

SAC94ANX

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	SACCOMANNO GIRLS TRUST
SUBJECT/PROJECT:	FOR THE ANNEXATION INTO THE CITY OF GRAND JUNCTION
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1994
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

SACCOMANNO GIRLS TRUST
ANNEXATION AGREEMENT

1693396 03:37 PM 08/26/94
MONIKA TODD CLK&REC MESA COUNTY CO

THIS AGREEMENT is made and entered into this 19th day of August, 1994, by and between Saccomanno Girls Trust, 860 26 $\frac{1}{2}$ Road, Grand Junction, CO, 81506 ("Developer"), and the City of Grand Junction, a municipal corporation, State of Colorado, 250 N. 5th Street, Grand Junction, CO 81501, 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 below (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 or parties in order to effectuate this agreement, Developer agrees to do so.

The legal description of the Property is:

The following described real property situate in the West Half of Section 26, Township 1 North Range 1 West of the Ute Meridian, County of Mesa, State of Colorado:

The South Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$), and the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$), EXCEPTING THEREFROM the North 40 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), AND ALSO EXCEPT the East 30 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), AND ALSO EXCEPT the East 30 feet of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), AND ALSO EXCEPT the East 40 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), AND ALSO EXCEPT the following described real property: Beginning at a point which bears N 89°52' W a distance of 188 feet from the Northeast Corner of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of said Section 26, thence N 89°52' W a distance of 1043.6 feet, thence South a distance of 248.7 feet, thence S 89°52' E a distance of 1043.6 feet, thence North a distance of 248.7 feet to the Point of Beginning.

City has agreed to consider annexing the Property into the City. The timing of the City's actions to annex the Property is solely as determined by the City. If the City determines to annex all or a portion of the Property, the City may do so in

conjunction with other properties in the area in order that the City may maximize the extent of territory annexed. The property described herein may be annexed to the City of Grand Junction in part or parts, at any time. Consent is hereby given to annex portions of tracts and parcels even if the annexation has the effect of dividing tracts or parcels into separate parts or parcels.

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 any 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, at the election of the City, this Agreement and all provisions contained herein shall be null and void and of no further effect. 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 any 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), Developer shall cooperate, if requested by the City, 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

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.

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

14. Notice pursuant to this agreement shall be given by certified mail to the address listed above 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

Attest:

SACCOMANNO GIRLS TRUST
860 26½ Road
Grand Junction, CO
81506

By: Carol Ann Murphy
Carol Ann Murphy

Lenna Marie Watson
Lenna Marie Watson

Linda Marie Siedow
Linda Marie Siedow