

PJG981ST

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: PATRICK A. GORMLEY, JOHN P. GORMLEY, THOMAS S. GORMLEY AND JAMES A. GORMLEY

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 2503 NORTH 1ST STREET, UTILITY EASEMENT, PARCEL NO. 2945-101-00-102

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

**GRANT OF EASEMENT AGREEMENT**

THIS GRANT OF EASEMENT AGREEMENT is made this 16<sup>th</sup> day of January, 1998, by and between Patrick A. Gormley, John P. Gormley, Thomas S. Gormley and James A. Gormley, hereinafter "the Owners", and the City of Grand Junction, a Colorado home rule municipality, hereinafter "the City", whose address is 250 North 5th Street, Grand Junction, Colorado, 81501.

Recitals

A. The City has reconstructed North First Street between Orchard Avenue and Patterson Road ("the Project") located within the corporate limits of the City of Grand Junction. An integral component of the Project included the conversion of electric, telephone and cable television utilities from overhead to underground, together with the installation of appurtenant above ground cabinets, boxes, pedestals, street lights and a buried natural gas pipeline, which specific utilities, as installed in conjunction with the Project, are hereinafter collectively referred to as the "Project Utilities".

B. The Owners own certain real property located adjacent to the Project, said real property being more particularly described as follows:

The North 1/2 of the Northeast 1/4 of the Northeast 1/4 (N1/2 NE1/4 NE1/4) of Section 10, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, except a tract or parcel of land described as beginning at the Southeast corner of the N1/2 NE1/4 NE1/4 of said Section 10, thence West a distance of 439 feet, thence North a distance of 42.6 feet, thence East to a point 20.0 feet North of the point of beginning, thence South to the point of beginning, and also except road right-of-way conveyed by instruments recorded in Book 879 at Page 441, Book 939 at Page 59, Book 1429 at Page 145, and Book 1726 at Page 830, all of said instruments being recorded in the office of the Mesa County Clerk and Recorder, hereinafter referred to as "the Owner's Property."

C. The City, on behalf of itself and of the Public Utilities, is acquiring all easements necessary and appropriate for the installation, operation, maintenance, repair and replacement of the Project Utilities.

D. The City, on behalf of itself and of the Public Utilities, needs to acquire from the Owners two (2) perpetual easements for the installation, operation, maintenance, repair and replacement of the Project Utilities, on, along, over, under, through and across those portions of the Owner's Property described on **Exhibit "A"** and depicted on **Exhibit "B"**, which Exhibits are attached hereto and incorporated herein by reference.

E. One purpose of the easement rights herein granted and the specific intent of the parties is to perpetuate the enhancements which have been bestowed upon the Owner's Property as a result of the overhead to underground conversion of the Project Utilities. However, occurrences such as changes in ownership of a servient property, unforeseen technological advances and innovations in the operation of public utilities, ambiguous conveyance terms and purposes not contemplated when an easement was granted, often create difficulties with respect to the utilization of utilities easements. Furthermore, as disagreements over utilization of an easement are arbitrated or litigated, the extent of the servitude is generally determined by the terms and conditions contained in the conveyance instrument. It is the desire of the parties that this Agreement express the clear intent of the parties and avoid future disagreements.

NOW, THEREFORE, based on the recitals above and the terms, covenants and conditions hereinafter set forth, the Owners and the City agree as follows:

1. Grant of Easement. For and in consideration of the sum of One Thousand Nine Hundred Six and 13/100 Dollars (\$1,906.13), the receipt and sufficiency of which is hereby acknowledged, the Owners have sold, granted and conveyed and by these presents do hereby sell, grant and convey unto the City, for the use of the City and for the use of the Public Utilities, two (2) Perpetual Easements, for the specific purposes hereinafter set forth, on, along, over, under, through and across those portions of the Owner's Property as described in the attached **Exhibit "A"** and as depicted on the attached **Exhibit "B"**, to have and to hold unto the said City, together with the right to enter upon said premises, to survey, maintain, operate, repair, replace, control and use said Perpetual Easements, subject to the terms and conditions contained herein.

2. Express Intent/Limitations. The parties acknowledge and agree that the Project Utilities have been incorporated into the Project for the purpose of preserving and enhancing the historical character of the First Street corridor adjacent to the Owner's Property. The City and the Owners each agree that utilization by the City and the Public Utilities of the Perpetual Easements herein granted shall be specifically limited to the installation, operation, maintenance, repair and replacement of the Project Utilities. By way of example but without limitation, the easement rights herein granted do not include the right to expand utilization of the

Perpetual Easements herein granted for any other purposes, including, but not limited to, the installation of broadcast towers, telecommunications antennae, water lines, sanitary sewer lines and storm drainage facilities, or to increase the size of existing structures as installed, unless such uses are authorized by subsequent conveyance instrument(s).

3. Owner's Right to Use and Occupy. The Owners reserve the right to use and occupy the Owner's Property for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment by the City and the Public Utilities of the easement rights herein granted; provided, however, that the Owners hereby covenant and agree that the easement areas shall not be burdened or overburdened by the Owners erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the easement areas.

4. Standard of Care. The City, on behalf of itself and of the Public Utilities, agrees that the work and act of installing, maintaining, repairing and replacing the Public Utilities shall be performed with due care using commonly accepted standards and techniques.

5. Owner's Covenants. The Owners hereby covenant with the City that they have good title to the Perpetual Easements herein granted; that they have good and lawful right to grant these Easements; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons by, through or under the Owners.

6. Entire Agreement. This Grant of Easement Agreement constitutes the entire agreement between the Owners and the City and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto, or by their respective heirs, successors or assigns.

7. Inurement. The benefits, duties, responsibilities and obligations of this Grant of Easement Agreement shall be binding upon and inure to the benefit of the parties hereto, and upon their respective heirs, successors and assigns.

Executed and delivered this 16<sup>th</sup> day of January, 1998.

Patrick A. Gormley  
Patrick A. Gormley

John P. Gormley  
John P. Gormley

Patrick A. Gormley  
Patrick A. Gormley, attorney in fact for  
Thomas S. Gormley

Patrick A. Gormley  
Patrick A. Gormley, attorney in fact for  
James A. Gormley



Stephanie Nye  
City Clerk

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

Tim Woodmansee  
Tim Woodmansee, City Property Agent

Easement Parcel No. 1:

Commencing at the Northeast Corner of Section 10, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, and considering the East line of the NE1/4 NE1/4 of said Section 10 to bear S 00°29'40" E with all bearings contained herein being relative thereto; thence S 00°29'40" E along the East line of said NE1/4 NE1/4 a distance of 50.00 feet; thence leaving the East line of said NE1/4 NE1/4, S 89°30'20" W a distance of 47.50 feet to a point on the West right-of-way line for North First Street and the **True Point of Beginning**; thence along the West right-of-way line for North First Street the following five (5) courses and distances:

1. S 18°55'46" E a distance of 14.23 feet;
2. S 00°29'40" E a distance of 286.50 feet;
3. 44.29 feet along the arc of a curve to the left having a radius of 1007.00 feet, a central angle of 02°31'13", and a long chord bearing S 03°50'10" E a distance of 44.29 feet;
4. S 05°05'47" E a distance of 129.82 feet;
5. S 00°29'40" E a distance of 36.03 feet;

thence leaving said right-of-way line, S 89°30'20" W a distance of 15.00 feet;  
thence N 00°29'40" W a distance of 15.00 feet;  
thence N 89°30'20" E a distance of 7.00 feet;  
thence N 00°29'40" W a distance of 20.71 feet;  
thence N 05°05'47" W a distance of 129.50 feet;  
thence 44.86 feet along the arc of a curve to the right having a radius of 1015.00 feet, a central angle of 02°31'57", and a long chord bearing N 03°49'48" W a distance of 44.86 feet;  
thence N 00°29'40" W a distance of 285.08 feet;  
thence S 89°30'20" W a distance of 12.00 feet;  
thence N 00°29'40" W a distance of 15.00 feet to a point on the South right-of-way line for Patterson Road;  
thence N 89°30'20" E along the South right-of-way line for Patterson Road a distance of 15.50 feet to the Point of Beginning, containing 4,336.12 square feet as described herein and as depicted on **Exhibit "B"** attached hereto and incorporated herein by reference.

Easement Parcel No. 2:

Commencing at the Northeast Corner of Section 10, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, and considering the East line of the NE1/4 NE1/4 of said Section 10 to bear S 00°29'40" E with all bearings contained herein being relative thereto; thence S 00°29'40" E along the East line of said NE1/4 NE1/4 a distance of 50.00 feet; thence leaving the East line of said NE1/4 NE1/4, S 89°30'20" W a distance of 47.50 feet to a point on the West right-of-way line for North First Street; thence along the West right-of-way line for North First Street the following five (5) courses and distances:

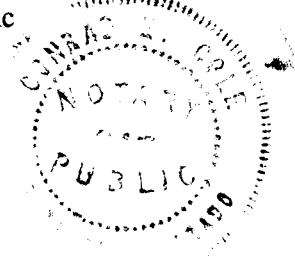
1. S 18°55'46" E a distance of 14.23 feet;
2. S 00°29'40" E a distance of 286.50 feet;
3. 44.29 feet along the arc of a curve to the left having a radius of 1007.00 feet, a central angle of 02°31'13", and a long chord bearing S 03°50'10" E a distance of 44.29 feet;
4. S 05°05'47" E a distance of 129.82 feet;
5. S 00°29'40" E a distance of 107.93 feet to the **True Point of Beginning**;

thence along the West right-of-way line for North First Street, S 00°29'40" E a distance of 7.00 feet;  
thence leaving said right-of-way line, N 87°32'50" W a distance of 14.28 feet;  
thence N 44°30'20" E a distance of 8.86 feet;  
thence N 89°30'20" E a distance of 8.00 feet to the Point of Beginning, containing 74.98 square feet as described herein and as depicted on **Exhibit "B"** attached hereto and incorporated herein by reference.

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of JANUARY, 1998, by Patrick A. Gormley, for himself and as attorney in fact for Thomas S. Gormley and as attorney in fact for James A. Gormley.

My commission expires: 8-8-98  
Witness my hand and official seal.

Conrad E. Cole  
Notary Public  


State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of JANUARY, 1998, by John P. Gormley.

My commission expires: 02-21-01  
Witness my hand and official seal.




Jenny M. Dawson  
Notary Public

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 1998, by Tim Woodmansee as Property Agent as attested to by Stephanie Nye as City Clerk for the City of Grand Junction, a Colorado home rule municipality.

My commission expires: 2-28-98  
Witness my hand and official seal.

Christine English  
Notary Public  


# EXHIBIT "B"

## PATTERSON AVENUE

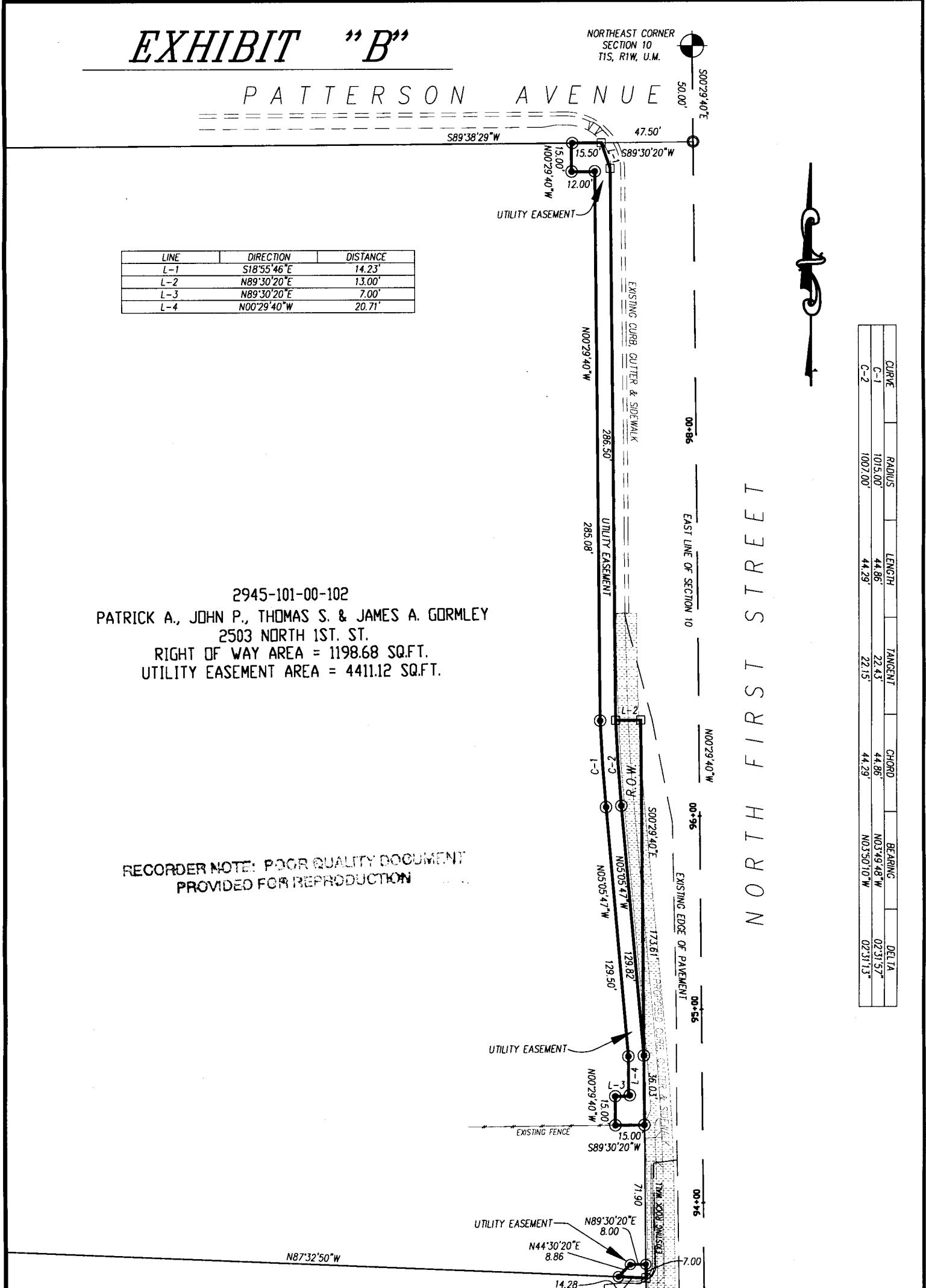
NORTHEAST CORNER  
SECTION 10  
T1S, R1W, U.M.

LINE	DIRECTION	DISTANCE
L-1	S18°55'46"E	14.23'
L-2	N89°30'20"E	13.00'
L-3	N89°30'20"E	7.00'
L-4	N00°29'40"W	20.71'

2945-101-00-102  
 PATRICK A., JOHN P., THOMAS S. & JAMES A. GORMLEY  
 2503 NORTH 1ST. ST.  
 RIGHT OF WAY AREA = 1198.68 SQ.FT.  
 UTILITY EASEMENT AREA = 4411.12 SQ.FT.

RECORDER NOTE: POOR QUALITY DOCUMENT  
 PROVIDED FOR REPRODUCTION

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	1035.00'	44.86'	22.43'	44.86'	N03°49'48"W	02°31'57"
C-2	1007.00'	44.29'	22.15'	44.29'	N03°50'10"W	02°31'13"



DRAWN BY: SRP  
 DATE: 01-12-98  
 SCALE: 1" = 60'  
 APPR. BY: TW  
 FILE NO: F129.DWG

RIGHT-OF-WAY DESCRIPTION MAP  
 NORTH FIRST STREET - ORCHARD AVE TO PATTERSON AVE  
 ( 129 )

**DEPARTMENT OF PUBLIC WORKS**  
 ENGINEERING DIVISION  
**CITY OF GRAND JUNCTION**