

MNH98275

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: MELVIN HEINECKE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: UTILITY
CONNECTION AND ANNEXATION AGREEMENT AND DECLARATION OF COVENANTS
PARCEL NO. 2945-242-01-052 355 27 1/2 ROAD, LOT 4 AND 5, BLOCK 2
PLEASANT VIEW SUBDIVISION

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Street Address: 355 27 1/2 Rd

BOOK 2457 PAGE 647

Parcel # 2945-242-01-052

1952763 06/26/98 0402PM
MONIKA TODD CLKAREC 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 MELVIN HEINECKE, 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 City Water System and to receive water 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. Water service from the City of Grand Junction or the City Water 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 water 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

annexation election with respect to the property described above. The undersigned further agrees to fully cooperate in annexation efforts and to sign no annexation petition or petition for annexation election which has the effect or is intended to hinder any annexation and to take no actions to hinder, delay, or avoid annexation of the property described above. The City shall be entitled to recover all costs, including reasonable attorney's fees, which it incurs in enforcing this annexation agreement on account of any breach of this agreement by the undersigned, his or her heirs, successors, or assigns,

IN WITNESS THEREOF, Owner has executed this Agreement as of the date above first written.

X Melvin C. Heinicke

X Juanita L. Heinicke

Signature of Declarant/Owner

X Melvin C. Heinicke

Juanita L. Heinicke
(Print Name)

5-28-98
Date of Signature

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing was acknowledged before me this 28 day of May, 1998 by Melvin C. Heinicke / Juanita Heinicke.

Witness my hand and official seal.

My commission expires: 4/12/2000

Lera Davis Abing
Notary

614 N. 18th Street
Address Grand Junction, CO 81501



By _____

TREASURER'S CERTIFICATE OF TAXES DUE

Date: 03/09/98

Certificate No: 68656

STATE OF COLORADO
COUNTY OF MESA

I, the undersigned do hereby certify that the entire amount of taxes and assessments due upon the real estate or personal property described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein:

Title Co	: WESTERN COLORADO TITLE	Order #:	98-03-044V
Seller	: SKINNER	Buyer	: HEINECKE
Lender	:	Ordered:	: KH
Tax Year	: 1997		
Schedule #:	2945-242-01-052		

Description:
LOT 4 + 5 BLK 2 PLEASANT VIEW SUB SEC 24 1S 1W

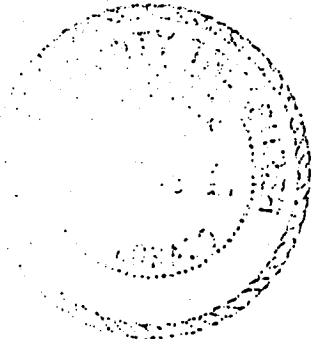
Base Tax Amounts Paid:		
97 REAL	\$	62.41

Total Due	\$	0.00
-----------	----	------

BEFORE PAYING TOTAL DUE, PLEASE CALL FOR UPDATED FIGURES
IF PENALTY IS DUE OR IF THERE ARE OUTSTANDING TAX SALES

--- Continued ---

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION





City of Grand Junction
Administrative Services
250 North 5th Street
Grand Junction, CO 81501-2668
FAX: 970-244-1599

October 4, 1999

BOOK 2753 PAGE 292
1966074 09/22/00 0300PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$20.00

To Whom It May Concern:

It has come to my attention that the Utility Connection and Annexation Agreement and Declaration of Covenants ("Agreement"), Book 2457 Page 647,648, and 649 is incorrect.

This agreement references Tax Parcel # 2945-242-01-052 as 355 27 1/2 Road, and in the legal description is described as lot 4 and 5 Block 2 of Pleasant View Subdivision Section 24 1S 1W. This agreement was in fact executed by Melvin Heinecke owner of Tax Parcel # 2945-242-01-067 as 355 27 1/2 Road or lot 4 of Block 2 of Pleasant View Subdivision Section 24 1S 1W. Mr. Heinecke did not have ownership authority to execute the agreement for lot 5 of Block 2 of Pleasant View Subdivision Section 24 1S 1W. This parcel is identified as Tax Parcel # 2945-242-01-068 or 353 27 1/2 Road and is currently owned by Mr. Sam Skinner.


Please accept this letter, which will be recorded with the Mesa County Clerk and Recorders Office, as an amendment to the afore mentioned agreement, and **release of the agreement** for lot 5 of Block 2 of Pleasant View Subdivision Section 24 1S 1W or 353 27 1/2 Road (Tax Parcel # 2945-242-01-068).

Sincerely,

Jodi Romero
Manager
Customer Service Division
(970) 244-1520

RECORDER NOTE: FOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

Customer Service, Community Pride

 Printed on recycled paper

3 PAGE DOCUMENT

Street Address: 355 27 1/2 Rd

BOOK 2457 PAGE 647

Parcel # 2945-242-01-052

1352763 06/26/98 0402PM
Mesa Title Clearing: MESA COUNTY CO
Fee: \$15.00 Sinking \$1.00

UTILITY CONNECTION AND ANNEXATION AGREEMENT
AND DECLARATION OF COVENANTS

This Utility Connection and Annexation Agreement and Declaration of Covenants is made between MELVIN HEINECKE 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 City Water System and to receive water 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. Water service from the City of Grand Junction or the City Water 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 water 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

annexation election with respect to the property described above. The undersigned further agrees to fully cooperate in annexation efforts and to sign no annexation petition or petition for annexation election which has the effect or is intended to hinder any annexation and to take no actions to hinder, delay, or avoid annexation of the property described above. The City shall be entitled to recover all costs, including reasonable attorney's fees, which it incurs in enforcing this annexation agreement on account of any breach of this agreement by the undersigned, his or her heirs, successors, or assigns.

IN WITNESS THEREOF, Owner has executed this Agreement of the date above first written.

X *Melvin C. Heinicke*
 X *Juanita L. Heinicke*
 Signature of Declarant/Owner
 X *Melvin C. Heinicke*
 X *Juanita L. Heinicke*
 (Print Name)

5-28-93
 Date of Signature

STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

The foregoing was acknowledged before me this 28 day of May, 1998 by Melvin C. Heinicke / Juanita L. Heinicke.

Witness my hand and official seal.



My commission expires 9/12/2000

Juan Davis Abing
 Notary
 614 N. 18th Street
 Address Grand Junction, CO 81501

APPROVED by the City of Grand Junction

By

TREASURER'S CERTIFICATE OF TAXES DUE

Date: 03/09/98

Certificate No: 60656

STATE OF COLORADO
COUNTY OF MESA

I, the undersigned do hereby certify that the entire amount of taxes and assessments due upon the real estate or personal property described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein:

Title Co : WESTERN COLORADO TITLE Order #: 98-03-044V
Seller : SKINNER Buyer : HEINECKE
Lender :
Tax Year : 1997 Ordered: KH
Schedule #: 2945-242-01-052

Description:

LOT 4 + 5 BLK 2 PLEASANT VIEW SUB SEC 24 1S 1W

Base Tax Amounts Paid:

97 REAL \$ 62.41

Total Due \$ 0.00

BEFORE PAYING TOTAL DUE, PLEASE CALL FOR UPDATED FIGURES
IF PENALTY IS DUE OR IF THERE ARE OUTSTANDING TAX SALES

--- Continued ---

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

