

RMD91DPA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: RIDGES METROPOLITAN DISTRICT

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: DISTRICT PLAN
AND AGREEMENT

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1991

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Row L

No reference to
Tap Fees...

FINAL

PLAN AND AGREEMENT

This Plan and Agreement is jointly entered into and adopted by the City Council of the City of Grand Junction, on behalf of the City of Grand Junction, Colorado ("City"), and the Board of Directors of the Ridges Metropolitan District, on behalf of the Ridges Metropolitan District ("District"), and is intended to constitute both the plan required by C.R.S. 32-1-701 et seq. and the agreement referred to in C.R.S. 32-1-702 and 32-1-704.

RECITALS

A. The City is willing to enter into this Plan and Agreement, contingent on the completion of the annexation to the City of the lands contained in the District.

B. The District is willing to enter into this Plan and Agreement if the City agrees to provide municipal services to the residents of the District on the same basis as other residents of the City receive City services, except as otherwise provided herein, and if the City refinances the District's outstanding debt.

NOW, THEREFORE, the City and the District agree as follows:

1. Definitions. As used in this Plan and Agreement, the following words and phrases have the following meanings:

A. "Annexation date" means the date sixty-one days after the effective date of the City's ordinance annexing the District lands; provided, however, that if an action for review of the annexation is commenced as provided in Section 31-12-116, C.R.S., the "annexation date" shall be the date on which final judgment, not subject to further appellate review, is entered by a court with jurisdiction, upholding the validity of the annexation ordinance.

B. "Board" means the Board of Directors of the Ridges Metropolitan District.

C. "City" means the City of Grand Junction, Colorado.

D. "City Council" means the City Council of the City.

E. "Dissolution action" means the action commenced by the District in the District Court, pursuant to C.R.S. 32-1-701 et seq., to dissolve the District.

F. "District" means the Ridges Metropolitan District.

G. "District Court" means the Mesa County, Colorado, District Court.

H. "District lands" means all lands within the boundaries of the District.

2. Procedure

A. As soon as possible after the approval of this Plan and Agreement by the City Council of the City and by the Board of Directors of the District, and execution by the appropriate officers of the City and District, the District shall file a petition for dissolution of the District with the Mesa County District Court, pursuant to C.R.S. 32-1-701 et seq. This Plan and Agreement shall be filed with the petition for dissolution.

B. As soon as the dissolution action is commenced by the District, the City staff will prepare and submit to the City Council an annexation petition, seeking annexation to the City of all of the District lands, using the power of attorney on file with the City Clerk. No terms and conditions will be sought or placed by the City on the annexation other than those contained herein. The City Council shall thereafter consider the petition for annexation as provided by applicable ordinance and statute, provided, however, that the annexation ordinance will not be finally adopted until after any dissolution election ordered by the District Court in the dissolution action. If the City adopts an ordinance annexing the District lands, it shall promptly take all actions required by applicable statutes and ordinances to make the annexation effective, and it shall defend the validity of the annexation ordinance in any action brought for judicial review of the ordinance. Any such result shall not operate to invalidate the existing Power of Attorney referred to in this paragraph.

3. Plan and Agreement

A. Services to be Provided by the City. On and after the annexation date, the City will provide the residents of the District the same municipal services on the same general terms and conditions as residents in the rest of the City receive, except as otherwise specifically provided in this Plan and Agreement. These services include, but are not limited to, the following, subject to the ongoing direction and control of the City Council and the City Manager.

1. Fire Protection: At present, the District receives its fire protection services from the Grand Junction Rural Fire District ("Fire District"). The actual services provided by the Fire District are pursuant to a contract between the Fire District and the City, acting through its Fire Department.

On and after the annexation date, the City will provide to the District the same fire protection services as are provided in other areas of the City, subject to the ongoing direction and control of the City Council and the City Manager. The existing Fire District mill levy will be replaced by the City's mill levy. There will be no difference in services received by the residents of the District following annexation.

2. Parks: Listed on Exhibit "District Parks" are the various parks, park facilities, open spaces, and pedestrian, jogging, and other trails owned by the District, hereafter referred to as the "District parks and trails". On and after the annexation date, the City will own, operate, and maintain the District parks and trails on the same terms and conditions, and up to the same standards and level of service, as the City owns, operates, and maintains similar parks, trails, and facilities in other areas of the City. The open space identified on Exhibit "Open Space" will not be maintained but rather will be left in the existing natural state. For five years after the annexation date, reductions in services, operation, or maintenance of the District parks and trails shall be only in connection with system-wide reductions which treat the District's paths and trails equitably with the other parks, trails and facilities owned or operated by the City. Thereafter, any such reduction(s) shall only be made following a public hearing held by the City Council.

3. Public Works: The City's Public Works Department presently operates and maintains the City waterworks, sewer plant and facilities, roads, and other City infrastructure. On and after the annexation date, those facilities and functions will be made available to the District's residents by the City, on the same basis and for the same rates and charges as they are made available to other similarly situated City residents. These facilities and functions include, without limitation, the following, recognizing that there are significant deficiencies in the existing infrastructure of the District. The City is not obligated to improve or upgrade any existing facility, street, road, drainage improvement or other structure, except as is explicitly set forth herein.

a. Water: The District's residents currently receive domestic water pursuant to a contract with the Ute Water Conservancy District (the "Ute Contract"). The Ute Contract will remain in effect pursuant to its terms after the annexation date. On and after the annexation date, the City will continue to bill for domestic water service, provide maintenance, and operate the system in accordance with the District's existing practice (so long as consistent with City practice(s) in the rest of the City), and the Ute Contract, in the name of the District. Revenues associated with the water system will not be separately maintained in the name of the District, but will be commingled and

used with other funds of the City, as determined by the City Council and the City Manager. The District's residents will be billed the in-City water rates rather than the rates currently paid.

b. Sewer: The City currently operates the regional sewer plant pursuant to an agreement with Mesa County, which is a co-owner of the plant with the City, and the City currently provides sewer services to the District's residents pursuant to a contract with the District. On and after the annexation date, the City will continue to provide District's residents with sewer services on the same terms and conditions, and for the same rates and charges, as other City residents. Beginning the first day of the month following the annexation date, rates paid by the District's residents will be reduced to the existing City rate of \$10.35 per EQU. Rates for City residents, including the District's residents, will change over time in response to changing circumstances and as authorized by the City Council.

c. Irrigation: The District currently owns and operates an irrigation system, using non-potable water, for the benefit of its residents. The facilities comprising the District's irrigation system are listed on Exhibit "District Irrigation". The City does not currently operate any similar irrigation systems in residential areas. However, on and after the annexation date, the City agrees that it will assume responsibility for operation, maintenance, and billing for the District's irrigation system. The irrigation system will be operated by the City on a self-supporting enterprise fund basis, with the District's residents paying the cost of operation. Rates and charges will be applied by the City to pay reasonable and customary operating, capital, and depreciation costs of the system. The City will handle the billing for the irrigation system services. The City agrees to operate the irrigation system for the lowest reasonable cost, consistent with sound maintenance and operation practices, and to maintain an adequate reserve for depreciation.

d. Trash Collection: The City operates solid waste collection services for City residents and, pursuant to ordinance, is the exclusive hauler for all residences of eight units or less. For residential structures consisting of more than eight units and commercial users, the owner presently has an option to be provided service by the City or by private hauler. Within six months after the annexation date, the City will provide the District's residents with trash collection services on the same terms and conditions, and for the same rates and charges, as other City residents.

e. Streets and Roads: Within three years after the annexation date, the City will spend at least \$300,000 for reconstruction of and other capital improvements to the

streets, roads, and drainage structures in the District. The City represents that except to the extent that such funds will come from the new debt financed pursuant to Paragraph 3.C., below, it obligates itself to appropriate the funds necessary to meet this commitment. To the extent that the Public Works Department hereafter determines that additional work is required and if the City Council approves the additional work in the course of a subsequent year's budget, additional improvements may be made. Following the initial commitment of spending \$300,000, road, street, and drainage structure improvements in the District will be on an equal basis with other areas of the City. Work prioritization will be determined by the City Council. In addition, on and after the annexation date, all street, road and drainage structure maintenance and repairs in the District will be performed by the City, on an equal basis with other areas of the City. The cost of such maintenance and repairs shall not be included in the \$300,000 initial commitment for capital improvements, but shall be in addition to such commitment. For the purposes of this paragraph, capital means the installation or replacement of infrastructure as opposed to the on-going regular repair and care of the infrastructure.

4. Police: On and after the annexation date, police services provided by the City in the District will be the same as is provided in other areas of the City. The City does not assign particular officers to particular areas or neighborhoods, nor does the City operate particular routes for patrol. Therefore, it is not possible to define precisely the services that will be available. However, the City does agree that police services will be applied on an equitable basis in the District, depending on needs and circumstances.

5. Community Development Department and Zoning:

a. On and after the annexation date, the residents of the District will have available to them the various services provided by the City's Community Development Department. The District lands will be incorporated into the ongoing planning efforts of the City. The District lands will be subject to the land use subdivision and zoning controls and benefits of the City. The zoning which will be applied to the District lands on the annexation date will be substantially identical to that currently in existence, subject to the final adoption by the City Council of a zoning ordinance. The existing District office and lands upon which it is constructed will be rezoned to a business or commercial use, provided that any such rezoning will be compatible with the residential character of the surrounding neighborhood as determined by the City Council. The City Council reserves the right to modify zoning of any lot or parcel within the District in accordance with state and local law. The City is not obligated to enforce existing covenants, such as architectural controls. Until

the City determines otherwise, such covenants will be enforced by the District's residents in accordance with the covenants.

b. The District presently operates and maintains a recreational vehicle (RV) parking area on lands owned by Dynamic Investments, Inc. On and after the annexation date, the City agrees to operate and maintain the RV parking area for as long as Dynamic Investments makes its land available for the RV parking area. If such lands are not made available for the RV parking area in the future, the City agrees to work with the residents of the District and any developers in the District to accommodate the needs of District residents for a RV storage area. The City further agrees that, in connection with the planning of future development in the District, and in connection with the approval of future development, if deemed reasonable and proper by the Council, it will require that the developer(s) provide RV storage facilities open for use by all residents of the District. If the City operates the RV storage area, it will do so as an enterprise activity whereby the users thereof will pay all of the costs of operating and maintaining the facility.

B. Taxation and Special Assessments:

1. Taxation:

a. On and after the annexation date, the District's residents will be subject to the City Sales & Use Tax. Generally, there will be little difference to a resident of the District, assuming that at present retail purchases are already made at locations in the City. Major items which will, following annexation, be subject to the tax (which may not have been previously for District residents), include vehicles, large appliances, and building materials. On and after the annexation date, residents of the District will pay 2.75% of the purchase price of retail goods purchased, pursuant to the City Sales and Use Tax Ordinances. } 50 P

b. With respect to real property taxation, the City's ad valorem mill levy applicable to the District lands and improvements will not become effective until the January 1st following the annexation date. Thus, if the annexation date is in the Spring of 1992, the City's property tax will be applicable as of January 1, 1993.

2. Special Assessments:

Pursuant to the City's People's Ordinance No. 33 and other state and local law, special assessments may be imposed for the construction of street, drainage, curb, gutter, sidewalk, and other improvements only pursuant to a petition signed by more than 50% of the owners of more than 50% of the

lands to be benefitted. The City does not, at present, have the power to unilaterally impose either special assessments or special assessing districts on residents because of the limitations set forth in People's Ordinance No. 33. Unless and until City voters amend People's Ordinance No. 33, special assessments can only be initiated by the affected property owners.

C. Financial Obligations

1. The District has two major categories of debt:

a. The first category of debt is an obligation in the face amount of \$1,943,891 to the Colorado Water Conservation Board ("CWCB"). The amounts due to CWCB are payable only out of the revenues of the operation of the District's irrigation system, and are not general obligations of the District.

b. The second category of debt consists of three general obligation bonds which are identified on Exhibit "District Bonds", attached hereto (the "District bonds").

2. The debt of the District will be restructured as follows:

a. Prior to the effective date of this Plan and Agreement, the City and the District have negotiated with CWCB regarding the discharge of the CWCB loan upon payment of a negotiated lump sum. The parties hereto expect to obtain from CWCB a letter of intent, agreeing to accept a lump sum payment not to exceed \$500,000 to discharge all of the District's obligations to CWCB. The parties agree to enter into this Plan and Agreement notwithstanding the fact that the amount of the CWCB obligation has not been determined. As soon as possible after the annexation date, the District shall pay to CWCB the lump sum payment discussed above to fully discharge its obligations to CWCB. To the fullest extent possible, such lump sum payment shall be paid from the cash and current assets of the District.

b. As soon as possible after the annexation date, the City will issue new debt, which will include (i) a refinancing of the District bonds, (ii) any amounts necessary to pay the settlement of the CWCB obligation, but only to the extent that such settlement can not be paid out of the cash and current assets of the District, and (iii) costs of issuance. In addition, the City has projected that, over a ten year period, beginning in the Spring of 1992, it will spend \$556,246.00 more for providing services and improvements within the District than it will receive from sales, use, and ad valorem taxes paid by District residents as a result of annexation. One half of that projected amount (\$278,123.00) will be added to the principal of the new debt, in addition to the amounts specified above and will be used to partially pay for the obligations agreed to by the City. This new debt will be issued in the name of the District, and it will be a

general obligation of the District. The new debt will be issued for a twenty year term or the useful life of the assets financed, whichever is less, with an estimated ten year call provision. The debt will be issued at an approximate rate of 7.5%, but with an average rate not to exceed 8.25% subject, of course, to market conditions then prevailing. The City agrees that it will diligently and prudently refinance the existing debt of the District to achieve the most savings for the residents of the District. The new debt will not be a general obligation of the City, nor will it otherwise be secured by the assets or revenues of the City, provided however, that the debt may be additionally secured by a subordinate pledge of City sales tax revenues, if such additional pledge is determined to be fiscally prudent by the City.

c. The District will continue in existence after the annexation date to the extent necessary to adequately provide for the payment of its financial obligations and outstanding bonds (including the new debt issued pursuant to this paragraph 3.C.), and will only be dissolved after payment of such obligations and bonds. Each year until the District is dissolved, the District shall, pursuant to the Special District Act, Sections 32-1-101 et seq., C.R.S., or other applicable law, determine the amount of money necessary to be raised by taxation to pay the amounts due on the financial obligations and bonds of the District, taking into account the other funds available as provided in this Plan and Agreement, and fix and certify the levies necessary to raise such amount.

D. Assets of the District

1. The real property of the District is described on Exhibit "District Real Property", and is hereafter called the District real property. The District's personal property is described on Exhibit "District Personal Property", and is hereafter called the District personal property. The District's water rights are described on Exhibit "District Water Rights", and are hereafter called the District water rights. Within ten days after the annexation date, the District real property, personal property, and water rights will be transferred to the City, by appropriate deeds and bills of sale. The City shall be responsible for preparing all necessary deeds, bills of sale and other documents required by law to transfer the District's property to it, and shall bear all recording and other costs incurred with respect to such transfer.

2. Immediately after the annexation date, the City shall obtain an appraisal to be paid for by the District of the value of the District's office building and land upon which the office building is located. The City shall thereafter use its best efforts to sell the office building and land upon which it is located as soon as possible thereafter for the best price it can

obtain in a reasonable period of time, provided, however, that the gross sale price shall not be for less than 85% of the appraised value.

3. Forthwith after the annexation date, the City shall also use its best efforts to sell, for the best sale prices it can obtain in a reasonable period of time, all of the rest of the District real property and District personal property that the City determines is not and will not be needed by the City to meet its obligations to the District and its residents under this Plan and Agreement. Real property assets shall be appraised prior to sale, and the gross sale price for real property shall not be less than 85% of appraised value. No appraisals shall be required for personal property which is sold. After this initial surplus real and personal property is sold, the City shall, from time to time until the District's bonded indebtedness is paid off, examine the remaining District real and personal property to determine whether any additional real or personal property is not needed by the City to meet its obligations hereunder, or to provide services to City residents, and any such unneeded property shall be sold by the City for the best sale prices it can obtain.

4. The District water rights will continue to be used by the City to supply irrigation water to the District's residents. The City may sell any of the District water rights that are not needed, and will not in the future be needed, to supply irrigation water to the residents of the District. In determining whether the water rights are or will be needed, the City shall consider the amount of irrigation water that will be needed if the District lands are fully developed. City reserves the right to substitute other water or water rights so long as the supply of water to the District residents is not diminished.

5. All of the net proceeds from the sale of the District real property, personal property, and water rights pursuant to the provisions of this Paragraph D. shall be applied by the City in the manner specified in Paragraph 3.F., below.

E. Cash and Standby Fees.

1. Cash: As of November 15, 1991, the District had cash on hand of approximately \$752,400.00. The parties agree that between the effective date of this Plan and Agreement and the annexation date, the District will be prudent and conservative in its expenditures. On the annexation date, the City and the District will apply the cash of the District as follows:

a. All current debts and obligations of the District, the settlement with CWCB, and all obligations of the District to its employees for salaries and benefits, shall be paid immediately after the annexation date.

b. All amounts needed to perform any outstanding contracts of the District shall be commingled with other funds. The City shall perform the District's contractual obligations.

c. All cash not needed for the purposes stated in Sub-paragraphs 1.a. and 1.b., above, shall be applied by the City in the manner specified in Paragraph 3.F., below.

d. The District agrees to take the necessary actions under the Local Government Law of Colorado to make the necessary budgetary transfers to allow the District's cash to be paid in accordance with the provisions of this Paragraph E.1.

2. Standby fees: Pursuant to District Resolution and applicable statutes, the District assesses standby fees against certain of the District lands. As of October 31, 1991, there remains approximately \$181,396.00 in uncollected standby fees. The City agrees to take such steps as are consistent with good municipal and governmental practice to collect those standby fees and, to the extent that any standby fees are collected, the City agrees to apply the net collections in the manner specified in Paragraph 3.F., below. Effective on the January 1st after the annexation date, future standby fees will be abolished.

F. Application of Assets and Taxes to Pay Debt. All of the net proceeds from the sale of the District real property, personal property, and water rights pursuant to the provisions of Paragraph 3.D., all excess cash and net collections of standby fees pursuant to Paragraph 3.E., and the net proceeds from the sale of other assets pursuant to Paragraph 3.K.4., shall be applied by the City as follows:

1. Prior to the issuance of new debt pursuant to Paragraph 3.C.2.b., to reduce the principal amount of the new debt to be issued; or

2. Subsequent to the issuance of such new debt, to the reduction of principal and interest on the new debt, or, to the reduction of subsequent ad valorem taxation.

Until such payments are made, the net proceeds shall be held in a Bond Fund or similar account bearing interest at prevailing market rates, and any interest earned shall also be applied to the payments due. In addition, all money raised by taxation of the taxable property in the District, pursuant to the provisions of the Special District Act, C.R.S. 32-1-101 et seq., and other application law, shall be applied to retire the District's bonded indebtedness. As used in this paragraph, "net proceeds" means the gross sale price of the property minus the reasonable costs of sale, including the costs of appraisal(s).

G. Contracts of the District. The contracts to which the District is a party are listed on Exhibit "District Contracts", and are hereafter referred to as the District contracts. Copies of all of the District contracts have been provided to the City by the District. These contracts shall not be assigned to the City, but shall remain in the name of the District. However, the City agrees that the City Council, acting as the Board of Directors of the District, shall cause the District to fully perform all of the District's obligations under the District contracts. The City, on behalf of the District, may terminate any of the District contracts pursuant to the terms of those contracts.

H. Employees of the District.

1. The City will offer employment to the following District employee who is employed by the District on the effective date of this Plan and Agreement: Leonard M. Speakman. This employee meets the minimum City qualifications. The City will offer this employee a position similar to the position he now holds with the District, with a starting date of the annexation date. As a City employee, he will be subject to the City's personnel policies and will receive benefits as do other classified employees of the City. The job classification and pay of such employees within the City system will be in accordance with the duties and responsibilities assigned, but in any case will be essentially equivalent to the duties and pay he currently receives as an employee of the District. Said employee shall be treated as having been terminated in the District and as a new employee by the City.

2. The employment of all of the District's employees will be terminated on the annexation date. Benefits will be paid to these employees in accordance with the policies adopted by the Board, a copy of which is attached hereto as Exhibit "District Benefits".

I. Other Legal Liabilities of the District. The District represents that as of the date it approved this Plan and Agreement, no notices of claim had been filed against the District or any of its employees under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. The City will cause an independent audit of the District's books, finances, and affairs to be performed at the District's expense once the District's electors have approved this Plan and Agreement in order to be certain that the fiscal and other assumptions are valid.

J. Dissolution of the District. The elected Board of Directors will continue in office and will manage the affairs of the District, consistent with the terms of this Plan and Agreement, until the annexation date. On and after the annexation

date, the District will continue in existence for the sole purpose of the payment of its outstanding financial obligations and to continue with such contracts as the City deems appropriate, with the City Council serving as the board of directors of the District pursuant to C.R.S. 32-1-707, and it will be dissolved when its outstanding financial obligations are fully satisfied. On and after the annexation date, the District shall take no actions nor shall it incur any debts or other obligations except those actions, obligations, or debts required to comply with this Plan and Agreement, with applicable law, and with any appropriate orders entered by the District Court in the dissolution action.

K. Miscellaneous.

1. Taxes, standby fees and other debt and obligations owed to the District as of the annexation date will not be affected by this Plan and Agreement, the filing of a petition for dissolution by the District, the entry of a dissolution order by the District Court, the approval of this Plan and Agreement by the District's electors, or the annexation of the District lands by the City.

2. The City will provide errors and omissions and general liability coverage for the District on and after the annexation date, on the same basis and subject to the same conditions, exclusions, and terms provided by the City's insurance, which presently is offered through the Colorado Intergovernmental Risk Sharing Agency.

3. For the purposes of this paragraph only, the parties agree that this Plan and Agreement is entered into not only for the benefit of the City and the District, but also for the benefit of the present and future residents of the District. Accordingly, the parties agree that the City's duties and obligations under this Plan and Agreement may be enforced by any person who is an elector of the District at the time such enforcement action is commenced, provided such enforcement action is commenced within the following time limits:

(a) At any time prior to the final dissolution of the District, as provided in Paragraph 3.J., above, with respect to an action commenced to enforce the provisions of Paragraphs 3.A.3.c, 3.A.5.b, 3.C., 3.D., 3.E., 3.F., 3.J., 3.K.2., and/or 3.K.4.

(b) At any time within five years after the annexation date, with respect to any obligations or duties of the City under this Plan and Agreement other than those listed in the preceding paragraph.

4. If the District should obtain or receive any property, cash, or other assets after the annexation date from any source whatsoever, other than those identified in this Plan and Agreement, the District shall convey such assets to the City. The City shall sell any such assets which are not needed to comply with its obligations under this Plan and Agreement, and shall hold and apply the net proceeds and any cash received in the manner provided in Paragraph 3.F., above.

5. Prior to any dissolution election ordered by the District Court in the dissolution action, this Plan and Agreement can be amended by the mutual agreement of the Board and the City Council. After the holding of a dissolution election, this Plan and Agreement can only be amended with the approval of the City Council and with the approval of the District Court judge in the dissolution proceeding, after a hearing held with notice to the residents of the District given in such manner as the judge deems appropriate.

6. Any bonds, filing fees, or other fees required by statute or ordinance to be deposited or paid in connection with the dissolution or annexation of the District shall be deposited or paid by the City.

7. Nothing in this Plan and Agreement shall be construed to mean that the City Council must continue the levels and types of services to the residents of the District in the identical manner and to the identical extent as is presently provided or as is provided for herein. Notwithstanding the provisions of this agreement, after dissolution, the City will provide the residents of the District the same municipal services on the same general terms and conditions as residents in the rest of the City receive.

8. The effective date of this Plan and Agreement shall be the later of the date this Plan and Agreement is approved by the Board or by the City Council.

This Plan and Agreement shall be binding upon the parties as of the effective date, provided, however, that this Plan and Agreement shall be void and of no force and effect, and the dissolution action shall be dismissed, upon the occurrence of any of the following:

a. The District Court dismisses the petition for dissolution filed in the dissolution action or otherwise does not order a dissolution election;

b. The District's electors do not approve the dissolution of the District in accordance with the Plan and Agreement at an election called for such purpose;

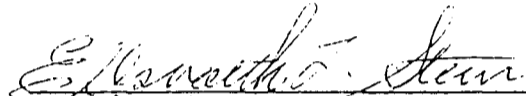
c. The City Council does not adopt an ordinance annexing the District lands on the terms and conditions set forth in this Plan and Agreement; or

d. The ordinance annexing the District lands is voided by final judgment of a court with jurisdiction after judicial review of the annexation ordinance.

Any approval of this Plan and Agreement by the District's electors at an election called for such purpose shall be subject to the above conditions. Any dissolution order entered by the District Court pursuant to Section 32-1-707, C.R.S., may contain provisions which specify that the District will not be dissolved if any of the above conditions occur, and allowing the Court to dismiss the dissolution action if any of the above conditions occur.

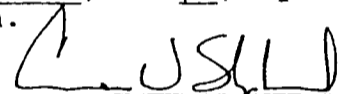
9. The District and the City agree to execute such additional documents, and take such additional actions, as may be necessary to fulfill the intent and purposes of this Plan and Agreement.

Approved this 22nd day of November, 1991, by the Board of Directors of the Ridges Metropolitan District.



President of the Board

Approved this 22th day of NOVEMBER, 1991, by the City Council of the City of Grand Junction.



President of the Council

DISTRICT PARKS

I. Open Space and Park Land Owned By RMD

Filing #1:

2945-163-24-944 (038)		1.422 acres
2945-163-24-944 (022)	Entrance Park	2.820 acres
2945-163-24-944 (018)		<u>1.683</u> acres

Total Filing #1 5.925 acres

Filing #2:

2945-201-14-944 (015)		.012 acres
2945-201-04-944 (022)	Behind Valley View Way	.241 acres
2945-201-01-944 (010)		1.144 acres
2945-174-24-944 (033)	By 405 Ridges Blvd.	1.925 acres
2945-163-26-944 (022)	By 406 Ridges Blvd.	<u>2.937</u> acres

Total Filing #2 6.259 acres

Filing #3:

2945-212-13-944 (009)		3.203 acres
2945-201-09-944 (029)	Well Site	3.259 acres
2945-212-14-944 (030)		7.029 acres

2945-201-01-945 (011)		<u>.0063</u> acres
-----------------------	--	--------------------

Total Filing #3 13.4973 acres

Filing #4:

2945-201-13-944 (033)	Park Site	9.951 acres
2945-201-04-944 (022)	Valley View Way	5.643 acres
2945-201-08-944 (029)		.361 acres
2945-201-07-944 (025)	Tot Lot Mini-Park	1.698 acres
2945-201-06-944 (017)	by Woodstock Property	<u>.038</u> acres

Total Filing #4 17.69 acres

Filing #5:

2945-202-06-944 (031)		<u>.177</u> acres
-----------------------	--	-------------------

Total Filing #5 .177 acres

Filing #6:

2945-174-30-944 (079)	Mini Park	.813 acres
2945-174-29-944 (074)	Rana, Prospectors, PI Hollow	25.353 acres

2945-174-34-944 (015)		.385 acres
-----------------------	--	------------

2945-202-17-944 (019)		4.768 acres
-----------------------	--	-------------

2945-202-06-955 (050) and 174-30-94	Hillview area	<u>9.669</u> acres
--	---------------	--------------------

Total Filing #6 40.988 acres

II. Trails:

- 7,240 feet paved trails
- 7,496 feet unpaved trails
- 22 wooden trail signs

III. Paved Parking Lots:

- 3,444 square feet at entrance
- 7,564 square feet at Pineridge Park (Tennis Court)

IV. Parks:

1. Duck Pond Park (Filing #1, Schedule No. 2945-201-04-944(022))
 - 12 domestic ducks
 - 3 concrete picnic tables
 - BBQ Grill
 - Grass Area 158' x 36'
 - Picnic Shelter
 - Play Equipment:
 - Climbing Tower
 - Digger Dan
 - Bouncy Duck
 - Sand Box
 - Map Sign - lighted
 - Bike Rack
2. Hidden Valley Park (Filing #3, Schedule No. 2945-212-14-944(030)).
 - Grass Area 115' x 45'
 - 1 Concrete Picnic Table
 - BBQ Grill / Bike Rack
 - Play Equipment:
 - Bouncy Horse
 - Balance Beam
 - T-Swing
 - Digger Dan
 - Climbing Structure
3. Shadow Lake
 - 36 trees
 - 23 bushes
 - 20 domestic ducks
 - 4 trash cans
 - Bike Rack
 - 1 Concrete Picnic Table
 - 1 Aluminum bench
 - no grass
4. Pineridge Park (359 Ridges Blvd) (Filing #4, Schedule No. 2945-201-13-944(033)).
 - Grass = 154' x 54'
 - Port a potty
 - 1 Concrete Picnic Table
 - Bike Rack
 - Play Equipment
 - 3 seat swings
 - Climbing Arch
 - Chinning Bar
 - Balance Beam
 - Motorcycle Bouncer
 - Sand Box
 - Cement Bench
 - Drinking Fountain

Aero Bench with Shelter
Volleyball Court
Asphalt Basketball Court
Double Tennis Court in Chain link fence with dividing
net and windscreens

5. Tot Lot (Ridge Circle Drive) (Filing #4, Schedule No. 2945-201-07-944(025)).
 - No Grass
 - Trees with Sprinklers
 - 1 Concrete Picnic Table
 - Play Equipment:
 - Slide
 - T-Swing
 - Tire Bouncer
 - Digger Dan
 - Lady Bug Teeter-Totter
 6. Boy Scout Park (Ridgeview Drive) (Filing #5, Schedule No. 2945-202-06-944(031))
 - Wooden Play Structure
(slide, swing, chain climber)
 - Concrete Bench
 7. School Site (Ridge Circle Drive)
 - Dirt Ball Field
 - Backstop
 - Benches
 - Drinking Water
 - Bases

Owned by District and Mesa County; see deed recorded in Book 1134, Page 736
 8. Autumn Ridge Park (Pleasant Hollow) (Filing #6, Schedule No. 2945-174-30-944(079)
and part of Schedule No. 2945-174-29-944(07)
 - Grass - 224' x 59'
 - 7 trees
 - Concrete Picnic Table
 - 1 BBQ Grill
 - Play Area:
 - no grass
 - 1/2 dirt Basketball Court
 - T-Swing
 - Slide
 - Chinning Bars
- V. Tennis Courts: Dual Courts with 12 foot fence, located at
359 Ridges Blvd, in Pineridge Park.

DISTRICT IRRIGATION

1. Easements recorded in the records of Mesa County at:
 - a. Book 1202, Page 709
 - b. Book 1207, Page 169
 - c. Book 1351, Page 484
 - d. Book 1214, Page 185

2. All buildings and structures used in connection with the District's irrigation system, consisting of:
 - a. Primary pumping facility, located at 2462 Highway 340. This structure is a metal/concrete building, located on the easements described in Paragraphs 1.c. and 1.d., above.
 - b. Pump Station No. 1, located at 442 Ridges Blvd. This structure is a frame building, and is located in Duck Pond Park.
 - c. Pump Station No. 3, located at 372 Ridges Blvd. This structure is a cinder block building with wood siding.
 - d. Hidden Valley Pump Station, located at 385 Hidden Valley Court. This structure is a frame building, and is located in Hidden Valley Park.

3. All pumps, pipelines, and other appurtenances located in, on, or under any of the structures and easements identified above, and all pumps, pipelines, and other appurtenances used in connection with the provision of irrigation water to the residents of the District, including without limitation the items listed on the attached schedule.

4. Lakes and ponds described as follows:
 - a. Entrance Area (aka "Duck Pond")
442 Ridges Blvd
Purpose: Irrigation holding pond; built in 1978

10' x 180' cement cap earthen dam
4.5 acre feet storage - .65 acres of land
Source: 20 shares Redlands Water & Power
 - b. Hidden Valley Ponds
382 Hidden Valley Drive
Purpose: Irrigation holding pond; built in 1978

(i) 10' x 85' earthen dam
2.3 acre feet storage - .38 acres of land

(ii) Concrete lined holding pond

c. Shadow Lake

Ridges Blvd; built 1982

24' x 470' dam

32.5 acre feet storage - 4.37 acres total

RIDGES METROPOLITAN DISTRICT
November 22, 1991

DISTRICT IRRIGATION

Pump Station #3 - 28'6" x 60'6" with 2 levels. Cinder block with cedar siding and shake roof

Marathon 125 HP Motor Serial No. ND 404TTDS7 325 ANW

125 HR Pump

Marathon 210 HP Motor Serial No. NA 286TSTDR 7001DNW

40 HP Pump

Marathon 15 HP Pump and Motor Serial No. MJ 215TTDR 8304BNL

Century Pump and Motor Serial No. 6-333000-02

OVC Control Valve Irr. 2" Model 108-2-2600

OVC Control Valve Irr. 3" Model 127-420-2701-D-2700

OVC Control Valve Irr. 8" Model 127-420-D-650

Bearing Heater Electric Model B-C-13995

Pump Station #2 - 12'x18" wood building, cedar siding, shake roof, cement floor

Pump Station #1 - 16'X 24' Cedar siding, shake roof

4' clay valve Irrigation Serial No. 4-92-02B

4' Clay valve Irrigation Serial No. 4-92-02B

15 HP Pump and Motor Serial No. 28674 8 13/16 Serial 333000-02

40 HP Pump and Motor Model No. 5K286 AL115 Serial 2AARBP 38132-C

40 HP Pump and Motor Model No. 5K286 AL115 Serial 2AARBP 38132-B

Speedaire Vacuum Pump Serial No. 01039-753250

Speedaire Vacuum Pump Serial No. 01039-753251

40 HP Motor Model No. 5K286AL115

40 HP Motor Model No. 5K286AL115

Pacific Pump Serial No. 2AARBP 38132-B

Pacific Pump Serial No. 2AABBP 38132-A

PACB Pump Serial No. 2AAUFP 30893

Century Pump and Motor Serial No. 6-333000-OR-27233 8 13/16

MC Crometer Serial No. 78-6-958

Ameter Meter Strip Chart Serial No. 82-3010-101

Electric Heater CAT# EUHO 52

RIDGES METROPOLITAN DISTRICT
November 22, 1991

DISTRICT IRRIGATION

Primary Pumping Facility Building - 25'x52' steel siding, concrete
walls, flat roof,
chain link fence 60'x84"x8"

350 HP General Electric Motor	Serial No. KTJ 1023027
12' Ross Valve	Serial No. L 82673
8" Ross Serge Valve	Serial No. L 82674
Heater Dravo Hastings	Serial No. 276050 Model No. F-50XME
Heater Dravo Hastings	Serial No. 276049 Model No. F-50XME
Heater Dravo Hastings	Serial No. 276047 Model No. F-50XME
Heater Dravo Hastings	Serial No. 276048 Model No. F-50SME
12" ButterFly Valve American D.	Serial No. 95000-43-4
12' Butterfly Valve American D.	Serial No. 1-95000-65-3
12' Butterfly Valve American Hydrant	Serial No. 1-95525-2-1
12' Butterfly Valve American Hydrant	Serial No. 95000-214
8' Butterfly Valve American Hydrant	Serial No. 95525-3-1
3/4 HP Flint & Walling Pump & Motor	Model 92J107
Pressure Tank Wesseisco	Model No. 225945
2 Ton P&H Electric Hoist Zip 111	
1 Ton Bridge Grain Coffing	Serial No. 1-779-DHT

DISTRICT BONDS

1. Ridges Metropolitan District General Obligation Bonds,
\$1,300,000, dated July 1, 1977.
2. Ridges Metropolitan District General Obligation Bonds,
\$1,500,000, dated July 15, 1978.
3. Ridges Metropolitan District General Obligation Bonds,
\$700,000, dated July 15, 1979.

DISTRICT REAL PROPERTY

1. All of the property listed on Exhibit "District Parks".
2. Property at entrance to Ridges, described in Quitclaim Deed recorded in Book 1421 at Page 76 of the records of Mesa County.
3. The real property located at 372 Ridges Blvd, and the structures and improvements thereon, which include without limitation the District's office building, Pump Station No. 3, and an 11,838 square foot parking lot. The real property consists of 2.243 acres.
4. All of the property listed on Exhibit "District Irrigation".
5. Any and all other real property owned by the District, or in which the District may have an interest, as of the annexation date.

DISTRICT PERSONAL PROPERTY

1. Four wooden shelters located on road rights of way through the District (used as school bus stops).
2. Ridges Entrance Signs, including all property, lights, and rights, located at the entrance to the Ridges Subdivision.
3. Map sign of the Ridges Subdivision, located at Duck Pond Park.
4. Tools and parts trailer, located at 372 Ridges Blvd.
5. The items on the attached schedule.
6. All other personal property owned by the District on the annexation date not specifically listed above.

		1	2	3	4
		Purchase		Sold/Destroyed	
		Date	\$	Date	\$
1	Jurguson Farm				
2	Tractor # 2785	8/30/81	2825 -		
3					
4	3-foot Broom for				
5	Tractor	8/30/81	1175 -		
6					
7	Road Star 416060H-	8/5/81	5995 -		
8	1433989				
9	1971 International				
0	Dump Truck				
1					
2	1987 Chevy Pickup	9/15/90	9000 -		
3	Truck				
4	VIN 1GCGE2AK0HT107907				
5	Pickup Bed			12/13/90	500 -
6	Tool Box				
7					
8	1983 Ford Ranger	2/1/85	5045 -	10/16/90	2300 -
9	1FTBRWAZ14A2352	4/19/85			
0					
1					
2	1979 Ford Pickup	5/6/82	3500 -		
3	68E524308				
4					
5	HOIST w/TROLLY	1/12/89	2035 -		
6	BEAM w/8' installed				
7	(at PPF)				
8					
9					
0	Semi-Trailer				
1	1972 Unit 1058				
2	Serial M712793				
3					
4	Wileyw Sprayer	7/30/81	2400 -		
5	V7710-5E82G				
6					
7					
8					
9					
0					
1					
2					
3					
4					
5					
6					
7					
8					
9					
0					

	1		2		3		4	
	Purchases	Date	#		Sold / Destroyed	Date	#	
2hp 20gal Air Compressor, Spray Gun, Paint Pt., Air hose, Coupler, Plug		3/8/88		644.31				
Transit w/tyred (Borg)		4/1/88		400 -				
4 T 3061				300 -				
Rod				150 -				
Measuring Wheel ^{Model 400}				115 -				
300' folding Tape				80 -				
Pressure Tanks for PPT		6/7/89		1498 -				
American Wilder A1050455 Wall Pans		8/4/85		2352.15				
Dayton Generator 0983939 - 4W110		12/4/90		1334.73				
Qua Scop #3765		7/10/90		1300 -				
Charge				350 -				
Magnetic Tap				85 -				
Evilix Pad				20 -				
P-Bar				89.50				
Radio Plate				70.25				
Cement Mixer #2401005		7/5/86		188 -				
GA 52 Magnetic Locator		4/18/81		575 -				
Auto Crane Evox 370000-001		5/22/91		1355 -				
See 370000-001-068-								
BM-03-51								
w/Traco installed								
in 1989 Chevy								

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

		1		2		3		4	
		Date	Purchases	Date	Sold/Destroyed				
			\$		\$				
1									
2	Motor Vehicle radios:								
3	T43BBN3000C								
4	T22011CA1392	5/1/78	959.00						
5	22611CA1389	7/1/78	957.50						
6	1390		987.50						
7	1391		987.50						
8	1393		984.00						
9									
10	T0006673A Antenna	5/25/78	225.-						
11									
12									
13									
14									
15									
16									
17									
18									
19									
20	Remote Console:								
21	T LN 1126A	6/6/78	121.-						
22									
23	✓ 2nd Sets:								
24	T 1904AC	6/13/78	220.-						
25	T 1904AC		220.-						
26	T 1904AC		220.-						
27									
28									
29									
30	L53FB3100DM	7/27/78	123.30-						
31	Console								
32	T 162028M	6/15/78	495.-						
33									
34	1 Military Vehicle	6/13/79	1190.-						
35	T53JJA3000AK								
36	T53JJA3000AK	5/10/80	1263.-						
37									
38	T 1902AE Handheld	12/29/84	1148.-						
39	H3820U3144AD								
40									

MIN office equip.

PREPARED BY
APPROVED BY

		1		2		3		4	
		Purchased		Sold					
		Date	Amt	Date	Amt				
	Exp. 12/15/51								
	Electric II 56-50-15-1	9/2/54	2500-						
	Electric II 20-5830-								
	530-1889	1/9/54	2500-						
	2 Slidecase (C. 11)	2/10/57	800-						
	Called								
	1 Radio Copied	12/30/55	158.104						
	1 Adler Ch. meter	1/31/56	179.10						
	1 Survey Dialometer	10/19/58	5200-						
	FRC 800A								
type C	1 4 drawer								
	w/lock	5/1/54	1200-						
	1 5 drawer	"	1500-						
	w/lock								
	1 4 drawer								
	w/lock	12/6/54	1200.00						
	3-4 drawer	12/8/57	155-						
			155-						
			155-						
			155-						
Block	Purchase - FRC	6/10/56	5800-						
	Kimball Sec. Desk					Traded for			
	Kimball Sec. Desk							350-	
	Kimball Sec. Desk								
	Kimball Sec. Desk								
	Kimball Sec. Desk								
	Kimball Sec. Desk					7/11/56		400-	
	Kimball Sec. Desk								
	5 2 drawer files								
	3 lateral files								
	8 office chairs								
	2 map files								
	2 end tables - one								
	1 Oak wood end table								
	1 low seat								
	1 IBM Selector								
	1 Oak Map File								
	1 fold end table								
	22 chairs								
	1 table 6 chairs								

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40



METROPOLITAN DISTRICT
405 Ridges Blvd.
P.O. Box 3568
Grand Junction, Colorado 81502
(303) 243-9986

SCHEDULE OF AUTOMOBILES:

1971 Int. Dumptruck VIN 41606H143989 purchased 8/06/81

1979 Chevy Pickup VIN 08E524308 purchased 5/6/82

1983-Ford Ranger-Pickup--VIN-1FTBR10AXDUA23152-Purchased-5/24/85- SOLD 10/16/90

1987 Chevy Pickup Truck Vin 1CCGR24KOJ107907, purchased 9/18/1990

Nonmotorized:

1 Welding Trailer: SMM-0N2, Plate NH2588, Title No 08E000001

2 Spray Rigs

RIDGES METROPOLITAN DISTRICT
November 22, 1991

DISTRICT PERSONAL PROPERTY

Trip Light Model PR-20 Power Supply regulator AC to CD

Lincoln Ark Welder Serial No. A105455

Speedaire Air Compressor Serial No. 1028876-051201

Acetylene Welder Serial No. 315C-T546207

3/4 HP Heavy Duty Grinder Serial No. BG-8R

Chicago Drill Press Serial No. 34918

Skill Pipe Saw Serial No. 4474105

Schauer Battery Charger Serial No. FC40

Metrotech Pipe and Cable Locator Serial No. 480-773845C

Metrotech Pipe and Cable Locator Serial No. 2205-67-2057

Schonstedt Pipe and Cable Locator Serial No. GA-52

Berger Instruments Serial No. 3261

Peabody Barnes Gas Pump Serial No. 69373-381

RIDGES METROPOLITAN DISTRICT
November 22, 1991

MAINTENANCE SUPPLY INVENTORY

3 garden rakes
1 4 prong garden rake
5 rounded shelves
3 square shovels - one with a broken handle
1 pitch fork
1 regular pick
3 pick and hoe companion
1 sharp shooter
3 bars
8 valve keys
1 trenching shovel
1 set of pipe forks
1 hand weed cutter
1 cane cutter
2 weed burners
1 set of saw horse clamps
2 25 pound propane tanks
1 kerosene heater
1 set of cold weld tools
3 curb box keys
3 curb stop keys
1 hand pump for gas barrels
1 manhole cover lifter
1 manhole section lifter
1 meter pit clamp
1 1" pipe bender
2 manhole forms
1 300 gallon fuel tank
6 snow and ice sand barrels
4 danger signs
7 large barricades
4 small barricades
4 sets of ditch jacks
3 pipe stands
1 post hole digger
3 1/2" drive socket set (shallow well)
2 1/2" drive socket set (deep well)
2 3/8" drive socket set (shallow well)
1 3/8" drive socket set (deep well)
1 40 piece 3/8" to 1/4"mm to standard socket set
2 10 piece crow wrench set
2 nut splitters
3 open end and box end wrench sets 1/4" to 1 1/4"
2 nutdriver sets
6 copper cutters
2 sets of swivel ratchets 1/2' to 3/8" to 1/4"
4 ballpeen hammers
2 hatchet hammers
2 pick hammers
5 2" pound hammers
2 chain vicegrips

4 digging bars
1 30 tray organizer
1 25 tray organizer
2 22 lb. propane bottles
1 110 ac to 12V dc power supply
1 2 way hand set radio
1 1" pipe bender
1 router
1 set of router bits
1 10 amp battery charger
2 25' electrical extension cords
1 50' electrical extension cords
1 100' electrical extension cords
2 coffee pots
6 paint brushed of different sizes
3 paint rollers
2 paint pans
3 pairs of paper cutters
4 grease guns
1 set of cement tools
1 radio tester
1 battery charger
1 set of 3/4" drive sockets
1 saber saw
1 7 1/4" skill saw
1 belt sander
1 drill press
1 3/4" horse grinder
1 4" hand grinder
3 metal locators
2 sets of taps and dies
1 set of pop rivets
1 grindstone cutter
1 air compressor
1 generator
1 drill press vice
1 6" vice
3 pipe vices
2 seed spreaders
1 propane torch
1 acetyline torch set welder
1 electrical paint sprayer
1 tracker
1 broom
1 bleed
1 weed cutter
1 300 gallon test pump
1 200 gallon sprayer
2 pairs of hip boots
3 pairs of needle nose pliers
2 pairs side cutter pliers
6 pairs regular pliers
3 pairs wire stripper pliers
2 tin snips

4 fire hydrant wrenches
1 crescent wrench 24"
1 crescent wrench 18"
4 crescent wrench 15"
6 crescent wrench 12"
3 crescent wrenches 10"
4 crescent wrenches 8"
1 crescent wrench 6"
1 pipe wrench 36"
3 pipe wrenches 24"
3 pipe wrenches 18"
3 pipe wrenches 14"
5 pipe wrenches 12"
3 water pump pliers 12"
3 water pump pliers 16"
6 regular vicegrips
2 "c" clamp vicegrips
5 sets of allen wrenches
2 meter pit key
2 sets of easy outs
2 pairs of irrigation boots
6 mobile 2 way radios
2 respirator facepieces
1 Hanson utility scale
1 set of drill bits
1 box of assorted "O" rings
2 tire gauges
1 flaring tool set for copper
1 Electric marking tool
1 set of letter stamps
1 set of number stamps
1 saw set tool
1 6 piece jeweler's screwdriver set
1 10 piece 3/8" torque bit socket set
1 12 piece hex and driver bit socket set
1 Dymo tapewriter embossing tool with tape
1 Arrow stapler with 1/2" and 1/4" staples
1 claw hammer
1 set of bolt cutters
2 20' log chain
1 15' log chain
1 5' log chain
1 3' log chain
2 chain boomers
1 4' pipe beveler
1 6" pipe beveler
1 2 ton budget hoist
1 P&H 2 ton hoist
1 budget hoist
1 steel pipe cutter
1 set 1/4" to 2" pipe threaders
1 funnel
1 gas powered pipe saw
3 5 gallon gas cans

2 pruning shears
4 snap ring pliers
3 sets of screw drivers
4 hack saws
3 rasps
6 flat files
5 rat tail files
1 3 corner file
3 chain wrench
15 punch and chisels
1 pruning saw
3 hand saws
2 copper crimpers
2 1" flaring tools
2 3/4" flaring tools
1 3/4" copper bender
1 1/2" copper bender
1 3/8" copper bender
1 1/4" copper bender
1 set of collar jacks
1 handy man jack
1 Gable come-a-long
2 4' levels
1 2' level
1 torpedo level
2 tri-squares
1 square
1 wood rasp
3 wood chisels

DISTRICT WATER RIGHTS

1. Ridges Well No. 1 and Ridges Ponds Nos. 1, 2, 3, and 4, all of which were decreed in Case No. 81CW411, District Court, Water Division 5, by decrees entered July 12, 1982. Ridges Well No. 1 has been issued Well Permit No. 23554-F.
2. Gardner Diversion No. 1, decreed in Case No. W-2155, District Court, Water Division 5, by decree entered July 23, 1974.
3. 15 c.f.s. of water, being a portion of Priority No. 1042 awarded to the Bridges Switch Pumping Pipeline by the District Court in and for the County of Mesa, State of Colorado, for Water District No. 42.
4. Twenty Shares of the Capital Stock of Redlands Water and Power Co.

DISTRICT CONTRACTS

1. Amended Contract with the Colorado Water Conservation Board, dated May 1, 1984.
2. Contract for Bulk Purchase of Water with the Ute Water Conservancy District, dated May 12, 1977, and Addendum thereto, dated December 23, 1980.
3. Agreements relating to sewer service to property in the Ridges Metropolitan District, dated May 7, 1975, July 1, 1977, July 22, 1980, August 20, 1980, and March 27, 1984.
4. Three License Agreements with Mentor Systems, Inc., relating to computer software, which agreements are dated on or about January 20, 1988.
5. Term Lease Master Agreement with IBM Credit Corporation, relating to the District's computer system, dated on or about January 21, 1988.
6. Software Support and/or Enhancements Agreement with Computer Information Concepts, Inc., dated January 1, 1991.
7. Lease/Use Agreement with Commercial Services (Richard B. Davis), relating to a John Deere backhoe, dated February 13, 1987.
8. Agreement with R.E. Landscape Services, dated January 23, 1991.
9. Equipment Rent and Gas Sale Agreement with Buckeye Gas Products Company, dated March 19, 1985.
10. Agreement with Browning-Ferris Industries of Colorado, Inc., relating to trash and porta-potty.
11. RMHMO Health Benefits Contract, dated on or about May 23, 1991.
12. Group Plan Agreement with Delta Dental Plan of Colorado, dated on or about May 1, 1991.
13. Group Insurance Certificate with Standard Insurance Company, Group Policy No. 427299 (through the Special District Association of Colorado), relating to long term disability insurance.
14. Workers' Compensation Insurance with the State Compensation Insurance Authority, Policy No. 0038685.

15. Interruptible Power Agreement with Public Service Company of Colorado, Account No. 606441583030202.

16. Employment Contract with Marge Garneau, dated August 9, 1985.

DISTRICT BENEFITS

RIDGES METROPOLITAN DISTRICT
DISSOLUTION/ANNEXATION
EMPLOYEE SEVERANCE

- I. All employees on the payroll of the District on the annexation date will be terminated on that date, and:
 - A. Health, Dental, Life and Disability insurance for all employees will be extended 30 days beyond the annexation date (to the extent allowed by such insurance policies), at the same level of coverage they have at that time, and the premiums will be paid by the District.
 - B. Accrued vacation pay and compensatory time earned will be paid to all employees.
 - C. Accrued sick leave at the annexation date shall be paid for at the rate of one (1) day paid for every three (3) days accumulated if the employee has been with the District more than three months.

- II. Severance pay compensates an employee for the permanent, unavoidable loss of their job. It is directed toward easing the problem of getting another job. Severance pay shall be paid under the following conditions:
 - A. Severance pay shall be paid only to full time permanent employees of the District who meet the following conditions:
 - 1. The employee is on the payroll of the District on the annexation date.
 - 2. The employee is at work (i.e., not on vacation) on the annexation date and on the nine working days prior to the annexation date.
 - 3. The employee has not taken more than one week's vacation in the thirty days prior to the annexation date.
 - 4. The employee has been employed by the District for at least three months on the annexation date.
 - B. Severance pay shall be paid at the rate of pay the employee is receiving on the annexation date.
 - C. Those who qualify for severance pay shall receive it at the following rate:

1. Employed 3 months to 12 months: 2 weeks
2. Employed more than one year: 2 weeks per completed year of service with the District

III. The final check shall be given to the employee at separation. This check is to include salary due up to and including the effective date of termination, vacation pay due, compensatory time due, sick leave pay (if any), and severance pay (if any).

IV. As used in this Policy, "annexation date" means the annexation date defined in the Plan and Agreement between the City of Grand Junction and the District relating to the dissolution and annexation of the District.

**LEGAL DESCRIPTION
RIDGES METROPOLITAN DISTRICT**

A tract of land situate in portions of Section 20, Section 29, Section 21, Section 16, Section 17 and Section 19 all in Township 1 South, Range I West of the Ute Principal Meridian being more particularly described as follows:

Beginning at the Southwest corner of said Section 16 and all bearings contained herein being relative to-true north as derived by observation of State Plane Coordinate Monuments No.'s H6 & H7;
thence North 00°06'01" East 1233.76 feet along the westerly line of said Section 16 to a point;
thence North 64°47'00" West 63.38 feet;
thence North 44°52'00" East 81.50 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 16;
thence North 44°52'00" East 280.70 feet;
thence North 15°28'00" East 355.59 feet to the southwesterly right-of-way line of Colorado State Highway 340;
thence South 74°37'00" East 324.10 feet along said right-of-way line;
thence 137.88 feet along the arc of a 2825.00 foot radius curve to the right, which arc subtends a chord bearing South 73°13'06" East 137.86 feet along said right-of-way line;
thence South 16°11'49" West 174.56 feet to an iron pipe;
thence South 02°56'26" East 346.96 feet to a rebar;
thence South 75°29'32" East 409.92 feet to an iron pipe;
thence South 89°52'33" East 67.84 feet;
thence South 75°23'00" East 43.49 feet;
thence North 89°57'00" East 104.00 feet to the westerly line of the Southeast 1/4 of the Southwest 1/4 of said Section 16;
thence North 00°00'26" East 10.57 feet along said westerly line to the Northwest corner of said Southeast 1/4 of the Southwest 1/4;
thence North 89°30'06" East 208.00 feet along the northerly line of said Southeast 1/4 of the Southwest 1/4;
thence North 16°45'00" East 13.63 feet to said southwesterly right-of-way line of Colorado State Highway No. 340;
thence South 65°33'00" East 211.94 feet along said right-of-way line;
thence South 24°17'56" West 117.83 feet to a bolt tagged LS 5837 for the Southeast corner of Lot 7 of Poland Heights Subdivision;
thence along the arc of a 50.00 foot radius non-tangent curve to the left, which arc subtends a chord bearing South 55°22'18" West 85.68 feet to a rebar tagged LS 5837 for the Southwest corner of said Lot 7;
thence North 33°24'28" West 159.41 feet to a rebar for angle point on southerly line of said Lot 7;
thence South 62°28'48" West 125.53 feet to a rebar for point on line between Lots 5 and 6 of said subdivisions;

thence South 62°28'17" West 98.46 feet to a rebar for point on line on westerly line of said Lot 5;
thence South 00°09'26" West 1100.69 feet along westerly line of said Southeast 1/4 of the Southwest 1/4 of Section 16 to the Southwest corner of said Southeast 1/4 of the Southwest 1/4;
thence South 00°30'35" West 1003.78 feet along the easterly line of the Northwest 1/4 of the Northwest 1/4 of said Section 21 to a point;
thence North 89°048'21" West 1300.72 feet to the easterly line of said Section 20;
thence South 00°13'43" West 1652.68 feet along said easterly line to the East 1/4 corner of said Section 20;
thence South 01°15'11" West 2585.42 feet to the southeast corner of said Section 20;
thence South 89°47'09" East 97.94 feet to the northeast corner of said Section 29;
thence South 00°05'35" East 1306.72 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 29;
thence North 89°44'13" West 1321.65 feet to the Southwest corner of said Northeast 1/4 of the Northeast 1/4;
thence North 00°07'02" West 1306.81 feet to the Northwest corner of said Northeast 1/4 of the Northeast 1/4, also being a point on the southerly line of said Section 20;
thence North 89°06'19" West 95.76 feet along said southerly line of said Section 20;
thence North 89°46'15" West 1319.01 feet along said southerly line to the South 1/4 corner of said Section 20;
thence North 89°37'33" West 1320.94 feet along the southerly line of said Section 20;
thence North 89°44'10" West 1320.32 feet along said southerly line to the Southwest corner of said Section 20;
thence North 00°11'05" East 896.97 feet along the westerly line of said Section 20 to a point;
thence North 89°48'55" West 500.00 feet;
thence North 00°011'05" East 325.00 feet;
thence North 15°11'05" East 1021.90 feet;
thence North 30°11'05" East 471.03 feet to the West 1/4 corner of said Section 20;
thence South 89°46'34" West 1300.23 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 19;
thence North 01°44'46" East 1291.46 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4;
thence East 611.56 feet;
thence North 65°16'12" East 536.17 feet;
thence North 41°55'21" East 592.70 feet;
thence North 58°12'11" East 495.34 feet;
thence North 78°04'01" East 667.42 feet;
thence North 33°19'43" East 527.81 feet;
thence North 59°19'14" East 536.25 feet to a point on the boundary line of a tract of land described in Document No. 997320 of the records of the Clerk and Recorder of Mesa County, Colorado;
thence North 54°02'01" East 73.07 feet along said boundary line to a point on the Southeasterly right-of-way line of a road right-of-way described in Document No. 801204 of said Mesa County records;

thence 131.92 feet along the arc of a 50.00 foot radius nontangent curve to the left, which arc subtends a chord bearing North 68°27'00" East 96.85 feet along said right-of-way line;
thence North 52°52'00" East 290.20 feet along said right-of-way line;
thence 82.83 feet along the arc of a 445.84 foot radius curve to the left, which arc subtends a chord bearing North 47°32'40" East 82.71 feet along said right-of-way line to a point on the boundary line of a tract of land described in Document No. 857878 of said Mesa County records;
thence South 75°55'01" East 225.66 feet along said boundary line to the easterly line of Southeast 1/4 of the Southwest 1/4 of said Section 17;
thence South 00°17'01" East 735.75 feet along said easterly line to the South 1/4 corner of said Section 17;
thence South 89°53'15" West 606.17 feet along the southerly line of said Section 17;
thence South 23°21'51" West 600.00 feet;
thence North 89°25'51" East 185.13 feet;
thence North 23°21'51" East 120.62 feet;
thence South 52°44'09" East 145.90 feet;
thence South 25°49'09" East 432.05 feet;
thence South 66°50'49" East 678.51 feet;
thence North 23°50'19" East 1290.95 feet to the northerly line of said Section 20;
thence South 89°49'09" East 479.75 feet along said northerly line;
thence South 89°50'28" East 1297.34 feet along said northerly line to the point of beginning, containing 778.515 acres more or less.

AND

A tract of land located in a part of the N1/4 of Section 21, T1S, R1W of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the N1/4 Corner of said Section 21;
thence North 87°35'07" West along the North line of the said Section 21 a distance of 230.00 feet to the Northwest Corner of Lot 3, Block 4 Country Club Park, said point also being the TRUE POINT OF BEGINNING;
thence South 18°00'17" East along the Westerly line of Block 4 of said Country Club Park a distance of 1260.62 feet;
thence South 54°16'21" West 230.25 feet to the Southeast corner NE1/4 NW1/4 of said Section 21;
thence South 07°14'50" East 161.77 feet to a point on the Northerly Right-of-Way of Bella Pago Drive;
thence along said Northerly Right-of-Way of Bella Pago Drive by the following nine (9) courses and distances:
(1) South 34°55'16" West 149.88 feet;
(2) thence along the arc of a curve to the right whose radius is 332.96 feet and whose long chord bears South 46°45'16" West 136.56 feet;
(3) South 58°35'15" West 249.81 feet;

(4) thence along the arc of a curve to the right whose radius is 591.00 feet and whose long chord bears South 65°31'45" West 142.86 feet;
(5) South 72°28'15" West 209.82 feet;
(6) thence along the arc of a curve to the right whose radius is 135.84 feet and whose long chord bears North 82°31'45" West 114.82 feet;
(7) North 57°31'45" West 149.92 feet;
(8) thence along the arc of a curve to the right whose radius is 128.77 feet and whose long chord bears North 31°31'45" West 112.90 feet;
(9) thence along the arc of a curve to the left whose radius is 50.00 feet and whose long chord bears North 20°16'22" West 98.23 feet;
thence North 64°07'34" West 328.35 feet to a point on the west line of the E1/2 NW1/4 of said Section 21;
thence North 02°26'55" East along said West line of on E1/2 NW1/4 of Section 21 a distance of 243.34 feet to the Southwest corner of the NE1/2 NW1/4 of said Section 21;
thence continuing North 02°26'55" East along said West line of E1/2 NW1/4 of Section 21 a distance of 1338.83 feet to the Northwest Corner of said Section 21;
thence South 87°35'07" East along the North line of the NE1/4 NW1/4 of said Section 21 a distance of 1067.61 feet to the TRUE POINT OF BEGINNING, containing 52.204 acres.

AND

A tract of land located in a part of the SE1/4 of Section 17, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows: Beginning at the S1/4 corner of said Section 17;
thence North 00°17'01" West along the West line of the SW1/4 SE1/4 of said Section 17 a distance of 763.18 feet;
thence North 89°42'59" East 300.00 feet;
thence North 00°17'01" West 350.00 feet;
thence South 89°42'59" West 275.00 feet;
thence North 00°17'01" West 197.87 feet to a point on the North line of the S1/2 SE1/4 of said Section 17;
thence South 89°59'12" East along said North line of the S1/2 SE1/4 of Section 17, a distance of 852.70 feet;
thence North 03°30'14" East 199.99 feet;
thence North 83°54'44" East 343.35 feet;
thence South 60°13'49" East 371.13 feet;
thence North 20°00'48" East 451.00 feet;
thence North 52°19'12" West 111.43 feet;
thence North 01°52'48" East 88.78 feet;
thence South 52°19'12" East 88.78 feet;
thence South 37°40'48" West 8.14 feet;
thence South 51°16'12" East 635.71 feet;
thence South 69°41'12" East 187.25 feet;
thence South 50°03'15" East 259.01 feet;

thence South 64°47'00" East 63.38 feet to a point on the East line of the SE1/4 SE1/4 of said Section 17;
thence South 00°06'14" West along said Eastline of the SE1/4 SE1/4 of said Section 17, a distance of 433.54 feet;
thence South 47°36'43" West 813.38 feet;
thence South 80°42'10" West 707.32 feet;
thence South 00°00'00" West 133.79 feet to the Southwest corner of the SE1/4 SE1/4 of said Section 17;
thence North 89°49'09" West along the South line of the SW1/4 SE1/4 of said Section 17, a distance of 1318.50 feet to the point of beginning. EXCEPT; Commencing at the Southeast corner of the NE1/4 SE1/4 of said Section 17 and considering the North line of the S1/2 SE1/4 of said Section 17 to bear North 89°59'12" West with all other bearings contained herein relative thereto;
thence South 78°27'00" West 160.20 feet to the TRUE POINT OF BEGINNING;
thence South 31°52'00" West 216.00 feet;
thence North 71°00'00" West 125.00 feet;
thence North 31°25'00" East 260.89 feet;
thence South 50°18'00" East 125.08 feet to the TRUE POINT OF BEGINNING AND EXCEPT the following tract of land reserved for road purposes, said tract being more particularly described as follows: Commencing at the Southeast corner of the NE1/4 SE1/4 of said Section 17;
thence South 44°52'00" West 81.50 feet to the TRUE POINT OF BEGINNING;
thence South 44°52'00" West 119.44 feet;
thence North 50°18'00" West 71.83 feet;
thence North 31°52'00" East 40.38 feet;
thence South 50°18'00" East 40.79 feet;
thence North 44°52'00" East 79.45 feet;
thence South 50°03'15" East 40.15 feet to the TRUE POINT OF BEGINNING.

AND

A parcel of land located in a part of the SE1/4 SW1/4 of Section 17, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the S1/4 Corner of said Section 17;
thence South 89°53'15" West along the south line of the SE1/4 SW1/4 of said Section 17 a distance of 508.22 feet;
thence South 14°23'00" West 6.86 feet;
thence South 29°21'00" West 200.00 feet;
thence North 68°41'19" West 665.88 feet to the TRUE POINT OF BEGINNING;
thence continuing North 68°41'19" West 0.09 feet;
thence North 10°27'59" East 520.00 feet;
thence South 78°59'01" East 472.50 feet;
thence South 59°19'14" West 635.25 feet;

thence South 33°19'43" West 176.51 feet to the TRUE POINT OF BEGINNING containing 2.344 acres.

AND

A tract of land located in a part of the SE1/4 SW1/4 of Section 17, T1S, R1W of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the S1/4 Corner of said Section 17;
thence South 89°53'15" West along the south line of the SE1/4 SW1/4 of said Section 17 a distance of 502.22 feet;

thence South 14°23'00" West 6.86 feet;
thence South 29°21'00" West 200.00 feet;
thence North 68°41'19" West 665.97 feet;
thence North 10°27'59" East 1030.00 feet to the TRUE POINT OF BEGINNING;
thence continuing North 10°27'59" East 247.17 feet to a point on the north line of the SE1/4 SW1/4 of said Section 17;
thence South 89°42'57" East along said north line of the SE1/4 SW1/4 of Section 17 a distance of 374.50 feet;
thence South 00°23'00" West 9.15 feet;
thence South 79°28'00" East 147.50 feet;
thence South 00°20'00" East 140.00 feet;
thence South 66°03'00" East 300.60 feet;
thence South 16°12'00" East 22.60 feet;
thence along the arc of a curve to the right whose radius is 104.12 feet and whose long chord bears South 04°58'00" West 75.19 feet;
thence South 26°08'00" West 3.90 feet;
thence along the arc of a curve to the right whose radius is 395.84 feet and whose long chord bears South 35°56'27" West 134.85 feet;
thence North 70°40'01" West 804.16 feet to the TRUE POINT OF BEGINNING, containing 5.699 acres.

111-122M

DISTRICT COURT, MESA COUNTY, COLORADO

Case No. 26330

ORDER DISSOLVING RIDGES METROPOLITAN DISTRICT

IN RE THE ORGANIZATION OF:

THE RIDGES METROPOLITAN DISTRICT,

MESA COUNTY, COLORADO

Based upon the evidence presented to the Court at the January 14 and 27, 1992, hearings in this matter, the election documents filed herein on March 5, 1992, the Motion for Entry of Order Dissolving District, and the other matters contained in the Court's file, and the Court being fully advised in the premises, the Court finds, determines, and orders as follows:

A. The Findings set forth in the Order for Election dated January 27, 1992, are affirmed and incorporated herein by reference.

B. An election was held in the Ridges Metropolitan District (the "District") on February 25, 1992, on the following question:

"Shall the Ridges Metropolitan District be dissolved and shall the lands within the District be annexed to the City of Grand Junction in accordance with the Plan and Agreement, as amended, between the City of Grand Junction and Ridges Metropolitan District?"

The election was held pursuant to and in accordance with the Order for Election dated January 27, 1992, and complied with all applicable statutes. At the election, there were 338 votes in favor of the question set forth above, and 19 votes against the question. Thus, the Court finds that a majority of the electors of the District voting at the election approved the question of dissolution of the District.

C. The City of Grand Junction (the "City") adopted Ordinance No. 2569, annexing the lands within the District, on April 15, 1992. The effective date of this Ordinance was May 17, 1992. Thus, the "annexation date", as used in the Plan and Agreement between the City and the District, is July 17, 1992, provided that no action for judicial review of the Ordinance is filed prior to that date.

D. The Colorado Water Conservation Board ("CWCB") and the District have agreed to a Contract Modification, discharging the District's obligations under the May 1, 1984, Agreement between CWCB and the District. Such Contract Modification is in accordance with the Plan and Agreement, as amended, and specifically, the First Amendment to the Plan and Agreement.

E. Pursuant to Paragraph 3.C.2.b. of the Plan and Agreement, the new debt of the District is scheduled to be issued on July 17, 1992.

ORDER

Based upon the above findings, the Court hereby orders as follows:

1. This Order is made pursuant to §32-1-707, C.R.S. As used in this Order, "District" means the Ridges Metropolitan District; "City" means the City of Grand Junction, Colorado; and "Plan and Agreement" means the Plan and Agreement between the District and the City, attached as Exhibit D to the Petition for Dissolution filed herein, as amended by the First and Second Amendments thereto.

2. Effective July 17, 1992, the District is dissolved for all purposes except those purposes reserved in the Plan and Agreement; provided, however, that the dissolution shall not apply to nor affect the District's ability or authority to issue its General Obligation Refunding Bonds, Series 1992, in the approximate principal amount of \$2,565,000.

3. Findings Nos. 6 and 7 of the Order for Election dated January 27, 1992, are specifically incorporated into this Order by reference, in accordance with §32-1-707(1)(b), C.R.S. The District and the City shall fully and timely perform their respective obligations under the financial provisions and service provisions of the Plan and Agreement; provided, however, that the Court determines that, because of the Court supervision of this dissolution proceeding, it is not necessary for the District to make any budgetary transfers, and that the District's cash shall be applied on the annexation date in the manner provided in Paragraphs 3.E.1.a., b., and c. of the Plan and Agreement. The Plan and Agreement is incorporated into this Order by reference in its entirety.

4. The current Board of Directors of the District shall continue in office and shall manage the affairs of the District through and including July 17, 1992, after which time the terms of office of all of the current Board members shall expire. Such

directors shall not be subject to election as provided in Part 8 of Article 1, Title 32, C.R.S., and any vacancies occurring on the Board prior to July 17, 1992, shall be filled by appointment by the Court.

5. After July 17, 1992, the City Council of the City shall serve as the Board of Directors of the District, to perform the duties of the Board of Directors of the District and of the District, as set forth in this Order and in the Plan and Agreement.

6. After July 17, 1992, the City Council of the City, serving as the Board of Directors of the District, shall be responsible for setting rates, tolls, fees, or charges and certifying to the Board of County Commissioners of Mesa County the amount of revenue to be raised by the annual mill levy of the District necessary for payment of the District's financial obligations and outstanding bonds.

7. After July 17, 1992, the City shall be responsible for fixing the rates, tolls, fees, or charges needed to finance the services being provided pursuant to the Plan and Agreement.

8. The jurisdiction of this Court over the dissolution of the District shall continue for the purpose of considering any future modifications of the Plan and Agreement or other questions concerned with the performance of the Plan or Agreement. Such retained jurisdiction includes jurisdiction to modify or withdraw this Order if the annexation date of July 17, 1992, is postponed or cancelled by reason of the timely filing of an action for judicial review of Ordinance No. 2569.

9. The Clerk of the Court is directed to file a certified copy of this Order with the Mesa County Clerk and Recorder and with the Division of Local Government in the Department of Local Affairs, State of Colorado. The costs of such filing shall be paid with remaining funds of the District.

Dated this 14 day of July, 1992.

BY THE COURT

NICHOLAS R. BARBERO
District Court Judge

Case No. 92-00000-0000
JUL 16 1992
7-16-92
JERRY L. [unclear]
Jerry L. [unclear]