

MSD96OMB

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: MESA VALLEY SCHOOL DISTRICT  
#51

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: ORCHARD MESA  
PEDESTRIAN BRIDGE TRAIL

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1996

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

RESOLUTION

DATE: 01-20-1979  
CITY OF GRAND JUNCTION  
DOC FEE # EXEMPT

WHEREAS, Mesa County Valley School District No. 51 believes itself to be the owner of that certain real property described as Government Lot 6, also known as the Northeast 1/4 of the Southwest 1/4 lying South of the Colorado River in Section 24, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado; and

WHEREAS, the City of Grand Junction has adopted plans for the development of a trail and bridge over and across the aforescribed District property to provide public access for pedestrians and bicyclists over and across the Colorado River between Orchard Mesa and the Colorado Riverfront trail system; and

WHEREAS, the City has been awarded a Federal Enhancement Grant as partial funding to construct the trail and bridge; and

WHEREAS, prior to receiving the Federal Enhancement Grant, the City must provide documentation that all lands, easements and rights-of-ways necessary for development and construction of the trail and bridge have been obtained; and

WHEREAS, the Board of Education desires to cooperate in and assist with the development of the trail and bridge project by conveying to the City an interest in the use of the District property for the purposes stated above and that such action by the Board is in the best interests of the District; and

WHEREAS, the Board finds and determines that the lands included within the easement are not needed in the foreseeable future for any educational purpose authorized by law.

NOW, THEREFORE, BE IT RESOLVED THAT the President and Secretary of the Board be and are hereby authorized, on the Board's behalf, to execute the attached Grant of Easement Agreement conveying 1) a fifteen (15.0) foot wide perpetual easement for the installation, operation, maintenance and repair of a public pedestrian and bicycle trail; 2) a forty (40.00) foot wide perpetual easement for the installation, operation, maintenance and repair of a pedestrian and bicycle bridge over and across the Colorado River, and; 3) a temporary construction easement over and across the District property to accommodate workers and equipment during the installation of the trail and bridge, together with such other documents or instruments as may be required in order to carry out the purposes and intent of said Grant of Easement Agreement.

I hereby certify that the information contained in the above resolution is accurate and was adopted by the Mesa County Valley School District No. 51 Board of Education on Oct. 1, 1996.



Mary K. Kalenian  
Mary K. Kalenian  
Secretary, Board of Education

ACTION OF THE BOARD:

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GRANT OF EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AGREEMENT is made and entered into this <sup>1st</sup> day of October, 1996, by and between MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51, a Colorado Public School District hereinafter referred to as "the District", and THE CITY OF GRAND JUNCTION, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, hereinafter referred to as "the City".

Recitals.

A. The District believes itself to be the owner of certain unimproved real property described as Government Lot 6, also known as the Northeast 1/4 of the Southwest 1/4 lying South of the Colorado River, in Section 24, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado (hereinafter referred to as "the Property").

B. The parties heretofore entered into an Agreement involving portions of the Property dated September 20, 1994, whereby the City obtained certain rights and options pertaining to the Property.

C. The City has adopted plans for the development of a public trail and bridge (hereinafter "the Project") to provide public access for pedestrians and bicyclists over and across the Colorado River between Orchard Mesa and the Colorado Riverfront trail system.

D. The City has been awarded a Federal Enhancement Grant in the amount of \$587,000.00 as partial funding to construct said Project.

E. Prior to receiving the Federal Enhancement Grant, the City must provide documentation that all lands, easements and rights-of-ways necessary for the development and construction of the Project have been obtained.

F. The District desires to cooperate in and assist with the development of the Project by conveying to the City an interest in the use of the Property for the purposes stated above.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and conditions contained herein, and other valuable consideration, the parties by authority of their respective bodies, agree as follows:

1. The District hereby grants and conveys, without warranty, to the City, its successors and assigns forever, two (2) perpetual easements on, along, over, under, through and across the Property within the limits and for the purposes described on **Exhibit "A"** and **Exhibit "B"**, which Exhibits are attached hereto and incorporated herein by reference, to have and to hold said easements unto the City, its successors and assigns forever, subject to the terms, covenants, conditions and restrictions stated herein, and further subject to the terms of that certain Agreement dated September 20, 1994, between the parties, it being specifically understood and agreed that the City's rights under said Agreement are subordinated to this Grant of Easement Agreement.

2. The two perpetual easements granted above shall include the right to enter upon the premises to construct, install, operate, maintain and repair improvements associated with the Project, including, but not limited to, asphalt, concrete or other permanent surface improvements, together with signs, markers, fences, barricades and other appurtenances, and shall include the right and obligation to properly maintain the same from time to time, including the removal of objects interfering with the use and operation of said improvements, including the trimming of trees and bushes.

3. In addition to the granting of the two perpetual easements, the District further grants to the City a Temporary Construction Easement on, along, over and across the Property as ingress and egress for workers and equipment. The temporary construction easement shall commence on the day and year first above written and shall terminate and expire when construction of the Project is completed. As a condition of accepting this grant of Temporary Construction Easement, the City agrees to, at the City's sole cost and expense, substantially restore the surface and condition of the temporary construction easement area and return said area to the District in a condition reasonably approximate to that which existed prior to entry by the City.

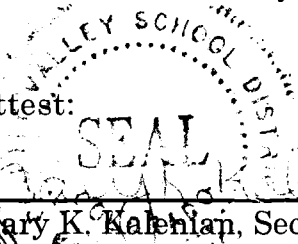
4. The District reserves the right to use and occupy the Property not encumbered by the two perpetual easements for any lawful purpose which is not inconsistent with the rights herein granted. In the event of permanent abandonment of the Project by the City, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if the City shall fail to use the easements or maintain pedestrian and bicycle access across the Colorado River via the bridge for any twelve (12) consecutive months.

5. The City agrees that the work and act of developing, constructing, installing maintaining and repairing the Project shall be performed with due care using commonly accepted standards and techniques, taking precautions for the protection

of persons and property, and in particular, the employees and students of the District and members of the general public who utilize the adjoining fields, equipment and facilities of Orchard Mesa Middle School. All damages to persons or property resulting from the failure to exercise due care, or other higher standard of care as may be applicable, shall be paid for and repaired at the expense of the City. The City shall indemnify the District and hold the District harmless from any and all damages or claims for damages to persons or property alleged to be caused by or arising from the negligence or willful misconduct of the City.

6. This Agreement shall be valid only if both Exhibits "A" and "B" referred to above are attached hereto and recorded in sequence with this instrument.

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

Attest:  
  
Mary K. Kalenian  
Mary K. Kalenian, Secretary

Mesa County Valley School  
District No. 51  
Debra D. Johns  
Debra D. Johns, President



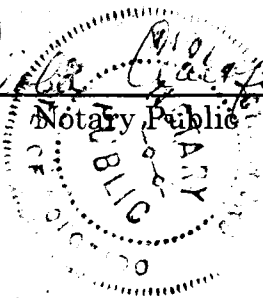
Attest:  
Stephanie Nye  
Stephanie Nye, City Clerk

The City of Grand Junction, a Colorado  
home rule municipality  
Mark K. Achen  
Mark K. Achen, City Manager

State of Colorado )  
)ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this day of 1996, by Debra D. Johns as President and attested to by Mary K. Kalenian as Secretary of the Board of Education of Mesa County Valley School District No. 51.

My commission expires: 4/23/99  
Witness my hand and official seal.


Walter Crawford  
Notary Public  


State of Colorado )  
  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 7th day of October, 1996, by Mark K. Achen as City Manager and attested to by Stephanie Nye as City Clerk of the City of Grand Junction, a Colorado home rule municipality.

My commission expires: 2-2-98  
Witness my hand and official seal.

Christine English  
Notary Public



## Exhibit "A"

Easement No. 1:

A fifteen (15.0) foot wide Perpetual Easement for the installation, operation, maintenance and repair of a public trail providing non-motorized public access to and from the pedestrian bridge over the Colorado River, said easement lying, being and situate in Government Lot 6, also known as the Northeast 1/4 of the Southwest 1/4 lying South of the Colorado River, in Section 24, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, lying 7.5 feet on each side of the following described center line:

Commencing at the Southeast Corner of said Government Lot 6 from whence the Center 1/4 Corner of said Section 24 bears N 02°02'06" E a distance of 1329.94 feet with all bearings contained herein being relative thereto; thence N 87°57'09" W along the South line of said Government Lot 6 a distance of 660.91 feet; thence N 00°35'27" E a distance of 29.91 feet to the **True Point of Beginning** of the center line herein described;

thence 57.30 feet along the arc of a curve to the right having a radius of 35.00 feet, a central angle of 93°47'58", and a long chord bearing N 47°43'29" E a distance of 51.11 feet;

thence S 85°22'32" E a distance of 229.84 feet;

thence 52.31 feet along the arc of a curve to the left having a radius of 150.00 feet, a central angle of 19°58'49", and a long chord bearing N 84°38'04" E a distance of 52.04 feet;

thence N 74°38'39" E a distance of 37.37 feet;

thence 64.11 feet along the arc of a curve to the right having a radius of 150.00 feet, a central angle of 24°29'22", and a long chord bearing N 86°53'20" E a distance of 63.63 feet;

thence S 80°51'59" E a distance of 105.57 feet;

thence 173.40 feet along the arc of a curve to the left having a radius of 100.00 feet, a central angle of 99°21'10", and a long chord bearing N 49°27'26" E a distance of 152.48 feet;

thence N 00°13'09" W a distance of 157.90 feet;

thence 160.42 feet along the arc of a curve to the left having a radius of 100.00 feet, a central angle of 91°54'52", and a long chord bearing N 46°10'35" W a distance of 143.76 feet;

thence S 87°51'59" W a distance of 117.63 feet;



thence 24.23 feet along the arc of a curve to the left having a radius of 150.00 feet, a central angle of  $09^{\circ}15'25''$ , and a long chord bearing  $S 83^{\circ}14'17'' W$  a distance of 24.21 feet;

thence  $S 78^{\circ}36'34'' W$  a distance of 90.19 feet;

thence 45.00 feet along the arc of a curve to the right having a radius of 150.00 feet, a central angle of  $17^{\circ}11'22''$ , and a long chord bearing  $S 87^{\circ}12'15'' W$  a distance of 44.83 feet;

thence  $N 84^{\circ}12'04'' W$  a distance of 89.86 feet;

thence 33.22 feet along the arc of a curve to the left having a radius of 150.00 feet, a central angle of  $12^{\circ}41'23''$ , and a long chord bearing  $S 89^{\circ}27'15'' W$  a distance of 33.15 feet;

thence  $S 83^{\circ}06'33'' W$  a distance of 82.20 feet;

thence 39.88 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of  $91^{\circ}24'33''$ , and along chord bearing  $N51^{\circ}11'10'' W$  distance of 35.79 feet;

thence  $N 05^{\circ}28'53'' W$  a distance of 7.83 feet to the Point of Terminus.

**Easement No. 2:**

A forty (40.00) foot wide Perpetual Easement for the installation, operation, maintenance and repair of a pedestrian bridge providing non-motorized public access over the Colorado River, said easement lying, being and situate in Government Lot 6, also known as the Northeast 1/4 of the Southwest 1/4 lying South of the Colorado River, in Section 24, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, lying 7.5 feet on each side of the following described center line:

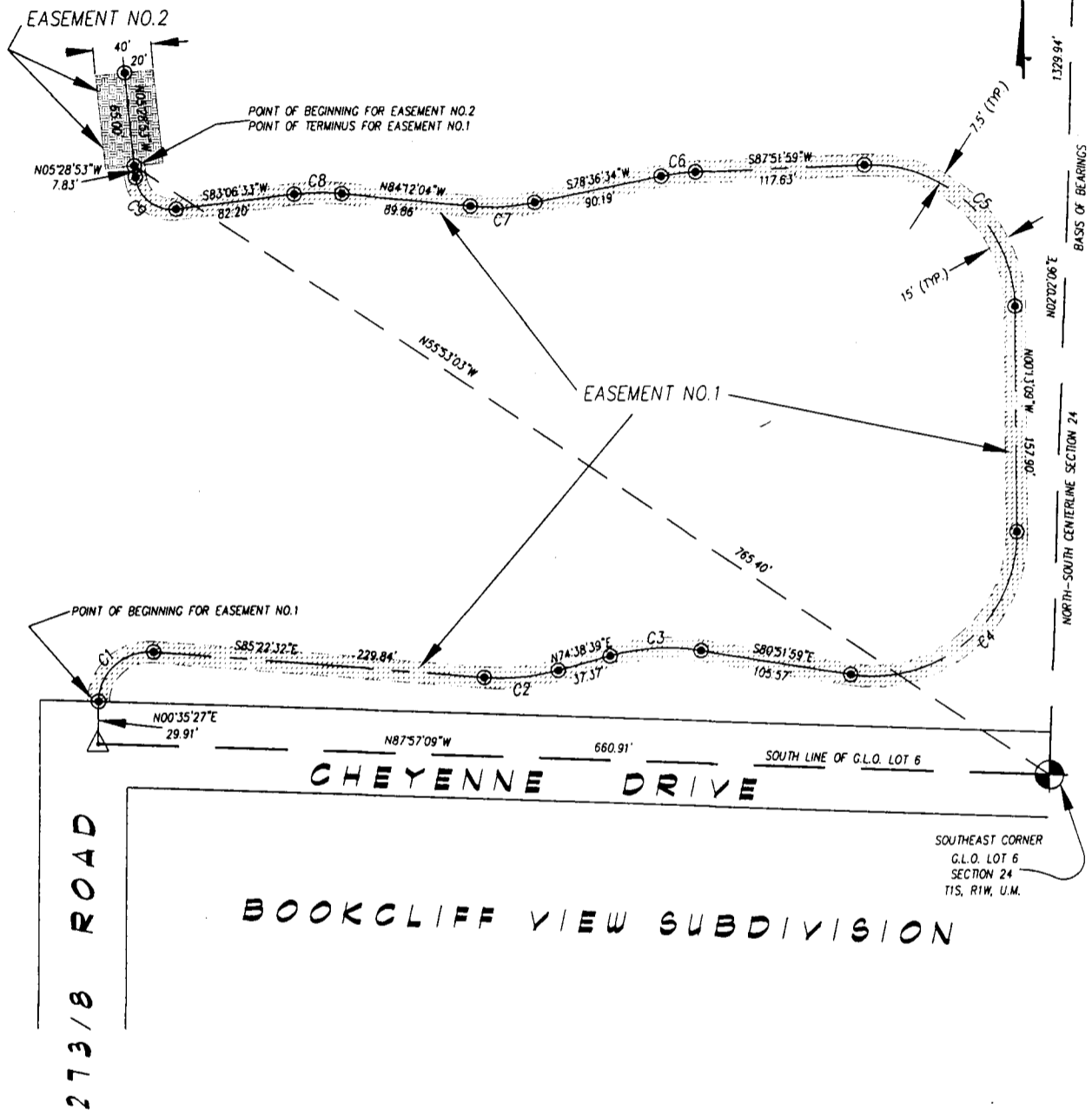
Commencing at the Southeast Corner of said Government Lot 6 from whence the Center 1/4 Corner of said Section 24 bears  $N 02^{\circ}02'06'' E$  a distance of 1329.94 feet with all bearings contained herein being relative thereto; thence  $N 55^{\circ}53'03'' W$  a distance of 765.40 feet to the True Point of Beginning of the center line herein described;

thence  $N 05^{\circ}28'53'' W$  a distance of 65.00 feet, more or less, to a point on the South line of the Colorado River and the Point of Terminus.

# EXHIBIT "B"

CENTER 1/4 CORNER  
SECTION 24 T1S, R1W, U.M.

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	35.00'	57.30'	37.40'	51.11'	N47°43'29"E	93°47'48"
C2	150.00'	52.31'	26.42'	52.04'	N84°38'04"E	19°58'49"
C3	150.00'	64.11'	32.55'	63.63'	N86°53'20"E	24°29'22"
C4	100.00'	173.40'	117.82'	152.48'	N49°27'26"E	99°21'10"
C5	100.00'	160.42'	103.40'	143.76'	N46°10'35"W	91°54'52"
C6	150.00'	24.23'	12.14'	24.21'	S83°14'17"W	09°15'25"
C7	150.00'	45.00'	22.67'	44.83'	S87°12'15"W	17°11'22"
C8	150.00'	33.22'	16.68'	33.15'	S89°27'15"W	12°41'23"
C9	25.00'	39.88'	25.62'	35.79'	N51°11'10"W	91°24'33"



DRAWN BY: SRP  
DATE: 9-18-96  
SCALE: 1" = 100'  
APPR. BY: TW, AL  
FILE NO: BRIDGE.DWG

EASEMENT DESCRIPTION MAP  
ORCHARD MESA PEDESTRIAN BRIDGE

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY OF GRAND JUNCTION