surveyor Foler\Parcel 10

EXHIBIT "E"



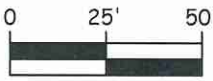
Temporary Construction Easement located between the South line Parcel RW-10B and north bank of the ditch. Concrete Bridge not included in easement.

2945-042-00-075
 Usher NV, LLC
 a Nevada Limited Liability Company
 Reception 2638571
 A Portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4, T. 15., R. 1W.
 Ute Meridian
 Parcel TCE-10 = 0.04 Acres 1700 SF



ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT



1 inch = 50 ft.

Lineal Units = U.S. Survey Foot

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DRAWN BY: R. B. P.
 DATE: 07-30-2020
 SCALE: 1" = 50'
 APPR. BY: L.C.

Portion of 2945-042-00-075
 located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
 T. 15., R. 1 W., Ute Meridian
 CITY OF GRAND JUNCTION
 MESA COUNTY, COLORADO



N:\LandProj\24 Road & G Road Intersection\Legals-Surveyor Foler\Parcel 10

**CITY OF GRAND JUNCTION COLORADO
POSSESSION AND USE AGREEMENT**

Project: 24 Road and G Road Improvements Project

Project Number: 207-F1903

Parcel Number(s): RW-11A, RW-11B, PE-11

Location: Grand Junction, Mesa County, Colorado

Mesa County Assessor's Parcel Number: 2945-042-00-076

This Possession and Use Agreement ("Agreement") is made this _____ day of _____, 20__ (the "Effective Date") between the **City of Grand Junction, a Colorado home rule municipality** (herein referred to as "the City"), and **Usher NV, LLC, a Nevada limited liability company** (herein referred to as "the Landowner") for the purpose of granting the irrevocable right to possession and use to the City, its contractors, agents, and all others deemed necessary by the City of the following parcels: **Parcels RW-11A and RW-11B in fee simple; and Parcel PE-11, a permanent sanitary sewer easement** (hereafter collectively referred to as "the Property") for the purpose of constructing a portion of the City's 24 and G Road Improvements Project (the "Project"). The Property is legally described and graphically illustrated in Exhibit "A" and Exhibit "B" as to Parcel RW-11A, Exhibit "C" and Exhibit "D" as to Parcel RW-11B, and Exhibit "E" and Exhibit "F" as to Parcel PE-11, which Exhibits are attached hereto and made a part hereof by reference. The City and the Landowner may hereafter be referred to individually as a "Party" or collectively as "Parties")

1. In consideration for this irrevocable grant of possession of the Property to the City, the City shall tender the sum of **\$16,363.00** ("P&U Consideration") to Abstract and Title Company of Mesa County ("the Title Company") as escrow agent for the Landowner on the Effective Date. The City shall be entitled to take possession of the Property immediately upon tender of the P&U Consideration into escrow at the Title Company. Without waiving any rights as to litigable issues concerning just compensation, the Parties understand the P&U Consideration represents 100 percent of the City's good faith estimate of fair market value of the just compensation owed to the Landowner.
2. The City has heretofore obtained its own commitment for title insurance to the Property having an effective date of XXXXX, 2021 ("Title Commitment"), and has provided a copy of the Title Commitment to the Landowner. The City represents to the Landowner that, as of the Effective Date, the City deems the condition of title to the Property to be satisfactory for the City's purposes. The City permanently waives any objections to title as the condition of title existed on the Effective Date.
3. The City acknowledges and agrees that Landowner has made and is making no disclosure, representation or warranty of any type or nature concerning any matter affecting the Property in any way. The City is acquiring the right to possess and use the Property AS-IS WHERE IS WITH ALL FAULTS, without warranty, express or implied as to any matters as more fully provided below. From the Effective Date through the duration of this Agreement, Landowner shall not take any action which may result in materially adverse effects as to the condition of the Property's title as evidenced by the Title Commitment having an effective date of XXXXX, 2021.
4. This Agreement is made with the understanding that the Parties will continue to negotiate in good faith for a purchase and sale of the Property. If a settlement for a negotiated purchase is not reached within twelve (12) months of the Effective Date, the City will request authority from the Grand Junction City Council to commence condemnation proceedings to arrive at a court-ordered determination of just compensation and transfer of title by Rule and Order. The City shall not unreasonably delay the commencement of condemnation proceedings upon the expiration of the 12-month negotiation period, and thereupon the Parties understand and agree that this Agreement shall continue in full force and effect until a Rule and Order as provided for in C.R.S. 38-1-105(3) is entered by the Mesa County District Court.
5. The P&U Consideration deposited in escrow at the Title Company shall be disbursed by the Title Company to Landowner ("Disbursement Date"), minus taxes or special assessments as described in paragraph 10 below, and minus any sums required to discharge liens that may attached to the Property prior to the Disbursement Date. The P&U Consideration disbursed pursuant to this Agreement shall be deducted by the Court from any award entered thereafter, or by the City from any negotiated settlement. The Landowner agrees that if the total sum of a negotiated settlement or award is less than the P&U Consideration, any consideration disbursed in excess shall be refunded by Landowner to the City within 30-days of such negotiated settlement or award.
6. The Parties agree that in the event condemnation proceedings are initiated, the valuation date for determining the amount of just compensation shall be the date the City takes possession of the Property and not the date of any subsequent valuation hearing.
7. Landowner agrees that the City has an immediate need to obtain possession of the Property, and the City requires immediate possession of the Property as that term is used in Colorado eminent domain statutes and case law in order to proceed with the construction of the Project. Landowner agrees that the City requires the Property for a public purpose and voluntarily agrees to transfer irrevocable possession of the Property for said public purpose. Landowner does not contest the City's standing to commence a condemnation action to secure possession of or title to the Property.
8. While the Parties agree to first negotiate a purchase of the Property in good faith, the Parties also agree that by entering into this Agreement, the Parties do not waive any right to raise any issue pertaining to just compensation for the Property at the time of the condemnation value trial, should that become necessary.
9. The purpose of this Agreement is to allow the City to proceed with its construction project without delay, to allow the City, its Contractors, Sub-Contractors or assigns to construct roadway, drainage and associated improvements in conjunction with and as part of the Project without delay, and to allow the Parties to avoid litigation at this time.

10. Real estate taxes and assessments imposed by any governmental agency having jurisdiction shall be prorated as of the Disbursement Date upon the most recent tax bills, and shall be a final settlement. The Landowner shall be responsible for prior years' taxes that have accrued and constitute a lien on the Property, and prorated taxes for the current year for the fee simple interests sought by the City, to the Disbursement Date. Special assessments shall be prorated according to the due dates of installments, with Landowner being responsible for installments that become due and payable before the Disbursement Date, and the City being responsible for installments that become due and payable on or after the Disbursement Date.
11. This Agreement shall be deemed a contract and it shall bind the parties only when signed by Landowners or their designated representatives and duly authorized representative(s) of the City. This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the City shall record this document with the Mesa County, Colorado Clerk and Recorder.
13. Other conditions.

a. LANDOWNER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY SPECIFICALLY ACKNOWLEDGES THAT THE CITY IS NOT RELYING ON (AND LANDOWNER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF LANDOWNER OF ANY KIND OR NATURE WHATSOEVER. THE CITY HEREBY RELEASES LANDOWNER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST LANDOWNER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAIMS AND OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSES, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ.; THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ.; AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ., OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. THE CITY REPRESENTS TO LANDOWNER THAT IT IS FAMILIAR WITH THE CONDITION OF THE PROPERTY IN ALL MATERIAL RESPECTS HAS CONDUCTED, OR WILL CONDUCT BEFORE THE DISBURSEMENT DATE, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF LANDOWNER WITH RESPECT THEREOF, THE CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS, AND THE CITY, ON THE DISBURSEMENT DATE, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED LANDOWNER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT THE CITY MIGHT HAVE ASSERTED OR ALLEGED AGAINST LANDOWNER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROPERTY OR TITLE THERETO. THE CITY AGREES THAT SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DISBURSEMENT DATE, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL NOT BE THE RESPONSIBILITY OF LANDOWNER. THE CITY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT LANDOWNER WOULD NOT HAVE AGREED TO GIVE POSSESSION AND USE OF THE PROPERTY TO THE CITY UNDER THIS AGREEMENT WITHOUT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS PARAGRAPH. THE TERMS AND CONDITIONS OF THIS PARAGRAPH WILL EXPRESSLY SURVIVE THE DISBURSEMENT DATE AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS OR TITLE CONVEYANCES IN ANY FORM.

b. This Possession and Use Agreement and the obligation of the City to proceed under its terms and conditions is expressly contingent upon the approval by resolution of the City Council of the City of Grand Junction. If not obtained on or before March 17, 2021, this Agreement shall be void and of no effect.

Usher NV, LLC, a Nevada limited liability company By: _____ Title: _____	Date: _____
City of Grand Junction, a Colorado home rule municipality By: _____ Title: _____	Date: _____

EXHIBIT "A"

2945-042-00-076
RIGHT OF WAY PARCEL NO. RW-11A

A parcel of land lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 (also known as Government Lot 3, Section 4), Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of a parcel of land described in Reception Number 2638564 and being more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 also being the NW Corner of Right-of-Way Parcel No. RW-10A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20____, under Reception No. _____, and assuming the North line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 bears S89°56'50"E with all other bearings contained herein being relative thereto; thence S89°56'50"E along the north line said Parcel No. RW-10A a distance of 201.66 feet to the NE Corner said Parcel No. RW-10A being the point of beginning; thence S89°56'50"E a distance of 919.01 feet to the northwest corner of a Right-of-Way parcel of land described in Reception Number 2197740 (Book 3678 Page 585); thence S0°03'10"W along the west line said Reception Number 2197740 a distance of 9.00 feet to the south edge of the open, used and historic right of way for G Road; thence S89°52'07"W along said south edge a distance of 919.00 feet to the SE Corner said Right-of-Way Parcel No. RW-10A; thence N0°01'31"W along the east line said Right-of-Way Parcel No. RW-10A a distance of 11.95 feet to the point of beginning.

CONTAINING 0.22 Acres or 9628 Square Feet, more or less, as described.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE
- Rec. RECEPTION
- No. NUMBER

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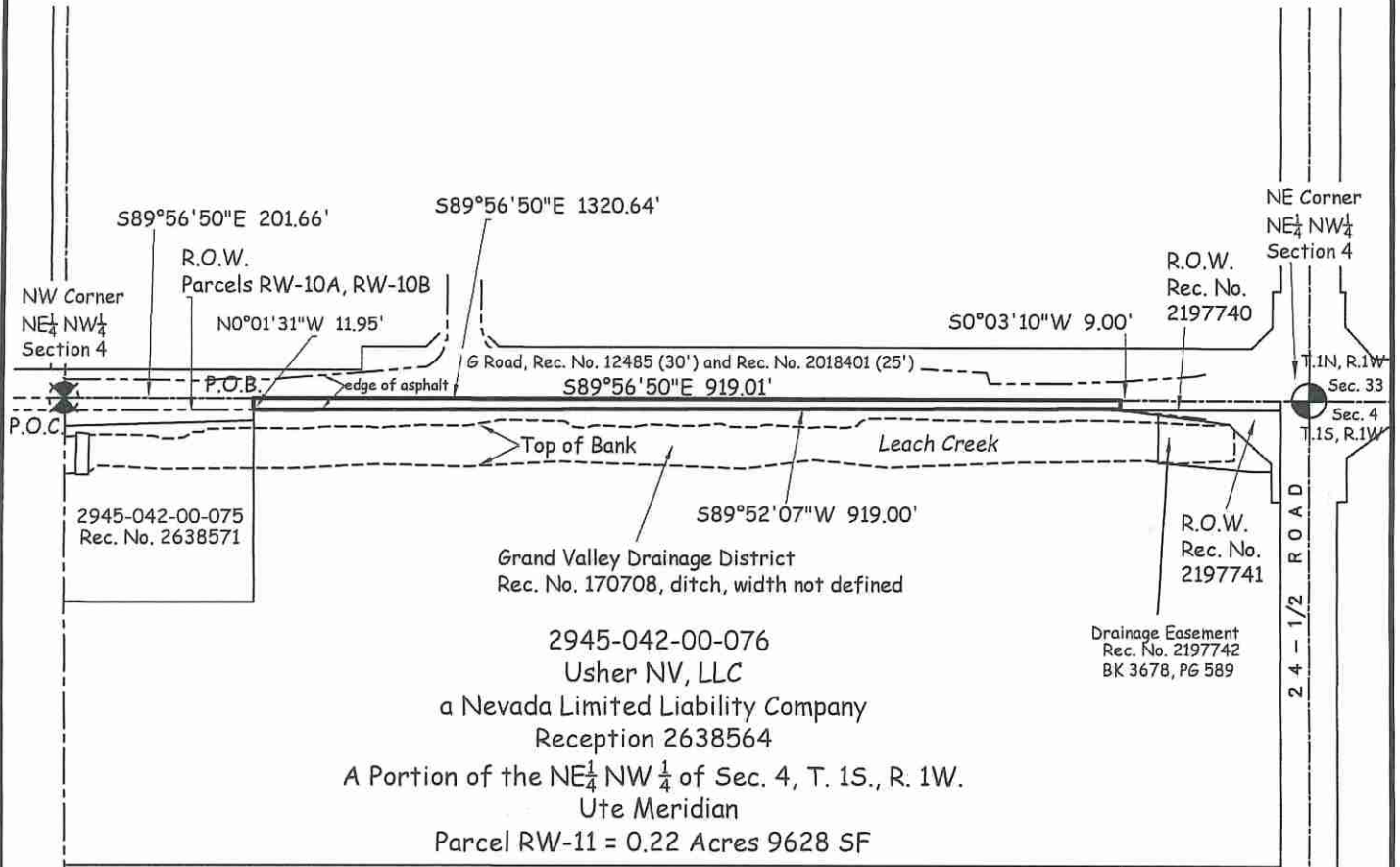
DRAWN BY: R. B. P.
DATE: 07-30-2020
SCALE: N/A
APPR. BY: L.C.

Portion of 2945-042-00-076
located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T.1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "B"

2945-042-00-076
RIGHT OF WAY PARCEL NO. RW-11A

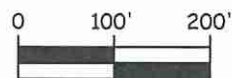


2945-042-00-076
Usher NV, LLC
a Nevada Limited Liability Company
Reception 2638564
A Portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 4, T. 1S., R. 1W.
Ute Meridian
Parcel RW-11 = 0.22 Acres 9628 SF



ABBREVIATIONS

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- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE
- a.k.a. also known as
- Rec. RECEPTION
- No. NUMBER



1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

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DRAWN BY: R. B. P.
DATE: 07-30-2020
SCALE: 1" = 200'
APPR. BY: L.C.

Portion of 2945-042-00-076
located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "C"

**2945-042-00-076
RIGHT OF WAY PARCEL NO. RW-11B**

A parcel of land lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 (also known as Government Lot 3, Section 4), Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of a parcel of land described in Reception Number 2638564 and being more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 also being the NW Corner of Right-of-Way Parcel No. RW-10A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20 __, under Reception No. _____, and assuming the North line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 bears S89°56'50"E with all other bearings contained herein being relative thereto; thence S89°56'50"E along the north line said Parcel No. RW-10A a distance of 201.66 feet to the NE Corner said Parcel No. RW-10A; thence S0°01'31"E along the east line said RW-10A a distance of 11.95 feet to the point of beginning; thence N89°52'07"E a distance of 919.00 feet to the west line of a Right-of-Way parcel of land described in Reception Number 2197740 (Book 3678 Page 585); thence S0°03'10"W along said west line said Reception Number 2197740 a distance of 1.17 feet to the northwest corner of a Right-of-Way parcel of land described in Reception Number 2197741 (Book 3678, Page 587); thence S82°31'30"E along the southerly line said Reception Number 2197741 a distance of 74.18 feet; thence N86°05'12"W a distance of 68.73 feet; thence S89°51'40"W a distance of 815.88 feet; thence S87°04'27"W a distance of 108.23 feet to the SE Corner of Right-of-Way Parcel No. RW-10B conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20 __, under Reception No. _____; thence N0°01'31"W along the east line said Right-of-Way Parcel No. RW-10B a distance of 11.53 feet to the point of beginning.

CONTAINING 0.14 Acres or 6155 Square Feet, more or less, as described.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	RECEPTION
No.	NUMBER

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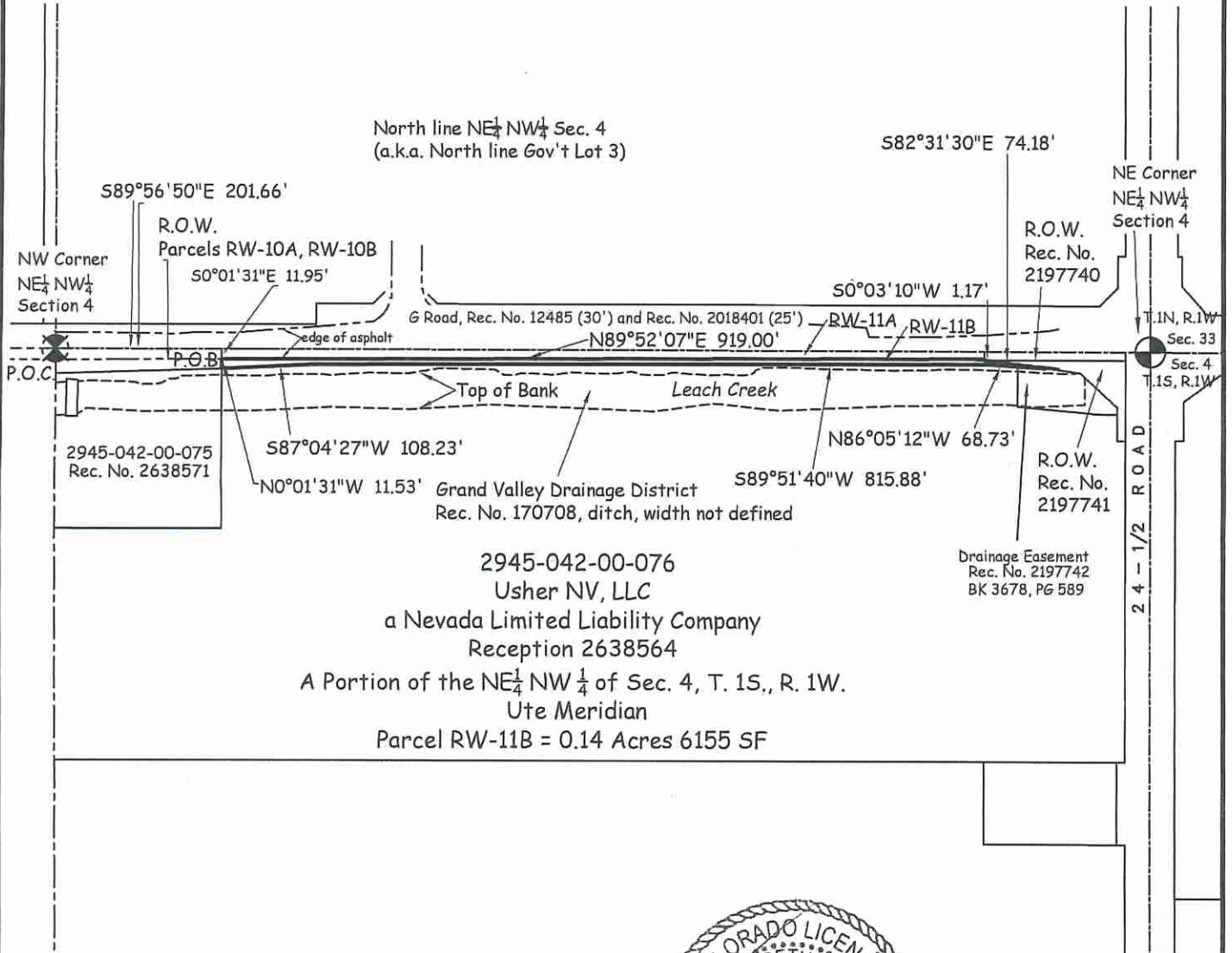
DRAWN BY: R. B. P.
DATE: 07-30-2020
SCALE: N/A
APPR. BY: L.C.

Portion of 2945-042-00-076
located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T.1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "D"

2945-042-00-076
RIGHT OF WAY PARCEL NO. RW-11B

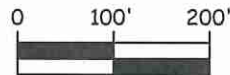


ABBREVIATIONS

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R.	RANGE
a.k.a.	also known as
Rec.	RECEPTION
No.	NUMBER



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DRAWN BY: R. B. P.
DATE: 07-30-2020
SCALE: 1" = 200'
APPR. BY: L.C.

Portion of 2945-042-00-076
located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T. 1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "E"

**2945-042-00-076
SANITARY SEWER EASEMENT PARCEL NO. PE-11**

A parcel of land lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 (also known as Government Lot 3, Section 4), Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of a parcel of land described in Reception Number 2638564 and being more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 also being the NW Corner of Right-of-Way Parcel No. RW-10A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20____, under Reception No. _____, and assuming the North line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 bears S89°56'50"E with all other bearings contained herein being relative thereto; thence S89°56'50"E along the north line said Parcel No. RW-10A a distance of 201.66 feet to the NW Corner of Right-of-Way Parcel No. RW-11A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20____, under Reception No. _____; thence S0°01'31"E along the west line said RW-11A and the west line of Right-of-Way Parcel No. RW-11B conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on _____, 20____, under Reception No. _____, a distance of 23.48 feet to the point of beginning; thence along the south line said RW-11B for the following three courses N87°04'27"E a distance of 108.23 feet; N89°51'40"E a distance of 815.88 feet; S86°05'12"E a distance of 35.10 feet to the west line of a drainage easement described in Reception Number 2197742 (Book 3678 Page 589); thence S0°03'26"W along said west line Reception Number 2197742 a distance of 8.74 feet; thence S89°56'08"W a distance of 958.98 feet to the east line of a parcel of land described in a deed filed under Reception No. 2638571; thence N0°01'31"W a distance of 4.71 feet to the point of beginning.

CONTAINING 9835 Square Feet or 0.23 Acres, more or less, as described.

Authored by: Renee B. Parent, CO LS38266
City Surveyor
City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	RECEPTION
No.	NUMBER
UE	UTILITY EASEMENT

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

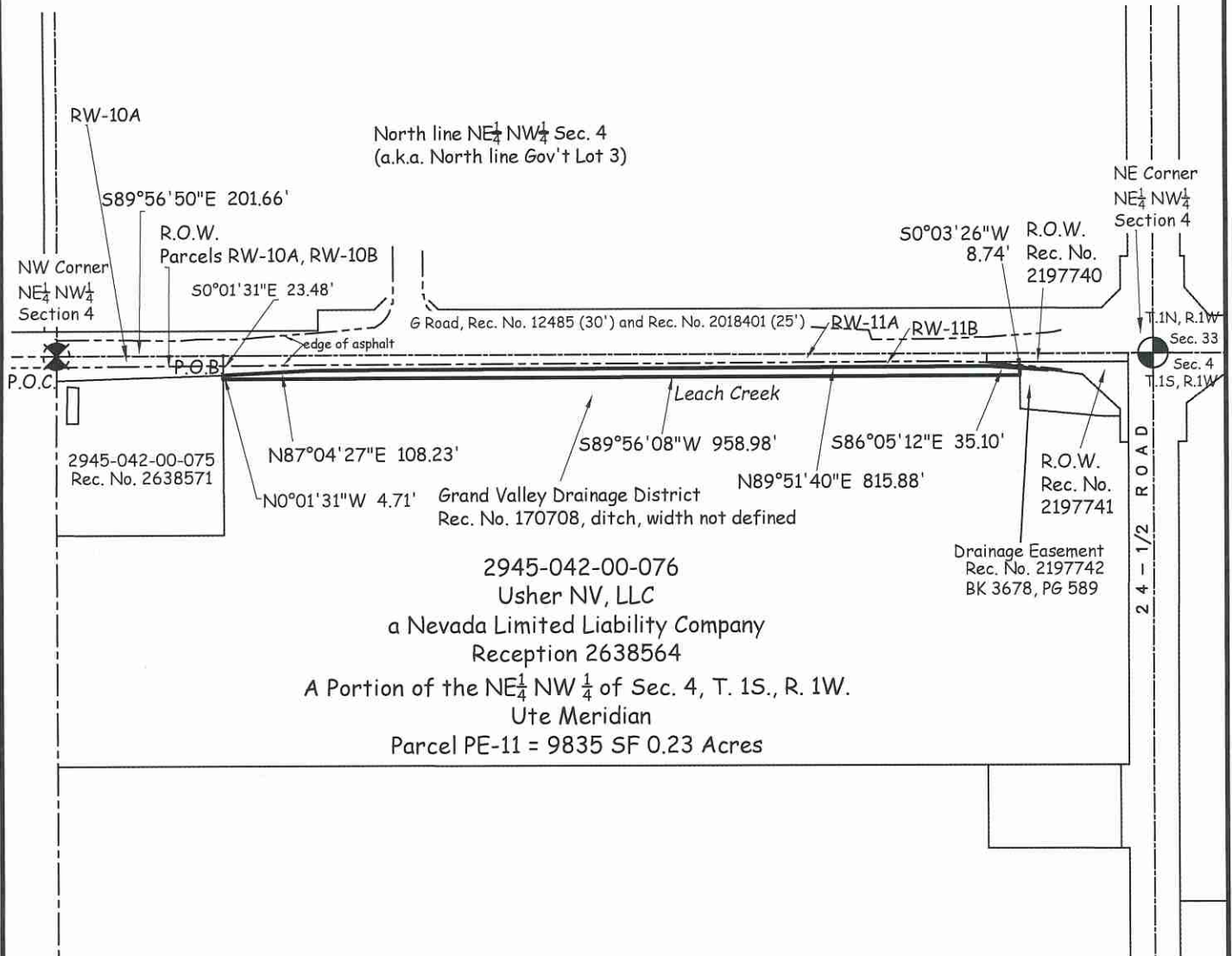
DRAWN BY: R. B. P.
DATE: 10-21-2020
SCALE: N/A
APPR. BY: L.C.

Portion of 2945-042-00-076
located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 4
T.1S., R. 1 W., Ute Meridian
CITY OF GRAND JUNCTION
MESA COUNTY, COLORADO



EXHIBIT "F"

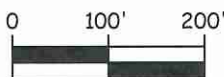
2945-042-00-076
 SANITARY SEWER EASEMENT PARCEL NO. PE-11



2945-042-00-076
 Usher NV, LLC
 a Nevada Limited Liability Company
 Reception 2638564
 A Portion of the NE 1/4 NW 1/4 of Sec. 4, T. 1S., R. 1W.
 Ute Meridian
 Parcel PE-11 = 9835 SF 0.23 Acres

ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE
- a.k.a. also known as
- Rec. RECEPTION
- No. NUMBER
- UE Utility Easement



1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

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 DATE: 10-21-2020
 SCALE: 1" = 200'
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Portion of 2945-042-00-076
 located in the NE 1/4 NW 1/4 OF SECTION 4
 T. 1S., R. 1 W., Ute Meridian
 CITY OF GRAND JUNCTION
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