

WEL97RRD

TYPE OF RECORD: PERMENENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: CLEONA WELLS

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 366 ROSEVALE ROAD

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1997

EXPIRATION DATE: PERMANENT

DESTRUCTION DATE: NONE

Street Address: 366 Lesevale Rd
Grand Junction CO 81503

1788182 1152AM 02/13/97
MONIKA TODD CLK&REC MESA COUNTY CO

Parcel # 2945-221-00-094

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

This Utility Connection and Annexation Agreement and Declaration of Covenants is made between Reena Wells, 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

Rosanna S. [Signature]

EXHIBIT A

Legal Description of the territory to be annexed.

All attached

THIS DEED, Made this 28th day of July, 1970,
between

1358603

1358603 SSC NO FEE 11:30 AM
APR 11, 1984 E. SAWYER, CLK & REC MESA CITY, CO

HELEN FORGEY and J. WESLEY LAND,
of the

County of Mesa and State of Colorado, of the first part, and
WILLIAM N. WELLS, AND CLEONA WELLS
366 Rosevale Road, Grand Junction
of the County of Mesa and State of

Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
TEN DOLLARS and other good and valuable considerations ~~DOLLARS~~
to the said parties of the first part in hand paid by said party of the second part, the receipt whereof is
hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do
grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns for-
ever, all the following described lot or parcel of land, situate, lying and being in the
County of Mesa and State of Colorado, to wit:

Beginning at a point 200 feet North of the Southwest
Corner of Lot 13, Rosevale Subdivision, Section 22,
Township 1 South, Range 1 West of the Ute Meridian,
thence North 40 feet, more or less, thence East 232
feet, thence South 40 feet, more or less, thence
West 232 feet to the point of beginning;

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all
the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law
or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the
said party of the second part, his heirs and assigns forever. And the said parties of the first part,
for themselves, their heirs, executors, and administrators, do covenant, grant, bargain, and agree to and
with the said party of the second part, his heirs and assigns, that at the time of the ensembling and delivery
of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and
indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority
to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear
from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or
nature soever; EXCEPT for taxes of 1970, payable in 1971,

and the above bargained premises in the quiet and peaceable possession of the said party of the second part,
his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole
or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands
and seals the day and year first above written.

Helen Forgey (SEAL)
Helen Forgey

ad copy