TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: ROBERT L. SMITH, ALMA M. ASHLEY, WANDA M. CROWLEY AND MARY L. ROBINSON

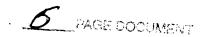
STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 702 - 25 1/2 ROAD, PARCEL NO. 2701-344-00-071 (SMITH/ASHLEY, CROWLEY/ROBINSON ANNEXATION)

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1996

EXPIRATION DATE:

DESTRUCTION DATE:



Street Address: \$ 702 25 \$ RD

GRAND SUNCTION COLO \$1501

1781881 0240PN 12/16/96 HONIKA TODD CLK&REC MESA COUNTY CO

Parcel # 2701-344-00-07/

## UTILITY CONNECTION AND ANNEXATION AGREEMENT AND DECLARATION OF COVENANTS

This Utility Conne	ection and Annex	cation Agreement	and Declaration o	f Covenants is made A.	Mier C.
between	Robert L.	Smith ALua)	4. ASHLEY WANDA	f Covenants is made An M. Grans, of the	ROBINSON
County of Mesa, State of Colorado, herein called 'declarant' or 'owner,' and the CITY OF					
GRAND JUNCT	ION, COLORAI	OO, in Mesa Cour	nty, State of Colors	ado, 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

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.

APPROVED by the City of Grand Junction

By Espere Jandisch

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IN WITNESS THEREOF, Owner has executed this Agreement as of the date above first written. ALMA M. ASHLEY (Print Name (s)) NOVEMBER 18, 1996 Date of Signature (s) STATE OF COLORADO ) ss. COUNTY OF MESA The foregoing was acknowledged before me this 18 day of NOVEMBER 1996, by ALMA M. ASHLEY Witness my hand and official seal. My commission expires: 5/23/2006 STATE YES 19930 Bethany Beach, DE P.O. BOX 883, Address BETSEY A. PARRETT Notary Public, Delaware

City of grand Jell

Commission Expires May 23, 2000

ED by the City of Grand Junction

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

WANDA M . CROWLEY (Print Name (s)) NOVEMBER 18, 1996 Date of Signature (s) STATE OF COLORADO ) šš. COUNTY OF MESA The foregoing was acknowledged before me this 18 day of NOVEMBER 1996, by WANDA M. CROWLEY Witness my hand and official seal. initission expires: 5/23/2000 19930 BETHANY BEACH, DE P.O. BOX Address BETSEY A. PARRETT Notary Public, Delaware

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

Signature of Declarant(s)/Owner (s)

MARY L. Robinson:

(Print Name (s))

November 18, 1996

Date of Signature (s)

STATE OF COLORADO

) ss.

COUNTY OF MESA

The foregoing was acknowledged before me this 18th day of November, 1996, by

MARY L. ROBINSON

Witness my hand and official seal.

My commission expires:

CAROL J CALLOWAY

Populary Public State of Nevada Appointment Recorded in Washoe County

No: 92-0695-2 Expires February 2, 2000

Notary Notary

Weaker County State of never

APPROVED by the City of Grand Junction

y <u>Joz</u>

1 Sor

## EXHIBIT A ANNEXATION PETITION

Legal Description of the territory to be annexed.

(TO BE ATTACHED)

BEG S4 COR SEC 34 IN 1W N 380.9FT E 551.9FT S 1DEG51MIN W 119.87FT W 345FT S 152.35FT S 16DEG54MIN W 113.65FT W 170FT TO BEG EXC W 25FT FOR FD AS DESC IN 8-9 P-54 MESA CO RECORDS

