

AGREEMENT

THIS AGREEMENT is made and entered into this 15 day of November, 1977, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter sometimes designated as the "City", and SPENCER ENTERPRISES, a joint venture, hereinafter designated as "Owner",

WITNESSETH:

WHEREAS, Owner is the owner of Lots 16 and 17, Block 122, in the City of Fort Collins, Colorado; and

WHEREAS, the north eight and one-half (8-1/2) feet of said Lot 16 is not covered by building improvements and provides a passageway from College Avenue on the West to the alleyway which runs north and south through said Block 122; and

WHEREAS, the City of Fort Collins has acquired all of that portion of Block 122 lying east of said alleyway and intends to develop such property as a public parking facility; and

WHEREAS, the City desires to obtain a pedestrian access easement across the north 8-1/2 feet of said Lot 16; and

WHEREAS, the Owner has agreed to dedicate such a public accessway across said property upon the terms and conditions herein expressed.

NOW, THEREFORE, in consideration of the premises and the terms of the within agreement, it is agreed as follows:

1. Concurrently with the execution of this agreement, the Owner has executed and delivered to the City a dedication of the north 8-1/2 feet of Lot 16, Block 122, in the City of Fort Collins, Colorado, to be used as a public pedestrian accessway to provide access from the City's public parking facility to College Avenue.

2. The City of Fort Collins has, concurrently with the execution of this agreement, paid to the Owner the sum of Five Thousand Six Hundred Dollars (\$5,600.00) as partial consideration for the acquisition of such accessway.

3. As additional consideration for the dedication of such access easement, the City agrees as follows:

A. The City will surface the entire area of such accessway with a permanent hard surface material and will also pave with a hard surface material that part of the Owner's property lying South of the access easement and east of the present building structure known and numbered as 214-216 South College Avenue. This surfacing work will be done at the same time the public parking lot on the east half of Block 122 is constructed.

B. In connection with the establishment of the parking lot, the City will also resurface the alley east of said Lots 16 and 17, Block 122.

C. The work to be performed pursuant to this agreement shall be done by the City without cost to the Owner, provided that this provision shall not excuse the Owner from paying any taxes or assessments assessed by the City of Fort Collins or the City of Fort Collins General Improvement District No. 1 on the same basis as such taxes or assessments are assessed against any other property similarly situated.

D. The requirements and obligations of this agreement shall survive the closing and execution of the access easement dedicated to the City this date.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first hereinabove written.

THE CITY OF FORT COLLINS,  
COLORADO

ATTEST:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

SPENCER ENTERPRISES,  
A Joint Venture

By William P. Spencer  
Joint Venturer

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BE THESE PRESENTS, That the undersigned hereby grants, quit claims and conveys unto THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, a right of way and easement for a pedestrian walkway over and across the North eight and one-half (8-1/2) feet of Lot 16, in Block 122, in the City of Fort Collins, Colorado.

Dated: OCTOBER 27, 1977.

SPENCER ENTERPRISES,  
A Joint Venture

By William P. Spencer  
Joint Venturer

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 1977, by William P. Spencer, a joint venturer of Spencer Enterprises.

Witness my hand and official seal.

My commission expires My Commission expires March 31, 2001

Sherry A. Douglas  
Notary Public

AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of Dec, 1977, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter sometimes designated as the "City", and SPENCER ENTERPRISES, a joint venture, hereinafter designated as "Owner",

WITNESSETH:

WHEREAS, Owner is the owner of Lots 16 and 17, Block 122, in the City of Fort Collins, Colorado; and

WHEREAS, the north eight and one-half (8-1/2) feet of said Lot 16 is not covered by building improvements and provides a passageway from College Avenue on the West to the alleyway which runs north and south through said Block 122; and

WHEREAS, the City of Fort Collins has acquired all of that portion of Block 122 lying east of said alleyway and intends to develop such property as a public parking facility; and

WHEREAS, the City desires to obtain a pedestrian access easement across the east 1/2 of the north 8-1/2 feet of said Lot 16; and

WHEREAS, the Owner has agreed to dedicate a public accessway across that portion of said property upon the terms and conditions herein expressed.

NOW, THEREFORE, in consideration of the premises and the terms of the within agreement, it is agreed as follows:

1. Concurrently with the execution of this agreement, the Owner has executed and delivered to the City a dedication of the east 1/2 of the north 8-1/2 feet of Lot 16, Block 122, in the City of Fort Collins, Colorado, to be used as a public pedestrian accessway to provide part of the access from the City's public parking facility to College Avenue.

2. The City of Fort Collins has, concurrently with the execution of this agreement, paid to the Owner the sum of Two Thousand Eight Hundred Dollars (\$2,800.00) as partial consideration for the acquisition of such accessway.

3. As additional consideration for the dedication of such access easement, the City agrees as follows:

A. The City has surfaced the area of such accessway with a permanent hard surface material and has also paved that part of the Owner's property lying South of the access easement so that this area blends with the improvements on the accessway and the public parking lot on the east.

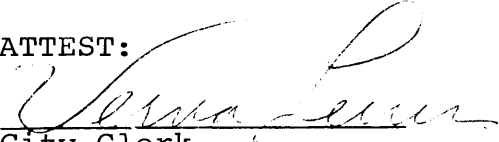
B. The City has also resurfaced the entire alley between the public parking lot and the west half of the block.

C. All of the work recited in paragraphs A and B above have been done by the City without cost to the Owner, and the City agrees not to charge the Owner for the same

provided that this provision shall not excuse the Owner from paying any taxes or assessments assessed by the City of Fort Collins or the City of Fort Collins General Improvement District No. 1 on the same basis as such taxes or assessments are assessed against any other property similarly situated.

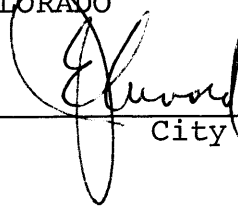
IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first hereinabove written.

ATTEST:

  
\_\_\_\_\_  
City Clerk

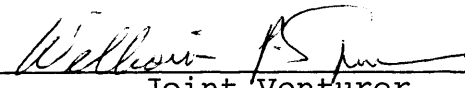
THE CITY OF FORT COLLINS,  
COLORADO

By

  
\_\_\_\_\_  
City Manager

SPENCER ENTERPRISES,  
A Joint Venture

By

  
\_\_\_\_\_  
Joint Venturer