

TCM95CMS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: MESA COUNTY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: COUNTRY MEADOWS  
SUBDIVISION DEVELOPMENT PLAN OF CHAPARRAL WEST INCORPORATED  
LOCATED IN BOOK 2151 AT PAGE 785 OF THE MESA COUNTY REAL ESTATE  
RECORDS ANNEXATION AGREEMENT

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

## AGREEMENT

1743886 0202PM 01/26/96  
NONIKA TODD CLK&REC MESA COUNTY CO

THIS AGREEMENT is made as of November 21, 1995, by THE CITY OF GRAND JUNCTION, COLORADO (the "City"), a Colorado municipal corporation, and THE COUNTY OF MESA (the "County"), a political subdivision of the State of Colorado.

FOR VALUABLE CONSIDERATION RECEIVED, the City and the County agree:

1. Chaparral West, Inc. (the "Developer") has submitted an application to the County for approval of a subdivision (the "Development") under the name Country Meadows Subdivision. An Official Development Plan of the Development has been approved by the County and is recorded in Book 2151 at Page 785 of the Mesa County real estate records. Filing One of the Development has received final approval by the County, but the Final Plat has not yet been recorded for the reasons stated below. The Developer and the City wish to annex the Development into the City.

2. Prior to recording of the Final Plat of Filing One of the Development it was discovered that the Development lays partially in the Persigo 201 sewer service area and partially in the Fruita 201 sewer service area. Issuance of building permits for the Development as proposed by the Official Development Plan and the Final Plat of Filing One, whether or not it is annexed into the City, requires that the Development be provided with sewer service.

3. It is impractical or impossible for Fruita to provide sewer service to that portion of the Development in the Fruita 201 area. The Persigo Sewer System is capable of providing sewer service to the Development. The County and City are willing for the Persigo Sewer System to provide that service to the entire Development, subject to the terms of this Agreement.

4. The City and the County agree that the Persigo Sewer System is capable of serving and should serve all of the Development at this time. Provision of sewer service by the Persigo Sewer System to the portion of the Development not presently in the Persigo 201 Area is conditioned upon consent of the City of Fruita, which may be in the form of a letter from the Fruita City Manager, a resolution or ordinance of the Fruita City Council or other evidence of consent satisfactory to the City and County.

5. The City and the County agree that, at an appropriate future time as agreed by them, they will cooperate to take all actions reasonably required to be taken by each or both of them to allow amendment of the boundaries of the Persigo 201 area to include all of the Development. The parties acknowledge that

actions and approvals of other entities beyond the control of the City and the County may be required to complete the process to amend the Persigo 201 boundary.

BOOK 2202 PAGE 969

6. The City and the County agree that:
  - A. the provisions of this Agreement,
  - B. the issue of providing sewer service to the Development, and
  - C. with respect to the Development only, and as between the City and the County, which of them has the right to recommend amendment of the Persigo 201,

shall be excluded from, and shall not be an issue in, the pending lawsuit between them identified as Case No. 94CV233, Division A, District Court, Mesa County, Colorado.

MESA COUNTY BOARD OF COUNTY  
COMMISSIONERS

Attest:

Monica Todd  
Monica Todd, County Clerk

By: Doralyn Genova  
Doralyn Genova, Chair

CITY OF GRAND JUNCTION, COLORADO

By: Mark K. Achen  
Mark K. Achen, City Manager