

RMW97RED

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: RILLA MAE WORLEY AND HARRY
THOMAS ETHINGTON

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 396 REDLAND, PARCEL
NO. 2945-222-02-018, ROSEVALE EXTENSION

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Street Address: 396 Leddham Lane

BOOK 2415 PAGE 378

Parcel # 2945-222-02-018

1836425 03/12/98 0213PM
MONIKA TODD CLK&REC 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 Rilla Mae Worley & Harry Thomas Ethington, 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

ROSEVALI EXTENSION

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.

R. Williams Worley
Harry Thomas Ethington
Signature of Declarant(s)/Owner (s)
RILY A MAE WORLEY
Harry Thomas Ethington
(Print Name (s))

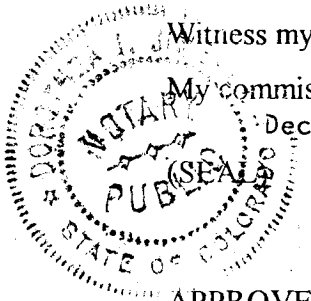
April 29, 1997
Date of Signature (s)

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing was acknowledged before me this 29th day of April, 1997, by

Witness my hand and official seal.

My commission expires:
December 14, 1999



Dorothy L. Jimenez
Notary
393 Weeping Willow Street
Address Grand Junction, CO 81504

APPROVED by the City of Grand Junction

By *Chuck Snow*

Legal Description of the territory to be annexed.

S 26FT OF LOT 3 ALL LOT 4 + W 25FT OF LOT 6 SOUTH REDLANDS SUB SEC 22 1S
1W



RMG97DDR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: REMIJIO M. GALVAN JR.

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 2541 DAVIS DRIVE,
PARCEL NO. 2945-000-00-018, ROSEVALE EXTENSION

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Street Address: 2527 S Broadway
Grand Junction, CO 81501

Parcel # 2945-153-00-043

1836428 03/12/98 0213PM
MONIKA TODD CLK&REC MESA COUNTY CO
REG 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 TNBT by Vendor by Lew Hoan, 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

ROSEVALE EXTENSION

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.

JMBT Verified for G.W. Hoover
Signature of Declarant(s)/Owner (s)

JMBT Verified by G.W. Hoover
(Print Name (s)) G.W. HOOPER

6/20/97
Date of Signature (s)

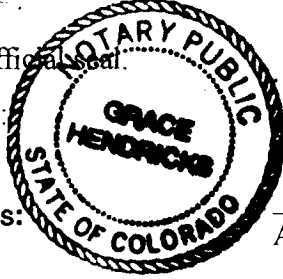
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing was acknowledged before me this 20th day of June, 1997, by G.W. Hoover.

Witness my hand and official seal.

My commission expires:

(SEAL) My Commission expires:
April 21, 2001



Grace Hendricks
Notary

250 N. 5th
Address GT CO 81501

APPROVED by the City of Grand Junction

By [Signature]

IMPROVEMENT LOCATION CERTIFICATE

2527 SOUTH BROADWAY

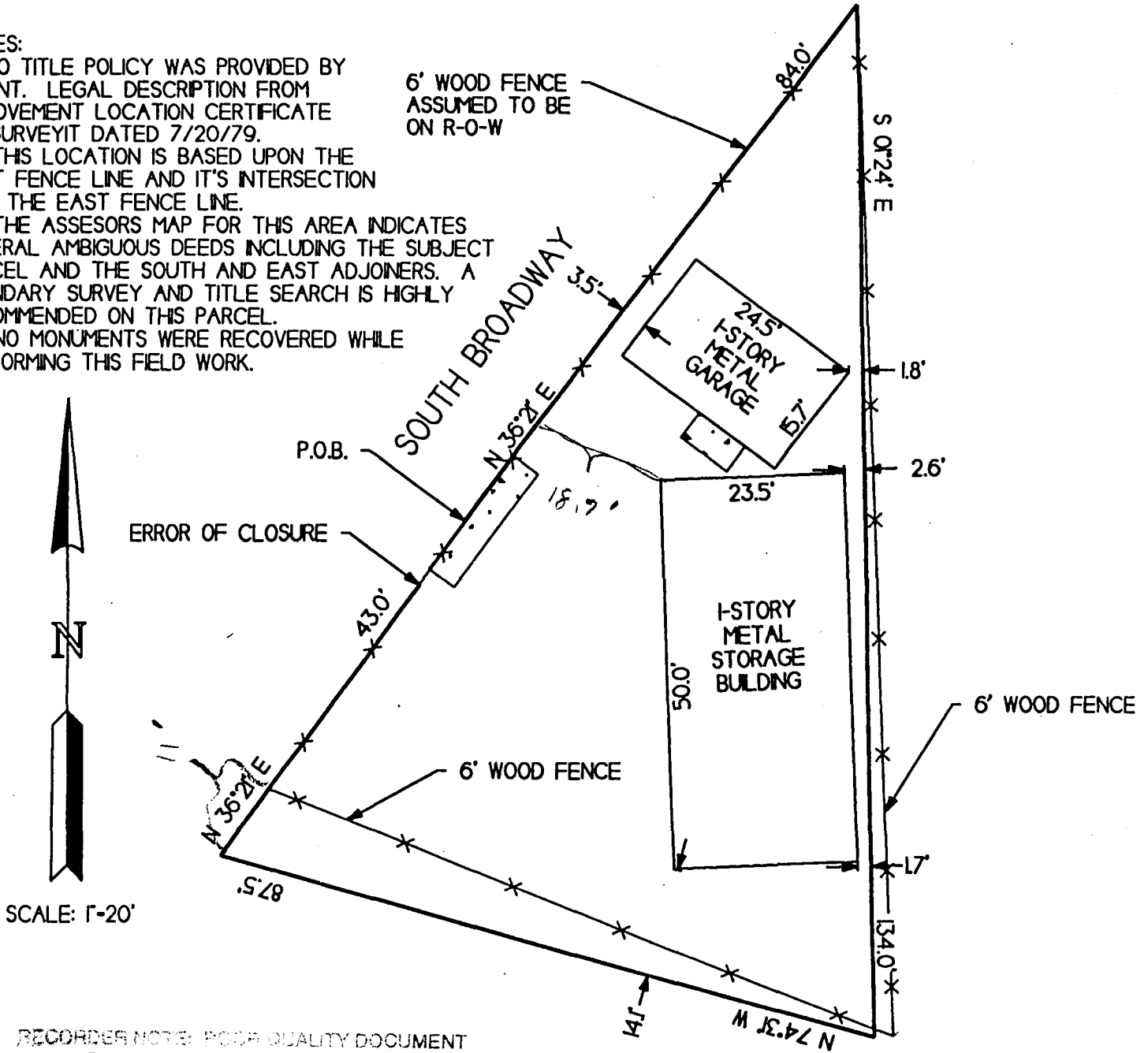
BOOK 2415 PAGE 389

LEGAL DESCRIPTION - AS PROVIDED BY CLIENT

Commencing at the SW cor of Sec. 15, T. 1 S., R. 1 W., of the Ute Meridian, Thence: N 76°04' E 940.0'. Thence N 37°31' E 674.2' to the intersection of SE line of County Road and East line of SW 1/4, SW 1/4, of said Sec. 15, which is the True Point of Beginning. Thence N 36°21' E 84.0'. Thence: S 01°24' E 134.0'. Thence N 74°31' W 87.5' to the county road R.O.W.. Thence: N 36°21' E along the Southeasterly R.O.W. of county road 43.0' to the True Point of Beginning.

NOTES:

- 1) NO TITLE POLICY WAS PROVIDED BY CLIENT. LEGAL DESCRIPTION FROM IMPROVEMENT LOCATION CERTIFICATE BY SURVEYIT DATED 7/20/79.
- 2) THIS LOCATION IS BASED UPON THE WEST FENCE LINE AND IT'S INTERSECTION WITH THE EAST FENCE LINE.
- 3) THE ASSESSORS MAP FOR THIS AREA INDICATES SEVERAL AMBIGUOUS DEEDS INCLUDING THE SUBJECT PARCEL AND THE SOUTH AND EAST ADJOINERS. A BOUNDARY SURVEY AND TITLE SEARCH IS HIGHLY RECOMMENDED ON THIS PARCEL.
- 4) NO MONUMENTS WERE RECOVERED WHILE PERFORMING THIS FIELD WORK.



RECORDER NOTE: POOR QUALITY DOCUMENT
 PROVIDED FOR REPRODUCTION

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR BILL HOOVER, THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELED OPON FOR THE ESTABLISHMENT OF FENCE, BUILDING OR OTHER FUTURE IMPROVEMENT LINES. I FURTHER CERTIFY THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, 8-28-95 EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED.