

TOWN OF GRAND LAKE
ORDINANCE NO. 13 - 2001

AN ORDINANCE GRANTING AN EASEMENT FOR THE ENCROACHMENT
INTO THE PUBLIC RIGHT-OF-WAY OF A CERTAIN EXISTING BUILDING
LOCATED ON PARCEL 4, DAVEN HAVEN COTTAGES,
TOWN OF GRAND LAKE

BE IT ORDAINED BY THE GRAND LAKE BOARD OF TRUSTEES THAT:

Section 1. An easement is hereby granted to Gregory A. Barnes and Carey A. Barnes as owners (hereinafter the "Grantees") of Parcel 4, Daven Haven Cottages, Town of Grand Lake, for the purpose of allowing existing encroachments into the public right-of-way of Cairns Avenue for a certain structure on said lot.

Section 2. In granting said easement, the Town of Grand Lake expressly reserves to itself the right to construct, reconstruct and maintain all municipal utilities and permanent improvements, and further reserves the same right to all utility companies operating under a Town franchise or paying utility occupation tax to the Town.

Section 3. This easement shall remain in full force and effect for the benefit of the Grantees, their heirs, successors and assigns, for so long as the encroachment remains as presently constructed. The Grantees may perform normal maintenance and repairs to the encroachments, but may not enlarge them further into or above the public right-of-way.

Section 4. Should any part or portion of any structure encroaching into the public right-of-way be partially or wholly destroyed, removed, or reconstructed, then this easement shall become null and void as it pertains to such structure and any new construction or reconstruction shall take place only within the confines of the property lines of Parcel 4, Daven Haven Cottages, Town of Grand Lake, and shall in all ways comply with the applicable zoning regulations, building codes and all other development regulations then in effect.

Section 5. In consideration of this easement, the Grantees hereby agree to pay for the costs of publishing this Ordinance. The Grantees further agree to pay the Town the amount of One Hundred Dollars (\$100.00) in consideration for the granting of this easement.

Section 6. This easement is conditioned on the Grantees delivering a fully executed Indemnification Agreement (attached as Exhibit "A") of a content and form acceptable to the Town.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GRAND LAKE, COLORADO, THIS 13TH DAY OF AUGUST, 2001.



Votes Approving:	6
Votes Opposing:	0
Absent:	1
Abstained:	0

TOWN OF GRAND LAKE

Ronda Kolinske
Ronda Kolinske,
Town Clerk

By: Gene M. Stover
Gene M. Stover,
Mayor

Exhibit "A"
Indemnification Agreement

This Agreement is entered into this 13th day of August, 2001, by and between Gregory A. Barnes and Carey A. Barnes (hereinafter referred to as "the Barnes") and the Town of Grand Lake, (hereinafter referred to as "the Town".)

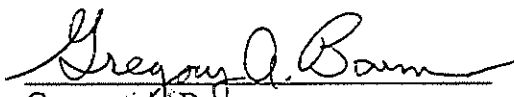
The Barnes, for themselves, their heirs and successors and assigns, pursuant to the provisions of Ordinance No. 13 - 2001, Town of Grand Lake, hereby agree to indemnify the Town against all liability, loss, cost, damage or expense sustained by the Town, including reasonable attorneys' fees and other expenses of litigation, whether prosecuted to judgment or not, arising out of, due to, or directly or indirectly relating in any manner to the easement granted to the Barnes by Ordinance No. 13 - 2001.

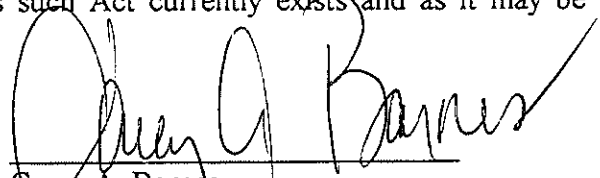
The Barnes shall also, at all times such easement shall remain in existence, indemnify the Town against all liens established against the property included within the easement or any improvements thereon or any part thereof.

In case any action or proceeding is brought against the Town, the Barnes shall, on notice from the Town, resist and defend such action or proceeding by legal counsel approved by the Town, which approval shall not be unreasonably withheld.

The Barnes shall reimburse the Town for all reasonable attorneys' fees and costs and other expenses of litigation as provided for in this Agreement within thirty (30) days of billing for such charges. The failure or refusal of the Barnes to pay such charges within said thirty (30) days shall result in the immediate termination of the easement provided for in Ordinance No. 13-2001.

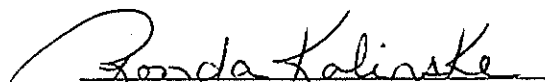
Nothing contained in this Indemnification Agreement shall waive any of the Town's rights or protection under the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, as such Act currently exists and as it may be amended from time to time in the future.


Gregory A. Barnes

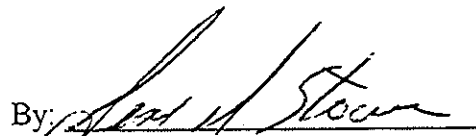

Carey A. Barnes


(SEAL)

ATTEST:

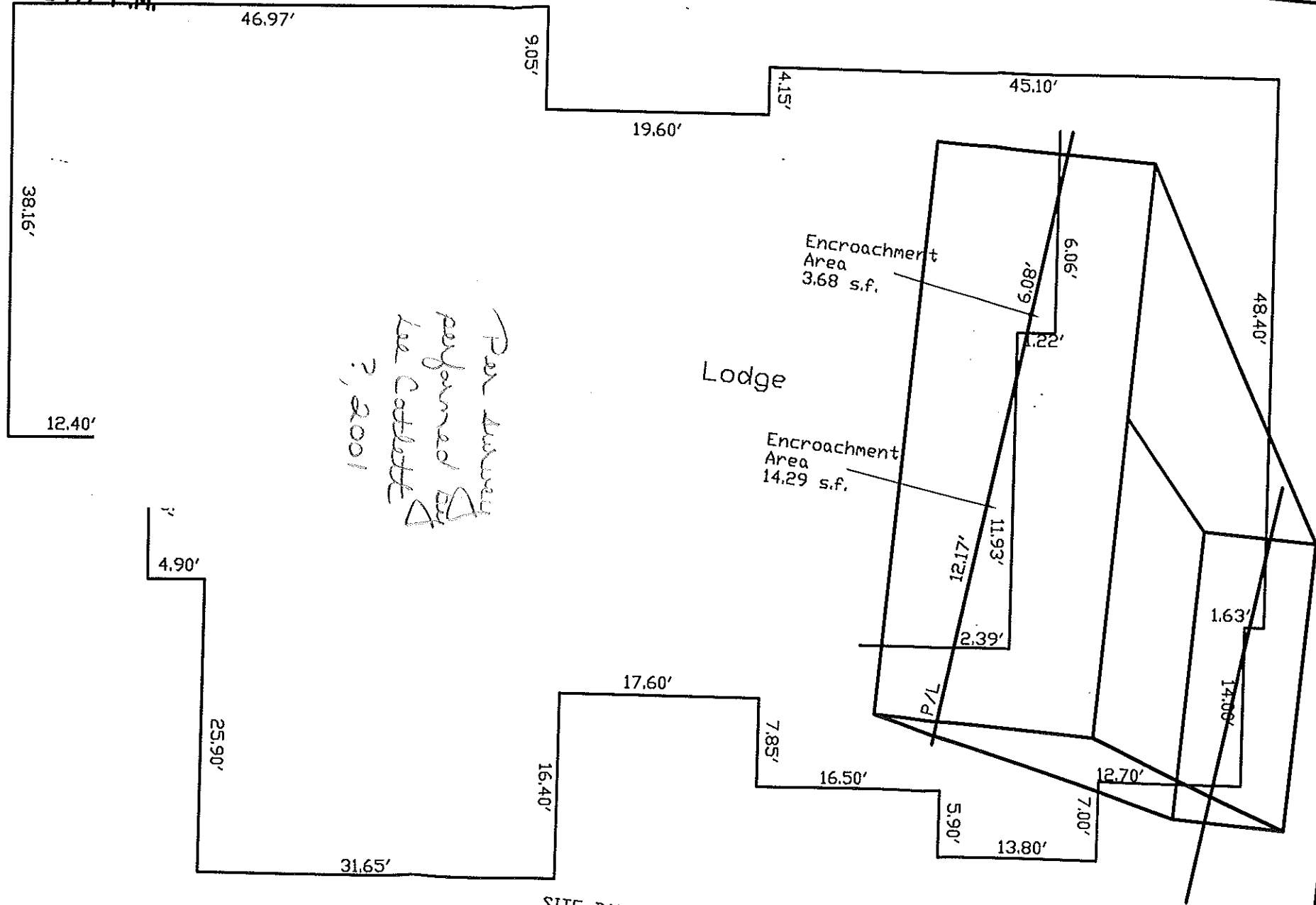

Ronda Kolinske, Town Clerk

TOWN OF GRAND LAKE

By: 
Gene M. Stover, Mayor


2001-010236 10/10/2001 03:51P ODC SARA ROSENE
2 of 2 R 10.00 D 0.00 N 0.00 GRAND COUNTY CLERK

HE 6TH P.M.



SITE DATA:
 Total Area of Parcel 3 = 90,592.65sf = 2.0797 acres
 Total Area of Parcel 4 = 15,795.79sf = 0.3626 acres
 Parking lot and road area = 20,577.5sf = 0.4724 acres
 Onsite landscaping (proposed) = 8,103.32sf = 0.1860 acres

