

GOR82IRD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: REVOCABLE PERMIT

NAME OF AGENCY OR CONTRACTOR: PATRICK A. GORMLEY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: POMONA WALKWAY ALONG THE
SOUTH SIDE OF THE INDEPENDENT RANCHMANS DITCHWHICH PARALLELS PATTERSON ROAD
FROM POMONA SCHOOL TO FIRST STREET

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1992

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE



City of Grand Junction, Colorado 81501

250 North Fifth St., 303 243-2633

January 15, 1982

Patrick A. Gormley
Trustee Etal
2433 North 1st Street
Grand Junction, CO 81501

Dear Mr. Gormley:

Re: Revocable Easement Agreement for Pomona Walkway along the south side of the Independent Ranchmans Ditch which parallels Patterson Road from Pomona School to First Street.

As discussed at our last meeting, the above referenced walkway has proven to be a necessity for the safety of those children who walk to and from Pomona Elementary in the area surrounding First Street and Patterson Road. The existing safety condition for these children has become a prioritized public concern which can be cured with the use of the above referenced walkway.

This walkway crosses over, along, and through private property, a portion along your property, more particularly described as follows:

A fifteen foot (15 ft.) wide revocable easement 7.5 feet on each side of a centerline described as follows:
Beginning at a point which bears South $90^{\circ}00'00''$ East, a distance of 1319.17 feet and South $03^{\circ}30'47''$ East from the North Quarter Corner (N 1/4 Cor.) of Section 10, Township 1 South, Range 1 West of the Ute Meridian (said point also being on the Western Bounday line of the others undersigned as described in Book 1036 and page 501 filed with the Mesa County Clerk and Recorder's office): thence North $89^{\circ}23'45''$ East, a distance of 284.14 feet; thence North $87^{\circ}49'11''$ East, a distance of 88.76 feet; thence South $82^{\circ}13'42''$ East, a distance of 83.77 feet; thence South $86^{\circ}02'40''$ East, a distance of 11.49 feet; thence South $89^{\circ}15'53''$ East, a distance of 60.43 feet; thence North $49^{\circ}05'07''$ East, a distance of 50.56 feet; thence North $88^{\circ}17'28''$ East, a distance of 91.65 feet; thence North $87^{\circ}27'07''$ East, a distance of 363.36 feet; thence North $74^{\circ}11'31''$ East, a distance of 95.70 feet; thence North $76^{\circ}29'51''$ East a distance of 104.00 feet to a Mesa County Brass Cap at the Northeast Corner of said Section 10.

For and in consideration of the covenants hereinafter contained, it is agreed:

1. That the others undersigned do hereby give and grant to the City a revocable easement for the construction, maintenance and use of a walkway over the lands above described.
2. The walkway is to be no wider than eight feet and is to be located as close to the Independent Ranchmans Ditch as possible within said easement.
3. *landlord* The City may continue to use said easement until cancelled by mutual agreement of the parties or by ninety (90) day notice of termination given during the period October 1 to December 29 of any year after the date of this letter and at the end of such ninety (90) day period, the easement shall be terminated and no further force or effect, and the City shall have no further right, title, or interest in or to said easement or in or to the property described above. *By the*
4. That the City shall provide access as is at the northeast corner and the northwest corner of the others undersigned property and where Meander Drive, if extended across Patterson Road, would be located.
5. The City shall fence the southern bounday of the walkway.
6. The City agrees to save and hold harmless the others undersigned from any and all claims and demands arising out of the construction, maintenance or use of the walkway.
7. The others undersigned agree to allow the City reasonable ingress and egress to and from said easement for the construction, maintenance, and use of said walkway.

If you find this proposal in order, please sign along with Thomas S. Gormley, John P. Gormley, and Warren L. Turner, Trustee for James A. Gormley in the provided spaces and return one copy of this letter to this office.

Agreed to and accepted this 1st day of February, 1982.

CITY OF GRAND JUNCTION

James E. Wysocki
James E. Wysocki, City Manager
Patrick A. Gormley, Trustee
Patrick A. Gormley, Trustee

Thomas S. Gormley
Thomas S. Gormley
John P. Gormley
John P. Gormley
Warren L. Turner
Warren L. Turner, Trustee
for James A. Gormley

February 15, 1982

City of Grand Junction
Ted L. Straughan

RE: Temporary Easement Agreement for:
Pomona Pedestrian Walkway from the east boundary
line of the property owned by School District #51
(Pomona Elementary School) eastward to 1st Street
south of Patterson Road (F Road).

As you are aware, the City has a need to provide a safe pedestrian walkway, as reference above, for the children that walk to and from Pomona Elementary School and live in the general area of First Street and Patterson Road. Presently unsafe paved two-lane road with narrow graveled shoulders with yards and fencing on the north side inches from the edge of pavement and a major ditch carrying irrigation water on the south side inches from the edge of pavement. This problem can be cured by having a pedestrian walkway along the southern boundary of the irrigation ditch, known as the Independent Ranchman's Ditch, that parallels Patterson Road on the south. To locate the walkway on, along, over and across this area means crossing private property. Some of this property is your own.

From previous discussions, it is my understanding that you plan to start construction on the First Filing of Colony Park as soon as this winter. Considering the possible hazards of such construction activities, it is mutually agreed that the referenced pedestrian path is to be located around the southern and eastern boundary of Colony Park Filing Number One, more particularly described as follows:

A fifteen foot (15 ft.) wide temporary easement 7.5 feet on each side of a centerline described as follows:
Beginning at a point which bears south $90^{\circ}00'00''$ East, a distance of 650.03 feet and South $0^{\circ}48''$ East, a distance of 545.21 feet from the North Quarter Corner (N 1/4 Cor.) of Section 10, Township 1 South, Range 1 West of the Ute Meridian; Thence South $89^{\circ}58'15''$ East, a distance of 189.94 feet; thence North $79^{\circ}59'12''$ East, a distance of 122.20 feet; Thence North $68^{\circ}00'19''$ East, a distance of 62.78 feet; Thence North $04^{\circ}11'02''$ East, a distance of 387.13 feet; Thence South $89^{\circ}21'04''$ East, a distance 149.97 feet; Thence North $64^{\circ}56'07''$ East, a distance of

106.22 feet; Thence South 57°33'50" East a distance of 34.28 feet; shorting and extending said easements boundary lines to the East boundary line of the land owned by the undersigned as filed in Book 1270 page 264 with the Mesa County Clerk and Recorder's Office.

That for and in consideration of the covenants hereinafter contained, it is agreed:

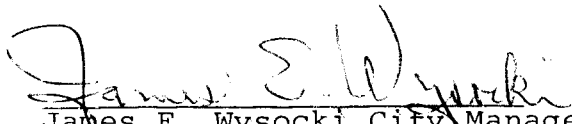
1. That the others undersigned do hereby give and grant to the City a temporary easement for the construction, maintenance and use of a walkway over the lands above described;
2. Said easement or portions thereof will terminate when the permanent pedestrian and bike path, as required by development, is constructed and accepted by the City or for some reason the easement granted by School District No. 51 to Colony Park, as shown in attached Exhibit A, is withheld, withdrawn or not extended. The City may continue to use said easement until cancelled by mutual agreement by the parties or by ninety (90) days written notice of termination given during the period October 1 to December 29 of any year after the date of this letter.
3. The City agrees to save and hold harmless the other undersigned from any and all claims and demands arising out of the construction, maintenance or use of the walkway.
4. The City agrees to fence both sides of the walkway.
5. The City agrees that certain living trees are to be protected and will not need to be removed or cause damage to them.

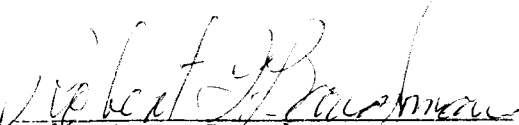
If you find this proposal in order, please sign in the spaces provided below and return one copy of this letter to this office.

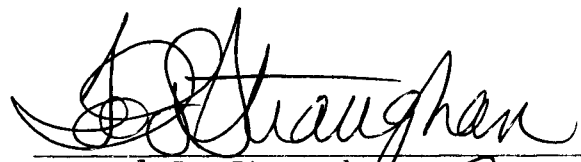
Thank you for your continued cooperation.

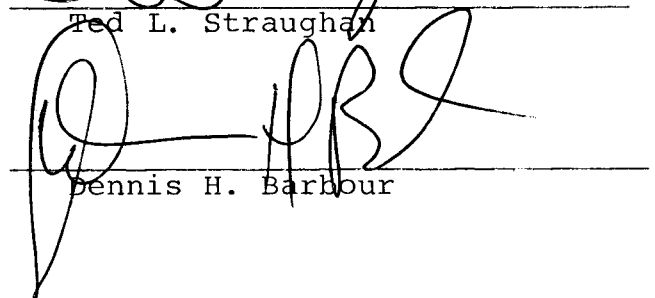
Agreed to and accepted this 15th day of Feb, 1982.

CITY OF GRAND JUNCTION


James E. Wysocki, City Manager


Robert I. Baughman


Ted L. Straughan


Dennis H. Barbour