

SPN06WMS

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (INGRESS AND EGRESS)
NAME OF PROPERTY OWNER OR GRANTOR:	SPENDRUP AND ASSOCIATES, INC.
PURPOSE:	CHULUOTA SUBDIVISION ALLEY VACATION
ADDRESS:	411 WEST MAIN STREET
TAX PARCEL NO.:	2945-154-20-001
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

INGRESS AND EGRESS EASEMENT AGREEMENT

This INGRESS AND EGRESS EASEMENT AGREEMENT is made and entered into as of the 20th day of March, 2006, by and between The City of Grand Junction, a Colorado home rule municipality, whose legal address is 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter referred to as "the City", and Spendrup and Associates, Inc., a Colorado corporation, whose legal address is 409 West Main Street, Grand Junction, Colorado 81501, hereinafter referred to as "Spendrup".

RECITALS:

- A. The City believes it is the owner of that certain real property in the County of Mesa, State of Colorado, as described by Quitclaim Deed dated May 18, 2005 and recorded May 26, 2005, in Book 3905 at Page 440, Reception No. 2255891 in the office of the Mesa County Clerk and Recorder, hereinafter referred to as "the City Property".
- B. Spendrup is the owner of that certain real property described as Lot 4 of Chuluota Subdivision, situate in the Southeast $\frac{1}{4}$ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 4116 at Page 510, Reception No. 2307525 in the office of the Mesa County Clerk and Recorder, hereinafter referred to as "the Spendrup Property".
- C. The City and Spendrup, by this Agreement, desire to create an Ingress and Egress Easement ("the Easement"), on, along, over, through and across a portion of the City Property for the non-exclusive use and benefit of the Spendrup Property.

NOW, THEREFORE, in consideration of the mutual promises and agreements to be kept by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** The City hereby conveys to Spendrup a non-exclusive easement ("the Easement") for vehicular and pedestrian ingress and egress purposes, on, along, over, through and across that portion of the City Property as more particularly described in **Exhibit "A"** and depicted on **Exhibit "B"**, which Exhibits are attached hereto and incorporated herein by reference, to have and to hold unto Spendrup and unto Spendrup's successors and assigns, subject to the terms, covenants, conditions, duties and obligations herein stated.
2. **Easement Purpose and Permitted Uses.** The purpose of the Easement is to provide vehicular and pedestrian ingress and egress to and from the Spendrup Property, including the use thereof by Spendrup's guests and invitees and also for use by the public services, including, but not limited to, police, fire, emergency, utility and sanitation services ingressing and egressing to and from the Spendrup Property. The easement rights herein granted do not authorize or permit Spendrup to utilize the Easement for any other purposes or to install structures, improvements or any other item or fixture within the area of the Easement without the City's prior written consent.
3. **Spendrup's Use to be Non-Exclusive.** The easement rights herein conveyed for the benefit of the Spendrup Property are non-exclusive. The City reserves the right to use the Easement for any lawful purpose and to encumber the Easement with additional easements, whether appurtenant or in gross, so long as such uses and/or further encumbrances will not interfere with Spendrup's use and quiet enjoyment of the Easement.
4. **Condition and Maintenance of the Easement.**
 - 4.1 The City shall have no responsibility to repair or maintain the surface or condition of the Easement; provided, however, that the City shall not place any obstructions on, along, over, through or across the Easement area, willfully or maliciously cause damage to the surface or condition of the Easement or knowingly perform any act that would cause damage to persons or property.

4.2 Spendrup shall have the right, at no cost or expense to the City, to install gravel, asphalt, concrete, or any other surface improvement that benefits the use and condition of the Easement area.

4.3 In the event the Easement area is damaged due to fire, flood or other natural cause, or if the Easement Area deteriorates to the extent that it is no longer functional for the purposes of ingressing and egressing to and from the Spendrup Property, the City shall have no responsibility or obligation to repair the Easement area nor to otherwise make the Easement area usable.

5. **General Indemnification.** Spendrup hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold the City, its officers, employees, agents and assets harmless from any and all claims, costs, judgments, awards or liability, including attorneys' fees and costs (except those caused by the City's gross negligence or willful or wanton acts) to any person or with regard to any property, including claims arising from injury or death, resulting from Spendrup's use of the Easement.

6. **Easement to Run with Land.** The Easement hereby granted shall be appurtenant to and run with the Spendrup Property, such that a transfer of legal title of the Spendrup Property shall automatically be subject to the terms and conditions of this Agreement.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

8. **Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by both parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the day and year first above written.

Attest:

For the City of Grand Junction,
a Colorado home rule municipality



City Clerk



City Manager



For Spendrup and Associates, Inc.,
a Colorado corporation

By 

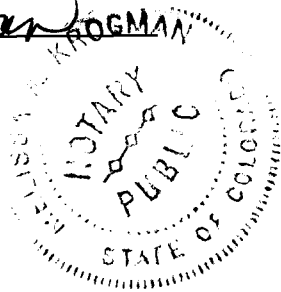
John O. Spendrup, President

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 20th day of March, 2006, by Kelly Arnold as City Manager and attested to by Stephanie Tuin as City Clerk of the City of Grand Junction, a Colorado home rule municipality.

My commission expires: 8-18-08
Witness my hand and official seal.

Melissa A. Krogman
Notary Public



State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 10th day of March, 2006, by John O. Spendrup as President of Spendrup and Associates, Inc., a Colorado corporation.

My commission expires: 5/11/2006
Witness my hand and official seal.

Jim Woodmansee
Notary Public

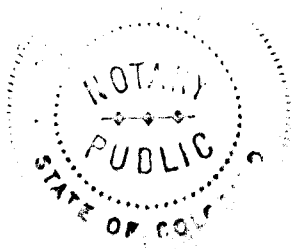


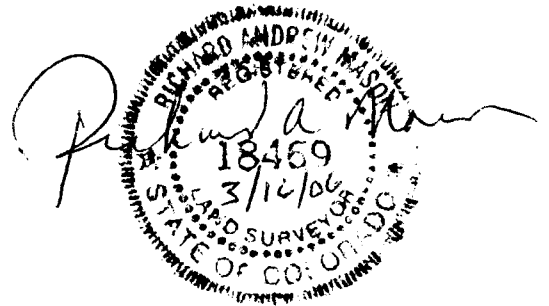
EXHIBIT "A"

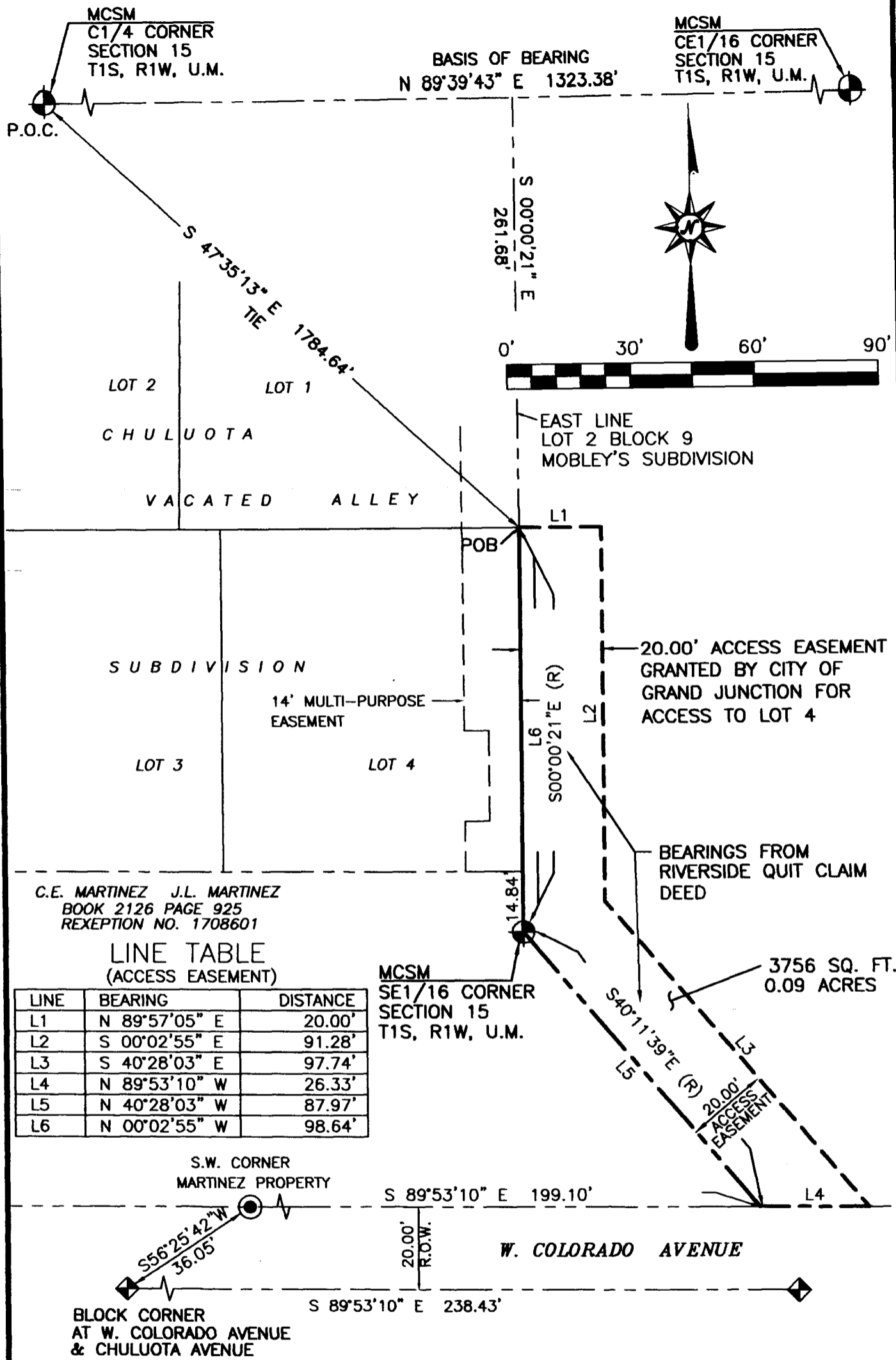
A twenty foot wide access easement for ingress and egress to Lot 4, Chuluota Subdivision, on and across that certain tract of land situate in the NW1/4SE1/4 of Section 15, Township One South, Range One West of the Ute Meridian, City of Grand Junction, County of Mesa, said easement being more particularly described as follows:

Commencing at a Mesa County Survey Marker for the Center ¼ Corner of said Section 15, from whence a Mesa County Survey Marker for the CE 1/16 Corner of said Section 15 bears N89°39'43"E, according to the Mesa County Local Coordinate System, for a distance of 1323.38 feet; thence S 47°35'13"E for a distance of 1784.64 feet to the northeast corner of said Lot 4 and the Point of Beginning; thence N89°57'05"E for a distance of 20.00 feet; thence S00°02'55"E, parallel with the easterly line of said Lot 4, for a distance of 91.28 feet; thence S40°28'03"E, parallel with the easterly line of that certain parcel granted by Judith Diaz to Cindy Enos-Martinez and Jose L. Martinez by warranty deed recorded in the Office of the Mesa County Clerk and Recorder at Reception Number 1708601, also being Book 2126 at Page 925, for a distance of 97.74 feet to the intersection with the easterly extension of the northerly right-of-way line of West Colorado Avenue; thence N89°53'10"W, on said extension, for a distance of 26.33 feet to the easterly line of said Martinez parcel; thence N40°28'03"W, on said easterly line, for a distance of 87.97 feet; thence N00°02'55"W for a distance of 98.64 feet to the Point of Beginning.

(Containing 3756 square feet more or less)

This description was prepared by Richard Mason for Rolland Engineering, 405 Ridges Boulevard, Grand Junction, CO.



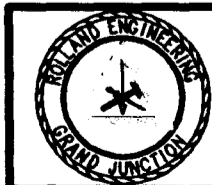


LINE TABLE
(ACCESS EASEMENT)

LINE	BEARING	DISTANCE
L1	N 89°57'05" E	20.00'
L2	S 00°02'55" E	91.28'
L3	S 40°28'03" E	97.74'
L4	N 89°53'10" W	26.33'
L5	N 40°28'03" W	87.97'
L6	N 00°02'55" W	98.64'

LEGEND

- ◆ CITY MONUMENT
- ⊕ MESA COUNTY SURVEY MARKER
- ⊙ FOUND REBAR & CAP LS-24943
- MCSM MESA COUNTY SURVEY MARKER
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



ROLLAND ENGINEERING
405 Ridge Blvd
Grand Jct, CO 81503
(970) 243-8300

File Name: C:\PROJECTS\4017A\4017A-ACCESS-EXH.DWG			
EXHIBIT "B" FOR INGRESS / EGRESS EASMENT			
Designed	Checked JH	Proj# 4017A	Sheet
Drawn LC	Date 10/31/05	By	Of