

GJT06SAN

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (TEMPORARY EMERGENCY ACCESS EASEMENT)
NAME OF PROPERTY OWNER OR GRANTOR:	GJ TECH CENTER, LLC.
PURPOSE:	TEMPORARY EMERGENCY ACCESS EASEMENT, INNOVATIVE TEXTILES, PHASE 2
ADDRESS:	559 SANDHILL
TAX PARCEL NO.:	2945-092-12-002
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF EMERGENCY ACCESS EASEMENT

GJ Tech Center, LLC, a Colorado limited liability company ("GJ Tech") the owner of Lot 2 of Blue Heron Lake Industrial Park, Book 3805 Page 878 of the Mesa County Clerk & Recorder's records, whose address is 559 Sandhill Lane, Grand Junction, CO 81505 and Action Campus, LLC, a Colorado limited liability company ("Action Campus") the owner of Lot 1 of Blue Heron Lake Industrial Park, Book 3805 Page 878 of the Mesa County Clerk & Recorder's records, whose address is 2415 Blue Heron Lake, Grand Junction, CO 81505 (collectively "Grantors"), for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents does hereby grant and convey to the City of Grand Junction, a Colorado home rule municipality, ("Grantee"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a perpetual Emergency Access Easement for the use and benefit of Grantee for emergency access by the fire department, ambulance services, and police department, and any other vehicle, equipment, or personnel deemed necessary by the Grantee for an emergency, as a perpetual easement for ingress and egress on Grantors' properties for access over and across Grantors' properties to the public road right-of-way meeting with the easement and to Lot 3 of the City Market Subdivision as set forth in plat recorded in Book 3607 Page 397 of the Mesa County Clerk & Recorder's records. The easement area is more specifically described as on, along, over, and across the following described parcel of land, to wit:

See attached Exhibit A which is incorporated herein as if fully rewritten.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress and removing and/or trimming of trees and bushes as may be required to permit the operation of standard emergency equipment, the said Grantors hereby covenant with Grantee that the easement area shall not be burdened or overburdened by the installation, construction or placement of any structures or any other item or fixture which might be detrimental to the vehicles, equipment, or personnel of Grantee or which might act to prevent reasonable ingress and egress for Grantee on, along, over, and across the easement area. Each of the said Grantors for itself hereby further covenants with Grantee that said Grantor has good title to the aforescribed respective premises; that each has good and lawful right to grant this easement; that each will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever, subject to easements, reservations, and encumbrances of record.

GJ Tech and Action Campus shall be responsible for constructing the necessary improvements on that portion of the easement area located on their respective properties. Once constructed, GJ Tech and Action Campus agree to share equally in the costs of maintaining the improvements in Easement Area #1 as defined in the Reciprocal Easement Agreement entered into by Grantors and Grantee on December 23, 2004 and recorded with the Mesa County Clerk & Recorder in Book 3805 Page 883 in a safe and operational condition. In the event such improvements are damaged by the willful or negligent conduct of GJ Tech or Action Campus or by an agent, guest, employee, invitee,

or licensee of one of them, then the party causing the damage or the party whose agent, guest, employee, invitee, or licensee caused the damage shall be solely responsible for the cost of repairing the damage. GJ Tech shall be responsible for installing and maintaining in a safe and operational condition the necessary improvements as approved by Grantee on the remainder of the easement on GJ Tech's property.


GJ Tech and Action Campus shall hold harmless and indemnify each other from and against any and all claims, actions and liability for any injuries or damages to any of their respective agents, guests, employees, invitees, or licensees that occur within Easement Area #1, regardless of whether they occur within Lot 1 or Lot 2 of Blue Lake Industrial Park.

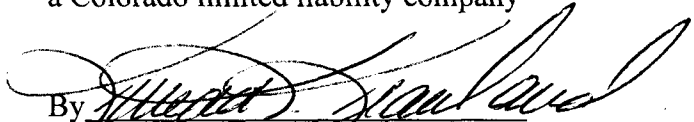
The easement shall run with the lands to which it is appurtenant.

Executed and delivered the 9TH day of June, 2006.

ACTION CAMPUS, LLC,
a Colorado limited liability company

GJ TECH CENTER, LLC,
a Colorado limited liability company

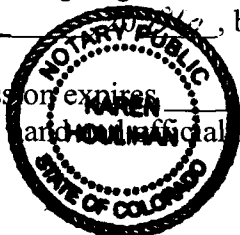
By 
Grady Busse, its Manager

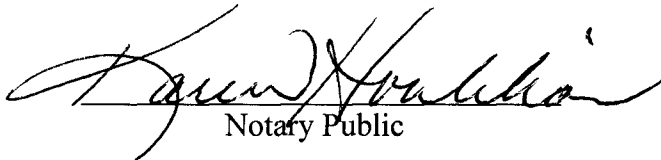
By 
Konrad Krauland, its Manager

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 9TH day of June, by Grady Busse, Manager for Action Campus, LLC.

My commission expires _____.
Witness my hand and official seal.

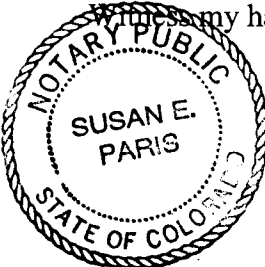




Notary Public

My Commission Expires 02/16/2010
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 9th day of June, 2006, by Konrad Krauland, Manager for GJ Tech Center, LLC.

My commission expires 11-07-2008.
Witness my hand and official seal.




Notary Public

JOINDER AND SUBORDINATION OF MORTGAGEE

Wells Fargo Bank, N.A., being the current holder and mortgagee under that certain Open-End Mortgage Deed and Security Agreement dated January 21, 2005, recorded February 7, 2005, as instrument No. 2237347 in the Mesa County, Colorado records (the "Mortgage") hereby consents to the foregoing Grant of Emergency Access Easement and agrees that the lien of the Mortgage shall be subordinate to the terms and conditions of this Grant of Emergency Access Easement.

Wells Fargo Bank, N.A.

By: Thomas W. Espeland, V.P.

STATE OF Colorado) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me by Thomas W. Espeland as Vice President of Wells Fargo Bank, N.A., on June 9, 2006.

Witness my hand and official seal.

My commission expires

My Commission Expires
01/26/2008

Megan Richards
Notary Public

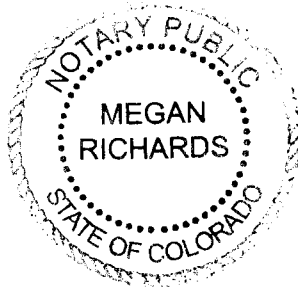


Exhibit A

EMERGENCY ACCESS EASEMENT

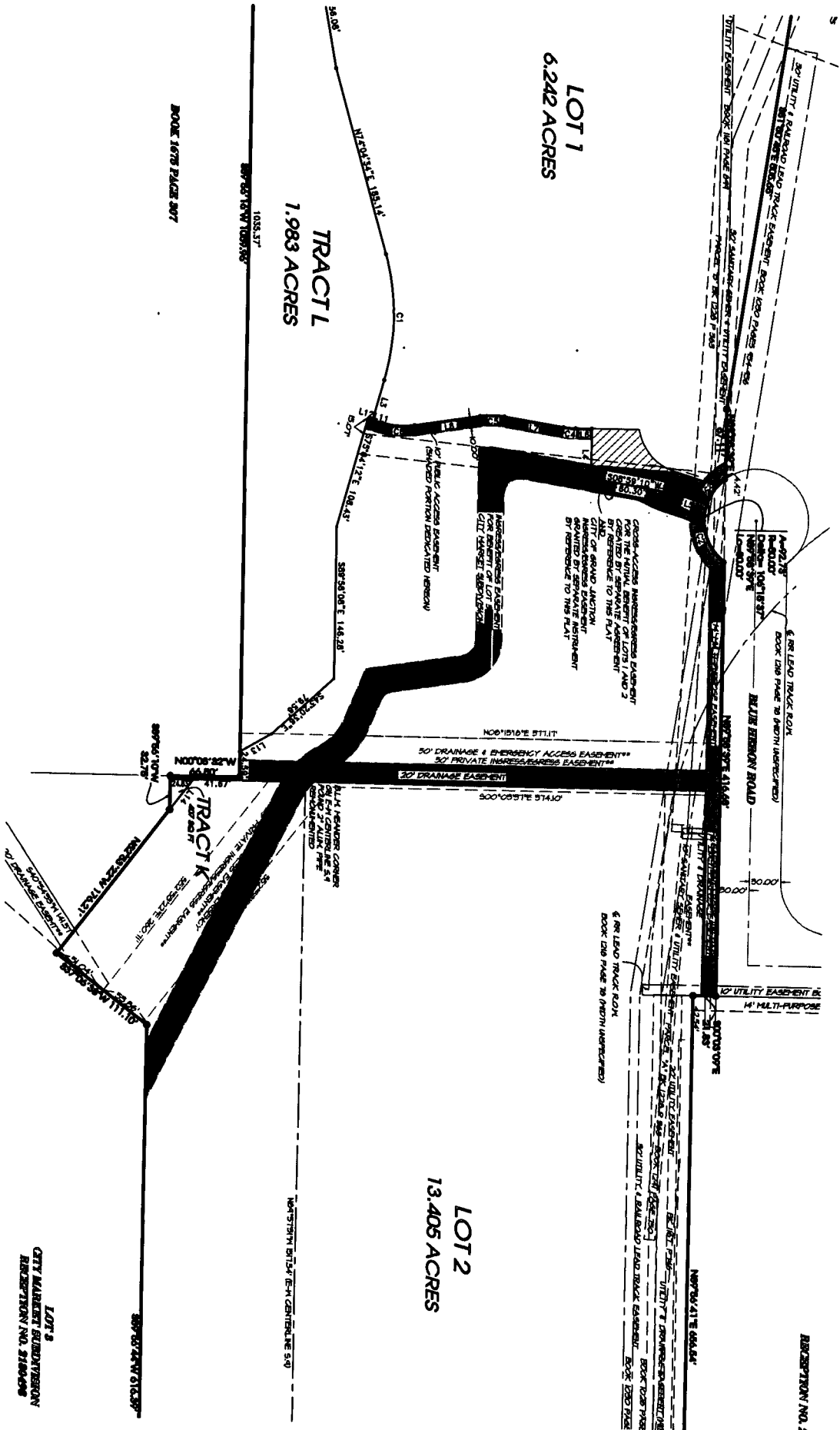
DESCRIPTION

An easement across Lots 1 and 2 of Blue Heron Lake Industrial Park, for the benefit of Lot 3 of City Market Subdivision, in the County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at the corner common to said Lots 1 and 2, being a point on the Southerly right-of-way line of Blue Heron Road on a 50.00 foot radius curve to the left;
Thence 19.72 feet along the arc of said curve, through a central angle of 22°35'36", with a chord bearing South 83°17'58" East, a distance of 19.59 feet;
Thence South 16°57'03" West, a distance of 42.82 feet;
Thence 18.33 feet along the arc of a 89.00 foot radius tangent curve to the right, through a central angle of 11°47'56", with a chord bearing South 22°51'02" West, a distance of 18.30 feet to a point of reverse curvature;
Thence 10.34 feet along the arc of a 30.00 foot radius curve to the left, through a central angle of 19°45'00", with a chord bearing South 18°52'30" West, a distance of 10.29 feet;
Thence South 09°00'00" West tangent to said curve, a distance of 110.31 feet;
Thence 25.93 feet along the arc of a 15.00 foot radius tangent curve to the left, through a central angle of 99°02'47", with a chord bearing South 40°31'23" East, a distance of 22.82 feet;
Thence North 89°57'13" East tangent to said curve, a distance of 141.67 feet;
Thence 56.58 feet along the arc of a 40.00 foot radius tangent curve to the right, through a central angle of 81°02'47", with a chord bearing South 49°31'23" East, a distance of 51.98 feet;
Thence South 09°00'00" East tangent to said curve, a distance of 68.38 feet;
Thence 17.31 feet along the arc of a 15.25 foot radius non-tangent curve to the left, through a central angle of 65°00'50", with a chord bearing South 35°22'21" East, a distance of 16.39 feet;
Thence South 68°02'04" East, a distance of 31.58 feet;
Thence 51.01 feet along the arc of a 75.00 foot radius tangent curve to the right, through a central angle of 38°58'16", with a chord bearing South 48°32'56" East, a distance of 50.04 feet to a point of reverse curvature;
Thence 42.22 feet along the arc of a 69.50 foot radius curve to the left, through a central angle of 34°48'33", with a chord bearing South 46°28'05" East, a distance of 41.58 feet;
Thence South 63°52'22" East tangent to said curve, a distance of 325.79 feet to the South line of said Lot 2;
Thence along said South line, South 89°56'44" West, a distance of 56.66 feet;
Thence North 63°52'22" West, a distance of 274.95 feet;
Thence 57.41 feet along the arc of a 94.50 foot radius tangent curve to the right, through a central angle of 34°48'33", with a chord bearing North 46°28'05" West, a distance of 56.53 feet to a point of reverse curvature;
Thence 34.01 feet along the arc of a 50.00 foot radius curve to the left, through a central angle of 38°58'16", with a chord bearing North 48°32'56" West, a distance of 33.36 feet;
Thence North 68°02'04" West tangent to said curve, a distance of 54.22 feet;
Thence North 09°00'00" West, a distance of 92.85 feet;
Thence 21.22 feet along the arc of a 15.00 foot radius tangent curve to the left, through a central angle of 81°02'47", with a chord bearing North 49°31'23" West, a distance of 19.49 feet;
Thence South 89°57'13" West tangent to said curve, a distance of 184.58 feet;
Thence North 09°00'00" West, a distance of 12.65 feet;
Thence North 09°00'00" East, a distance of 98.42 feet;

Thence North $03^{\circ}37'05''$ East, a distance of 79.75 feet;
Thence North $16^{\circ}57'03''$ East, a distance of 43.79 feet to a point on the Southerly right-of-way line of Blue Heron Road, being on a 50.00 foot radius non-tangent curve to the left;
Thence 20.36 feet southeasterly along the arc of said curve, through a central angle of $23^{\circ}19'50''$, with a chord bearing South $60^{\circ}20'15''$ East, a distance of 20.22 feet to the Point of Beginning.

RECORDER NOTE: POOR QUALITY DOCUMENT
 PROVIDED FOR REPRODUCTION



LOT 1
 6.242 ACRES

TRACT L
 1.983 ACRES

LOT 2
 13.405 ACRES

BOOK 1678 PAGE 307

RECORDATION NO. 1

LOT 3
 CITY MARKET SUBDIVISION
 RESECTION NO. 3180048