

Table of Contents

File 1991-0028

Name: Patterson Road Annexation - F Road & 26 Rd

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, items are found on the list but are not present in the scanned electronic development file because they are already scanned elsewhere on the system. These scanned documents are denoted with (**) and will be found on the ISYS query system in their designated categories.</p> <p>Documents specific to certain files, not found in the standard checklist materials, are listed at the bottom of the page.</p> <p>Remaining items, (not selected for scanning), will be listed and marked present. This index can serve as a quick guide for the contents of each file.</p>
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X	X	Table of Contents
X	X	Review Sheet Summary
X	X	Application form
		Review Sheets
		Receipts for fees paid for anything
		*Submittal checklist
		*General project report
		Reduced copy of final plans or drawings
		Reduction of assessor's map.
		Evidence of title, deeds, easements
X	X	*Mailing list to adjacent property owners
		Public notice cards
		Record of certified mail
X		Legal description
		Appraisal of raw land
		Reduction of any maps – final copy
		*Final reports for drainage and soils (geotechnical reports)
		Other bound or non-bound reports
		Traffic studies
		*Petitioner's response to comments
		*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions

DOCUMENT DESCRIPTION:

X	X	Application Form	X		Memo from Karl Metzner to Randy Booth re: the projected dev. Would create much more revenue from tax on bldg materials and increased property values - 6/18/91
X	X	Site Analysis of Gromley Property/Issues and Concerns	X		City Council Agenda for 7/17/91 CC Meeting - 7/5/91
X	X	Memo from SLA to File re: Annexation information - 3/2/90	X	X	Impact Statement Revenues
X	X	Letter from Karl Metzner to Pat Gormley re: Dan Wilson to be contacting Pat Gormley to writing up a contract made specifically for this annexation - 6/20/90	X	X	City Council Minutes - ** - 8/21/91
X	X	Letter from Karl Metzner to Rhonda and Garrett McClary re: bed and breakfast potential of Cherry Hill property - 6/26/89	X	X	Letter from Bennett Boeschstein to Jim Baughman re: agricultural Uses, salvaged vehicles, and two family houses on you property proposed for annexation into the city - 8/28/91
X	X	Project Narrative	X		Letter from Bennett Boeschstein to Mary Moore re: animals allowed in an RSF-R zone - 8/30/91
		Memo from Commun. Dev. To Dept. Heads re: Impact Statement with annexation map - 6/12/91	X	X	Planning Commission Minutes - ** - 9/3/91
X		Petition for Annexation - unsigned			City Council Minutes - ** - 9/4/91

A



Receipt # _____

Date Rec. _____

Received By _____

DEVELOPMENT APPLICATION

We, the undersigned, Being the owners of property situated in Mesa County, State of Colorado, as described on the attached legal description form do hereby petition this:

Type of Petition	Sq.Ft	Phase	Common Location	Zone	Type of Usage
<input type="radio"/> Subdivision Plat/Plan		<input type="radio"/> Minor <input type="radio"/> Major			
<input checked="" type="radio"/> ZONE OF ANNEXATION			1ST & PATTERSON AVENUE PR, PB, NORTH & SOUTH OF PATTERSON Rd, WEST of 1ST	RSF-5 To RSF-4	
<input type="radio"/> Planned Development		<input type="radio"/> ODP <input type="radio"/> Prelim <input type="radio"/> Final			
<input type="radio"/> Conditional Use					
<input type="radio"/> Hwy-Oriented Development				H.O.	
<input type="radio"/> Text Amendment					
<input type="radio"/> Special Use					
<input type="radio"/> Vacation					<input type="radio"/> Right-of-way <input type="radio"/> Easement

PROPERTY OWNER DEVELOPER REPRESENTATIVE

N/A ZONE of ANNEXATION INITIATED BY CITY OF G.J.
 Name _____ Name _____ Name _____

Address _____ Address _____ Address _____

City/State _____ City/State _____ City/State _____

Business Phone # _____ Business Phone # _____ Business Phone # _____

Note: Legal property owner is owner of record on date of submittal.



WE HEREBY ACKNOWLEDGE THAT WE HAVE FAMILIARIZED OURSELVES WITH THE RULES AND REGULATIONS WITH RESPECT TO THE PREPARATION OF THIS SUBMITTAL, THAT THE FOREGOING INFORMATION IS TRUE & COMPLETE TO THE BEST OF OUR KNOWLEDGE, AND THAT WE ASSUME THE RESPONSIBILITY TO MONITOR THE STATUS OF THE APPLICATION AND THE REVIEW SHEET COMMENTS. WE RECOGNIZE THAT WE OURSELVES, OR OUR REPRESENTATIVE(S) MUST BE PRESENT AT ALL HEARINGS. IN THE EVENT THAT THE PETITIONER IS NOT REPRESENTED, THE ITEM WILL BE DROPPED FROM THE AGENDA, AND AN ADDITIONAL FEE CHARGED TO COVER RE-SCHEDULING EXPENSES BEFORE IT CAN AGAIN BE PLACED ON THE AGENDA



Signature of person completing application _____ Date _____

Signature of property owner(s) - attach additional sheets if necessary _____

#2891

Larry Kemton
607 26 Rd.
Grand Jct, Co. 81506

Clifford Harwin
2582 F. Rd.
Grand Jct, Co. 81505

Mary Harbert
2245 Knollwood Ln.
Grand Jct, Co. 81505

Venice Carr
2595 Fruitridge DR.
Grand Jct, Co. 81505

United Bank of Grand Jct.
P.O. Box 908
Grand Jct, Co. 81502

Edward Lippoth
2246 Knollwood Ln.
Grand Jct, Co. 81505

Carroll Ely
600 Meander Dr.
Grand Jct, Co. 81505

Gary Roahring
140 Willowbrook
Grand Jct, Co. 81506

Carol Cadez
2256 Knollwood Ln.
Grand Jct, Co. 81505

D. Christiansen
608 Meander Dr.
Grand Jct, Co. 81505

Herman Christ
145 Willowbrook
Grand Jct, Co. 81506

John Hocker
2314 N 1st St.
Grand Jct, Co. 81501

John Harris
602 Meander Dr.
Grand Jct, Co. 81505

Robert Baughman
2581 F.Rd.
Grand Jct, Co. 81505

H. Neiswender
P.O. Box 3325
Grand Jct, Co. 81501

Mildred Vandover
604 Meander Dr.
Grand Jct, Co. 81505

John Biocic
2323 N.1st St.
Grand Jct, Co. 81501

James Young
2330 N.1st St.
Grand Jct, Co. 81501

A. Christiansen
2700 G. Rd. Unit #3a
Grand Jct, Co. 81506

James Baughman
2581 F. Rd.
Grand Jct, Co. 81505

R. Woodfin
2402 N.1st.St.
Grand Jct. Co. 81501

Earl Fuoco
611 Meander Dr.
Grand Jct, Co. 81505

Roger Hagerty
2301 Knollwood Ln.
Grand Jct, Co. 81505

Holden Gould
2420 N.1st St.
Grand Jct, Co. 81501

Gene Sanders
2580 F. Rd.
Grand Jct, Co. 81505

Chester Allen
2255 Knollwood Ln.
Grand Jct, Co. 81505

Ray Garner
2428 N.1st St.
Grand Jct, Co. 81501

James Sanders
2580½ F. Rd.
Grand Jct, Co. 81505

Clifford Moore
2246 Idella Ln.
Grand Jct, Co. 81505

Gail Anderson
12822 Water St.
Duluth, Minn. 55808

#2891

Betty Bacon
P.O. Box 2675
Glenwood Sp, Co. 81602

O. Christiansen
719 Golfmore Dr.
Grand Jct, Co. 81501

Douglas Peterson
105 Park Dr.
Grand Jct, Co. 81501

Cherry Gate
2502 N.1st.St.
Grand Jct, Co. 81501

Dick Dierker
Park Dr. Condo #104F
Grand Jct, Co. 81501

Oscar Holtz
6922 Richard Pl.
Annandale, Va. 22003

Steve
Pat
Frank

SITE ANALYSIS OF GORMLEY PROPERTY
NORTHWEST CORNER OF 1ST AND PATTERSON

- Site contains approximately 7.5 acres of flat, vacant ground. The north boundary of the site is at the base of a ridge that runs generally east and west.
- First Street is two-laned, with 1987 traffic volumes of 4,400 ADT north of Patterson and 8,700 ADT south of Patterson. Classified as a minor arterial.
- Patterson Road will shortly be all four-laned, with a 1987 ADT of 13,200 west of 1st Street. The access of Willowbrook Subdivision has been relocated, correcting a previous problem intersection. Classified a major arterial.
- Land uses directly north of this site are now, and are expected to remain, very low density residential. High density residential is projected for areas northwest of the site.
- Previously planned extension of Horizon Drive has been deleted.
- Using criteria of existing neighborhood business zone for current retail sites shows two areas overlapping this site: Cedar Square at 7th and Patterson and City Market at 1st and Orchard. The Cedar Square center could be discounted since it has evolved to mostly hospital/medically-oriented uses. The only other retail in the general area is a small convenience store at 25 Road and Patterson and the Centennial Plaza/Village Fair complex at 12th Street and Patterson.

ISSUES AND CONCERNS

Access

As with most corner lots on arterial intersections, access to this site would have to be designed with care to avoid creating circulation problems and unsafe conditions. Access constraints would be a primary factor affecting site design for any high-traffic use. The downhill grade on 1st Street compounds the problem by shortening sight distance in the southbound lane. The Northridge Drive intersection may also contribute to access concerns on 1st Street.

Neighborhood Impact

Uses north, east and west of the site are low density single family residential. There are various potential impacts associated with the development of this site that should be considered in determining the types of appropriate uses as well as the specific site design.

- Visual appearance
- Noise
- Trash, dust, fumes
- Traffic circulation
- Screening/landscaping/buffering
- Hours of operation
- Lighting

Character of the Corridor

Currently, the Patterson Road/1st Street Corridor Guidelines discourage the development of strip commercial (North Avenue) with its associated problems. However, it can be assumed that this site is not suitable for development as single family residential. The selection of uses, as well as their orientations, should consider the overall objective of discouraging strip commercial development on either 1st Street or Patterson Road.

Service Areas and Needs

Patterson Road serves as a major transportation corridor from Mesa Mall/24 Road to Clifton. Major connections exist to I-70, the airport, downtown, and the Redlands. The area north of Patterson Road, in the general vicinity, is exclusively residential. Need may exist in this area for neighborhood business, both retail and service. A need may also exist for providing services to travelers on Patterson Road.

TO: File
FROM: SLA
DATE: 3/2/90
RE: Gormley Annexation Information

*JUST
PLEASE copy
for DWL.
THANKS.
SLA
4/20/90
8*

1) What are right-of-way requirements on west side of 1st Street south of F Road to top of hill? The current right-of-way is 60 feet. Public Works believes a three lane road is the maximum improvement necessary (and feasible) for 1st Street from Orchard to F Road. The surveyors have marked the monument point and property stake between the last two houses on the west side of 1st Street. The marks are in spray paint and are readily visible.

2) Can the goats be housed if property south of F Road comes into the City? YES - would be grandfathered in when annexed as existing use. The agreement for annexation could stipulate to the housing of goats and give a time frame that they would be allowed. The time frame would depend on the land use: if it doesn't change, no problem; if the operation changes and goats taken off, could not get them back on.

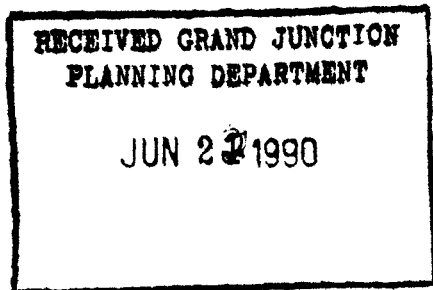
3) Can the zoning be changed to a higher density on the southwest corner of 1st and F Rd. ? What is the current zoning? YES - the property to the west is zoned PR10. This might be the zoning density that would be considered. PR12 might be too high.

4) The northwest corner of 1st and F Rd is Planned Business/Planned Residential in the County. Can this zoning remain? YES

5) NW corner is 5.5 acres (approximately). What is better requirements for the overall area of this parcel - 50% Commercial, 50% Residential; 80-20; - 40% 60% ?



Grand Junction Planning Department
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430



June 20, 1990

Mr. Pat Gormley
c/o Mesa National Bank
PO Box 1508
Grand Junction, Colorado 81502

Dear Pat:

I've looked into the questions that you had about annexing the properties at 1st Street and Patterson Road. Your concerns about zoning of the properties, width of future 1st Street right-of-way and improvements, and keeping of animals can be addressed in an annexation contract. The City Attorney, Dan Wilson, will be contacting you with more specific information about such a contract.

While the contract would specify zoning, separate zoning hearings by Planning Commission and City Council would be required after annexation. This would be a staff initiated zone of annexation and would require minimal involvement on your part. If, through the hearing process, there were such a level of opposition that the City Council did not want to approve the zoning specified in the contract, the properties would be de-annexed and returned to their current status.

If you would like to pursue annexation please let me know, and I will set up a meeting with the appropriate city staff to begin developing the terms of the contract.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karl G. Metzner".

Karl G. Metzner
Director of Planning

KGM/bd

Dear Karl: We wish to continue to process toward annexation. Please make John Gormley an addressee on all communications. Let us know when you want to meet. John's schedule is tighter than mine.--I presume that we could have the zoning now in County without opposition.

A handwritten signature in cursive script, appearing to read "Pat Gormley".

Pat Gormley



Grand Junction Planning Department
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430

June 26, 1989

Rhonda and Garrett McClary
2502 North 1st Street
Grand Junction, CO 81501

Dear Rhonda and Garrett:

I've been discussing possible uses of the Cherry Hill property with Pat Gormley. He mentioned bed and breakfast and small group (6-8) person retreats. I have also received your letter of June 19, 1989 about weddings and receptions for up to 100 people. On June 19, 1989, I also inspected the premises with Pat.

I can see a potential for the use of the property as a bed and breakfast operation and for the small group retreats. To accommodate these uses, the driveway entrance should be widened to the north and additional parking area provided to the rear of the house. A rezoning to PR would be required, similar to the zone change you did on your Gatehouse location.

The use of Cherry Hill for weddings and receptions as per your letter is a different matter. Even assuming some level of carpooling, a 100-person event could be expected to generate a minimum of 40 cars to the site. My opinion, from a planning perspective, is this level of activity is not compatible with the residential neighborhood. My best guess is that you would encounter neighborhood opposition during the rezoning process. Due to the nature of the events you are proposing, I would also be concerned about the traffic impacts on 1st Street with 40 (or more) cars arriving within a short period of time.

I should remind you that Pat Gormley's properties are not currently in the City, so my comments should be taken as advisory only. I suggest that you contact the Mesa County Planning office, if you have not already done so, to see if their views of how this site could be used are different.

Rhonda and Garrett McClary
June 26, 1989
Page 2

Please let me know if I can provide any additional information or assistance.

Sincerely,



Karl G. Metzner
Director of Planning

KGM/tt

xc: Pat Gormley
Bennett Boeschstein
Steve Anderson
Jim Shanks

PROJECT NARRATIVE

ZONE OF ANNEXATION FOR 1ST AND PATTERSON ANNEXATION TO PR, PB, RSF-4, AND RSF-5

1st and Patterson annexation is located north and south of Patterson Rd. West of 1st. Street. Existing land uses are generally large lot residential, vacant land, and some small scale agricultural uses. In order to maintain consistency with existing city zoning in the area, previous county zoning, and the provisions of the 1st St. and Patterson Rd. Corridor guidelines, four zoning classifications are proposed for this annexation.

Two zoning categories are proposed North of Patterson rd. In accordance with the annexation agreement between the City and the Gormley family the property east of 25 7/8 road is proposed for Planned Business (PB). Allowances and restrictions shall be as per the annexation agreement. The property west of 25 7/8 road is proposed RSF-4 zoning which is compatible with existing city zoning to the west. Previous county zoning was R-1-A (residential). The Patterson Rd. corridor guidelines would permit light business in this area and future zoning to planned business may be appropriate when specific uses and plans are developed.

Two zoning categories are also proposed south of Patterson Rd. In accordance with the previously mentioned annexation agreement the 20 acre Gormley parcel is proposed for Planned Residential (PR) with a maximum density of 10 units per acre. This zoning is in compliance with the Patterson Rd. Corridor guidelines. The remaining properties are proposed for RSF-4 ~~which is compatible with existing City zoning to the south.~~ Previous county zoning for this area was R-2 (residential). Under this zoning existing agricultural uses will become legal ~~non-conforming~~ uses and allowed to continue.

To: All Department Heads

From: Community Development, Karl Metzner *KMM*

Date: June 12, 1991

Re: 1st and Patterson Annexation Impact Statement

1st and Patterson is a proposed annexation located east of 1st street both north and south of Patterson road. (see attached location map). This annexation is over 10 acres; therefore an impact statement must be filed with the county commissioners.

Each department should prepare a short report identifying estimated costs and revenues of annexation and services that will be provided to the area annexed. Please submit this information to the Community Development Department by June 26 1991.

The following base information may be helpful:

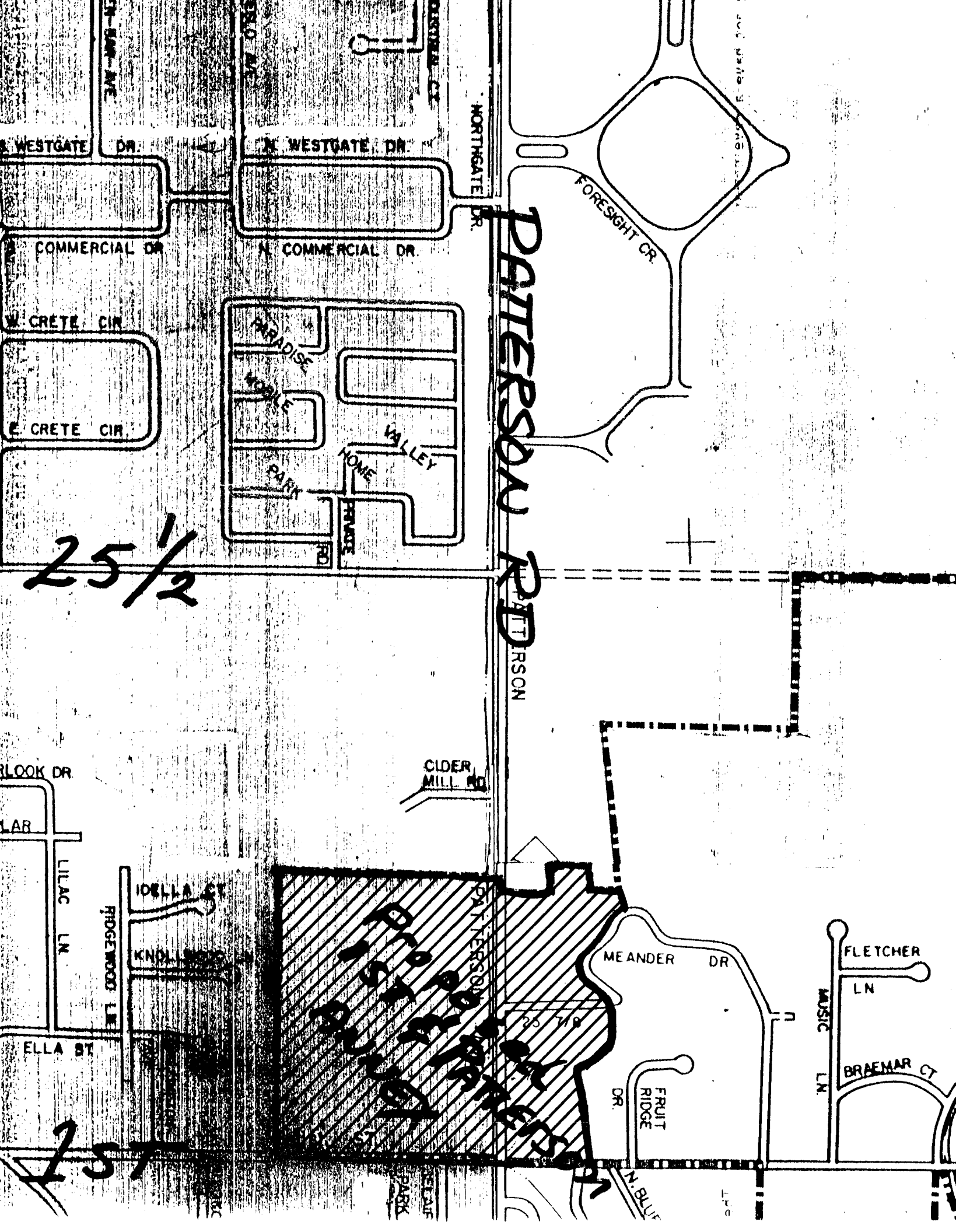
Population and housing units	7 d/u
Approximate area of population	40 acres
Estimated street milage	0

Existing Land use:
Single family homes and small agriculturtal uses

Future land uses:
North of Patterson Road: Light business service, retail and office uses. Most will be orientated to serve traffic on Patterson Road and 1st Street.
South of Patterson Road: Multi-family residential at a maximum of 10 units per acre.

I recently sent out a memo on Fountainhead annexation that referenced a location map that did not get attached to the memo. That map is included in with this memo. Also the completion date for the Fountainhead report should have been June 21.

Please let me know if there are additional questions.

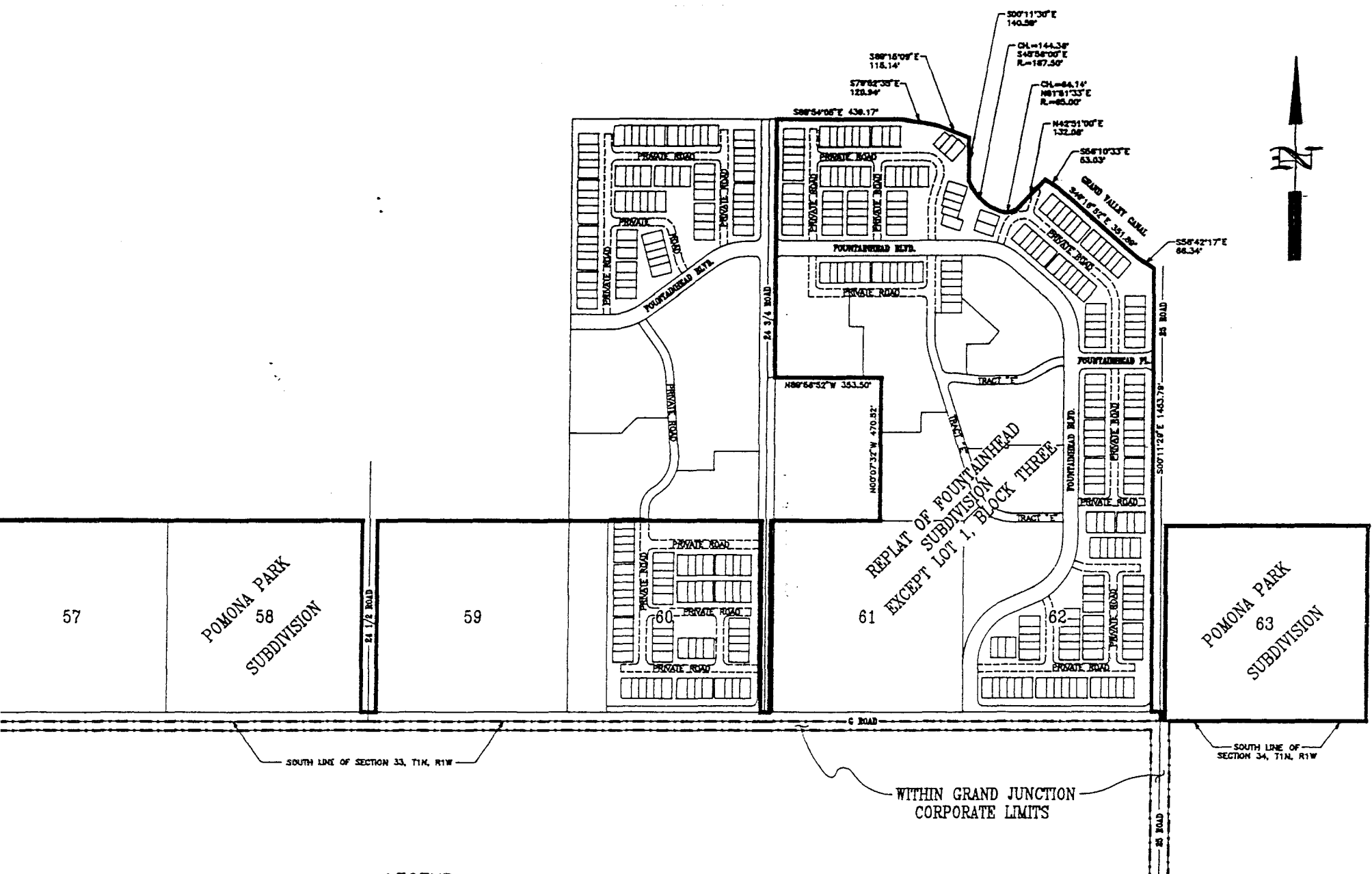


25 1/2

PATTERSON RD

PATTERSON RD

25



LEGEND

- Annexation Boundary
- Existing City Limits

AREA OF ANNEXATION

Annexation Perimeter	22,752.58 FT.
Contiguous Perimeter	5,327.24 FT.
Area in Square Feet	5,933,856.69

ORDINANCE NUMBER

EFFECTIVE DATE

The Description(s) contained herein have been derived from subdivision plats and deed description as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

1ST AND PATTERSON ANNEXATION IMPACT STATEMENT
REVENUES

DESCRIPTION	FORMULA	AT ANNEXATION
1) Property taxes	City levy - RFD levy * assessed valuation	0
2) Sales/use taxes:		
Businesses	estimates from survey	0
Auto purchases	1/4 of homes * \$10,000 * 2.75%	481
Appliances	purchases of \$140 per household	980
Building materials	7.4% * assessed val. * 2.75%	0
3) County sales taxes	no change	
4) Franchise fees:		
Public Service	21.739 per household/business	152
Cable TV	4.194 per house hold	29
5) Motor Vehicle Specific Ownership Taxes - no increase		
6) Highway users taxes	4,242.53 per mile	0
7) Cigarette taxes	increase by % increase of city sales tax	0
8) Lottery	3.275862 per person	52
9) Development fees	Community Development Dept. estimate	??
10) Interfund service charge	5% of trash fee increase	MINIMAL
11) Mineral leasing	1.03448 per person	16
12) Addl. Motor Vehicle Reg. & App. Highway Reg. Fees	3.48276 per person	55
	TOTAL	1,767

REVIEW SHEET SUMMARY

(Page 1 of 1)

FILE NO. 28-91

TITLE HEADING: 1ST & PATTERSON

ACTIVITY: Zone of Annexation to PB, PR, RSF-4, and RSF-5

PETITIONER: City of Grand Junction

LOCATION: North and South of Patterson Road and West of 1st Street

STAFF REPRESENTATIVE: Karl Metzner 303-244-1439

NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS REQUIRED BY AUGUST 30, 1991.

City Police Department 8/7/91

Capt. H.L. Gorby 244-3577 _____

The Police Department has concerns with a residential complex this close to the Pamona Softball Park. (Noise, complaints, lights, etc.) Also we would highly recommend acceleration and deceleration land on the south side of Patterson to assist with traffic flow. Likewise we are maxed out on calls for service and additional annexation may require additional manpower and equipment.

City Property Agent 8/5/91

Tim Woodmansee 244-1565 _____

No comment.

City Fire Department 8/5/91

G. Bennett 244-1400 _____

There are no fire hydrants in this area for fire protection. This will need to be brought up to our current ordinances.

Utilities Engineer 8/7/91

Bill Cheney 244-1590 _____

As per City Ordinance #2497, the City of Grand Junction could feasibly serve domestic water to the properties in question. No other comments.

City Engineer 08/19/91

Don Newton 244-1559 _____

No comment.



August 28, 1991

Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430 FAX (303) 244-1599

Mr. Jim Baughman
2579 F Road
Grand Junction, CO 81505

Re: Agricultural Uses, Salvaged Vehicles,
and Two Family House on your property proposed
for annexation into the City

Dear Mr. Baughman:

Thank you for meeting with Jan Koehn, Code Enforcement Supervisor, and me on Monday, August 19. The meeting helped clarify a number of issues regarding the current uses and structures on your property and how they would be treated if they were annexed into the City. We also prepared a preliminary letter of non-conformity which would document these uses and protect your rights to continue these uses.

The letter has been reviewed by the City Attorney, Dan Wilson. Jan has visited the property and documented the uses and dates these uses were established.

We have concluded that the following uses can be allowed when the property is annexed:

1. Agricultural uses including animals: Since the property is being zoned RSF-R (Residential Single Family-Rural 4-2-1) agricultural uses including farm animals will be allowed on the property up to 4 large animals per acre or 12 animals on 3 acres (5-10-3). To quote from the City Zoning and Development Code:

"4-2-1 RSF-R (Residential Single Family-Rural)

It is anticipated, but not required, that the RSF-R areas will eventually develop into higher densities and uses. This zone allows the continuation of agricultural and other rural uses until more intensive development is approved. Densities in this zone shall not exceed two dwelling units per acre."

We have prepared the required legal notice to RSF-R zoning for your property. This will be heard at the Planning Commission's September 3 meeting and the City Council's public hearing.

Assuming both boards approve the zoning, agricultural uses including animals will continue to be allowed as described above.

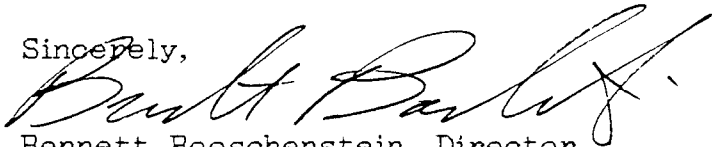
2. Salvaged Cars: Section 5-1-2 B provides for the storage of up to two unlicensed vehicles on a parcel of land. County Zoning allows no more than two unlicensed vehicles other than farm vehicles, also (10.11). You currently have 8 vehicles on your property, 5 are in a shed 2 are outside and screened and 1 is outside and not screened. While, storage of unlicensed vehicles inside a garage or shed is limited to two, we have interpreted the code to allow more cars if they are not visible and are inside an enclosed structure. With that interpretation in mind, it appears, then that you would be allowed to retain all the vehicles in the shed and would be out of compliance with the 1 vehicle which is outside and unscreened. We suggest that you move the unscreened vehicle into the shed as you would be willing to do.

I said you

3. The property has two dwellings on it. The RSF-R zone only allows one dwelling per parcel. The County zoning allows two dwellings per parcel (R-2). Therefore, this second unit is a pre-existing non-conforming use, and we will consider it as an lawful non-conforming use.

We hope this clarifies the situation that will apply after you are annexed. Thank you for your cooperation in this matter.

Sincerely,



Bennett Boeschstein, Director

xc. Mark Achen, Jody Kole, Dan Wilson, CC, Planning Staff, file

DECLARATIONS FOR ANNEXATIONS

THE COMMUNITY DEVELOPMENT DEPARTMENT HAS REVIEWED THE PROPOSED ANNEXATION AND HAS DETERMINED THAT:

THE PETITION HAS BEEN SIGNED BY OWNERS OF MORE THAN 50 % OF THE PROPERTY DESCRIBED AND BY MORE THAN 50% OF THE OWNERS IN THE AREA DESCRIBED.

THE AREA HAS AT LEAST 1/6 CONTIGUITY WITH EXISTING CITY LIMITS

A COMMUNITY OF INTEREST EXISTS BETWEEN THE AREA TO BE ANNEXED AND THE CITY OF GRAND JUNCTION

THE AREA IS URBAN OR WILL BE URBANIZED IN THE NEAR FUTURE

THE AREA IS CAPABLE OF BEING INTEGRATED WITH THE CITY OF GRAND JUNCTION

7 du's

S.F. HOMES &
AGRICULTURAL
USES

40.99 acres



January 21, 1993

City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (303) 244-1599

Mr. John Caldwell
City Market, Inc.
P.O. Box 729
Grand Junction, CO 81502

John P. Gormley
Williams, Turner & Holmes, P.C.
P.O. Box 338
Grand Junction, CO 81502

Re: Gormley Property - Northwest Corner 1st and Patterson

Dear Mr. Caldwell and Mr. Gormley:


John Gormley contacted Dan Wilson with a question about the appropriateness of the zoning on the northwest corner of 1st Street and Patterson Road for a grocery store of approximately 50,000 square feet in size.

With the understanding that the property is zoned Planned Business and that any project on the property must go through the Planned Development Application process, the permitted uses contained in the annexation agreement approved by the City of Grand Junction and the Gormley family are consistent with the development of a grocery store of approximately 50,000 square feet in size.

Very truly yours,

CITY OF GRAND JUNCTION

by: _____
Larry Timm
Community Development Director

by:  _____
Dan E. Wilson
City Attorney



City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (303) 244-1599

March 17, 1995

Pat Gormley
% Mesa National Bank
131 North 6th Street
Grand Junction, CO 81501

Dear Pat,

I have researched File #28-91 which is the annexation and zoning file for your property on the southwest corner of 1st Street and Patterson Road. This property had a zone of PR-10 (Planned Residential, 10 units per acre) applied to it at the time of annexation to the City. In order for this property to develop it would be necessary to go through a two-step review process for a plan and subdivision approval before the Planning Commission. Prior to submitting an application for review, a pre-application meeting is required to go over your request and required application submittal materials, and to get some initial input from City staff regarding any special issues that may have to be addressed.

The timeframe for getting a request on the Planning Commission agenda is to have an application packet submitted on the first working day of the month in order to be scheduled on the following month's agenda. However, a pre-application conference has to be set-up and attended prior to the application submittal.

If you have any further questions regarding your property or the process required to get an approved residential development, feel free to contact me at 244-1447.

Sincerely,

A handwritten signature in cursive script that reads "Tom Dixon".

Tom Dixon, AICP, Senior Planner

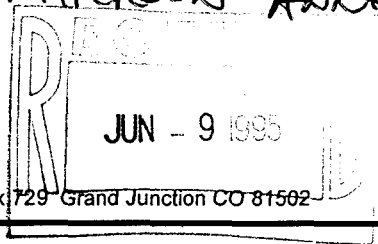
cc: File #28-91
Dan Wilson, City Attorney



FIRST AND PATTERSON ANNEX
F.I.# 28-91



FAX 970-244-1052 / VOICE 970-241-0751 x1194 P.O. Box 729 Grand Junction CO 81502



June 8, 1995

- 1. KP X
- 2. MD X
- 3. Dave T. ✓
~~TO ANNEX~~
~~copy~~
- 4. To Zoning File
(Zone of Annex.)

c Larry T / file

Dan Wilson, Esq.
Grand Junction City Attorney
250 North Fifth Street
Grand Junction CO 81501

Re: Annexation Agreement Assignment, Willowdale Subdivision

Dear Mr. Wilson,

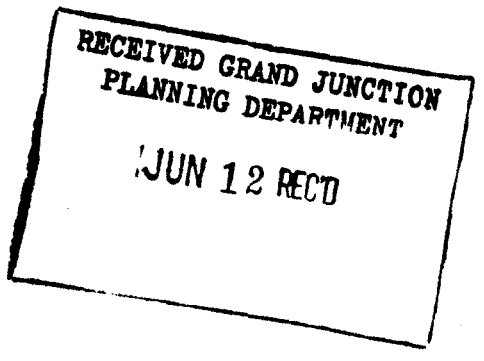
Enclosed for your files is a recorded copy of Assignment of Interest in an Agreement from the Gormley family to Dillon Real Estate Co., Inc., concerning the property at 1st and Patterson.

Sincerely,

Linda Roberts
Real Estate

Encls.

cc: 1st & F Rd. prop. file



1ST AND PATTERSON ANNEXATION

DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE WEST SECTION LINE OF THE NE1/4 NE1/4 SECTION 10, T1S, R1W AND THE SOUTH RIGHT-OF-WAY LINE OF "F" ROAD; THENCE S 00°03'55" W TO EXISTING CITY LIMITS; THENCE EAST TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 26 ROAD; THENCE NORTH ALONG SAID RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF "F" ROAD; THENCE WEST TO BEGINNING; AND ALSO

LOTS 1 THROUGH 6 WILLOWDALE SUBDIVISION, SECTION 3, T1S, R1W; AND BEGINNING 245 FEET NORTH OF THE SOUTHEAST CORNER SECTION 3, T1S, R1W; THENCE NORTH 136.16 FEET; THENCE S 87°41' W 178.05 FEET; THENCE SOUTH 129.97 FEET; THENCE S 89°57' E 177.9 FEET TO BEGINNING; EXCEPT ROAD RIGHT-OF-WAY ON SOUTH AND EAST AS DESCRIBED IN BOOK 1737, PAGES 747 AND 748, OF MESA COUNTY RECORDS AND INCLUDING ALL ADJACENT RIGHT-OF-WAY OF 25 7/8 ROAD, AND ALSO

BEGINNING 203 FEET NORTH OF THE SOUTHEAST CORNER OF SW1/4, SE1/4, SECTION 3, T1S, R1W; THENCE EAST 7.5 FEET; THENCE NORTH 134 FEET; THENCE WEST 101.1 FEET; THENCE SOUTH 134 FEET; THENCE EAST 93.8 FEET; AND ALSO 6 FEET TO BEGINNING; AND ALSO

THE WEST 470 FEET OF SE1/4 SE1/4 SECTION 3, T1S, R1W, LYING SOUTH AND WEST OF THE SOUTHERLY BANK OF CANAL AND SOUTH AND EAST OF A LINE BEGINNING 462 FEET NORTH OF THE SOUTHWEST CORNER OF SE1/4, SE1/4; THENCE N 48°28' E 210 FEET TO THE CANAL; AND ALSO

BEGINNING 37 FEET WEST OF THE SOUTHEAST CORNER OF E1/2 SW1/4 SE1/4 SE1/4 SECTION 3, T1S, R1W; THENCE WEST 153 FEET; THENCE NORTH 376 FEET TO CENTER LINE OF CANAL; THENCE LEAVING SAID CANAL N 45°15' E 134 FEET; THENCE S 07° E 474 FEET TO POINT OF BEGINNING; EXCEPT THE RIGHT-OF-WAY FOR PATTERSON ROAD ALONG THE SOUTH END; AND ALSO

BEGINNING AT THE SE CORNER OF SECTION 3, T1S, R1W, THENCE NORTH 245 FEET; THENCE WEST 30 FEET; THENCE SOUTH TO THE SOUTH RIGHT-OF-WAY LINE OF PATTERSON ROAD; THENCE EAST 60 FEET; THENCE NORTH 50 FEET; THENCE WEST TO THE POINT OF BEGINNING AND THAT RIGHT-OF-WAY DEDICATED IN BOOK 1737, PAGES 747 AND 748; AND ALSO

BEGINNING 37 FEET WEST AND 191.66' N 07' W OF THE SOUTHEAST CORNER OF E1/2 SW1/4 SE1/4 SE1/4 SECTION 3 T1S R1W; THENCE N 07' W 287.44 FEET; THENCE N 37°08'00" E 7.66 FEET; THENCE ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS N 63°31'15" E 33.33 FEET HAVING A RADIUS OF 37.5 FEET; THENCE S 00°05'30" E 306.28 FEET TO BEGINNING.

————— Annexation Boundary
 - - - - - Existing City Limits

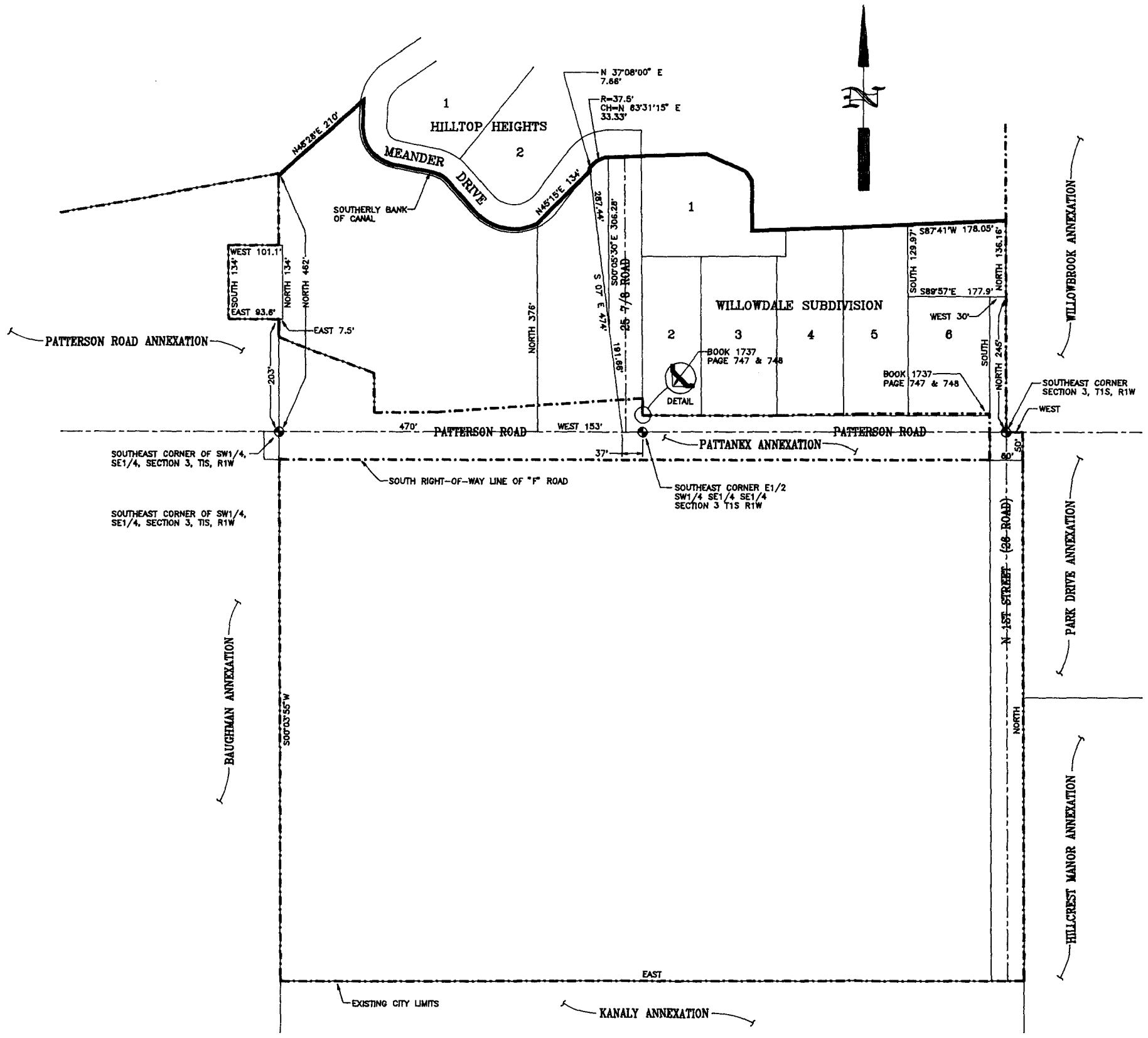
AREA OF ANNEXATION

Annexation Perimeter	8612.92 FT.
Contiguous Perimeter	6949.75 FT.
Area in Square Feet	1,796,335.75
Area in Acres	41.24

ORDINANCE NUMBER _____ EFFECTIVE DATE _____

The Description(s) contained herein have been derived from subdivision plats and deed description as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

J. Don Newton, City Engineer



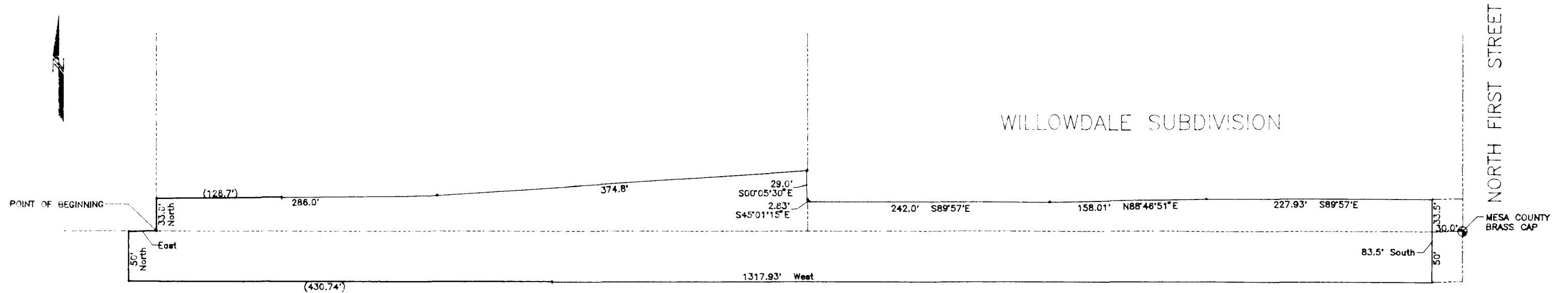
DESCRIPTION	DATE	DRAWN BY	KADEL	DATE	7/91	SCALE	PLAN	PROFILE
REVISION		CHECKED BY		DATE		HORIZ	1"=100'	HORIZ
REVISION		APPROVED BY		DATE		VERT.		VERT.
REVISION		FIELD BOOK NO.		PAGE				

DEPARTMENT OF PUBLIC WORKS AND UTILITIES
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION, COLORADO

1ST AND PATTERSON ANNEX.

SHEET NO.	1
OF	1
FILE NO.	1STANNEX.DWG

PATTANEX ANNEXATION



DESCRIPTION

Beginning at the Southwest corner of the West Half of the Southeast Quarter of the Southeast Quarter of Section 3, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado; thence North a distance of 33.0 feet; thence Northeasterly a distance of 286.0 feet to a point 36.0 feet North of the South line of said Section 3; thence Northeasterly a distance of 374.8 feet to a point in the East line of the said West Half of the Southeast Quarter of the Southeast Quarter of Section 3, which point is 61.0 feet North of the South line of said Section 3 and is located in the West line of Willowdale Subdivision; thence S00°05'30"E along the West line of said Willowdale Subdivision a distance of 29.0 feet; thence S45°01'15"E a distance of 2.83 feet to the South line of said Willowdale Subdivision; thence S89°57'E along the South line of said Willowdale Subdivision a distance of 242.0 feet; thence N88°46'51"E a distance of 158.01 feet; thence S89°57'E a distance of 227.93 feet to a point in the East line of North First Street from whence the Mesa County Brass Cap common to Section 3 and Section 10 bears South a distance of 33.5 feet and East a distance of 30.0 feet; thence South along the East line of said North First Street a distance of 83.5 feet to a point from whence the Northeast corner of said Section 10 bears North a distance of 50.0 feet and East a distance of 30.0 feet; thence West, parallel with the North line of said Section 10, a distance of 1317.93 feet to a point in the West line of the Northeast Quarter of the Northeast Quarter of said Section 10; thence North along the West line of the Northeast Quarter of the Northeast Quarter of Section 10 a distance of 50 feet to the North line of said Section 10; thence East along the said North line of Section 10 to the Point of Beginning.

AREA OF ANNEXATION

Contiguous boundary ----- 670.5 feet
 Perimeter of annexation ----- 2,833 feet
 Area of annexation ----- approx. 2.63 acres

LEGEND

Border of annexation -----
 Contiguous boundary -----
 Length of contiguous boundary ----- (243.89')

ORDINANCE NUMBER

EFFECTIVE DATE

EPOKREY PROPERTY
 1st STREET & PATTERSON ROAD
 REZONE & OUTLINE DEVELOPMENT PLAN

BECK, SHRUM and ASSOCIATES, INC.
 2721 NORTH TWELFTH STREET, SUITE 28
 GRAND JUNCTION, COLORADO 81501
 (303)243-1227

LAND USE

COMMERCIAL:

RETAIL SPACE - 0.5074 AC	19.49%
LANDSCAPING - 0.2111 AC	8.31%
PARKING - 1.5015 AC	52.20%
STREET ROW - 0.5054 AC	17.91%
TOTAL	2.7254 AC

PARKING - 00.00%

TOTAL TOTAL SPACE 24425 S.F.

STREETS: 24425 S.F.

STREETS: 24425 S.F.

STREETS: 24425 S.F.

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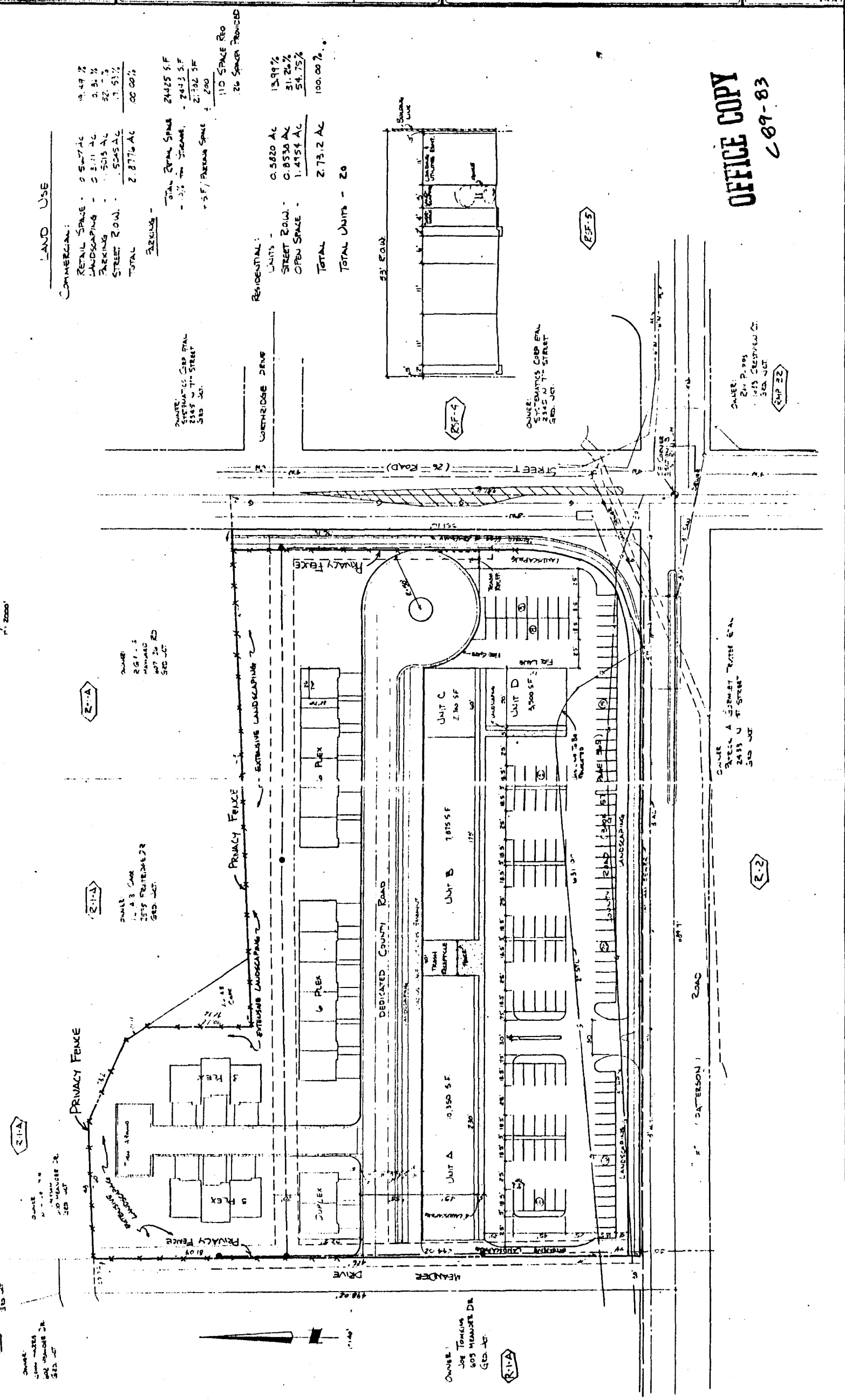
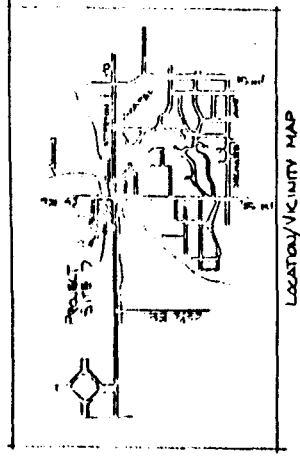
RESIDENTIAL:

UNITS - 0.5820 AC	13.99%
STREET ROW - 0.8530 AC	31.26%
OPEN SPACE - 1.4754 AC	54.75%
TOTAL	2.7324 AC

TOTAL UNITS - 20

110 SPACE REQ
26 SPACES PROVIDED

OFFICE COPY
 C-89-83



REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

1ST AND PATTERSON ANNEXATION

ZONE OF ANNEX

DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE WEST SECTION LINE OF THE NE1/4 NE1/4 SECTION 10, T1S, R1W AND THE SOUTH RIGHT-OF-WAY LINE OF "F" ROAD; THENCE S 00°03'55" W TO EXISTING CITY LIMITS; THENCE EAST TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF 26 ROAD; THENCE NORTH ALONG SAID RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF "F" ROAD; THENCE WEST TO BEGINNING; AND ALSO

LOTS 1 THROUGH 6 WILLOWDALE SUBDIVISION, SECTION 3, T1S, R1W; AND BEGINNING 245 FEET NORTH OF THE SOUTHEAST CORNER SECTION 3, T1S, R1W; THENCE NORTH 136.16 FEET; THENCE S 87°41' W 178.05 FEET; THENCE SOUTH 129.97 FEET; THENCE S 89°57' E 177.9 FEET TO BEGINNING; EXCEPT ROAD RIGHT-OF-WAY ON SOUTH AND EAST AS DESCRIBED IN BOOK 1737, PAGES 747 AND 748, OF MESA COUNTY RECORDS AND INCLUDING ALL ADJACENT RIGHT-OF-WAY OF 25 7/8 ROAD, AND ALSO

BEGINNING 203 FEET NORTH OF THE SOUTHEAST CORNER OF SW1/4, SE1/4, SECTION 3, T1S, R1W; THENCE EAST 7.5 FEET; THENCE NORTH 134 FEET; THENCE WEST 101.1 FEET; THENCE SOUTH 134 FEET; THENCE EAST 93; AND ALSO 6 FEET TO BEGINNING; AND ALSO

THE WEST 470 FEET OF SE1/4 SE1/4 SECTION 3, T1S, R1W, LYING SOUTH AND WEST OF THE SOUTHERLY BANK OF CANAL AND SOUTH AND EAST OF A LINE BEGINNING 462 FEET NORTH OF THE SOUTHWEST CORNER OF SE1/4, SE1/4; THENCE N 48°28' E 210 FEET TO THE CANAL; AND ALSO

BEGINNING 37 FEET WEST OF THE SOUTHEAST CORNER OF E1/2 SW1/4 SE1/4 SECTION 3, T1S, R1W; THENCE WEST 153 FEET; THENCE NORTH 376 FEET TO CENTER LINE OF CANAL; THENCE LEAVING SAID CANAL N 45°15' E 134 FEET; THENCE S 07° E 474 FEET TO POINT OF BEGINNING; EXCEPT THE RIGHT-OF-WAY FOR PATTERSON ROAD ALONG THE SOUTH END; AND ALSO

BEGINNING AT THE SE CORNER OF SECTION 3, T1S, R1W, THENCE NORTH 245 FEET; THENCE WEST 30 FEET; THENCE SOUTH TO THE SOUTH RIGHT-OF-WAY LINE OF PATTERSON ROAD; THENCE EAST 60 FEET; THENCE NORTH 50 FEET; THENCE WEST TO THE POINT OF BEGINNING AND THAT RIGHT-OF-WAY DEDICATED IN BOOK 1737, PAGES 747 AND 748; AND ALSO

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- Annexation Boundary
- Existing City Limits

AREA OF ANNEXATION

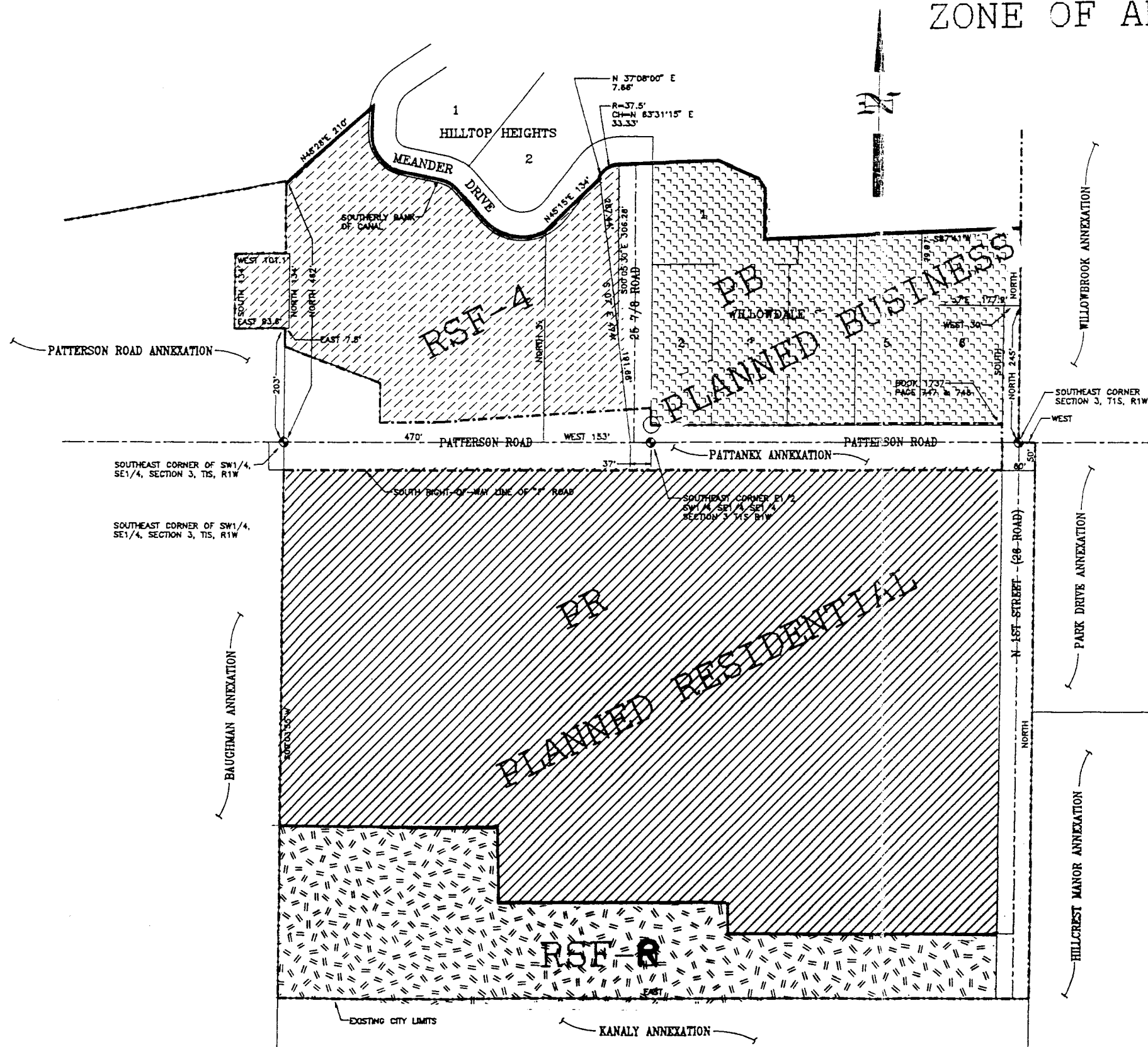
Annexation Perimeter	8612.92 FT.
Contiguous Perimeter	6949.75 FT.
Area in Square Feet	1,796,335.75
Area in Acres	41.24

ORDINANCE NUMBER

EFFECTIVE DATE

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J. Don Newton, City Engineer



DESCRIPTION	DATE	DRAWN BY	KADEL	DATE	7/91	SCALE	
REVISION		CHECKED BY		DATE		PLAN	PROFILE
REVISION		APPROVED BY		DATE		HORIZ 1"=100'	HORIZ
REVISION		FIELD BOOK NO.		PAGE		VERT.	

DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION
CITY OF GRAND JUNCTION, COLORADO

1ST AND PATTERSON ANNEX.

SHEET NO.	1
OF	1
FILE NO.	1STANNEX.DWG

AGREEMENT1635846 11:58 AM 04/19/
DONIKA TODD CLK&REC MESA COUNTY

THIS AGREEMENT is made and entered into this 4th day of JUNE, 1991, by and between Eunice Gormley Family Trust, John P. Gormley, Thomas S. Gormley, James A. Gormley, Ruth H. Gormley in her individual capacity and as co-trustee of the Eunice Gormley Family Trust, and Patrick A. Gormley in his individual capacity and as co-trustee of the Eunice Gormley Family Trust ("Annexor") and the City of Grand Junction, a municipal corporation, of the County of Mesa, State of Colorado, hereinafter referred to as "CITY".

BOOK 2145 PAGE 312

WITNESSETH:

WHEREAS, ANNEXOR is the owner of the property described in Exhibit "Gormley 1" attached hereto (the "Property") and desires to annex said property to the CITY upon the conditions and terms set forth herein; and

WHEREAS, the parties mutually agree that the annexation of the property to the CITY shall not create any additional cost or impose additional burden on the existing residents of the CITY to provide public facilities and services to the property after annexation, but rather, that such annexation is for the mutual benefit of the parties hereto and benefits both the city and annexor.

In consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them,

IT IS AGREED:

1. Annexor shall execute such documents, and appear at such public hearings as may be reasonably necessary to accomplish the annexation of the property. Annexor shall sign an annexation petition at the time of execution of this agreement.
2. City agrees to initiate and pursue such annexation.
3. Annexor does not plan on developing or subdividing the property until some time in the future, presently unknown. The City is willing to annex the property knowing that the development and/or subdivision may not occur for several or many years. When development occurs, such development shall be in accordance with then applicable City standards and ordinances.
4. Annexor will pay tap fees as are required at the time said taps are needed¹, in accordance with then current prices and requirements. Annexor agrees that any promises of water and sanitary sewer service made by this agreement are subject to any water and sewer tap allocation(s) or restrictions in place at the time the service connection is desired.

¹At present water taps cost \$1,100 and sewer taps cost \$750; Annexor will pay the rate applicable when the tap is purchased.

5. Annexor agrees that, at the time of development or subdivision, whichever first occurs, annexor shall provide sufficient irrigation water for the use and benefit of the property, in accordance with then applicable City standards and requirements.

6. Subject to chapter 7 of the Zoning and Development Code, Annexor has the right to, with respect to the portion of the property lying north of Patterson Road, develop as a planned development, in accordance with the corridor guidelines for First Street and for Patterson Road in effect as of the execution of this agreement. The types of uses which will be allowed are those listed in "limited business (B-1), neighborhood convenience business (B-2), retail business (B-3), Light commercial (C-1) subject to the following:

SPECIAL USES	EXCLUDED USES	CONDITIONAL USES
Building Materials	Major shopping center	Drive-up Restaurants
Sales & Storage	Kennels	
Appliance & clothing repair	Public garage	
Bakery	Motor vehicle repair shop	
Auction House	Sign painting shop	
Commercial carpet cleaning	Taxidermist	
Commercial laundry	Truck stop	
	Wholesale business	
	Electronic fabrication	
	Bottling works	
	Fabric fabrication & processing	
	Handicraft manufacture	
	Oil or gas drilling	
	Quarry, mining and processing	
	Sand or gravel extraction or processing	
	Zoo	
	Amusement park	
	Drive-in theatre	
	Motor vehicle sales (used)	
	Animal clinic and hospital	
	Bus or taxi service or storage	
	Campgrounds	
	Glass fabrication and installation	

If not otherwise specified, uses shall be allowed in accordance with the use zone matrix, section 4-3-4 of the zoning code. Annexor agrees that before any subdivision or development can occur, Annexor shall obtain approval, from the City, for a planned development to include a plat and plan, in accordance with the then applicable code of the City.

7. With respect to the property south of Patterson, the zoning shall allow for 10 units per acre as a planned residential development. Annexor shall, at the time annexor desires to develop or subdivide the property, comply with the provisions then applicable to subdivisions and planned zones.

8. Annexor agrees that the design, improvement, construction, and development of the property described herein shall be in substantial conformance with the City of Grand Junction requirements and guidelines in effect at the time of development or subdivision.

GENERAL PROVISIONS

9. This agreement shall be recorded with the Clerk and Recorder in Mesa County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. Annexor shall forthwith notify City of assignments and the names and addresses of assignees.

10. Nothing contained in this agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment or collection by City of any fee or regulation which is of uniform or general application.

11. Except as otherwise stated herein, no right or remedy of disconnection of the described property from the City shall accrue from this agreement, other than that provided by C.R.S. 31-12-119, as amended. In the event the Property or any portion thereof is disconnected at Annexor's request, City shall have no obligation to serve the disconnected property and this agreement shall be void and of no further force and effect as to such property.

12. Until the annexation is final (including any referendums, initiatives or judicial reviews), City and Annexor agree to jointly pursue all reasonable methods to continue such water and/or sewer service which has been provided in the event of an initiative or referendum election which voids the annexation of the property, including but not limited to extra-territorial water and sewer contracts. Such agreement to cooperate shall not constitute a legal obligation on part of City to provide or continue service.

13. If the annexation of the property or any portion thereof is challenged by a referendum or an initiative, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the property from City, then this Annexation Agreement and all provisions contained herein shall be null and void and of no further effect. If the referendum challenge fails, then Annexor and City shall continue to be bound by all the terms and provisions of this Annexation Agreement.

14. In the event that the annexation of the property or any portion thereof is voided by final action of any court (such action not being associated with a referendum or initiative action), City and Annexor shall cooperate to cure the legal defect which resulted in disconnection of the property, and upon such cure this Annexation Agreement shall be deemed to be an agreement to annex the property to City pursuant to §31-12-121 C.R.S. Annexor shall re-apply for annexation when the property becomes eligible for annexation as determined by City. The foregoing shall not obligate Annexor for any costs or fees incurred by the City in or related to such an action, including without limitation court costs, attorney's, consultants or experts fees.

15. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this agreement may be enforced in any court of competent jurisdiction.

OTHER PROVISIONS

16. Annexor's property which lies south of Patterson Road currently is and was historically used for agricultural purposes, including but not limited to the raising of sheep, chickens, goats, cattle, horses and other livestock, and growing a variety of fruit and produce for sale to the public. The parties agree that until the property is subdivided, such uses shall be allowed to continue as such uses have occurred in the past, except livestock uses shall not exceed 60 large agricultural animals. Thereafter, Annexors may continue historic uses on those portions of the property not subdivided, subject to the limitation on the number of animals allowed by the Zoning Code. See, 5-10 of the Zoning and Development Code.

17. One structure, with a street address of 2503 North First Street, is within Annexor's property and is presently served only by septic tank(s). Annexor agrees that such structure shall, at annexor's cost and in accordance with the laws and regulations of the City in effect at that time of connection to the sewer system be connected with the City operated sewer system and the septic systems shall be discontinued at such time as the septic systems constitute a health hazard or as otherwise required by the regulations of the state or local health departments.

John P. Gormley
John P. Gormley

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

June 3, 1991
Date

6-3-91
Date

Patrick A. Gormley, City Manager
by: James A. Gormley

6-3-91
Date

Ruth H. Gormley
Ruth H. Gormley

6-3-91
Date

Patrick A. Gormley
Patrick A. Gormley

6-3-91
Date

EUNICE GORMLEY FAMILY TRUST

Patrick A. Gormley
by: Patrick A. Gormley
Co-trustee

6-3-91
Date

Ruth H. Gormley
by: Ruth H. Gormley
Co-trustee

6-3-91
Date

CITY OF GRAND JUNCTION

Mark K. Achen
by: Mark K. Achen
City Manager

6-4-91
Date

gorm2.doc

Lots 1, 3, 4, 5, and 6 Willowdale Subdivision Section 3 T1S R1W; and beginning 245 feet north of the southeast corner Section 3 T1S R1W; thence N 136.16 feet; thence S 87 degrees 41 minutes W 178.05 feet; thence south 129.97 feet; thence S 89 degrees 57 minutes E 177.9 feet to beginning; except the road right-of-way on the south and east as described in Book 1737 Pages 747 and 748 of Mesa County records.

Lot 2 Willowdale Subdivision Section 3 T1S R1W; except the road right-of-way on the southwest as described in Book 1737 Pages 747 and 748 of Mesa County records.

The north half of NE1/4 NE1/4 Section 10 T1S R1W except beginning at the southeast corner of N1/2 NE1/4 NE1/4 thence west 439 feet; thence north 42.6 feet; thence east to a point 20 feet north of beginning; thence south to beginning less ditch; and except the north 50 feet for road right-of-way; and except the eastern 30 feet for road right-of-way; and except the right-of-way on the east as per Book 879 Page 441 and Book 939 Page 59 and Book 1429 Page 145 and Book 1726 Pages 830 and 831 of Mesa County records; and also except the abandoned Grand Valley Irrigation Company right-of-way as described in Book 880 Page 609 of Mesa County records.

Beginning at the northeast corner of N1/2 S1/2 NE1/4 NE1/4 Section 10 T1S R1W; thence west 439 feet; thence north 42.6 feet; thence east to a point 20 feet north of beginning; thence south to beginning; except 30 feet for road right-of-way.

Beginning 660 feet south of the northeast corner Section 10 T1S R1W; thence west 890 feet; thence south 100 feet; thence east 890 feet; thence north to beginning; and beginning 100 feet south and 330 feet west of the northeast corner S1/2 NE1/4 NE1/4 Section 10; thence west 170 feet; thence south 77.5 feet; thence east 170 feet; thence north to beginning; except road right-of-way as described in Book 939 Page 60 of Mesa County records.

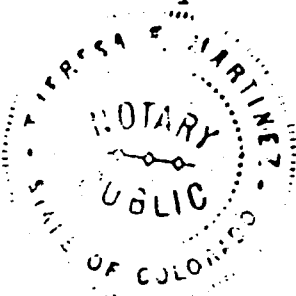
Beginning 100 feet south of the northeast corner of the S1/2 half of NE1/4 NE1/4 Section 10 T1S R1W thence west 330 feet; thence south 77.5 feet; thence east 330 feet; thence north to beginning; except road right-of-way as described in Book 939 Page 61 of Mesa County records.

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The undersigned hereby states that on the 14 day of April, 1993, Mark K. Achen, City Manager of the City of Grand Junction, Colorado, appeared before me and acknowledged that the signature affixed to this agreement originally dated June 4, 1991, is his true and correct signature and acknowledged the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal.

My commission expires: June 13, 1995



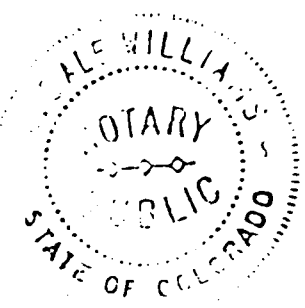
Theresa J. Martinez
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The undersigned hereby states that on the 15th day of April, 1993, John P. Gormley; Patrick A. Gormley, as attorney in fact for Thomas S. Gormley; Patrick A. Gormley, as attorney in fact for James A. Gormley; Ruth H. Gormley; Patrick A. Gormley individually and Patrick A. Gormley and Ruth H. Gormley, co-trustees of the Eunice Gormley Family Trust each appeared before me and acknowledged that the signature affixed to this agreement originally dated June 4, 1991, is a true and correct signature and acknowledged the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal.

My commission expires: 4/7/97



G. McWilliams
Notary Public

ASSIGNMENT OF INTEREST IN AN AGREEMENT

FOR VALUABLE CONSIDERATION the undersigned hereby assign to Dillon Real Estate Company, Inc., a Kansas corporation, an interest in that certain Annexation Agreement dated June 4, 1991 between the undersigned and the City of Grand Junction, Colorado, as such Agreement relates to the following described property located in Mesa County, Colorado:

Lots 1, 2, 3, 4, 5 and 6 in WILLOWDALE SUBDIVISION and beginning 245 feet North of the Southeast corner of Section 3, Township 1 South, Range 1 West of the Ute Meridian; thence North 136.16 feet; thence South 87° 41' West 178.05 feet; thence South 129.97 feet; thence South 89° 57' East 177.0 feet to the point of beginning; except the East 30 feet thereof for First Street; all being in the City of Grand Junction; EXCEPT tracts of land conveyed to the City of Grand Junction in deeds recorded April 10, 1989, in Book 1737 at page 746 and April 10, 1989 in Book 1737 at page 747.


A copy of such Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

Assignors represent and warrant that the copy of the Agreement attached as Exhibit "A" is a true and correct copy of the Agreement executed between the undersigned and the City of Grand Junction. Assignors further warrant that no changes, modifications or amendments have been made to the Agreement attached as Exhibit "A". Finally, Assignors represent and warrant that the Agreement remains in full force and effect to the best of their knowledge, information and belief.

Assignors make no representations or warranties concerning the legal effect of the Agreement. Assignee is further notified that the original Agreement will be recorded in the records of the Mesa County Clerk and Recorder's office as required by the terms of the Agreement.

DATED this 15th day of April, 1993.


Patrick A. Gormley


Ruth H. Gormley

THE EUNICE GORMLEY FAMILY TRUST

By: Patrick A. Gormley
Patrick A. Gormley, Co-trustee

By: Ruth H. Gormley
Ruth H. Gormley, Co-trustee

Thomas S. Gormley
Thomas S. Gormley

James A. Gormley
James A. Gormley

John P. Gormley
John P. Gormley

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 15th day of April, 1993, by Patrick A. Gormley and Ruth H. Gormley individually; Patrick A. Gormley and Ruth H. Gormley as Co-trustees of the Eunice Gormley Trust; Thomas S. Gormley; James A. Gormley and John P. Gormley.

WITNESS my hand and official seal.

My commission expire: 4/7/97

H. Dale Williams
Notary Public