

PAR93ANX

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: PARADISE HILLS PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP THE PARTNERS OF WHICH ARE BRAY AND COMPANY, A COLORADO CORPORATION AND JMC CO., A COLORADO CORPORATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PRE-ANNEXATION AGREEMENT WITH PARADISE HILLS PARTNERSHIP DATED DECEMBER 7, 1993

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1993

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

1667252 02:04 PM 01/07/94
MONIKA TODD CLK&REC MESA COUNTY CO

THIS AGREEMENT made and entered into this 7th day of December, 1993, by and between Paradise Hills Partnership, a Colorado general partnership the partners of which are Bray and Company, a Colorado corporation and JMC Co., a Colorado Corporation, 1015 North Seventh Street, Grand Junction, CO, 81501 ("Developer"), and the City of Grand Junction, a municipal corporation, State of Colorado, hereinafter referred to as "CITY."

In consideration of the mutual obligations, benefits, duties and promises the parties hereto agree as follows:

1. Developer represents that it is the owner of the Property described in Exhibit "Paradise Hills Partnership," attached hereto (the "Property") and that it has the authority to enter into this Agreement on the terms and conditions set forth. If Developer needs to obtain the consent or agreement of another party in order to effectuate this Agreement, Developer agrees to do so. Developer shall provide a copy of a partnership resolution establishing that the person who signs this Agreement has the full authority to bind Paradise Hills Partnership, and the respective partners thereof, to this Agreement.
2. City has initiated the annexation process to annex the Property into the City. The City may annex the Property in conjunction with other properties in the area in order that the City may maximize the extent of territory annexed.
3. This Agreement may be recorded with the Clerk and Recorder in Mesa County, Colorado, and if recorded 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.
4. 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 charge which is of uniform or general application, or necessary for the protection or promotion of the public health or welfare.
5. 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 election. If the final judgment of a court of competent jurisdiction orders the disconnection of all or any portion of the Property from the City, then this Agreement and all provisions contained herein

shall be null and void and of no further effect as to that portion of the Property which is disconnected, except as otherwise provided herein. If such final judgment does not require the disconnection of all or a portion of the Property from the City, then Developer and City shall continue to be bound by all the terms and provisions of this Agreement.

6. 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 election), City and Developer shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure this Agreement shall be deemed to be, in part, an agreement to annex the Property to City pursuant to § 31-12-121, C.R.S. and the terms of this Agreement shall be binding on the parties. Developer shall reapply for annexation, or the City may sign, as Developer's attorney-in-fact, a petition to annex, when the Property becomes eligible for annexation as determined by City.

7. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held illegal or invalid. Each party represents to the other that it is unaware of any pending actions or existing circumstances which would void this Agreement or make the provisions of this Agreement impossible to perform, except as provided herein.

8. 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 § 31-12-119, C.R.S. In the event the Property or any portion thereof is disconnected at Developer's request, this Agreement shall be void and of no further force and effect as to any portion of the Property.

9. (a) Access for the development of the Property to H Road or 26½ Road via the existing rights-of-way to the south is discouraged by the City because of existing physical and other limitations on such rights-of-way. The City has determined that the public health and safety will be promoted, and additional impacts on the existing Paradise Hills development will be reduced, by providing for primary access to the Property from the west. The Developer concedes that the City's determination in this regard is appropriate. The City, however, is not willing to pay for the costs required to provide such access to the Property from the west unless the City has the opportunity to be reimbursed for such costs from developments which use such

access. The development of the Property is likely to generate the largest portion of traffic using such access. Therefore, it is a condition of the construction by the City of such additional access, and a condition of this Agreement, that the Developer pay for a portion of the construction of such access. The City reserves the right to be reimbursed from other developments which may use the subject roadway, whether such reimbursements takes the form of an impact fee, a reimbursement fee, a condition of planning approval or other form.

(b) The Developer acknowledges that the City cannot promise to obtain the necessary right-of-way. The City does agree, however, to use its best efforts, and all legal rights, remedies and powers available to it, to acquire such right-of-way at fair market value for such western access.

(c) Subject to the other terms of this Agreement, if the City is able to obtain the necessary right-of-way, the City agrees that it will thereafter construct a roadway which will provide access from North 7th Street (also known as 26½ Road) to the Property (said right-of-way shall be known, for the purposes of this Agreement, as "Paradise Boulevard"). The eastern terminus of Paradise Boulevard shall be immediately east of the drainage structure (to be constructed as part of the construction of Paradise Boulevard) over the drainage wash which is the western property line of the Property.

(d) The estimated costs for construction of Paradise Boulevard, based on presently available information are:

- (i) Right-of-way acquisition: 550 feet in length, 80 feet in width times \$1.50 per square foot: \$66,000;
- (ii) Earthwork: 3500 cubic yards times \$2.50/cubic yard: \$8,750.;
- (iii) Drainage structure: 80 feet times \$650/lf: \$52,000;
- (iv) Roadway: 550 feet in length times lf: \$77,000.;
- (v) Engineering and design: 15% of \$203,750: \$30,563;
- (vi) Contingency: 6.7%: \$15,688;
- (vii) Total cost: \$250,000.

For purposes of this provision, the phrase "cost of construction" includes: engineering and design and construction costs, costs of right-of-way acquisition (including costs and expenses of condemnation, if any), amounts paid to contractors for the performance of necessary work related to Paradise Boulevard, soils and geologic studies, traffic control, sampling and analysis and surveying.

(e) If the City is able to obtain the required right-of-way, the City shall plan for and engineer the construction of Paradise Boulevard in 1994 or as soon thereafter as is possible.

The construction and specifications of Paradise Boulevard shall be in accordance with the specifications and subject to the direction of the City, provided, however, that Paradise Boulevard shall be sufficient to provide primary access to the Property based on the RSF-5 zoning. Paradise Boulevard shall be constructed as a boulevard for its full length.

(f) Developer shall pay to the City a portion of the cost of construction for Paradise Boulevard ("Developer Contribution") equal to sixty-five percent (65%) of the lesser of (i) the actual cost of construction of Paradise Boulevard or (ii) the \$250,000 estimated total cost of Paradise Boulevard specified in subsection 9(d) above.

The Developer Contribution shall be paid as follows:

(i) At the time of final plat recording for each subsequent phase or filing of any portion of the Property (beginning with Filing 8), Developer shall pay the City a portion of the Developer Contribution determined by multiplying the Developer Contribution by a fraction in which the numerator is the gross number of acres (rounded to the nearest whole acre) in the phase or filing being platted, and the denominator is the total number of acres of the Property (81) and then adding to that product interest accrued on the then unpaid principle balance of the Developer Contribution, and finally multiplying the resulting sum by one-half. This calculation may be pictorially represented as follows:

$$[(\text{Developer Contribution} \times \frac{\text{Number of Acres in Filing}}{81}) + \text{accrued interest}] \times 1/2 = \text{Amount due at filing of final plat}$$

(ii) In addition, at the time of issuance of each building permit for each structure in each subsequent phase or filing of the Property (beginning with Filing 8), Developer (or the permittee if Developer has not paid the amount previously) shall pay the City a sum equal to the amount due at final plat of that phase or filing, multiplied by a fraction in which the numerator is 1 (one) and the denominator is the total number of lots in that phase or filing. That calculation may be pictorially represented as follows:

$$\text{Amount due at filing final plat} \times \frac{1}{\text{Number of lots in that filing}} = \text{Amount due at each building permit issuance in that filing}$$

The purpose of the above calculations is that Developer Contribution (plus accrued interest) will be paid on a per-acre and per structure basis as the Property is developed, with one-half of the portion of the Developer Contribution due as to specific acreage upon recording of the final plat of that filing of the Property and the remaining one-half of the Developer

Contribution attributable to that acreage due in equal portions upon issuance of each building permit for a structure to be built on a lot or parcel approved in the final plat of that filing.

(h) The Developer Contribution shall accrue interest from the date the City certifies completion of Paradise Boulevard to the Developer in writing until paid at the rate of seven percent (7%) per annum. All payments described in the preceding subsection shall be applied first to accrued interest and then to the unpaid principal balance of the Developer Contribution. Any remaining unpaid balance of the Developer Contribution shall be due upon recording of the final plat of the last unplatted portion of the Property, or January 1, 2009, whichever first occurs.

(i) Under its existing agreement with Mesa County, the Developer is required to commence construction of the street connecting the present northerly terminus of Lanai Drive with the northerly terminus of Catalina Court (presently the site of a temporary construction road for Filing 7) upon issuance of the 41st building permit in Filing 7. The City will not attempt to enforce that agreement against the Developer.

(j) The Developer shall give written notice of its application for final plat approval for any portion of the Property to the City's Public Works and Utilities Director who shall diligently thereafter undertake the bid process to construct Paradise Boulevard. The City shall award the bid for construction within twenty (20) days after recording of final plat for any portion of the Property, or such late date as is required by circumstances beyond the City's control. At the time the City commences construction of Paradise Boulevard, Developer shall commence construction of the street ("Connector Road") connecting the northerly terminus of Lanai Drive with the eastern terminus of Paradise Boulevard ("Connector Road"). The Connector Road shall not be a boulevard. It shall be constructed to the standard of a residential collector street eastward to the first cross-street not a cul-de-sac or a closed loop and from there to the northern terminus of Lanai Drive at a residential street section standard, or such comparable standards as shall then be in force in the City.

(k) Upon the completion of Paradise Boulevard and the Connector Road, Developer shall make such changes, or other improvements, as may be reasonably required by the City in order that vehicular access is permanently discontinued to and from the temporary construction road running from the northern terminus of Lanai Drive to the northern terminus of Catalina Court under the Mesa County resolution approving Filing 7 of Paradise Hills.

(l) Developer shall provide a right-of-way for pedestrian and bicycle access connecting the existing Paradise Hills subdivision with the Property.

(m) Developer shall cause some or all of the Property to be burdened with covenants and restrictions to include the formation and continued existence of a homeowner's association, or the like, which shall have the duty (and the ability to collect assessments or fees to fulfill such duty) to maintain, or to contract to maintain, the grassy and landscaped areas in the center area of Paradise Boulevard. At the time that the property to the west of the Property, which uses Paradise Boulevard as an access, develops, if the City has the power, the City shall require that such other property share in an equitable manner the maintenance obligations with respect to the grassy and landscaped areas in the center of Paradise Boulevard.

10. The Developer has proposed that the City adopt, in accordance with the provisions of the Zoning and Development Code of the City, RSF-5 zoning for the Property. The City's planning staff has reviewed the request and agrees that such zoning is consistent with City requirements, the current zoning of the Property and is desirable. The City's planning staff agrees to recommend such zoning to the Planning Commission and the City Council.

If the City Council does not adopt RSF-5 zoning for the Property, this Agreement may be terminated at the option of the Developer, if Developer gives written notice of such termination within 30 calendar days of the Council's adoption of a different zoning for the Property.

11. If Paradise Boulevard is constructed, as set forth above, and the Developer Contribution remains in effect, and so long as the overall density of the Property does not exceed five units per acre, Developer shall not be required to provide or construct access roads to I Road, to 27½ Road, or to 26½ Road north of H½ Road. Notwithstanding the foregoing, Developer shall construct such other roads as may be required to provide internal access for the Property. Notwithstanding anything to the contrary contained elsewhere in this Agreement, so long as overall density of the Property does not exceed five units per acre, Developer shall not be required to contribute to the cost of construction or improvement of off-site roadway improvements or to pay traffic impact fees relative to the development of any portion of the Property.

12. City agrees that Developer, or its assigns, shall be entitled, upon proper application therefor, to refund(s) of City sales and use taxation which apply to the sale or use of those items required to be purchased or used in order to construct those systems and the infrastructure which the City requires Developer to install to serve the Property, for example:

pipe, street lights, manholes, sewer connections and appurtenances, asphalt, road base, traffic signs and devices, and concrete and related miscellaneous items.

The previous paragraph shall not exempt any person from the filing requirements established by Chapter 24 of the City Code nor from any other requirement of said Chapter of the City Code.

13. The improvements guarantee required by the City Code to ensure that the required improvements are constructed by the Developer (to City standards) may be in the form of an agreement in substantially similar form to that attached hereto as Exhibit "Disbursement Agreement."

14. Developer shall, contemporaneously herewith, execute a power of attorney for the purpose of annexing the Property to the City which shall terminate upon termination of this Agreement. A copy of the power of attorney is attached hereto and labelled Exhibit "Paradise Hills Partners Power of Attorney." Subject to the terms of this Agreement, at such times as the City deems necessary, Developer agrees to take such other steps and to execute such other documents as may be required by the City in order to accomplish the annexation to the City of the Property.

15. The Developer shall obtain any required governmental approvals, including any approvals from the City, at no cost to the City, for the construction, repair and maintenance of the utilities which are required to serve the Property.

16. The Developer understands that this Agreement does not change or modify Developer's obligations to pay costs, fees and other charges normally charged by the City, or other local governments or utilities, such as plant investment fees, inspection fees, parks/open space fees, sewer service charges, or any other charges or fees which the City, or another local government, is now charging, or may be charging in the future on a uniform or system-wide basis.

17. If the City vacates Catalina Court, it will give notice to the Developer of such intention, and if requested by Developer, reserve necessary utility easements for the benefit of the Property and public utilities.

18. This Agreement shall bind the signatory parties and their respective heirs, successors and assigns.

19. The Developer's remedies, upon non-performance by the City pursuant to this Agreement, are limited to the following: the developer shall give notice of default to the City Manager specifying the action giving cause to said default. The City shall have 30 days from its receipt of said notice to correct the alleged default. Upon the correction of said default within the

thirty (30) days period the Agreement shall be restored and all terms and conditions will be in full force and effect.

In the event a default is not timely corrected, the Developer has the right to sue for specific performance, however, in no event shall the City be liable for any damages whether indirect, special or consequential. Each party agrees to pay its own attorney's fees in such event, unless otherwise provided by law.

20. This Agreement constitutes the entire agreement of the parties and supersedes any prior discussions, agreements or negotiations.

21. Notice pursuant to this Agreement shall be given by certified mail to the address listed under the signature lines or to such other address as a party may hereafter designate by certified mail.



Stephanie Nye
Stephanie Nye
City Clerk

City of Grand Junction
250 North Fifth Street
Grand Junction CO 81501
By: Mark K. Achen
Mark K. Achen
City Manager

Paradise Hills Partnership
a Colorado general partnership
1015 N. 7th Street
Grand Junction CO 81501

By its general partners:

Lynn J. [Signature]
Secretary

Bray and Company
a Colorado corporation
[Signature]

JMC Co., a Colorado corporation

Anthony P. Snyder
Secretary
Vice President

Joe Lacy
Joe Lacy, President

**EXHIBIT DISBURSEMENT AGREEMENT
TO AGREEMENT DATED DECEMBER 7, 1993,
BETWEEN PARADISE HILLS PARTNERSHIP AND
THE CITY OF GRAND JUNCTION, COLORADO**

BOOK 2040 PAGE 229

No disbursement agreement or improvements guarantee beyond recording of this Agreement in the real estate records of the office of the Mesa County Clerk and Recorder is required for this Agreement, despite the language of section 13 of the Agreement.

Notwithstanding the above statement, the City may require its normal subdivision improvements agreements, and security for performance of those agreements, for improvements to be constructed in connection with each future filing of the Property.

EXHIBIT

PARADISE HILLS PARTNERS

POWER OF ATTORNEY

BOOK 2040 PAGE 230

BE IT KNOWN, that ~~we~~, PARADISE HILLS PARTNERSHIP, a Colorado general partnership, as owners of the real property situate in Mesa County, Colorado, and described as:

See Exhibit "Paradise Hills Partnership" attached and incorporated by this reference

subject to the provisions of that certain Agreement dated December 7, 1993, between Paradise Hills Partnership and the City of Grand Junction, Colorado,

~~do~~ hereby designate and appoint the City Clerk of the City of Grand Junction as my/~~our~~ Attorney in Fact granting said City Clerk full power and authority for me and in my stead to: sign such documents and instruments as are necessary to cause the above described land(s) to be annexed to the City of Grand Junction; and to sign any petition(s) for annexation of the described land(s) to the City, when eligible; and to do and perform any and all acts which the said City Clerk shall deem necessary, convenient, or expedient to accomplish said annexation, as fully as I/~~we~~ might do if personally present.

The authority granted by this instrument shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon my/~~our~~ death / (the death of either / or / both of us) / or dissolution.

As a further covenant to run with the land, ~~we~~ (I) agree that in the event a counter-petition to a proposed annexation of the land is prepared, any signature on such petition purporting to affect the land herein described may be ignored as of no force and effect by the City under annexation requirements.

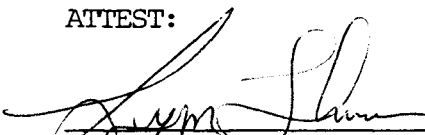
IN WITNESS WHEREOF, ~~we~~ (I) have hereunto set ~~our~~ (my) hand(s) and seal(s) this 15th day of December, 1993.

PARADISE HILLS PARTNERSHIP, a Colorado
general partnership
by its general partner,

BRAY AND COMPANY, a Colorado corporation

By: 
Robert L. Bray, President

ATTEST:


Secretary

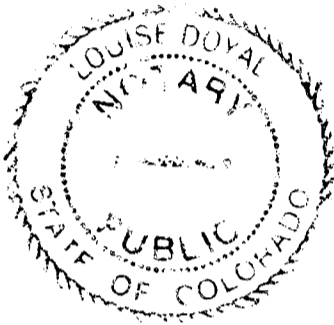
STATE OF COLORADO)
))
COUNTY OF MESA)

ss:

The foregoing instrument was acknowledged before me
this 15th day of December, 19 93 by

Robert L. Bray

WITNESS my hand and official seal:



Louise Doyal
Notary Public

10-27-94
My Commission expires:

Original in P.O.A. file
Paradise Hills

POWER OF ATTORNEY

BE IT KNOWN, that ~~we~~, PARADISE HILLS PARTNERSHIP, a Colorado general partnership, as owners of the real property situate in Mesa County, Colorado, and described as:

See Exhibit "Paradise Hills Partnership" attached and incorporated by this reference

subject to the provisions of that certain Agreement dated December 7, 1993, between Paradise Hills Partnership and the City of Grand Junction, Colorado,

~~I~~ hereby designates and appoints the City Clerk of the City of Grand Junction as my/~~our~~ Attorney in Fact granting said City Clerk full power and authority for me and in my stead to: sign such documents and instruments as are necessary to cause the above described land(s) to be annexed to the City of Grand Junction; and to sign any petition(s) for annexation of the described land(s) to the City, when eligible; and to do and perform any and all acts which the said City Clerk shall deem necessary, convenient, or expedient to accomplish said annexation, as fully as I/~~we~~ might do if personally present.

The authority granted by this instrument shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon my/~~our~~ death /~~the~~ death of either/ ~~or~~ both of/~~us~~ /~~or~~ dissolution.

As a further covenant to run with the land, ~~we~~ (I) agree that in the event a counter-petition to a proposed annexation of the land is prepared, any signature on such petition purporting to affect the land herein described may be ignored as of no force and effect by the City under annexation requirements.

IN WITNESS WHEREOF, ~~we~~ (I) have hereunto set ~~our~~(my) hand(s) and seal(s) this 5th day of December, 1993.

PARADISE HILLS PARTNERSHIP, a Colorado
general partnership
by its general partnr

BRAY AND COMPANY, a

By: [Signature]
Robert L. Bray,

Jm
2-9-94

-POA -
replace this
orig w copy -
file orig with
other POA's
include legal

ATTEST:

[Signature]
Secretary

*Original in P.O.A. file
Paradise Wells*

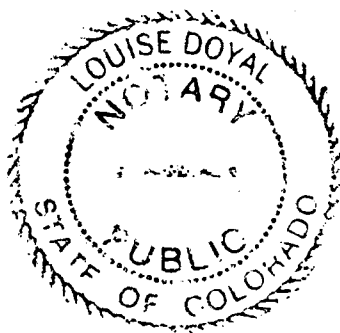
STATE OF COLORADO)
) ss:
COUNTY OF MESA)

BOOK 2040 PAGE 233

The foregoing instrument was acknowledged before me
this 15th day of December, 19 93 by

Robert A. Bras

WITNESS my hand and official seal:



Louise Doyal
Notary Public

10-27-94
My Commission expires:

*Original in P.O.A. file
Paradise Hills*

EXHIBIT

BOOK 2040 PAGE 228

PARADISE HILLS PARTNERSHIP

Township 1 North, Range 1 West, Ute Meridian

Section 25: That portion of the $W\frac{1}{2}SW\frac{1}{2}NW\frac{1}{2}$ lying West of the Government Highline Canal, EXCEPT Paradise Hills Filing No. 7;

That portion of the West 100 feet of the $NW\frac{1}{2}NW\frac{1}{2}$ lying West of the Government Highline Canal;

Section 26: That portion of the $N\frac{1}{2}N\frac{1}{2}SE\frac{1}{2}$ lying North of Paradise Hills Filing No. 5, West of Paradise Hills Filing No. 7, and East of that certain tract of land conveyed in Book 1013 at Page 639 of the Mesa County records

That portion of the $E\frac{1}{2}NE\frac{1}{2}$ lying South and West of the Government Highline Canal, EXCEPT Paradise Hills Filing No. 7

Commencing at the center of Section 26; thence North $89^{\circ}57'50''$ East along the North line of the $NW\frac{1}{2}SE\frac{1}{2}$ of said Section 26 with all bearings contained herein being relative thereto, a distance of 558.00 feet to a point on the Southeasterly bank of a drainige ditch, said point also being the True Point of Beginning; thence Northeasterly along the Southeasterly bank of said drainage ditch to a point on the West line of the $E\frac{1}{2}NE\frac{1}{2}$ of said Section 26 by the following four courses:

North $41^{\circ}35'47''$ East 111.67 feet;
North $52^{\circ}31'05''$ East 153.69 feet;
North $58^{\circ}47'13''$ East 276.77 feet;
North $31^{\circ}10'46''$ East 638.09 feet;

thence South $00^{\circ}04'23''$ West along the West line of the $E\frac{1}{2}NE\frac{1}{2}$ of said Section 26 a distance of 865.90 feet to the NE Corner of the $NW\frac{1}{2}SE\frac{1}{2}$ of Section 26; thence South $89^{\circ}57'50''$ West along the North line of the $NW\frac{1}{2}SE\frac{1}{2}$ of said Section 26 a distance of 762.05 feet to the True Point of Beginning, EXCEPT the West 30 feet herein described property conveyed to Mesa County in instrument recorded April 6, 1961, in Book 800 at Page 74, Mesa County, Colorado.

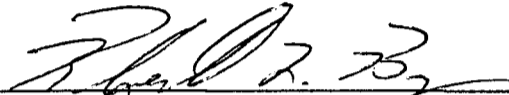
CONSENT OF BOARD OF DIRECTORS
OF BRAY AND COMPANY
IN LIEU OF MEETING

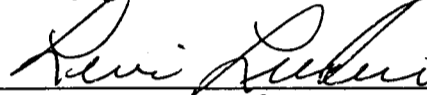
BOOK 2040 PAGE 234

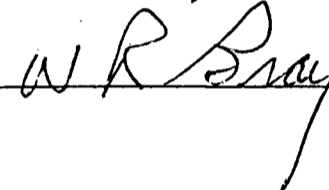
Pursuant to the provision of Section 7-5-108 C.R.S., the undersigned, being all the directors of Bray and Company, a Colorado Corporation, acting without notice or a meeting, waive notice and the holding of a meeting and consent to, adopt, and vote in favor of the following resolution:

RESOLVED, that the appropriate officers of the corporation are authorized and directed to sign on behalf of the corporation in its capacity as one of two general partners of Paradise Hills Partnership, a Colorado General Partnership, that certain agreement dated December 7, 1993 between Paradise Hills Partnership and City of Grand Junction concerning annexation of certain property owned by Paradise Hills Partnership into the City of Grand Junction.

DATED December 16, 1993.







JMC CO.
UNANIMOUS CONSENT IN WRITING
OF THE BOARD OF DIRECTORS
DECEMBER 7, 1993

BOOK 2040 PAGE 235

The undersigned, being all of the Directors of JMC CO., a Colorado corporation (the "Company"), by unanimous consent in writing, pursuant to Section 7-5-108 C.R.S., hereby adopt the following resolution and consent to the action provided therein:

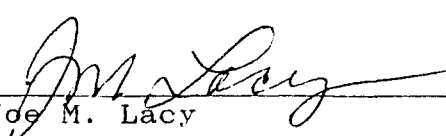
RESOLVED, that the appropriate officers of the Company are authorized and directed to sign on behalf of the Company, in its capacity as one of two general partners of the Paradise Hills Partnership, a Colorado General Partnership, that certain agreement dated December 7, 1993 between JMC CO. and the City of Grand Junction concerning annexation of certain property owned by JMC Co., into the City of Grand Junction.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names as of this 7th day of December, 1993.

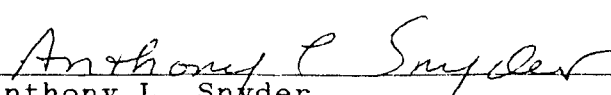
Harold C. Simmons

Glenn R. Simmons

Michael A. Snetzer



Joe M. Lacy



Anthony L. Snyder

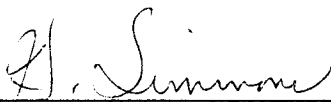
JMC CO.
UNANIMOUS CONSENT IN WRITING
OF THE BOARD OF DIRECTORS
DECEMBER 7, 1993

BOOK 2040 PAGE 236

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IN WITNESS WHEREOF, the undersigned have hereunto signed their names as of this 7th day of December, 1993.



Harold C. Simmons



Glenn R. Simmons



Michael A. Snetzer

Joe M. Lacy

Anthony L. Synder

REAL ESTATE MORTGAGE

1643973 11:44 AM 08/11/93
MONIKA TODD CLK® MESA COUNTY CO

THIS MORTGAGE executed on the 28th day of April, 1993, between BRAY AND COMPANY, a Colorado Corporation ("Mortgagor"), and THE COUNTY OF MESA, State of Colorado ("Mortgagee").

1. Grant of Mortgage. For good and valuable consideration as stated in section 9 of that certain Agreement ("Agreement") between Mortgagor and Mortgagee of the same date as this Mortgage and, in order to secure performance by Mortgagor of the covenants and obligations of Mortgagor contained in sections 1 through 4 of the Agreement, the Mortgagor conveys and grants the Mortgagee, its successors or assigns, the following real property ("Property") in Mesa County, Colorado:

Township 1 North, Range 1 West, Ute Meridian

Section 26: That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South and West of the Government Highline Canal;

N $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of that certain tract of land conveyed in Book 1052 at Page 103 of the Mesa County records and East of that certain tract of land conveyed in Book 1013 at Page 639 of the Mesa County records; EXCEPT Paradise Hills Filing No. 4 and Filing No. 7;

Commencing at the center of Section 26; thence North 89°57'50" East along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 with all bearings contained herein being relative thereto, a distance of 558.00 feet to a point on the Southeasterly bank of a drainage ditch, said point also being the True Point of Beginning; thence Northeasterly along the Southeasterly bank of said drainage ditch to a point on the West line of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 26 by the following four courses:

North 41°35'47" East 111.67 feet;
North 52°31'05" East 153.69 feet;
North 58°47'13" East 276.77 feet;
North 31°10'46" East 638.09 feet;

thence South 00°04'23" West along the West line of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 26 a distance of 865.90 feet to the NE Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26; thence South 89°57'50" West along the

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 a distance of 762.05 feet to the True Point of Beginning, EXCEPT the West 30 feet herein described property conveyed to Mesa County in instrument recorded April 6, 1961, in Book 800 at Page 74, Mesa County, Colorado

to have, hold and retain, together with all easements, rights of way, improvements, ditches, ditch rights, water rights (including reservoir rights and any water or ditch rights represented by shares or certificates in any corporation or association) and other appurtenances located upon or used in connection with the Property described above, subject to the terms and provisions of this instrument.

2. Warranty of Title. Mortgagor, for itself and its successors or assigns, warrants to the Mortgagee, its successors or assigns, that Mortgagor is the owner of the Property and has full power and lawful right to convey and encumber the Property; that the Property is free from all liens and encumbrances (except as specifically stated in this instrument) and that Mortgagor, its successors or assigns, will make such further assurances and execute such additional documents reasonably necessary to perfect the Mortgagee's lien created by the Mortgage.

3. Termination of Mortgage. If Mortgagor, its successors or assigns, shall perform and comply with all of the stipulations, agreements, conditions and provisions of the Agreement and of this instrument, then this instrument and the lien and estate created by this instrument shall cease and thereafter shall be null and void.

4. Agreements of Mortgagor. Mortgagor, for itself and for its successors or assigns, agrees with Mortgagee, its successors or assigns, as follows:

(a) To perform and comply with the covenants and obligations of Mortgagor contained in sections 1 through 4 of the Agreement, which are the only provisions of the Agreement performance of which is secured by this Mortgage;

(b) To pay the taxes and assessments levied or assessed against the Property. If the same are not promptly paid, the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any other rights granted by this instrument;

(c) In case suit shall be brought for the foreclosure of this Mortgage, to pay reasonable attorneys fees incurred by Mortgagee, which attorneys fees shall be entered and allowed as part of the decree or judgment in such foreclosure action;

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BOOK 2040 Page 239-252

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(d) Not to commit or allow waste, impairment or deterioration of the Property and not create or allow to be created any liens or charges against the Property (other than general ad valorem taxes) which for any reason would be superior to the lien of this Mortgage; and
(e) Promptly to perform and comply with the stipulations, agreements and conditions in the Agreement and in this Mortgage.



MORTGAGOR:
BRAY AND COMPANY, a Colorado Corporation

By: Robert L. Bray
Robert L. Bray, President

STATE OF COLORADO)
COUNTY OF MESA)ss:
)

The foregoing instrument was acknowledged before me this day of June, 1993 by Robert L. Bray as President of Bray and Company, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 12-27-94



Louise Doyal
Notary Public

19D/59/7368-201/6-25-93

AGREEMENT

1648972 11:44 AM 08/11/93
MONIKA TODD CLK&REC MESA COUNTY CO

THIS AGREEMENT is made at Grand Junction, Colorado, as of the ~~28th~~ of ~~June~~, 1993, between THE COUNTY OF MESA (the "County") State of Colorado, and BRAY AND COMPANY, a Colorado corporation ("Developer"). Developer's address is 1015 North Seventh Street, Grand Junction, CO 81501.

RECITALS

A. Developer has applied for the approval of the County for a final plat and plan for a planned unit development referred to as Paradise Hills Filing No. 7 (the "Subdivision"). The County Commissioners have approved that application by Resolution No. MCM 91-128 dated July 23, 1991. That resolution requires that Developer and the County agree to contractual provisions relative to provisions for temporary access to the Subdivision for emergency vehicles and construction traffic over a private right-of-way to be constructed by Developer over property owned by the Developer outside the boundaries of the Subdivision.

B. This Agreement sets forth the agreement of Developer and the County relative to that temporary access described above and certain other matters relative to the approval of the Subdivision by the County.

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are acknowledged, Developer and the County agree:

TERMS

1. Subject to limitations stated in this Agreement, Developer shall construct and maintain at all times during construction of improvements in the Subdivision a private secondary access roadway ("Access ROW") from the existing northern terminus of Catalina Court (which is located in Paradise Hills Filing No. 5 east of 26 $\frac{1}{2}$ Road running north and south off of Catalina Drive) north across the drainage ditch bordering Paradise Hills Filing No. 5, then generally northeasterly and generally parallel to Catalina Drive, to the northern terminus of Lanai Drive at the north boundary of Paradise Hills Filing No. 7. All of the real property described in this Agreement is located in Mesa County, Colorado.

1.1 The exact location of the Access ROW will be determined by subsequent agreement of Developer and the County in an additional written agreement or written plans or legal description, any of which shall note upon it the written approval of Developer and the County.

1.2 Despite the provisions of subsection 1.1, all or part of the Access ROW may be relocated from time to time by Developer to prevent erosion, to make the Access ROW more readily passable, or for any other reasonable purpose, so long as the end points of the Access ROW shall not be changed from those stated.

2. The Access ROW shall consist of an unimproved dirt surface graded to a width of not less than 22 feet for its entire length.

2.1 As part of the Access ROW, Developer shall install and maintain in the drainage ditch near the existing northern terminus of Catalina Court a corrugated metal culvert or culverts sufficient to handle a ten-year flood and shall construct and maintain a compacted dirt low water crossing not less than 22 feet in width across the drainage ditch over the culvert.

2.2 During the Access ROW's use as a construction access, Developer shall:

(a) Use reasonable efforts to limit dirt and mud from the Access ROW being deposited upon existing County roads by maintaining gravel mats at each end of the access road not less than 100 feet in length; and

(b) Take reasonable steps to control dust generated by construction traffic on the Access ROW.

3. Subject to limitations stated in this Agreement, Developer agrees, at its cost, to maintain the Access ROW described in sections 1 and 2 above such that it is passable at all times for use by construction traffic and emergency vehicles. This shall not require its improvement beyond the standards specified in sections 1 and 2.

3.1 Upon written notice from the County of any violation of this provision by Developer, Developer shall within five business days remedy the violation described in such written notice, subject to the limitation that if correction of such condition reasonably requires more than that period of time, Developer shall not be in violation of this provision if it is taking all reasonable steps to diligently correct the violation.

3.2 If Developer fails to substantially correct any such violation within the specified time period, the County may:

(a) Withhold issuance of any further building permits for any lot then owned by Developer in Paradise Hills Filing No. 7 until correction of the violation which is the subject of the notice from the County to the Developer;

(b) Maintain an action against Developer for its violation of the provisions of this Agreement;

(c) Cause the violation to be corrected at the expense of the County, and maintain an action in the District Court of Mesa County, Colorado, against Developer to recover the actual and reasonable costs of correction of the violation which is the subject of the notice to Developer;

(d) Foreclose the mortgage securing Developer's performance of its obligations under the provisions of this section; or

(e) Pursue any other remedy available under applicable law.

4. Developer's obligation to maintain, and to permit use by any person or entity of, the Access ROW described in this Agreement shall continue only until commencement of construction of a permanent roadway providing a second access to Paradise Hills Filing No. 7 over a dedicated and constructed public right-of-way.

4.1 Developer agrees that, when building permits have been issued by the County for forty-one lots in Paradise Hills Filing No. 7, Developer shall begin the process of construction of a permanent road to then applicable public urban road standards connecting the presently existing northern terminus of Catalina Court to the terminus of Lanai Drive at the north boundary of Paradise Hills Filing No. 7.

4.2 The exact location of that roadway shall be agreed in writing by Developer and the County at the time of construction. Neither Developer nor the County shall unreasonably withhold approval of the location of that permanent roadway.

4.3 Once construction of that permanent roadway is commenced, construction shall be completed within a reasonable time.

5. Upon commencement of construction of that permanent roadway, all rights of any person or entity to utilize the Access ROW shall terminate immediately without additional action by, or notice to, any person or entity.

6. Except when the Access ROW is being used on a daily basis by construction vehicles for construction of infrastructure improvements for the benefit of all of Paradise Hills Filing No. 7 (or Phase 1 or 2 of Filing No. 7 as those phases are designated by Developer in its sole discretion), access to the Access ROW shall be blocked at all times to public traffic by installation and maintenance of a chain, cable, gate, or comparable means of restricting public access, but permitting access by emergency vehicles and construction traffic.

6.1 In that regard, Developer shall, upon request, provide to any entity providing emergency services and any person or entity contractually obligated to construct (or assist in construction of) improvements on any lot in Paradise Hills Filing No. 7 a key, or the combination to any lock placed on any barrier across the Access ROW. This provision does not authorize any person or entity other than Developer (or other person expressly authorized by Developer) to place any additional lock on that barrier.

6.2 By execution of this Agreement, but subject to the provisions of section 8 below, Developer authorizes any provider of emergency services to cut any lock or take any other steps required to dismantle or destroy any barrier across the Access ROW if reasonably required to utilize the Access ROW in an actual emergency.

7. All contracts entered into by Developer for sale of any lot in Paradise Hills Filing No. 7, and all contracts made by Developer with any contractor or subcontractor relative to the construction of any improvements on any portion of Paradise Hills Filing No. 7, shall comply with the requirements of this section 7. The contracts described above are together referred to in this section 7 as "Contracts."

7.1 All Contracts shall contain the following provision:

All heavy construction vehicles (including, for example, scrapers, loaders, backhoes, paving machines, and cement mixer trucks; but excluding, for example, pickup trucks, light delivery trucks, and workers' personal vehicles) shall access and exit Paradise Hills Filing No. 7 utilizing 264 Road or North 7th Street to Catalina Drive, then east on Catalina Drive to the point opposite Catalina Court where the new construction access road exits Catalina Drive to the north, and thereafter shall utilize the construction access road, and all construction traffic shall not utilize Lanai Drive or any other route than that described above; PROVIDED, this provision shall be suspended any time Catalina Drive west of Catalina Court is impassable for any reason.

The rights to utilize the private construction access road described above are limited to the persons and purposes described in this provision.

This provision shall cease to be effective and construction traffic shall have no further right or obligation to utilize the

construction access road north of Catalina Court upon commencement of construction of a permanent public road replacing the construction access road, which may occur without action by or notice to any person or entity.

7.2 As to sale of any lots in Paradise Hills Filing No. 7 by Developer, Developer's obligations under this subsection shall be fulfilled if the contract for sale of any lot by Developer contains (a) the language described in the preceding subsection, (b) a statement that these provisions shall not be merged in the deed conveying the subject lot by Developer to the purchaser, and (c) a statement that the above provisions shall bind the heirs, successors in interest, and assigns of the lot buyer.

7.3 The County shall be the third-party beneficiary of any rights of Developer created by the inclusion in the Contracts of the provision specified in section 7 above. Developer shall have no obligation to enforce this provision of any of the Contracts. The County acknowledges Developer's assertion that it cannot preclude the use of existing public roads by any person or entity.

7.4 Developer may include in any of the Contracts language satisfactory in form and substance to Developer, in its sole discretion, by which the party with whom Developer is contracting and any other person or entity utilizing the Access ROW shall indemnify and hold Developer harmless from and against all claims, damages, bodily injury, property damage, and demands of every nature (for example, reasonable attorneys fees and costs and expenses of litigation) incurred by, or asserted against, Developer based upon use of the Access ROW or compliance with the contract provisions specified in subsection 7.1.

8. Notwithstanding anything to the contrary stated elsewhere in this Agreement, Developer shall have the absolute unconditional right to preclude any person or entity from utilizing the Access ROW at any time or times, or under any circumstances, when such usage would, in the sole opinion of the Developer, constitute or create an unreasonably dangerous or hazardous condition or situation. This provision shall not be utilized by Developer to defeat its maintenance obligation under section 2 above, but does authorize Developer to limit or preclude usage of the Access ROW while or until maintenance of the Access ROW is completed.

9. Developer's performance of its obligations under the provisions of sections 1 through 4 of this Agreement shall be secured by a mortgage from Developer to the County encumbering that real property in Mesa County, Colorado, the legal description of which is attached as Exhibit A in form and substance satisfactory to Developer and the County. The obligations secured shall include all construction and maintenance of the Access ROW and construction of the permanent public road described in section 4.

9.1 The County agrees that it will subordinate the lien of the mortgage described in this section 9 to a deed of trust or mortgage to secure a loan, in whole or in part, for the purpose of construction of the permanent roadway described in section 4 of this Agreement and will take all actions and sign and deliver all documents reasonably required to evidence that subordination; provided that the lender agrees in writing to disburse the loan proceeds attributable to construction of the permanent roadway described in section 4 above only for or after actual construction of that permanent roadway.

9.2 Any default by Developer authorizing the foreclosure of that mortgage shall constitute the nonpayment of sums due under the secured obligation which may be cured pursuant to Section 38-38-104, C.R.S., or as otherwise permitted by applicable law. The mortgage described in this section shall be released, and the written and signed release recorded, by the County upon completion of the permanent public road described in section 4.

10. In any litigation concerning any alleged violation of the provisions of this Agreement, the parties agree that the proper venue shall be the District Court of Mesa County, Colorado, and that the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit in addition to any other remedy available to the prevailing party.

11. As part of the final plat process for Paradise Hills Subdivision Filing No. 7, Developer is required to pay to the County development impact fees ("DIF") in an amount equal to the \$225 multiplied by the number of unbuilt residential lots in Paradise Hills Filing No. 7 (52 lots), which totals \$11,700 for this filing. Developer has paid two-thirds of the DIF (\$7,800) upon signing this Agreement. The remaining one-third DIF for Paradise Hills Filing No. 7 shall be governed by the provisions of this section.

11.1 Developer shall be entitled to a credit against up to one-third of the DIF if Developer makes certain repairs to Lanai Drive south of Filing No. 7. Engineering drawings of the areas which are the subject of this provision are attached as Exhibit B and incorporated by this reference. Any such repairs undertaken by or on behalf of Developer shall be completed in compliance with County road specifications in force at the time the work is performed.

11.2 If Developer elects to perform the road repair work described above, it shall do so by obtaining written bids from no fewer than three bidders acceptable to Developer and the County. The successful bid and bidder (which bid and bidder shall be selected by Developer) and work performed on Lanai Drive shall be subject to acceptance by the County, which acceptance shall not be unreasonably withheld.

11.3 If the completion of all road repairs shown on the attached engineering drawings will cost more than \$3,900 based on

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the bid accepted by Developer and the County, Developer shall have no obligation to accept any bid for those repairs unless the difference between the total cost of the repairs and \$3,900 is paid by the County's check payable jointly to Developer and the successful bidder prior to Developer signing the contract for the Lanai Drive road repairs.

11.4 If the accepted bid for the Lanai Drive road repairs is less than \$3,900, Developer shall pay County an amount equal to the difference between the successful bid and \$3,900 at the time the contract for the Lanai Drive road repairs is awarded.

11.5 With the agreement of Developer, which it may withhold in its sole discretion, if the cost of Lanai Drive improvements as specified in the attached engineering drawings exceeds \$3,900, Developer and County may agree to scale back the scope of those improvements in an effort to achieve a construction cost of \$3,900 or less.

11.6 Developer shall have the right, in its sole discretion, to pay the County \$3,900 in lieu of undertaking the Lanai Drive street repairs, if that amount is paid to the County prior to signing by Developer of the contract awarding the bid for construction of those repairs.

11.7 The County may withhold the issuance of any building permits for lots then owned by Developer in Paradise Hills Subdivision Filing No. 7 until one of the following occurs:

(a) The final one-third of the DIF in the amount of \$3,900 described in subsection 11.1 above is paid in full; or,

(b) The Lanai Drive road repairs are completed to the satisfaction of the County (which shall not be unreasonably denied) and any amount by which the bid for those repairs is less than \$3,900 is paid by Developer to the County.

11.8 County will have the right to inspect and accept (which acceptance shall not be unreasonably withheld) any repairs to Lanai Drive performed pursuant to provisions of this section. Acceptance of those repairs by County constitute a full and final release of any claims of any nature County might be otherwise entitled to assert against Developer relative to those repairs, including, by way of example and not limitation, any claims for breach of express or implied warranty, consequential damages, or damage to the property of County or any third party.

11.9 Failure by the County to reject any aspect of the repairs upon reasonable grounds within seven (7) days after written request for acceptance shall constitute acceptance of the repairs or that aspect of the repairs described in the request for acceptance.

12. The County may enforce its rights under this Agreement in any manner allowed by applicable law; for example, by holding of the granting of, or suspension of, building permits upon any lot in Paradise Hills Filing No. 7 then owned by Developer. This provision is subject to Developer's rights to notice and cure, and all other provisions of this Agreement.

13. Developer has signed and delivered to the County a Building Permit Hold Agreement covering all lots in the Subdivision to secure performance by Developer of its obligations under Mesa County Development Improvements Agreements for Phases 1 and 2 of the Subdivision. The County agrees it will sign and deliver to Developer a release of that Building Permit Hold Agreement and accept as substitute collateral for performance of those Development Improvements Agreements a Subdivision Improvements Disbursement Agreement signed by a bank and providing for segregation of Developer's loan proceeds by the bank in the amount required by the Development Improvements Agreements to complete construction of those improvements specified in the Development Improvements Agreements uncompleted at the time of such substitution of collateral. The disbursement agreement shall entitle the County to obtain disbursement of funds to it for completion of those uncompleted improvements described in the Development Improvements Agreements upon presentation of (a) request for disbursement; and (b) a certification executed by the County Public Works Director or his designee, stating that Developer is in default under the Development Improvements Agreement and specifying the exact nature of that default and the purpose for which the funds sought by the County are to be utilized. The disbursement agreement may also permit disbursement to the County upon other terms specified by the disbursement agreement. The County shall not unreasonably refuse to accept a Subdivision Improvements Disbursement Agreement as substitute collateral pursuant to this provision. Acceptance of an improvement by the County shall preclude the County from drawing additional funds under the disbursement agreement for that improvement. The County will use funds drawn under the disbursement agreement only for the purpose of completing improvements described in the Development Improvements Agreements.

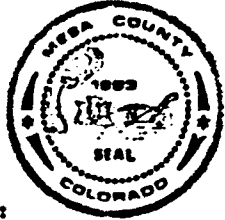
14. Each of the individuals signing this Agreement warrants and represents that he or she is duly authorized to sign this Agreement for the entity for which the Agreement is signed and to bind that entity to perform its obligations under the terms and conditions of this Agreement.

15. The provisions of this Agreement shall bind and benefit Developer, the County, and each of their successors in interest and assigns.

BRAY AND COMPANY, a Colorado corporation

By: Robert L. Bray
Robert L. Bray





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COUNTY OF MESA, STATE OF COLORADO

By: *Dorilyn B. Genova*
Dorilyn B. Genova, Chairman of
Board of Mesa County Commissioners

ATTEST:

Barbara A. Brewer Deputy
Monika Todd, Mesa County
Clerk and Recorder

A1/10/7368-001

EXHIBIT A

Township 1 North, Range 1 West, Ute Meridian

Section 26: That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South and West of the Government Highline Canal;

N $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of that certain tract of land conveyed in Book 1052 at Page 103 of the Mesa County records and East of that certain tract of land conveyed in Book 1013 at Page 639 of the Mesa County records; EXCEPT Paradise Hills Filing No. 4 and Filing No. 7;

Commencing at the center of Section 26; thence North 89°57'50" East along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 with all bearings contained herein being relative thereto, a distance of 558.00 feet to a point on the Southeasterly bank of a drainge ditch, said point also being the True Point of Beginning; thence Northeasterly along the Southeasterly bank of said drainage ditch to a point on the West line of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 26 by the following four courses:

North 41°35'47" East 111.67 feet;
North 52°31'05" East 153.69 feet;
North 58°47'13" East 276.77 feet;
North 31°10'46" East 638.09 feet;

thence South 00°04'23" West along the West line of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 26 a distance of 865.90 feet to the NE Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26; thence South 89°57'50" West along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 a distance of 762.05 feet to the True Point of Beginning, EXCEPT the West 30 feet herein described property conveyed to Mesa County in instrument recorded April 6, 1961, in Book 800 at Page 74, Mesa County, Colorado

ASSIGNMENT OF
REAL ESTATE MORTGAGE AND RIGHTS
UNDER AGREEMENT

BOOK 2040 PAGE 251

THIS ASSIGNMENT is made by the COUNTY OF MESA (the "County"), State of Colorado, to the CITY OF GRAND JUNCTION, COLORADO (the "City").

RECITALS

A. The County is a party to that certain agreement ("Agreement") with Bray and Company, a Colorado corporation ("Developer") dated June 28, 1993, and recorded August 11, 1993, in Book 1998 at Page 456 in the Mesa County, Colorado real estate records. The County is also mortgagee under that certain real estate mortgage ("Mortgage") dated June 28, 1993 and recorded in Book 1998 at Page 466 in Mesa County, Colorado real estate records, which secures performance by Developer of certain of its obligations contained in the Agreement. The Mortgage encumbers certain real property ("Property") in Mesa County, Colorado, legally described as:

Township 1 North, Range 1 West, Ute Meridian

Section 26: That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South and West of the Government Highline Canal;

N $\frac{1}{2}$ SE $\frac{1}{4}$ lying North of that certain tract of land conveyed in Book 1052 at Page 103 of the Mesa County records and East of that certain tract of land conveyed in Book 1013 at Page 639 of the Mesa County records; EXCEPT Paradise Hills Filing No. 4 and Filing No. 7;

Commencing at the center of Section 26; thence North 89°57'50" East along the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 with all bearings contained herein being relative thereto, a distance of 558.00 feet to a point on the Southeasterly bank of a drainage ditch, said point also being the True Point of Beginning; thence Northeasterly along the Southeasterly bank of said drainage ditch to a point on the West line of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 26 by the following four courses:

North 41°35'47" East 111.67 feet;
North 52°31'05" East 153.69 feet;
North 58°47'13" East 276.77 feet;
North 31°10'46" East 638.09 feet;

thence South 00°04'23" West along the West line of the E½NE¼ of said Section 26 a distance of 865.90 feet to the NE Corner of the NW¼SE¼ of Section 26; thence South 89°57'50" West along the North line of the NW¼SE¼ of said Section 26 a distance of 762.05 feet to the True Point of Beginning, EXCEPT the West 30 feet herein described property conveyed to Mesa County in instrument recorded April 6, 1961, in Book 800 at Page 74, Mesa County, Colorado

with all its apurtenances.

B. The Agreement concerns construction of temporary and permanent access roadways to Paradise Hills Filing No. 7 ("The Subdivision"). The Subdivision has been annexed into the City. Based upon that annexation, the County wishes to assign its rights under the Agreement and Mortgage to the City.

ASSIGNMENT

IN CONSIDERATION of the facts stated in the above recitals, the County assigns to the City and its successors and assigns the Mortgage, and all of the County's rights under the Agreement; provided, that all payments required by section 11 of the Agreement have been made by Developer to the County and shall be retained by the County.

This Agreement is made without warranty or representation of any nature.

DATED this _____ day of _____, 19__.

COUNTY OF MESA, STATE OF COLORADO

By: _____
Chairman of The Board
Mesa County Commissioners

ATTEST:

Monica Todd, Mesa County Clerk
and Recorder

IN CITY

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

BOOK 2040 PAGE 250

WALKER FIELD PROPERTY
MESA COUNTY 8

COLORADO
By Tax Comm
417-427

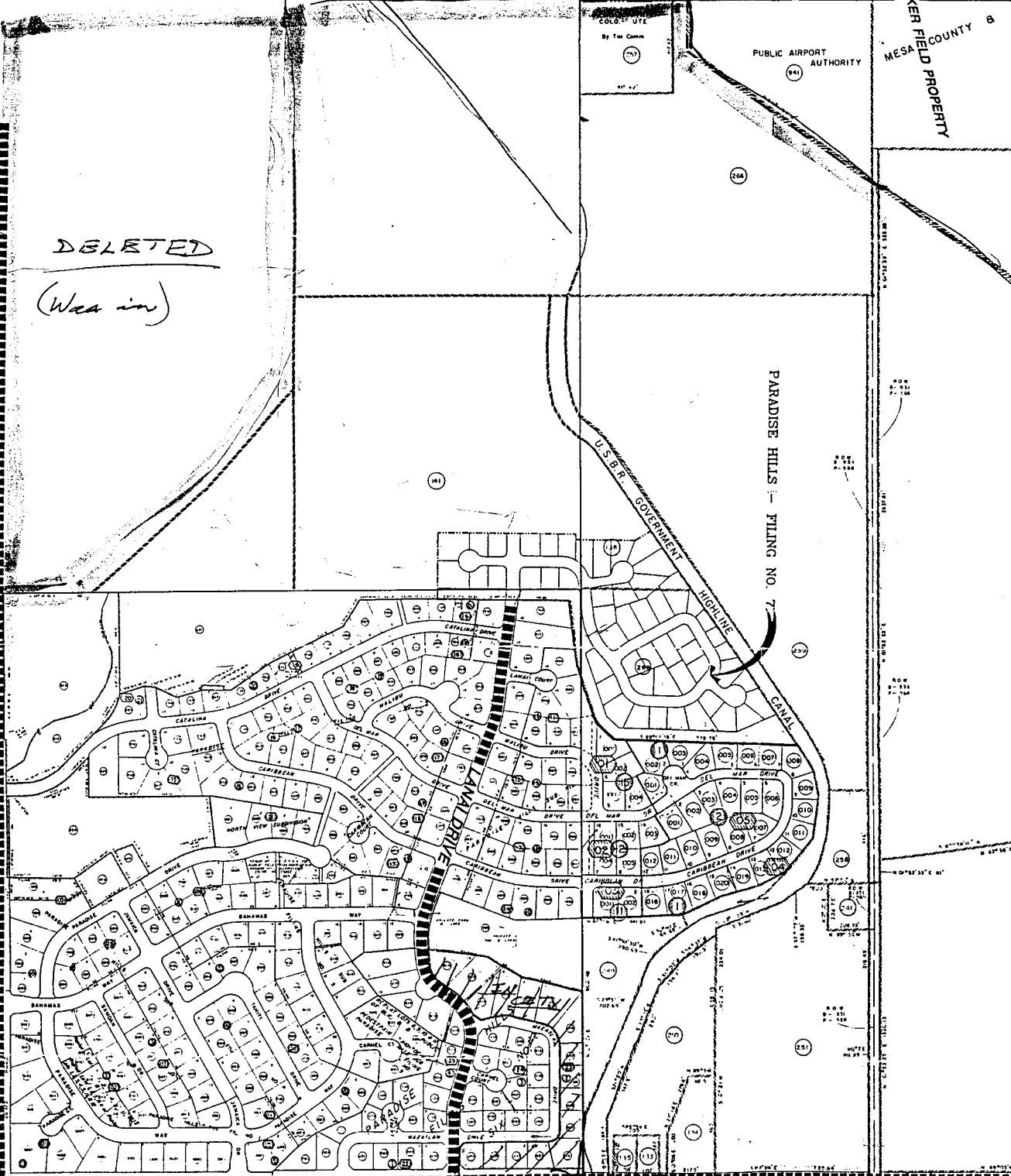
PUBLIC AIRPORT
AUTHORITY

DELETED

(Was in)

PARADISE HILLS - FILING NO. 77

U.S. DEPARTMENT OF GOVERNMENT
HIGHLINE CANAL



H ROAD

N 12th STREET (27 ROAD)

N 7th STREET (26 1/2 RO)

ASSASSOR'S MAP	
PARADISE HILLS SUBDIVISION MESA COUNTY, COLORADO	
ARMSTRONG CONSULTANTS, INC.	
DATE	SHEET
OCT., 1990	2 of
DRAWN BY: D. ERITZ	PROJECT NO. 8055334
PREPARED BY: P.M.O./T.A.L.	

