

HDC98PNY

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: HOWARD CARPENTER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: UTILITY
CONNECTION AND ANNEXATION AGREEMENT AND DECLARATION OF COVENANTS
PARCEL NO. 2943-071-15-001 2868 1/2 PINYON AVENUE NO. B, LOT 1
KENNEY SUBDIVISION SECTION 7

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Street Address: 2868 PINYON AVE
GRAND Sect. CO.

~~B~~ (2868 1/2)

BOOK 2457 PAGE 644

Parcel # 2943-091-15-001

1852762 06/26/98 0402PM
MONIKA TODD CLARKE MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00

**UTILITY CONNECTION AND ANNEXATION AGREEMENT
AND DECLARATION OF COVENANTS**

This Utility Connection and Annexation Agreement and Declaration of Covenants is made between HOWARD CARPENTER, of the County of Mesa, State of Colorado, herein called 'declarant' or 'owner,' and the CITY OF GRAND JUNCTION, COLORADO, in Mesa County, State of Colorado, herein called 'City.'

WITNESSETH:

1. Owner hereby covenants that (s)he is the Owner in fee of the following described real property located in Mesa County, Colorado: [attach the legal as Exhibit "A"]
2. In consideration for and as a condition precedent to being allowed to connect to the Persigo Regional Sewer System and to receive sewer service for the above described property, said Owner hereby covenants, agrees and declares that the following terms, covenants, conditions, restrictions, and obligations shall be deemed to run with the land described in paragraph 1 above, and shall be binding and accrue to the Declarant, Declarant's heirs, successors and assigns and any person acquiring or holding an interest in said property, their grantees, successors, heirs, executors, administrators or assigns, for the benefit of the City and said property.
 - a. Sewer service from the City of Grand Junction or the Persigo Regional Sewer System shall be subject to all terms and conditions as provided by the ordinances and regulations of the City as such may exist from time to time.
 - b. The owner and applicant agree to annex (and to execute a petition for annexation of the property served) to the City upon request at any time that such property is eligible for annexation. Further, each such owner and/or applicant agrees to forthwith execute and deliver to the City subsequent petition(s) for annexation at any time upon request of the City. This agreement shall be binding upon and shall run with the land for which service is provided.
 - c. As a condition precedent to the supplying of such sewer services, the undersigned consumer who is the owner in fee of the real property so supplied as described above, hereby agrees and covenants to apply for and consent to the annexation of the area described above to the City of Grand Junction at such date as the area described above or any portion thereof becomes eligible for annexation, as determined solely by the City. The undersigned hereby irrevocably appoints the Grand Junction City Clerk as his lawful attorney-in-fact for the purpose of executing a petition for annexation or petition for

EXHIBIT A
ANNEXATION PETITION

Legal Description of the territory to be annexed.

LOT 1 KENNEY SUB SEC 7 1S 1E

RELEASE OF ANNEXATION AGREEMENT

1997156 05/21/01 0130PM
MONIKA TODD CLR® MESA COUNTY CO
REC FEE \$20.00

RECITALS:

The City of Grand Junction, by and through its Director of Community Development, does hereby release and terminate that certain Utility Connection and Annexation Agreement recorded at Book 2457, Pages 644, 645 and 646, ("Agreement") a copy of which is attached hereto. The Agreement is being released because the legal description referred to in the Agreement is in error. The common address, legal description and tax parcel information refer to another parcel of land, which is not the subject of the Agreement.

THEREFORE, the Agreement is hereby released and deemed void and of no effect.

DONE this 7th day of May 2001.

CITY OF GRAND JUNCTION

Katherine Portner
Katherine Portner, Acting Director
Community Development Department

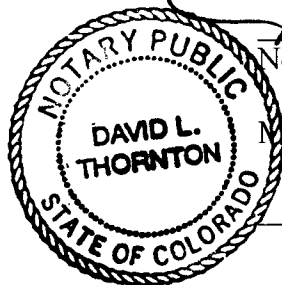
STATE OF COLORADO)

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 7th day of May 2001 by Katherine Portner

Witness my hand and official seal:

David L. Thornton
Notary Public
My Commission expires: 8/15/04



48312

Street Address: 2868 PINYON AVE #B (2868 1/2)
GRAND Sect. CO.

BOOK 2457 PAGE 644

Parcel # 2943-091-15-001

1852762 06/26/98 0402PM
MONIKA TODD CLERK REC MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00

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AND DECLARATION OF COVENANTS**

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WITNESSETH:

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