

**PROJECT NARRATIVE- WILSON RANCH
ZONE OF ANNEXATION**

The Wilson Ranch Annexation is proposed for zoning to PR (Planned Residential) and RSF-R (Residential Single Family Rural) in conformance with the existing uses and previous county approvals.

The Wilson Ranch Subdivision is proposed for zoning to PR with a maximum density of 4.4 units per acre. The plan associated with this zone will be as per the approval by Mesa County including all requirements for public improvements.

The LDS Church property and the Nesbitt property are proposed for RSF-R zoning. These are large parcels, consistent with RSF-R densities and uses. Both properties were zoned AFT (agricultural, forestry, transitional) under county zoning. RSF-R is the closest city zone equivalent to AFT and provides for uses most commonly found in the AFT zone.

ANNEXATION CHECKLIST

WILSON RANCH

ANNEXATION NAME

Date Completed

- _____ Establish development file for proposed annexation. Copies of petitions, legal descriptions, notices, location maps, etc. should be kept in the file.
- _____ Calculate areas and # parcels annexable. Petitions must have signatures from owners of more than 50 % of the land AND more than 50 % of the owners of property.
- _____ Get legal descriptions & ownerships of all properties to be included in annexation.
- _____ Prepare and proof outer perimeter legal description of entire area of proposed annexation.
- _____ Prepare and proof signature pages for petition.
- _____ Obtain applicable signatures (P.O.A.'s signed by city clerk.)
- _____ Complete certification page with notary.
- 2/19/92 Original and 4 copies of petition delivered to city clerk. Include note with approx. acres and common location.
- _____ Copy of perimeter description to public works drafting section. (within 24 hrs. of delivering petition to city clerk)
- _____ Set up date, time, place for neighborhood meeting (if needed) and mail notice to owners within annexation area. (meeting should be prior to council accepting petition if possible. Meeting should always be prior to council hearing date.
- 2/19/92 Petition accepted by council.
- _____ Send notice of council hearing date to owners in annexation area. (not more than one week after date of hearing is set)
- _____ Prepare impact statement (annexations over 10 acres) and forward to county commissioners at least 25 days prior to the hearing. Send copy of annexation plat(s) to county planning.

April 1, 1992 Council Public Hearing (hearing cannot be less than 4 weeks after accepting petition.)

April 15, 1992 Council 2nd reading (usually next scheduled council meeting after hearing)

_____ Effective Date

_____ Initiate Zone of annexation process. (within 90 days of effective date of annexation)

PETITION FOR ANNEXATION

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described property to the said City:

WILSON RANCH ANNEXATION #1

Beginning at a point lying 30.00 feet North and 24.00 feet West of the Southwest corner SE1/4 Section 34, T1N R1W; thence West 441.00 feet; thence North 370.00 feet; thence East 440.00 feet; thence North 500.00 feet; thence East 1.00 foot; thence South to the Point of Beginning.

WILSON RANCH ANNEXATION #2

Beginning at a Point 900.00 feet North and 25.00 feet West of the Southwest corner SE1/4 Section 34, T1N R1W; thence North to the North Right-of-Way line of G 3/8 Road as dedicated in Book 997, Pages 330 and 331 of the records of the Mesa County Clerk and Recorder; thence East to the West line of the SE1/4 Section 34, T1N R1W; thence South along said line to said Southwest corner SE1/4; thence West 24 feet; thence North 900 feet; thence West 1 foot to the Point of Beginning.

WILSON RANCH ANNEXATION #3

All of Wilson Ranch Subdivision as recorded in Book _____ Page _____ of the records of the Mesa County Clerk and Recorder.

and

Beginning 380.90 feet North from S1/4 corner Section 34, T1N R1W; thence North 938.95 feet; thence North 89°57'30" East 1,296.50 feet; thence South 37°29'00" West 370.07 feet; thence South 47°25'00" West 271.65 feet; thence South 73°38'00" West 174.67 feet; thence South 23°01'00" West 288.40 feet; thence South 14°48'00" West 152.52 feet; thence West 551.90 feet to Beginning and Beginning North 1,319.85 feet from S1/4 corner said Section 34 North 6.63 feet; thence North 89°20'11" East 1,296.58 feet; thence South 20.70 feet; thence South 89°57'30" West 1,296.50 feet to Beginning except Beginning 380.90 feet North from S1/4 corner said Section 34; thence North 290.43 feet; thence North 74°10'00" East 75 feet; thence N88°01'10" East 596.93 feet; thence South 23°10'00" West 200.22 feet; thence South 10°00'00" West 275.00 feet; thence South 90°00'00" West 551.00 feet to Beginning and except West 25.00 feet for road including the Right-of-Way for 25 1/2 Road as dedicated in Book 911 Page 54 of the records of the Mesa County Clerk and Recorder.

As ground therefor, the petitioners respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Section 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limits lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets, alleys and city owned lands, and they total more than fifty percent of the landowners within the territory; that the mailing address of each signer and the date of signature are set forth hereafter opposite the name of each signer, and that the legal description of the property owned by each signer of said petition is attached hereto.

WHEREFORE these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance.

East 440.00 feet of South 370.00 feet SE1/4 SE1/4 SW1/4 Section 34, T1N R1W except East 20.00 feet and also except South 30.00 feet as described in Book 1647 Page 47 of the records of the Mesa County Clerk and Recorder.

Corp. of Pres. Bishop
Church of Jesus Christ
NAME

Corp. of Pres. Bishop Church of Jesus
Christ pursuant to Power of Attorney to City
Clerk, Neva B. Lockhart, Recorded in Book
Page of the Records of the
Mesa County Clerk and Recorder.

50 E North Temple Street
Salt Lake City, UT 84150
ADDRESS

DATE

Wilson Ranch Subdivision as recorded in Book ____ Page ____ of the Records of the Mesa County Clerk and Recorder.

Thomas E. Folkestad
NAME

Thomas E. Folkestad pursuant to Power of
Attorney to City Clerk, Neva B. Lockhart,
Recorded in Book Page of the
Records of the Mesa County Clerk and
Recorder.

406 Ridges Blvd
Grand Junction, CO 81503
ADDRESS

DATE

Beginning 380.90 feet North from S1/4 corner Section 34, T1N R1W; thence North 938.95 feet; thence North 89°57'30" East 1,296.50 feet; thence South 37°29'00" West 370.07 feet; thence South 47°25'00" West 271.65 feet; thence South 73°38'00" West 174.67 feet; thence South 23°01'00" West 288.40 feet; thence South 14°48'00" West 152.52 feet; thence West 551.90 feet to Beginning and Beginning North 1,319.85 feet from S1/4 corner said Section 34 North 6.63 feet; thence North 89°20'11" East 1,296.58 feet; thence South 20.70 feet; thence South 89°57'30" West 1,296.50 feet to Beginning except Beginning 380.90 feet North from S1/4 corner said Section 34; thence North 290.43 feet; thence North 74°10'00" East 75 feet; thence N88°01'10" East 596.93 feet; thence South 23°10'00" West 200.22 feet; thence South 10°00'00" West 275.00 feet; thence South 90°00'00" West 551.00 feet to Beginning and except West 25.00 feet for road including the Right-of-Way for 25 1/2 Road as dedicated in Book 911 Page 54 of the records of the Mesa County Clerk and Recorder.

Ken Nesbitt
J.L. Nesbitt
NAME

SIGNATURE

716 25 1/2 Road
Grand Junction, CO 81505
ADDRESS

DATE

PETITION FOR ANNEXATION

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described property to the said City:

(SEE EXHIBITS 1, 2 and 3)

As ground therefor, the petitioners respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Section 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limits lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets, alleys and city owned lands, and they total more than fifty percent of the landowners within the territory; that the mailing address of each signer and the date of signature are set forth hereafter opposite the name of each signer, and that the legal description of the property owned by each signer of said petition is attached hereto.

WHEREFORE these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance.

Corp. of Pres. Bishop
Church of Jesus Christ

NAME

Neva B. Lockhart, CMC

Corp. of Pres. Bishop Church of Jesus
Christ pursuant to Power of Attorney to City
Clerk, Neva B. Lockhart, Recorded in Book
1523 Page 703 of the Records of the
Mesa County Clerk and Recorder.

50 E North Temple Street
Salt Lake City, UT 84150

ADDRESS

February 19, 1992

DATE

Thomas E. Folkestad

NAME

Neva B. Lockhart, CMC

Thomas E. Folkestad pursuant to Power of
Attorney to City Clerk, Neva B. Lockhart,
Recorded in Book 1827 Page 200 of the
Records of the Mesa County Clerk and
Recorder.

406 Ridges Blvd
Grand Junction, CO 81503

ADDRESS

February 19, 1992

DATE

Ken Nesbitt
J.L. Nesbitt

NAME

SIGNATURE

716 25 1/2 Road
Grand Junction, CO 81505

ADDRESS

DATE

*Original returned
to City Clerk
1/23/92*

WILSON RANCH #1

A TRACT OF LAND IN THE SW1/4 AND SE1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, MESA COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 34, AND CONSIDERING THE SOUTH LINE OF SAID SECTION 34 TO BEAR DUE WEST AS A BASIS OF BEARINGS; THENCE NORTH A DISTANCE OF 30.0 FEET; THENCE WEST A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING; THENCE WEST A DISTANCE OF 440.0 FEET; THENCE NORTH A DISTANCE OF 340.0 FEET; THENCE EAST A DISTANCE OF 440.0 FEET TO THE WEST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD A DISTANCE OF 290.0 FEET TO THE NORTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 34; THENCE EAST A DISTANCE OF 20.0 FEET TO THE WEST LINE OF THE SE1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE WEST LINE OF SAID SE1/4, SAID LINE BEING COMMON WITH THE WEST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD, A DISTANCE OF 270.0 FEET; THENCE EAST A DISTANCE OF 1.0 FEET; THENCE SOUTH A DISTANCE OF 900.0 FEET; THENCE WEST A DISTANCE OF 21.0 FEET TO THE POINT OF BEGINNING.

TOTAL PERIMETER	=	2722.00'
CONTIGUOUS PERIMETER	=	461.00'
AREA IN SQUARE FEET	=	163,100.00
AREA IN ACRES	=	3.74

WILSON RANCH #2

A TRACT OF LAND IN THE SE1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, MESA COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE1/4 OF SAID SECTION 34, AND CONSIDERING THE WEST LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34 TO BEAR DUE NORTH AS A BASIS OF BEARINGS; THENCE NORTH ALONG THE WEST LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34 A DISTANCE OF 30.0 FEET; THENCE EAST A DISTANCE OF 1.0 FEET TO THE POINT OF BEGINNING;

THENCE NORTH A DISTANCE OF 900.0 FEET;
THENCE WEST A DISTANCE OF 1.0 FEET TO THE WEST LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34, SAID LINE BEING COMMON WITH THE WEST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD;
THENCE ALONG THE WEST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD THE FOLLOWING TWO COURSES AND DISTANCES:

- 1) NORTH A CALCULATED DISTANCE OF 396.52 FEET TO THE NORTHWEST CORNER OF THE SW1/4 SE1/4 OF SAID SECTION 34;
- 2) N 00°06'00" E A DISTANCE OF 677.58 FEET TO THE NORTH RIGHT-OF-WAY LINE FOR G 3/8 ROAD AS DESCRIBED ON THE SUBDIVISION PLAT FOR WILSON RANCH FILING NO. ONE AND RECORDED IN PLAT BOOK 13 AT PAGES 282 & 283 IN THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER;

THENCE S 89°54'00" E ALONG THE NORTH RIGHT-OF-WAY LINE FOR G 3/8 ROAD A DISTANCE OF 25.0 FEET;

THENCE S 00°06'00" W A DISTANCE OF 70.0 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD, SAID POINT BEING COMMON WITH THE NORTHWEST CORNER OF LOT 1, BLOCK 2, WILSON RANCH FILING NO. ONE;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD THE FOLLOWING THREE COURSES AND DISTANCES:

- 1) S 00°06'00" W A DISTANCE OF 607.58 FEET TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 2, WILSON RANCH FILING NO. ONE;
- 2) SOUTH A DISTANCE OF 6.63 FEET TO A POINT ON THE NORTH LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34;
- 3) SOUTH A DISTANCE OF 1289.85 FEET;

THENCE WEST A DISTANCE OF 24.0 FEET TO THE POINT OF BEGINNING.

TOTAL PERIMETER	=	3998.16'
CONTIGUOUS PERIMETER	=	925.00'
AREA IN SQUARE FEET	=	49,351.54
AREA IN ACRES	=	1.13

Original Name
01/01/00

WILSON RANCH #3

A TRACT OF LAND IN THE SE1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, MESA COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

ALL OF WILSON RANCH FILING NO. ONE AS RECORDED IN PLAT BOOK 13 AT PAGES 282 & 283 IN THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER;

AND ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE SE1/4 OF SAID SECTION 34, AND CONSIDERING THE WEST LINE OF THE SE1/4 OF SAID SECTION 34 TO BEAR DUE NORTH AS A BASIS OF BEARINGS; THENCE NORTH A DISTANCE OF 1326.48 FEET; THENCE N 89°20'11" E A DISTANCE OF 25.0 FEET TO THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD FOR A POINT OF BEGINNING;

THENCE N 89°20'11" E A DISTANCE OF 1271.58 FEET;

THENCE SOUTH A DISTANCE OF 20.7 FEET TO A POINT ON THE EAST BANK OF THE DRAIN SITUATED ON THE NORTH LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34;

THENCE ALONG THE EAST BANK OF THE DRAIN THE FOLLOWING FOUR COURSES AND DISTANCES:

- 1) S 37°29'00" W A DISTANCE OF 370.07 FEET;
- 2) S 47°25'00" W A DISTANCE OF 271.65 FEET;
- 3) S 73°38'00" W A DISTANCE OF 174.67 FEET;
- 4) S 23°01'00" W A DISTANCE OF 88.18 FEET;

THENCE S 88°01'10" W A DISTANCE OF 596.93 FEET;

THENCE S 74°10'00" W A DISTANCE OF 49.50 FEET TO THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD;

THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD A DISTANCE OF 647.96 FEET TO THE POINT OF BEGINNING.

TOTAL PERIMETER	=	6976.83'
CONTIGUOUS PERIMETER	=	1350.54'
AREA IN SQUARE FEET	=	1,236,550.19
AREA IN ACRES	=	28.39

WILSON RANCH #1

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- 1) NORTH A CALCULATED DISTANCE OF 396.52 FEET TO THE NORTHWEST CORNER OF THE SW1/4 SE1/4 OF SAID SECTION 34;
- 2) N 00°06'00" E A DISTANCE OF 677.58 FEET TO THE NORTH RIGHT-OF-WAY LINE FOR G 3/8 ROAD AS DESCRIBED ON THE SUBDIVISION PLAT FOR WILSON RANCH FILING NO. ONE AND RECORDED IN PLAT BOOK 13 AT PAGES 282 & 283 IN THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER;

THENCE S 89°54'00" E ALONG THE NORTH RIGHT-OF-WAY LINE FOR G 3/8 ROAD A DISTANCE OF 25.0 FEET; THENCE S 00°06'00" W A DISTANCE OF 70.0 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD, SAID POINT BEING COMMON WITH THE NORTHWEST CORNER OF LOT 1, BLOCK 2, WILSON RANCH FILING NO. ONE; THENCE ALONG THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD THE FOLLOWING THREE COURSES AND DISTANCES:

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AND ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE SE1/4 OF SAID SECTION 34, AND CONSIDERING THE WEST LINE OF THE SE1/4 OF SAID SECTION 34 TO BEAR DUE NORTH AS A BASIS OF BEARINGS; THENCE NORTH A DISTANCE OF 1326.48 FEET; THENCE N 89°20'11" E A DISTANCE OF 25.0 FEET TO THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD FOR A POINT OF BEGINNING;

THENCE N 89°20'11" E A DISTANCE OF 1271.58 FEET;
THENCE SOUTH A DISTANCE OF 20.7 FEET TO A POINT ON THE EAST BANK OF THE DRAIN SITUATED ON THE NORTH LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34;

THENCE ALONG THE EAST BANK OF THE DRAIN THE FOLLOWING FOUR COURSES AND DISTANCES:

- 1) S 37°29'00" W A DISTANCE OF 370.07 FEET;
- 2) S 47°25'00" W A DISTANCE OF 271.65 FEET;
- 3) S 73°38'00" W A DISTANCE OF 174.67 FEET;
- 4) S 23°01'00" W A DISTANCE OF 88.18 FEET;

THENCE S 88°01'10" W A DISTANCE OF 596.93 FEET;
THENCE S 74°10'00" W A DISTANCE OF 49.50 FEET TO THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD;
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AREA IN SQUARE FEET	=	1,236,550.19
AREA IN ACRES	=	28.39

DECLARATIONS FOR ANNEXATIONS

MY NAME IS _____ OF THE COMMUNITY DEVELOPMENT DEPARTMENT.
I HAVE REVIEWED THE PROPOSED ANNEXATION AND HAVE DETERMINED THAT:

1. THE PETITION HAS BEEN SIGNED BY OWNERS OF MORE THAN 50 % OF THE PROPERTY DESCRIBED AND BY MORE THAN 50 % OF THE OWNERS IN THE AREA DESCRIBED.
2. THE AREA (AS SHOWN ON THE MAP BEHIND YOU) HAS AT LEAST 1/6TH CONTIGUITY WITH EXISTING CITY LIMITS. CONTIGUITY IS ESTABLISHED SERIALLY (IF APPLICABLE)
3. A COMMUNITY OF INTEREST EXISTS BETWEEN THE AREA TO BE ANNEXED AND THE CITY OF GRAND JUNCTION SINCE THE CENTRAL GRAND VALLEY IS ESSENTIALLY A SINGLE DEMOGRAPHIC AND ECONOMIC UNIT AND OCCUPANTS OF THE AREA CAN BE EXPECTED TO USE CITY STREETS, PARKS AND OTHER URBAN FACILITIES.
4. THE AREA IS URBAN OR WILL BE URBANIZED IN THE NEAR FUTURE.
5. THE AREA IS CAPABLE OF BEING INTEGRATED WITH THE CITY OF GRAND JUNCTION SINCE THE CITY HAS THE FACILITIES AND RESOURCES NECESSARY TO PROVIDE URBAN SERVICES.
6. NO LAND HELD IN IDENTICAL OWNERSHIP IS BEING DIVIDED WITHOUT WRITTEN CONSENT UNLESS THE DIVISION IS BY A DEDICATED ROAD.
7. NO LAND IN IDENTICAL OWNERSHIP COMPRISING 20 ACRES OR MORE WITH A VALUATION OF \$200,000 OR MORE IS INCLUDED WITHOUT THE OWNERS CONSENT.

Wilson Ranch

28.39 acres

34 parcels

33 parcels w. p.o.a.

*Note legal desc. on
deeds had a discrepancy
this corrects legal.*

DECLARATIONS FOR ANNEXATIONS

THE COMMUNITY DEVELOPMENT DEPARTMENT HAS REVIEWED THE PROPOSED ANNEXATION AND HAS DETERMINED THAT:

THE PETITION HAS BEEN SIGNED BY OWNERS OF MORE THAN 50 % OF THE PROPERTY DESCRIBED AND BY MORE THAN 50% OF THE OWNERS IN THE AREA DESCRIBED.

THE AREA HAS AT LEAST 1/6 CONTIGUITY WITH EXISTING CITY LIMITS

A COMMUNITY OF INTEREST EXISTS BETWEEN THE AREA TO BE ANNEXED AND THE CITY OF GRAND JUNCTION

THE AREA IS URBAN OR WILL BE URBANIZED IN THE NEAR FUTURE

THE AREA IS CAPABLE OF BEING INTEGRATED WITH THE CITY OF GRAND JUNCTION



Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430 FAX (303) 244-1599

November 22, 1991

Mesa County Board of County Commissioners
750 Main Street
Grand Junction, Co. 81501

RE: Annexation Impact Report

Dear Commissioners:

Enclosed is a copy of the Annexation Impact Report for the proposed Wilson Ranch, Alpine Meadows, Blue Heron, Grand Junction West, Persigo, and Interstate East Annexations. This report is required by CRS 31-12-108.5 for proposed annexations in excess of 10 acres. If you have any questions regarding this material, please contact Karl Metzner (244-1439) of this department.

Sincerely

A handwritten signature in cursive script, which appears to read "Bennett Boeschenstein".

Bennett Boeschenstein
Community Development Director

EXHIBIT 1

WILSON RANCH #1

A TRACT OF LAND IN THE SW1/4 AND SE1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, MESA COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

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AREA IN ACRES	=	3.74

EXHIBIT 2

WILSON RANCH #2

A TRACT OF LAND IN THE SE1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, MESA COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW1/4 OF SAID SECTION 34, AND CONSIDERING THE WEST LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34 TO BEAR DUE NORTH AS A BASIS OF BEARINGS; THENCE NORTH ALONG THE WEST LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34 A DISTANCE OF 30.0 FEET; THENCE EAST A DISTANCE OF 1.0 FEET TO THE POINT OF BEGINNING;

THENCE NORTH A DISTANCE OF 900.0 FEET;
THENCE WEST A DISTANCE OF 1.0 FEET TO THE WEST LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34, SAID LINE BEING COMMON WITH THE WEST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD;
THENCE ALONG THE WEST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD THE FOLLOWING TWO COURSES AND DISTANCES:

- 1) NORTH A CALCULATED DISTANCE OF 396.52 FEET TO THE NORTHWEST CORNER OF THE SW1/4 SE1/4 OF SAID SECTION 34;
- 2) N 00°06'00" E A DISTANCE OF 677.58 FEET TO THE NORTH RIGHT-OF-WAY LINE FOR G 3/8 ROAD AS DESCRIBED ON THE SUBDIVISION PLAT FOR WILSON RANCH FILING NO. ONE AND RECORDED IN PLAT BOOK 13 AT PAGES 282 & 283 IN THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER;

THENCE S 89°54'00" E ALONG THE NORTH RIGHT-OF-WAY LINE FOR G 3/8 ROAD A DISTANCE OF 25.0 FEET;
THENCE S 00°06'00" W A DISTANCE OF 70.0 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD, SAID POINT BEING COMMON WITH THE NORTHWEST CORNER OF LOT 1, BLOCK 2, WILSON RANCH FILING NO. ONE;
THENCE ALONG THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD THE FOLLOWING THREE COURSES AND DISTANCES:

- 1) S 00°06'00" W A DISTANCE OF 607.58 FEET TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 2, WILSON RANCH FILING NO. ONE;
- 2) SOUTH A DISTANCE OF 6.63 FEET TO A POINT ON THE NORTH LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34;
- 3) SOUTH A DISTANCE OF 1289.85 FEET;

THENCE WEST A DISTANCE OF 24.0 FEET TO THE POINT OF BEGINNING.

TOTAL PERIMETER	=	3698.16'
CONTIGUOUS PERIMETER	=	925.00'
AREA IN SQUARE FEET	=	49,351.54
AREA IN ACRES	=	1.13

EXHIBIT 3

WILSON RANCH #3

A TRACT OF LAND IN THE SE1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN, MESA COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

ALL OF WISON RANCH FILING NO. ONE AS RECORDED IN PLAT BOOK 13 AT PAGES 282 & 283 IN THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER;

AND ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE SE1/4 OF SAID SECTION 34, AND CONSIDERING THE WEST LINE OF THE SE1/4 OF SAID SECTION 34 TO BEAR DUE NORTH AS A BASIS OF BEARINGS; THENCE NORTH A DISTANCE OF 1326.48 FEET; THENCE N 89°20'11" E A DISTANCE OF 25.0 FEET TO THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD FOR A POINT OF BEGINNING;

THENCE N 89°20'11" E A DISTANCE OF 1271.58 FEET;

THENCE SOUTH A DISTANCE OF 20.7 FEET TO A POINT ON THE EAST BANK OF THE DRAIN SITUATED ON THE NORTH LINE OF THE SW1/4 SE1/4 OF SAID SECTION 34;

THENCE ALONG THE EAST BANK OF THE DRAIN THE FOLLOWING FOUR COURSES AND DISTANCES:

- 1) S 37°29'00" W A DISTANCE OF 370.07 FEET;
- 2) S 47°25'00" W A DISTANCE OF 271.65 FEET;
- 3) S 73°38'00" W A DISTANCE OF 174.67 FEET;
- 4) S 23°01'00" W A DISTANCE OF 88.18 FEET;

THENCE S 88°01'10" E A DISTANCE OF 596.93 FEET;

THENCE S 74°10'00" W A DISTANCE OF 25.99 FEET TO THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD;

THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE FOR 25 1/2 ROAD A DISTANCE OF 655.15 FEET TO THE POINT OF BEGINNING.

TOTAL PERIMETER =
CONTIGUOUS PERIMETER = I'LL CALCULATE THIS STUFF AFTER IT'S
AREA IN SQUARE FEET = DRAFTED!
AREA IN ACRES =

ADDRESSES FOR WILSON RANCH ANNEXATION

WILSON DRIVE: 746, 748, 750, 747, 749

G 3/8 RD: 2556, 2559, 2557, 2555, 2553, 2551

WILSON CT.: 738, 740, 742, 744, 746, 747, 745, 743, 741, 739, 737

CORRAL DR.: 734, 736, 738, 740, 742, 744, 725, 727, 729, 731, 733, 735, 737, 739, 741, 743,
745,

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City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

December 16, 1991

Mesa County Clerk and Recorder
Mesa County Court House
6th and Road
Grand Junction, Colorado 81501

Gentlemen:

Re: Annexation - Wilson Ranch No. 1, 2, and 3

Enclosed herewith is certified copy of Ordinance No. 2548 and map for Annexation which annexes approximately 25.4 acres of land to the City of Grand Junction, the area located at 25-1/2 Road and G-3/8 Road.

Effective date of the annexation is January 7, 1992.

Sincerely,

Neva B. Lockhart, CMC

Neva B. Lockhart, CMC
City Clerk

NBL:tm

Enclosures

cc: Annexation Clerk, Public Service Company
Michael Martin, U.S. West Communications (Denver)
Larry Axtell, Colorado Department of Highways
Jarrett Broughton, Grand Valley Rural Power Lines, Inc.
Tom Worster, United Artists Cable TV
County Assessor
County Road Department
County Sheriff
City Community Development ✓
City Engineering
City Sales Tax
City Sanitation
City Streets
City Traffic
City Utilities
City Parks & Recreation
City Police Department
City Fire Department
Greater Grand Valley Communications Center

C. JOSEPH CROKER, P.C.

ATTORNEYS AT LAW

C. JOSEPH CROKER

MARNA M. LAKE
JAMES E. MAJORS

VALLEY FEDERAL PLAZA, SUITE 601
225 NORTH FIFTH STREET
P.O. BOX 2202
GRAND JUNCTION, COLORADO 81502-2202

Telephone: (303) 241-1616

Telecopier: (303) 241-9579

January 22, 1992

Mr. Dan Wilson
Grand Junction City Attorney
250 North Fifth Street
Grand Junction, CO 81501

RE: ANNEXATION OF WILSON RANCH

Dear Dan:

This letter is to serve as a proposal by GNT Development Corp. (GNT), owners and developers of Wilson Ranch. As of this date, GNT has formally notified the City of its intention to challenge the annexation of a portion of Wilson Ranch.

Wilson Ranch is an excellent example of thoughtful and concerned subdivision planning. Local agencies that have reviewed the subdivision's plans and implementation have found that GNT's compliance with subdivision requirements is exemplary. For example, Wilson Ranch has complied with stricter City codes regarding road base materials and width of the roads within the subdivision. All fire loops are eight inches in diameter.

In addition, GNT has installed a drainage system which was not required by any regulations, and has dedicated more open space for a park than required by either City or County code. The dedicated park space has been fenced with over 1,600 linear feet of fencing. The portion of the Highline canal that traverses Wilson Ranch has been fenced off from general access. Every lot built in Wilson Ranch has two trees planted at GNT's cost, in an effort to stimulate the further beautification of the subdivision.

In order to expedite the City's annexation process and to eliminate confusion on the part of GNT and its contractors and subcontractors, GNT would propose the following as a resolution of this matter.

1. The City shall delay the imposition of its general taxing authority including any sales tax or use tax on Filing One of Wilson Ranch, annexed by Ordinance number 2548, until January 1, 1993;

2. The City shall accept Filing One, phases I, II, and III of Wilson Ranch as a P.U.D., without any further subdivision or zoning requirements;

3. The City shall commence an orderly annexation process of the remainder of Wilson Ranch, commonly referred to as Filings Two and Three, with the following proposed time schedules: (a) Filing Two would be annexed by the City effective January 13, 1993, with a moratorium on sales tax and use tax on such annexation until January 1, 1994; (b) Filing Three would be annexed by the City effective January 15, 1994, with a moratorium on sales tax and use tax until January 1, 1995;

4. The City shall waive the requirement that sidewalks be installed on both sides of any roadways within Wilson Ranch, inclusive of Filings One, Two and Three;

5. The City shall relax or waive its requirement for improvement certificates as explained below;

6. The City shall do everything in its power to expedite licensing of all subcontractors at Wilson Ranch, and the City shall further agree not take any action penalizing or prohibiting any subcontractor from performing work without a city license at Wilson Ranch within 60 days of the date of an agreement.

Concerning item 5, above, in the past, GNT has not taken a building permit from the county until an improvement has been built on the lot. While not in conformance with the current City requirement for improvement certificates, such a cash basis method has proven successful and acceptable to the county authorities. The City is assured of a quality product in compliance with all planning and zoning requirements in such a fashion.


In sum, Wilson Ranch offers to the City a quality subdivision where future residents of the City will receive the

Dan Wilson
January 22, 1992
Page Three

best value for their dollar. This is a subdivision that was planned and built the way it is supposed to be. Wilson Ranch will be a valuable and welcome addition to the City.

Very truly,

C. JOSEPH CROKER, P.C.

By 
James E. Majors

JEM/ks
cc: Dan Garrison
Bennett Boeschstein



DEVELOPMENT APPLICATION
 Community Development Department
 250 North 5th Street Grand Junction, CO 81501
 (303) 244-1430

A Receipt _____
 Date _____
 Rec'd By _____

File No. 58-91

We, the undersigned, being the owners of property situated in Mesa County,
 State of Colorado, as described herein do hereby petition this:

PETITION	PHASE	SIZE	LOCATION	ZONE	LAND USE
<input type="checkbox"/> Subdivision Plat/Plan	<input type="checkbox"/> Minor <input type="checkbox"/> Major <input type="checkbox"/> Resub				
<input type="checkbox"/> Rezone				From: To:	
<input type="checkbox"/> Planned Development	<input type="checkbox"/> ODP <input type="checkbox"/> Prelim <input type="checkbox"/> Final				
<input type="checkbox"/> Conditional Use					
<input checked="" type="checkbox"/> Zone of Annex		32.13 acres	NORTH OF G rd at 25 1/2 rd	PR & RSF-R	RESIDENTIAL
<input type="checkbox"/> Text Amendment					
<input type="checkbox"/> Special Use					
<input type="checkbox"/> Vacation					<input type="checkbox"/> Right-of-Way <input type="checkbox"/> Easement

<input type="checkbox"/> PROPERTY OWNER	<input type="checkbox"/> DEVELOPER	<input type="checkbox"/> REPRESENTATIVE PETITIONER
<u>N/A</u>	<u>N/A</u>	<u>City of Grand Jct.</u>
Name	Name	Name
<u></u>	<u></u>	<u>250 N. 5th St.</u>
Address	Address	Address
<u></u>	<u></u>	<u>Grand Junction, Co.</u>
City/State/Zip	City/State/Zip	City/State/Zip
<u></u>	<u></u>	<u>244-1430</u>
Business Phone No.	Business Phone No.	Business Phone No.

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all hearings. In the event that the petitioner is not represented, the item will be dropped from the agenda, and an additional fee charged to cover rescheduling expenses before it can again be placed on the agenda.

Karl Wagner 3/25/92
 Signature of Person Completing Application Date

Signature of Property Owner(s) - Attach Additional Sheets if Necessary

Wilson Ranch Annex:

Thomas E. Folkstad
406 Ridges Blvd.
Grand Junction, CO 81503

Corp. of Pres. Bishop
Church of Jesus Christ
50 E. North Temple St.
Salt Lake City, UT 84150

Alpine Meadows:

Alpine Meadows Development Corp.
1111 S. 12th St.
Grand Junction, CO 81501

Thomas E. Benson
2357 Piazza
Grand Junction, CO 81506

Harley Rudofsky
780 26 1/2 Road
Grand Junction, CO 81506

Blue Heron:

Mays Concrete Inc.
2399 River Road
Grand Junction, CO 81505

Mesa County Board of County Commissioners
750 Main St.
Grand Junction, CO 81501

River Road Properties-Joint Venture
397 Ridges Blvd.
Grand Junction, CO 81503

Irwin Meders
1235 Colorado Ave.
Grand Junction, Co 81501

Vonda Grothe
2545 G 3/8 Road
Grand Junction, CO 81506

Ken Nesbitt
716 25 1/2 Road
Grand Junction, CO 81506

Theodore A. Vath
745 25 1/2 Road
Grand Junction, CO 81506

GNT Development Corporation
2561 25 1/2 Road
Grand Junction, CO 81506

Harve Chappell
2549 G 1/2 Road
Grand Junction, CO 81506

Corp of Pres. Bishop
Church of Jesus Christ
50 E. North Temple Street
Salt Lake City, UT 84150

J. Richard Livingston
2548 G Road
Grand Junction, CO 81506

G 1/2 Road Investors
825 Rood Avenue
Grand Junction, CO 81501

Raymond Hiatt
698 25 1/2 Road
Grand Junction, CO 81506

Marion Lamm
2587 G 1/2 Road
Grand Junction, CO 81506

Blake William Rickerd
2543 G Road
Grand Junction CO 81505

Rachelina Marasco
653 26 1/2 Road
Grand Junction, CO 81506

Steven Karp
2551 G 1/2 Road
Grand Junction, CO 81506

Richard Livingston
2543 G Road
Grand Junction, CO 81506

Robert L. Smith
2556 G Road
Grand Junction, CO 81506

Olga Clark
713 25 1/2 Road
Grand Junction, CO 81506

William Waldrop
2537 G 3/8 Road
Grand Junction, CO 81506

Wilson Ranch
#58-91

PROPERTY OWNERS IN THE VICINITY OF WILSON RANCH

KEN NESBITT
716 25 1/2 RD.
2701-344-00-139



RICHARD J. LIVINGSTON
708 25 1/2 RD.
2701-344-00-138

ROBERT L. SMITH
702 25 1/2 RD.
2701-344-00-071
2701-344-00-030

MARION B. LAMM
2587 G 1/2 RD
2701-344-00-020

GNT DEVELOPMENT CORP
2561 G 1/2 RD.
2701-344-00-130



OLGA CLARK
713 25 1/2 RD.
2701-343-00-113

PYLLIS MCCLELLAN
2526 G RD.
2701-343-00-107

NANCY EATON
2526 G. RD.
2701-343-00-106

WAYDE DOCKERY
2524 G RD.
2701-343-00-067

WILLIAM WALDROP
2537 G 3/8 RD.
2701-343-00-108

October 11, 1991

Ken Nesbitt
716 25 1/2 Rd.
Grand Junction, CO 81505

Dear Mr. Nesbitt,

Mesa County records show that you own property within an area proposed for annexation to the City of Grand Junction. This proposed annexation known as Wilson Ranch Annex will be scheduled for public hearing before the City Council on November 20, 1991 at 7:30 p.m. in the City/County Auditorium.

Enclosed is a brief packet of information about the city and its services and general effects of annexation. If you would like to discuss this proposal or have additional questions please call me at 244-1439.

Sincerely,

Karl Metzner



City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

February 24, 1992

Board of Mesa County Commissioners
County Administration Building
750 Main Street
Grand Junction, Colorado 81501

Commissioners:

Subject: Wilson Ranch Annexation -
Notice of Hearing, Resolution No. 19-92, and Petition

In compliance with Title 31, Article 12, C.R.S., Part 1, entitled "Municipal Annexation Act of 1965," Section 31-12-108(2), I have enclosed a copy of Resolution No. 19-92 adopted by the City Council of the City of Grand Junction, Colorado, at its regular meeting February 19, 1992, giving notice of hearing on the proposed Wilson Ranch Annexation. Also enclosed is a copy of the petition.

Sincerely,

Neva B. Lockhart
Neva B. Lockhart, CMC
City Clerk

NBL:tm

Enclosures

- c: Mr. Lyle DeChant, County Attorney
- Grand Junction Drainage District
- Grand Junction Rural Fire District
- Ute Water Conservancy District
- Mesa county School District #51
- Mr. Dan Wilson, City Attorney
- Mr. Bennett Boeschenstein, Community Development Director

WILLIAMS, TURNER & HOLMES, P.C.

ANTHONY W. WILLIAMS
BERNDT C. HOLMES
J.D. SNODGRASS
WILLIAM D. PRAKKEN
DONALD E. JORDAN
DAVID J. TURNER
MARK A. HERMUNDSTAD
SUSAN M. CORLE
JOHN P. GORMLEY
THOMAS C. VOLKMANN
GEOFFREY R. NIMS

ATTORNEYS AT LAW
COURTHOUSE PLACE BUILDING - 200 N. 6th STREET
MAILING ADDRESS - P.O. BOX 338
GRAND JUNCTION, COLORADO 81502
FAX: (303) 241-3026
TELEPHONE: (303) 242-6262

SILMON SMITH (1886-1964)
CHARLES HOLMES (1897-1967)

OF COUNSEL

WARREN L. TURNER
BERNARD A. BUESCHER

March 31, 1992

COPY

C: Council
MKA
Bennett B
Jim S
John S
4/1/92

GNT Development Corp.
336 Main Street, Suite 209
Grand Junction, Co 81501

Dear Sirs:

Please be advised that this law firm represents Mr. and Mrs. Ted Vath, the owners of the property located at 1745 25½ Road, Grand Junction, Colorado. Mr. and Mrs. Vath have requested our assistance concerning the right-of-way for 25½ Road between G-3/8 Road and G-1/2 Road (which section of 25½ Road is referred to hereinafter as the "Road"). This Road has quite clearly become a public right-of-way, and in addition the Vaths assert a personal easement and right-of-way for use of the Road, as an appurtenance to their property. Recently, apparently at the instance of your corporation, several barriers have been installed which interfere with the use by the Vaths of this right-of-way. These include both barriers at the points at which the Road intersects with the other public rights-of-way, as well as fences installed by your company and purchasers acquiring lots through your company, on the rear of Lots 1, 2, 3, and 4 in Wilson Ranch. A copy of this letter is being sent to Robert G. Wilson, who appears to have acquired ownership of Lot 3, and to Allan E. Strange and Margaret L. Strange, who appear to have acquired ownership of Lot 4. Demand is hereby made upon your company, as well as such lot owners, to immediately remove the fences and other barriers, and to restore the Road to its condition prior to your encroachment into this right-of-way. If this corrective action is not taken within fourteen (14) days of the date of this letter, it will be necessary to consider litigation as a means of protecting the Vaths' rights in this regard.

This firm has undertaken substantial investigation on the part of the Vaths, accumulating evidence which clearly establishes the existence of the public right-of-way. If you or your representatives wish to review this information, please contact the

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undersigned. In addition to your own company's advertisements which identify this Road, your statements at various planning meetings, and our clients' continued use of this Road for a period of thirty-five (35) years, there is ample evidence of the existence of this Road in the County records. This property has been included on the County road system and the County has received maintenance funds for this Road since at least 1959. In light of these circumstances, we remain hopeful that litigation can be avoided.

You should also be advised that we have contacted the County Attorney's Office and the City Attorney's Office with respect to this Road. The position of the County, at least to the date of this letter, is non-committal, and we are advised by the County Attorney that the County will take a neutral posture on this matter. We have advised the County Attorney, Mr. Hassler, and by this letter will confirm such position, that the Vaths believe that this position on the part of the County is contrary to its prior actions. Further, the abrupt change in the approach by the County to the maintenance of this Road has resulted in an unsafe condition, and in the event of any injury or damage to our clients or their property, or to their guests or other parties rightfully trying to reach their property, all available claims will be asserted against the County. Such claims will also be asserted against other parties who appear to have taken actions resulting in such injuries by virtue of interference with this Road. This will apply equally to injuries resulting from barricades placed at either end of the Road or within the Road, in violation of the statutes which permit such barricading only through lawful means and agencies.

A copy of this letter is also being sent to the property owners to the north of your development, who, to the best of our knowledge, concur with the Vaths in recognizing the existence of this right-of-way. Finally, a copy is being sent to Mr. Hassler, the Board of County Commissioners, the City Council and the City Attorney. To the best of our knowledge, the City Council and the City Attorney are inclined to recognize the existence of this Road, but we do not have final confirmation that they will be aligned as

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JKH

April 3, 1992

Jim Majors
C. Joseph Croker, P.C.
Valley Federal Building, Suite 610
225 North Fifth Street
Grand Junction, CO 81501

Dear Jim:

The attached draft was dictated, but not read. Please look at it for the substance of a proposed annexation agreement.

I hope you are feeling better.

Very truly,

Dan E. Wilson
City Attorney

DEW:jj

Attachment

c: J. Shanks, Public Works & Utilities Director, w/attach.
B. Boeschstein, Community Development Director, w/attach.

Bennett: Please read in detail to see if it complies with your best planning advice.

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AGREEMENT

THIS AGREEMENT made and entered into this _____ day of April, 1992, by and between GNT Development Corp., ("GNT"), a Colorado corporation ("Annexor" or "GNT" or "Developer"), and the City of Grand Junction, a home rule municipal corporation, Mesa County, State of Colorado, hereinafter referred to as "CITY".

In consideration of the mutual obligations, benefits, duties and promises the parties hereto agree as follows:

1. ANNEXOR represents and promises that it is the owner of the property described in Exhibit "Wilson Ranch A", attached hereto (the "Property") and that it has the authority to enter into this agreement on the terms and conditions set forth. If Annexor needs to obtain the consent or agreement of another party in order to effectuate this agreement, Annexor agrees to do so. Annexor shall provide a copy of a corporate resolution establishing that a corporate officer who signs this agreement has the full authority to bind the corporation to this agreement.

2. In accordance with the terms of this agreement, City shall initiate the annexation process to annex the Property into the City. The City may annex the property in conjunction with other properties in the area, so as to maximize the extent of territory annexed. Developer shall execute the attached Exhibit B "Petition for Annexation" in order that the City may, at a time elected by the City, annex the property at any time hereafter.

3. This agreement shall be recorded with the Clerk and Recorder in Mesa County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. Annexor shall forthwith notify City of assignments and the names and addresses of assignees.

4. Nothing contained in this agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment or collection by City of any fee which is of uniform or general application.

5. If the annexation of the property, or any portion thereof, is challenged by a referendum, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the property from City, then this Annexation Agreement and all provisions contained herein shall be null and void and of no further effect, except as otherwise provided herein. If the referendum challenge fails, then Annexor and City shall continue to be bound by all the terms and provisions of this Annexation Agreement.

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6. In the event that the annexation of the property or any portion thereof is voided by final action of any court (such action not being associated with a referendum action), City and Annexor shall cooperate to cure the legal defect(s) which resulted in disconnection of the property, and upon such cure this Annexation Agreement shall be deemed to be an agreement to annex the property to City pursuant to §31-12-121 C.R.S. Annexor shall reapply for annexation, or if Annexor fails to do so, the City Clerk may execute such necessary documents as will accomplish the annexation, when the property becomes eligible for annexation, as determined by City.

7. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by a court of competent jurisdiction held to be illegal, unenforceable or invalid, the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held illegal, unenforceable, or invalid. Each party represents to the other that it is unaware of any pending actions or existing circumstances which would void this agreement or make the provisions of this agreement impossible to perform.

8. Except as otherwise stated herein, no right or remedy of disconnection of the described property from the City shall accrue from this agreement, other than that provided by 31-12-119, C.R.S. as amended. In the event the Property or any portion thereof is disconnected at Annexor's request, City shall have no obligation to serve the disconnected property, including sewer service, and this agreement shall be void and of no further force and effect as to such property.

9. City and Annexor agree to jointly pursue all reasonable methods to continue such water and/or sewer service which has been provided in the event of a referendum election which voids the annexation of the property, including but not limited to extra-territorial water and/or sewer contracts. Such agreement to cooperate shall not constitute a legal obligation on part of City to provide or continue service.

10. Except as provided for in paragraph 11, below, the City shall propose for its adoption the preliminary plats and plans for Wilson Ranch Filing Number 1, Phases I, II, and III, Filing Number 2, and Filing Number 3, as presently approved by Mesa County, for development of the property.

The parties hereto agree that if the City does not adopt the plats and plans without substantial modification or amendment, such failure to adopt shall invalidate the remainder of this agreement, except that any powers of attorney which the City requires as a condition of providing sewer service shall survive.

On and after the date that a petition to annex has been found to be valid, pursuant to 31-12-107, C.R.S., any amendments to a plat or plan affecting the territory subject to such petition to annex shall be made by the City because, as of the finding regarding such a petition to annex, the City intends to fully exercise its land use jurisdiction as soon as possible, pursuant to 31-12-115, C.R.S.

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[Signature]

11. Except with respect to sewer plans and requirements (which the City retains independent of this agreement), the Preliminary Plan and each final Plan, final plat and construction specifications and other requirements or conditions approved by Mesa County as of the date of this agreement, shall apply to the property for those portions of the property with respect to which a final plat is filed and recorded as indicated:

a. By June 1, 1993: Lots 17-22, inclusive, of Block Two; Lots 11-19, inclusive, of Block Four;

b. by June 1, 1994: Lots 1-8, inclusive, Block Eight; Lots 7-10, inclusive, Block Four; Lots 2-7, inclusive, Block Three; Lots 2-5, inclusive, Block Six; Lots 1-8, inclusive, Block Five;

c. by June 1, 1995: Lots 9-12, inclusive, Block Five; Lots 23-30, inclusive, Block Two

d. by June 1, 1996: Lots 31-36, inclusive, Block Two; Lots 13-16, inclusive, Block Five; Lots 6-9, inclusive, Block Six.

e. by December 31, 1997, the balance of the property. The foregoing lot and block identifications are according to the "Preliminary Development Plan for Wilson Ranch, Sheet 2 of 3, Revised 2-14-83."

For portions of the property which are subject to a final plat recorded after the indicated date(s), all requirements and approvals of the City shall apply, except that with respect to those lots listed in subparagraphs a. through d, inclusive, above, the City shall not require sidewalks in addition to those already required by Mesa County

12. Developer agrees and covenants that it shall not protest or raise objection or challenge in any form with respect to any annexation(s) by the City of any of Developer's property, unless and to the extent that the City is in violation of this agreement.

13. City agrees that it shall, with respect to all portions of the Property, upon timely and proper request refund such city sales and use taxes paid to the City by Developer or by Developer's contractors, agents or sub-contractors which were paid to the City and are attributable to materials and labor used (but not equipment) for the construction of those items which are the subject of an improvement agreement, either pursuant to the City's Zoning and Development Code or applicable Mesa County requirements for infrastructure, including: domestic water delivery structures and systems; drainage delivery or removal structures and systems; sewer removal or conveyancing structures and systems; telephone, cable television, gas and electricity systems; roads and public right-of-way, including sidewalks and curbs; and any other requirements, not related to improvements or construction on a particular lot, imposed by a government as a condition of the zoning or subdivision process.

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The previous paragraph shall not exempt any person from the filing requirements established by Chapter 24 of the City Code nor from any other requirement of said Chapter of the City Code; this provision only entitles the developer or its contractors to be entitled to a refund of the sales and use tax identified in this paragraph which would otherwise be retained by the City.

14. The guarantee required by the City Code to ensure that the improvements described in the improvements agreement are constructed, prior to lot sales, may be in the form of an agreement whereby Developer constructs all required improvements, in accordance with approved specifications and plans, in advance of plat recordation. Therefore, Developer may, in its sole discretion, deliver a plat which is otherwise ready to be recorded to a mutually agreed upon escrow agent. Once the City Engineer executes his certificate of completion of the improvements required to be constructed with respect to such plat, a copy of such certificate shall be delivered to the escrow agent who shall then record the plat. Thereafter, the lot owner, pursuant to such plat, shall be entitled to the issuance of a building permit from the City. Developer may, in its discretion, utilize other City approved methods of guaranteeing improvements.

15. Exclusive of sales or use taxes attributable to the use or storage of equipment or construction equipment to which this provision does not apply, with respect to sales and use taxes which would otherwise be payable to the City for transactions and events prior to March 31, 1992, City agrees to waive any claims it may have to the assessment and collection of such taxes

16. Unless set forth herein, all prior agreements, if any, whether written or oral, between the City and Developer are hereby terminated and held for naught. No further agreements, nor modification of this agreement, shall be made nor shall any be effective, unless they refer to this agreement and are in writing signed by both parties. The City may only be bound by the signature of the City Manager or the Mayor.

17. Annexor shall, contemporaneously herewith, execute a power of attorney for the purpose of annexing the Property, or any portion at a time, to the City. A copy of the power of attorney is attached hereto and labelled Exhibit "Wilson Ranch Power of Attorney". Each time that the City desires to annex all or a portion of the Property, Developer agrees to take such other steps and to execute such other documents as may be required by the City in order to accomplish the annexation to the City of all or any portion of the Property.

18. The developer understands that this agreement does not change or modify the developer, its successors', or assigns', obligation to, except as specified in this agreement, comply with applicable laws, ordinances and requirements, including but not limited to the requirement to pay costs and/fees normally charged by the City such as plant investment fees, inspection fees, monthly sewer service charges, or any other charges or fees which the City is now charging, or may be in the future on a uniform system-wide basis entitled to charge the developer or any user or other person.

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From File

19. Developer may assign its rights pursuant to this agreement, but only so long as notice of such assignment, with the address of the assignee, is given by certified mail to the City, in care of the City Community Development Director.

20. This agreement shall bind the signatory parties and their respective heirs, successors and assigns.

21. Upon non-performance by the City pursuant to this Agreement, the developer shall give notice of default to the City Manager specifying the action giving cause to said default. The City shall have 30 days from its receipt of said notice to correct the alleged default. Upon the correction of said default within the 30 days period the agreement shall be restored and all terms and conditions will be in full force and effect.

22. Written notice pursuant to this agreement shall be given by certified mail to the address listed below the signature block, or to such other address as a party may hereafter designate by certified mail.

Attest:

City of Grand Junction
250 North Fifth Street
Grand Junction CO 81501

Neva B. Lockhart
City Clerk

By: _____
Mark K. Achen
City Manager

Attest:

GNT Development Corp.

Secretary

By: _____
Dan Garrison
President

Grand Junction CO 8150_

[J:dwwilson]

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Date: 1/15/00



May 7, 1992

City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

Merritt Sixbey
2457 Industrial Blvd.
P.O. Box 4542
Grand Junction, CO 81502

Dear Merritt,

RE: Wilson Ranch

A final inspection of Wilson Drive south of G 3/8 Road and Corral Drive, was conducted on May 7, 1992. Present at this inspection along with yourself, were Don Newton, Gerald Williams, and Walt Hoyt. The following items were identified as a result of this inspection:

1. Remove asphalt patches adjacent to replaced sections of curb and gutter and replace with hot mix asphalt. Compact patches to match finished grade.
2. Grind down high point in gutter on west side of street, approximate station 8+00 between lots 12 and 13.
3. Replace 3 sections of curb and gutter with reversed grade at east end of street and north side of street at 734 Corral Drive.
4. Raise water valve box to pavement surface at fire hydrant and at intersection of Corral and Wilson Drives.
5. Sidewalk has not been installed along inside of Corral Street. This sidewalk shall be installed upon completion of each house, as requested, or all sidewalks installed within one year, whichever ever occurs first. In future filings, the sidewalk shall be constructed monolithic with the curb according to City Standards.
6. Complete backfill behind curbs to above curb height to protect them from damage during construction of houses.

Please let me know when the above items have been corrected and ready for reinspection.

Sincerely,

A handwritten signature in cursive script that reads "J. Don Newton".

J. Don Newton, P.E.
City Engineer

xc: ✓ Community Development
Walt Hoyt
Gerald Williams
Mark Relph

File: DN-Wilson

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Do not
move
From Office

plaintiffs in an action to obtain judicial confirmation of the rights of the Vaths and the public.

Sincerely yours,

WILLIAMS, TURNER & HOLMES, P.C.



David J. Turner

DJT/d

xc: Mr. and Mrs. Ted Vath
Allan E. Strange and
Margaret L. Strange
Robert G. Wilson
Harve R. Chappell and
Suzanne Hoest
Steven Karp and
Veronica Karp
Board of County Commissioners
Alan Hassler, Esq.
Grand Junction City Council
Dan Wilson, Esq.

Original
Remove
Date



May 11, 1992

City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

Mesa County Clerk and Recorder
Mesa County Court House
6th and Rood
Grand Junction, Colorado 81501

Gentlemen:

Re: Annexation - Wilson Ranch #1, #2, #3

Enclosed herewith is certified copy of Ordinance No. 2570 and map for Annexation which annexes approximately 25.4 acres located at 25-1/2 Road and G-3/8 Road.

Effective date of the annexation is May 17, 1992.

Sincerely,

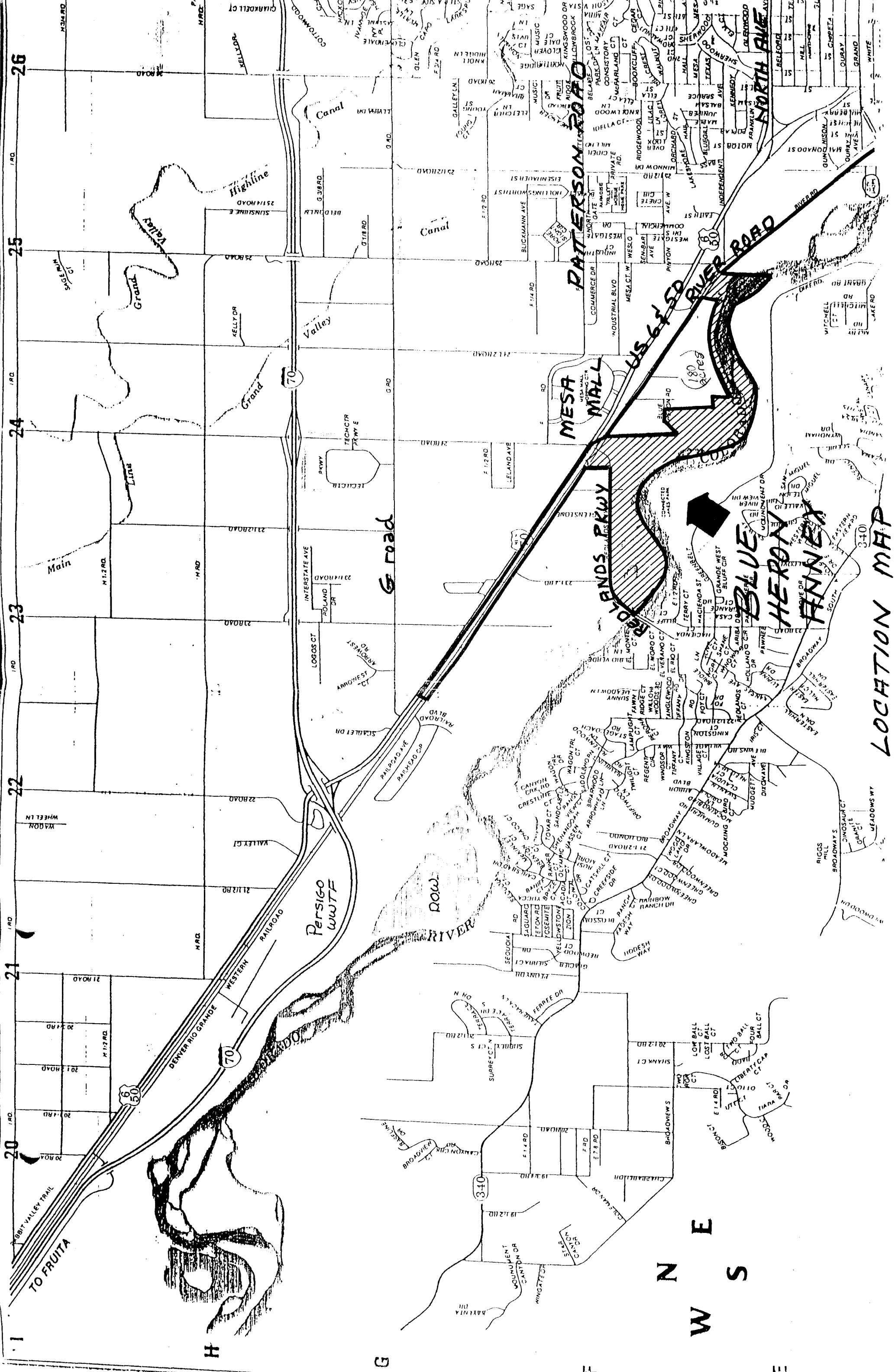
Neva B. Lockhart

Neva B. Lockhart, CMC
City Clerk

NBL:tm

Enclosures

cc: Annexation Clerk, Public Service Company
Jarrett Broughton, Grand Valley Rural Power Lines, Inc.
Larry Axtell, Colorado Department of Highways
Tom Worster, United Artists Cable TV
Avy Heineken, U.S. West, Inc.
Sgt. Wiseman, Colorado State Patrol
County Assessor
County Engineering Department
County Planning Department
County Motor Vehicle Department
County Road Department
County Sheriff
City Community Development ✓
City Engineering
City Sales Tax
City Sanitation
City Streets
City Traffic
City Utilities
City Parks & Recreation
City Police Department
City Fire Department
Greater Grand Valley Communications Center



LOCATION MAP

BLUE HERON FINNEX

MESA MALL

ROLLANDS PKWY

PATERSON ROAD

US 67 50

RIVER ROAD

NORTH AVE

Persigo WWTf

DOW RIVER

Grand Valley

Highline

Grand Valley

Main

Valley

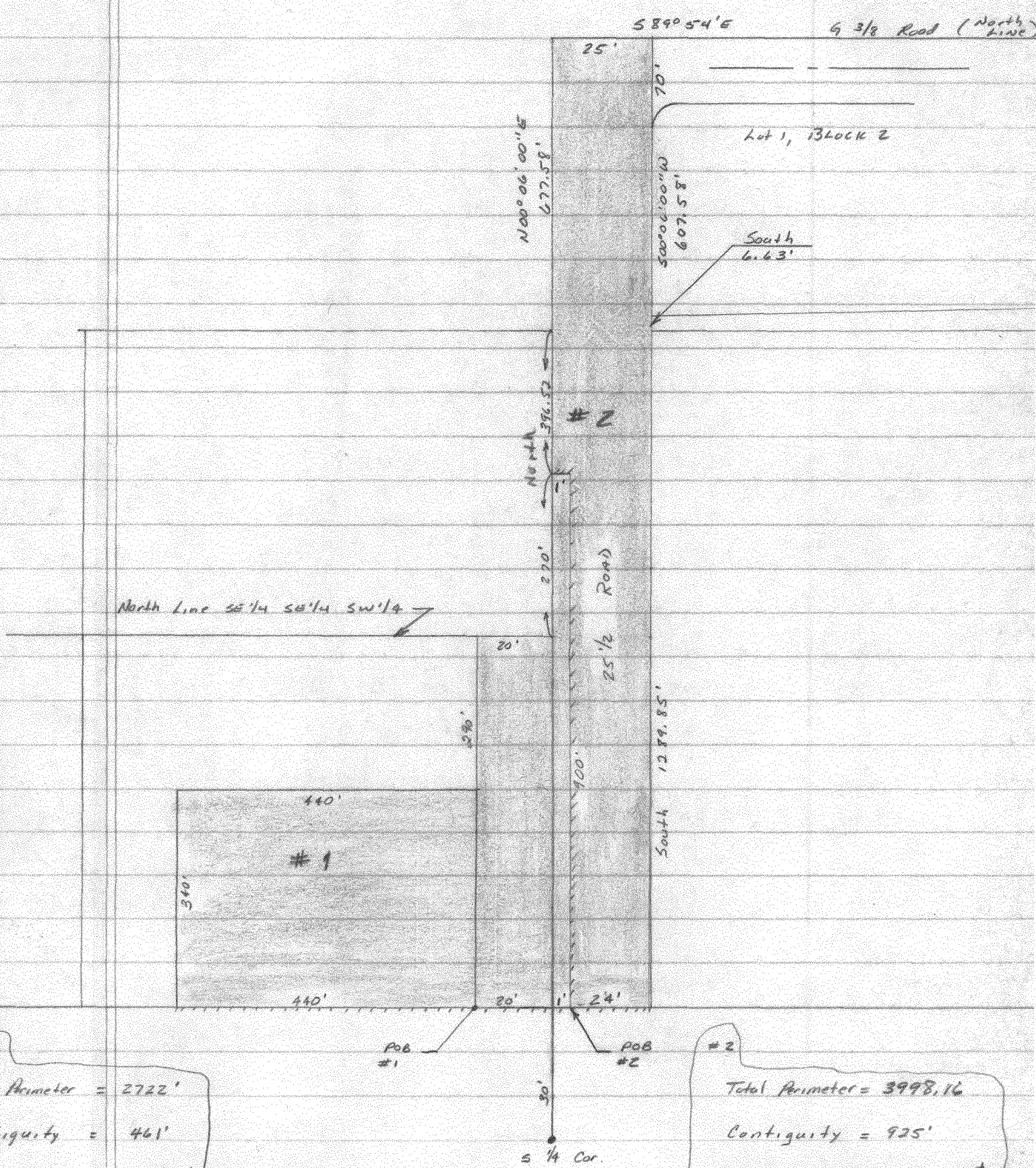
TO FRUITA

N
E
S
W

20 21 22 23 24 25 26

G

H



#1
 Total Perimeter = 2722'
 Contiguity = 461'
 Total Area = 163,100#

#2
 Total Perimeter = 3998.16
 Contiguity = 925'
 Total Area = 49,351.54#

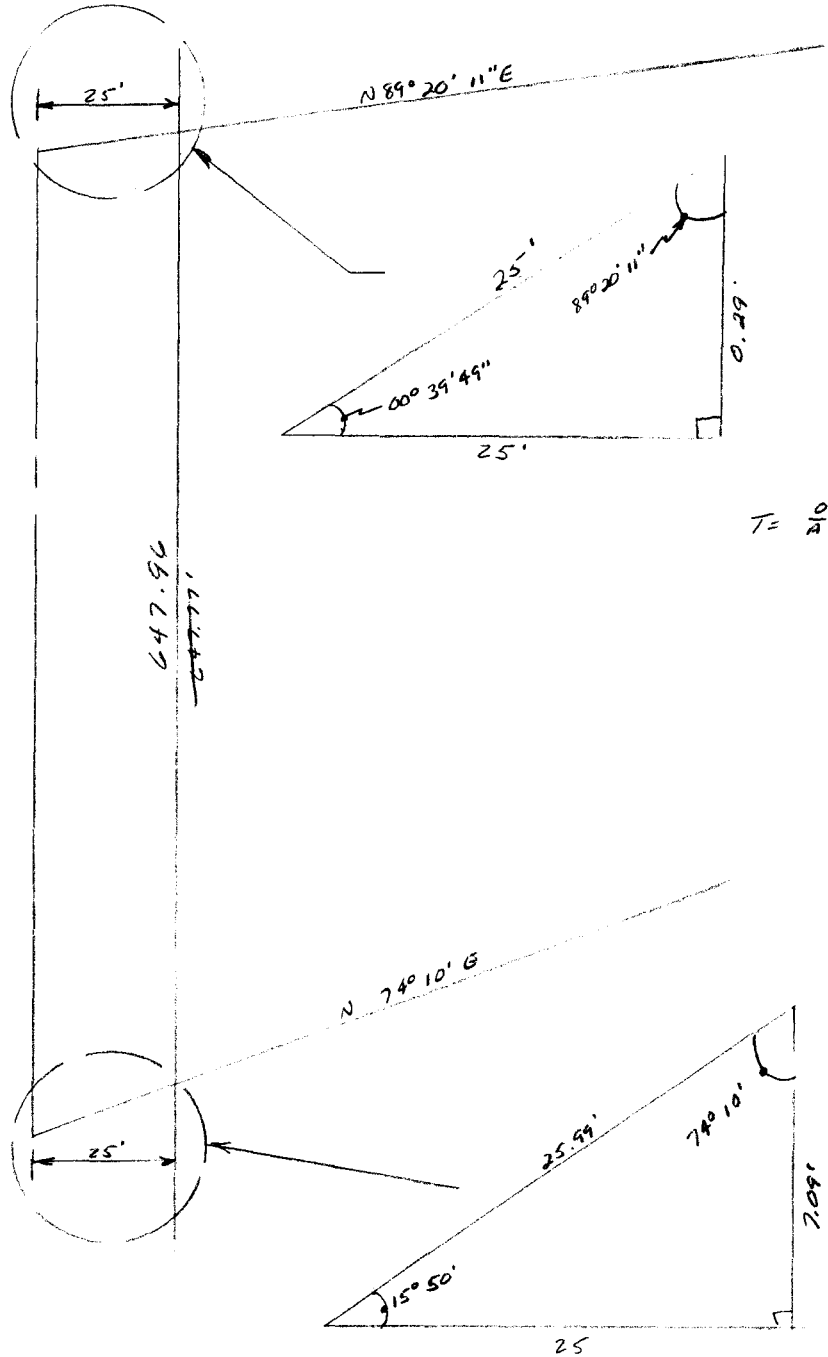


CITY OF GRAND JUNCTION
 DEPARTMENT OF PUBLIC WORKS AND UTILITIES
 ENGINEERING DIVISION



PROJECT: _____
 SUBJECT: _____

DATE _____ BY _____ : FILE NO. _____ : SHEET _____ OF _____



- 0.07
 + 0.149
 S 74° 10' W 49.50

Wilson Ranch Planned Development
File History (Not intended to be a complete history)

County Files

191-79	Rezone AFT to PR 4.4
25-83	Filing 1 (2 files)
31-91	Variance - setback

City Files

58-91	Annexation
36-92	Filing #4 & Annexation
PP-96-130	Townhomes Filing 1 (preliminary - administrative review)
FP-96-160	Townhomes Filing 1 (final plat & plan & G 1/2 Road vacation)