

Table of Contents

File 1993-0141

Name: Saccomanno Annexation – W. of 26 ½ Road & S. of H ¾ Road

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, items are found on the list but are not present in the scanned electronic development file because they are already scanned elsewhere on the system. These scanned documents are denoted with (**) and will be found on the ISYS query system in their designated categories.</p> <p>Documents specific to certain files, not found in the standard checklist materials, are listed at the bottom of the page. Remaining items, (not selected for scanning), will be listed and marked present. This index can serve as a quick guide for the contents of each file.</p>
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X	X	Table of Contents
		*Review Sheet Summary
X	X	*Application form
		Review Sheets
		Receipts for fees paid for anything
		*Submittal checklist
		*General project report
		Reduced copy of final plans or drawings
		Reduction of assessor's map.
		Evidence of title, deeds, easements
		*Mailing list to adjacent property owners
		Public notice cards
		Record of certified mail
		Legal description
		Appraisal of raw land
		Reduction of any maps–final copy
		*Final reports for drainage and soils (geotechnical reports)
		Other bound or non-bound reports
		Traffic studies
		*Review Comments
		*Petitioner's response to comments
		*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions

DOCUMENT DESCRIPTION:

X	X	Correspondence			
X	X	Saccomanno Girls Trust Annexation Agreement - **			
X	X	Power of Attorney–Bk 2093 / Pg 796 - **- to City Clerk for scanning			
X	X	Petition for Annexation			
X	X	Protest letters			
X	X	Petition for Annexation–not signed			
X		Financing Statement–Bk 1912 / Pg 221- City not involved			
X		Special Warranty Deed - - Bk 1769 / Pg 959 not conveyed to City			
X		Special Warranty Deed–Bk 1769 / Pg 963-not conveyed toCity			
X		Special Warranty Deed–Bk 1559 / Pg 707-not conveyed toCity			
X		Special Warranty Deed–Bk 1559 / Pg 711-not conveyed to City			
X		Special Warranty Deed–Bk 1559/Pg 709-not conveyed to City			
X		Warranty Deed–Bk 1005/Pg 839-not conveyed to City			
X		Warranty Deed-Bk 1009/Pg115-not conveyed to City			

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 ATTACHED

As ground therefore, 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, Sections 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 limit lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of one hundred per cent of the area of such territory to be annexed, exclusive of streets and alleys; 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.

S2NW4 + N2SW4 SEC 26 1N 1W EXC N 40FT OF SE4NW4 + EXC E 30FT OF SE4NW4
+ OF NE4NE4SW4 + EXC E 40FT OF SE4NE4SW4 SEC 26 EXC BEG 188FT W OF NE
COR SE4NW4 W 1043.6FT S 248.7FT E 1043.6FT N TO BEG.

Sacomanno Girls Trust
NAME

860 26 1/2 Road, GJ, CO
ADDRESS

Carol Ann Murphy
Jenna Marie Watson
Linda Marie Seidaw
Signature

October 5, 1993
DATE

TO SACCOMANNO Annex. file
(on west of 26 1/2 Rd, N. of H Rd)

October 26, 1993

Larry Timm, Director
Community Development
City of Grand Junction
250 N 5th
Grand Junction, CO 81501

Dear Mr. Timm:

We request that the zoning of the 156 acres south of H and 3/4 road between 7th and 1st streets be zoned to RSF4 as part of the annexation to the City of Grand Junction.

My reasoning for the above request is that it will be easier to change from RSF4 to RSF1, than to change from RSF1 to ~~RSF4~~ at the time of development.

RSF2 by 2/1

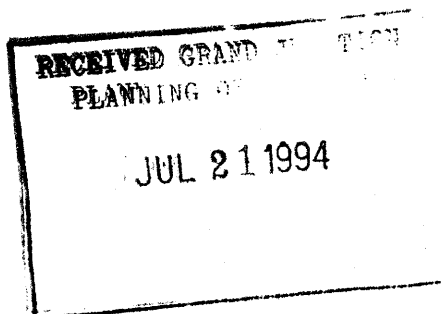
It will be impossible for all of us to attend your meeting on November 2, 1993. We would appreciate your help very much.

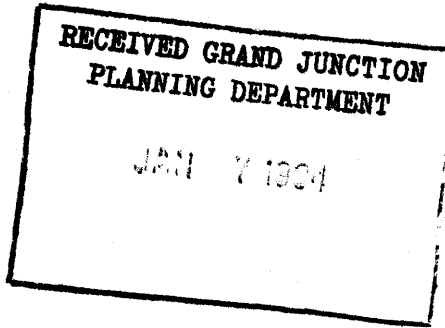
Sincerely yours,

Mrs. Carol Murphy (Mrs. Robert Murphy)
Mrs. Carol Murphy
(*Mrs. Robert Murphy*)

Mrs. Lenna Watson (Mrs. Steve Watson)
Mrs. Lenna Watson (Mrs. Steve Watson)

Mrs. Linda Siedow (Mrs. Steve Siedow)
Mrs. Linda Siedow (Mrs. Steve Siedow)





847 26 Road
Grand Junction, CO 81506
January 5, 1993

City Council
City of Grand Junction
Grand Junction, CO 81501

Dear Council Members:

I am writing in regard to the proposed annexation of a parcel of land north of the city. This property, known as "Saccamanno Farm" is bounded by 26 Road, H 3/4 Road, and 26 1/2 Road on the west, north, and east, respectively and consists of approximately 110 acres.

We are adjacent landowners and have lived here for over nine years. This area was chosen for its rural characteristics which allow for the lifestyle and vocation in which we operate. We have a bona fide agricultural operation, producing pasture and registered Quarter Horses. We also believe that encroachment by subdivisions of greater density than currently exist in the area would be detrimental to the area and entirely unacceptable.

Numerous municipal areas, such as Boulder, Fort Collins, Colorado Springs and others have demonstrated the need to maintain open and less-densely populated areas within and near the city. Grand Junction also needs to such buffer areas. Urban sprawl has been shown to be extremely harmful, not only to the agricultural sectors of communities, but to the overall composition of land patterns and economics.

The immediate proximity is zoned AFT and is currently comprised of parcels predominately five-acres or more in size. Any provision for a drastic change in parcel size or dwelling density would alter the very nature of the area.

For the reasons stated, we are absolutely opposed to annexation of the aforementioned property or any other similar parcels in the area. Thank you for your consideration of the these comments. We would appreciate a response at your earliest opportunity.

Sincerely,

Dr. and Mrs. Richard A. Moran

10 January, 1994
877 26 Road
Grand Junction, Co.
81506

Mayor Reford Theobald and
Members of City Council,
City of Grand Junction

Subject: Petition for Annexation, Saccomanno Girls Trust.

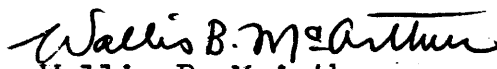
We are long time landowners living adjacent to the Saccomanno farm. We would strongly oppose consideration of the subject property for City annexation for the purpose of a housing subdivision.

To consider the area for annexation to the City as a housing area would create unprecedented traffic problems. Housing saturation of the area would necessitate upgrading roads to handle increased traffic flow. This would require widening either 1st or 7th street to a 4-lane road to handle estimated traffic flows from the H Road area southward to the business area of the City.

We recommend if the property is considered for annexation, it be acquired and retained by the City as open space and wildlife habitat. This would be a jewel in the orderly growth of Grand Junction. It is the largest area still available to City residents for this purpose. Open space and wildlife habitat is the highest and best use of the property and can be enjoyed by present and future residents of the City.

We respectfully request these points be considered in review and decisions regarding this property.

Thank you,


Wallis B. McArthur


and Toka McArthur

CC:

Mark Achen, City Manager

Dan Wilson, City Attorney

Larry Timm, Community Development Director ✓

Ron Halsey, Chairman, City Planning Commission

Mesa County Commissioners

W.A. Scott

Sherwood Investment Company

833 26th Road
Grand Junction, CO 81506

Norman E. Sherwood
Mary N. Sherwood

(303) 241-2016

January 10, 1994

Grand Junction City Council, Richard Theobald, Mayor
250 North 5th.
Grand Junction, Co. 81501

Dear Mr. Mayor and Councilpersons:

The purpose of this letter is to express our concern regarding the proposed annexation of the Saccomanno farm. This farm is bounded on the west by 26 Road, the east by 26 1/2 Road, the north by H 3/4 Road and to the south by Leech Creek. My wife and I are adjoining property owners. We own 18+ acres and we have a established agricultural use on the property. We feel quite strongly that annexation of such a large undeveloped agricultural parcel would not only go against the intent of the Appleton Plan but would open the door for future development under the City zoning ordinance. Many of us living in this area have a sizable investment in a relatively rural lifestyle that we desire to continue.

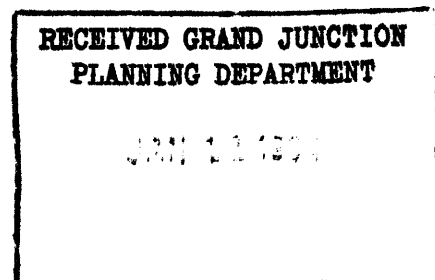
As a result of the above mentioned concerns both my wife and I would like to go on record as strongly objecting to the PETITION FOR ANNEXATION and the statement by the Petitioners that reads as follows: "...the petitioners respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable." Necessary and desirable certainly seem to be inappropriate words considering the present use, the surrounding area and the concern of the neighbors.

Sincerely,

Norman E. Sherwood
Norman E. Sherwood

Mary N. Sherwood
Mary N. Sherwood

c: City Planning Dept. ✓
City Attorney
Mesa County Commissioners
Dr. Geno Saccomanno



*AMERICAN BOARD OF
ALLERGY AND IMMUNOLOGY

Allergy & Asthma Clinic of Western Colorado, P.C.

WILLIAM A. SCOTT, M.D.*

TONI M. DAVISON, P.A.-C

1120 Wellington Avenue

Grand Junction, Colorado 81501-8189

(303) 241-0170 1-800-247-2360 FAX (303) 241-2035

RECEIVED PERMITS SECTION
GRAND JUNCTION
PLANNING DEPARTMENT

JAN 14 1994

January 13, 1994

Grand Junction City Planning Department
250 North 5th Street
Grand Junction, CO 81501

Dear City Planning Department:

We have heard the City plans to annex the large Saccomanno farm at some point in the future. This is bounded on the west by 26 Road, the east by 26 1/2 Road, the north by H 3/4 Road and to the south by Leech Creek. It is our understanding the Saccomanno's group has asked for the farm to be annexed and are requesting RSF-4 zoning. Our concern is both with the annexation and the proposed RSF-4 zoning density. Cities annex in order to grow larger, and it is obvious dense zoning is to the advantage of the city economically. We are opposed to annexation because we fear dense zoning will come with this annexation.

We would strongly recommend a zoning that would be in context with the rural neighborhood and the County's Appleton Plan. One house per five to ten acres is about as dense a housing as we feel the neighborhood could withstand without significant loss of quality of life and loss of land values to adjacent land owners.

We are adjacent landowners to the large Saccomanno farm on nine acres. A zoning request for RSF-4 represents four houses per acre, and with a 110-acre farm we would be looking at 440 houses across the street from us. The neighborhood generally has houses sitting on 5-20 acre lots. To have this much population density would obviously reduce the quality of life. We are told by City

Grand Junction City Planning Department
January 13, 1994
Page 2

Planning that one house represents about 10 automobile trips per day up and down 26 or 26 1/2 Road, both of which are already very busy streets. The noise and safety hazard to children and pets would simply be unacceptable. Many of us bike, jog and walk those roads for exercise, which we obviously no longer could do.

We have all moved to this rural area and to this area of the Grand Valley because of its beauty, rural nature and lack of congestion. We have worked hard for our quality of life here that we enjoy very much.

In summary, as an adjacent landowner to the Saccomanno farm, we would strongly recommend the Mayor, City Council, City Planning Department and City Attorney not accept the Power of Attorney for possible future annexation of the Saccomanno farm. If the City, however, decides to go ahead and annex the farm, a housing density no greater than one house per five or ten acres would be reasonable.

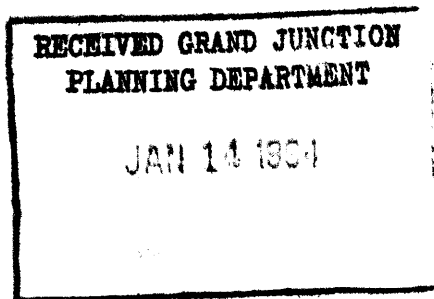
Sincerely,



William A. Scott, M.D.



Carol B. Scott
823 26 Road
Grand Junction, CO 81506
Phone: 241-0170



January 13, 1994

Karl Metzger
City Planning Dept.
250 North 7th St.
Grand Junction, CO 81501

Dear Mr. Wilson:

Recent information has come to my wife and myself that a petition exists proposing to annex a portion of ground bounded by 26 Road, 26 1/2 Road, Leech Creek, and H 3/4 Road.

This parcel of ground has long been AFT and a high producing, working farm acreage.

As an adjacent land owner I can see no real benefit to the City of Grand Junction annexing this parcel of ground.

We were recently annexed into the City and understand the benefits of City utilities. However there are no houses to be served by City facilities in this area, and the expense to the city would be considerable to maintain the parcel.

Please do not consider annexing this parcel of ground into the City of Grand Junction.

Sincerely,

A handwritten signature in black ink, appearing to read "W. A. Pitts". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

William A. Pitts
2626 H Road
Grand Junction, CO 81506

To: MarkA,DanW
Cc: LarryT,DavidT
From: Karl Metzner
Subject: Saccommanno deadline
Date: 1/17/94 Time: 9:10a

The expiration date on the Saccommanno annexation petition is April 5, 1994.
If the petition has not been submitted to the Council by that date it will
no longer be valid.

806 26 Road
Grand Junction, CO 81506
January 17, 1994

Grand Junction City Council
250 N. 5th Street
Grand Junction, CO 81501

Dear Sirs:

It has recently come to our attention that the owners of the large Saccamanno farm between 26 and 26 1/2 Road are petitioning the City Council to annex this piece of property into the city limits. As residents of this neighborhood, we would like to protest this annexation.

Most of the residents in this area purchased their homes because of the rural atmosphere and low population density. We strongly supported the recent move by the County Planning Commission to limit growth in this area to homes with a minimum of five acres. Property values of our homes in this area would be significantly downgraded by allowing development of a higher population density. Our concern is that annexation by the city would result in a subdivision similar to Paradise Hills with a marked impact on our property values and lifestyle.

A large subdivision in this area would markedly increase traffic up and down 26 and 26 1/2 Roads. The increased noise and pollution would be unacceptable. The safety problems for our children would be unacceptable. The increased hazards of using our streets would be unacceptable.

Our family moved to this area fourteen years ago because of its pastoral farm and ranch atmosphere. We made a conscious choice not to live in the city. We protest the threat of our neighborhood being altered by the request for this annexation.

Sincerely,

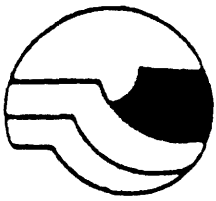
Fred Barbero
Carol Barbero
Robbie Barbero
Cris Barbero

Fred and Carol Barbero
Robbie and Cris Barbero

cc: Grand Junction Mayor
City Planning Department
City Attorney
Mr. R.T. Mantlo

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT

JAN 20 1994



Mesa County, Colorado
BOARD OF COUNTY COMMISSIONERS

District 1 - John R. Crouch (303) 244-1605
District 2 - Jim Spehar (303) 244-1604
District 3 - Doralyn B. Genova (303) 244-1606

P.O. Box 20000 • 750 Main Street • Grand Junction, Colorado 81502-5010 • FAX (303) 244-1639

January 19, 1994

William A. Pitts
2626 H Road
Grand Junction, Colorado 81506

Dear Mr. Pitts:

Thank you for your letter received January 19, 1994 regarding the City of Grand Junction's proposed annexation. While the Mesa County Board of Commissioners may require certain procedural considerations in an annexation, we are unable to overrule an annexation by a municipality.

We appreciate and respect your comments and would encourage you to share your concerns with the City of Grand Junction.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Crouch".

John Crouch
Chairman

cc: Larry Timm, Community Development Director, City of Grand Junction



City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (303) 244-1599

January 18, 1994

Glenn R. and Cynthia S. L. Kempers
819 26 1/2 Road
Grand Junction, CO 81506

Dear Dr. and Mrs. Kempers:

Thank you for your inquiry regarding the property known as the Saccomanno Girls Trust, approximately 110 acres located between 26 and 26.5 Roads north of Leech Creek.

The City has obtained authority to annex this property, since its owners eventually hope to develop it. However, the City has no immediate plans to annex the property nor intent to encourage its development. We do expect this land will eventually become part of the City if development does occur.

We understand your concerns about urban development in this area and share your concern for orderly growth. Development can occur whether or not it is in the City. Many urban density developments that ultimately become the City's responsibility have been approved by Mesa County without adequate infrastructure. Paradise Hills in this same area is an example.

Unfortunately we have no control over growth that occurs outside our boundaries even though it significantly impacts the City. Most of such growth travels City streets, requires City fire and emergency medical services, relies upon City police for response back-up, and uses City parks and sewer.

For that reason we are attempting to obtain authority over transitional areas in which growth is expected or possible, so that we may determine the appropriate level of growth and assure adequate infrastructure. Let me emphasize that annexation and development frequently do not coincide. Too often in the past our annexation has only been possible after development has already occurred. We much prefer to have jurisdiction should development be proposed in an area we plan to annex or that will impact us.

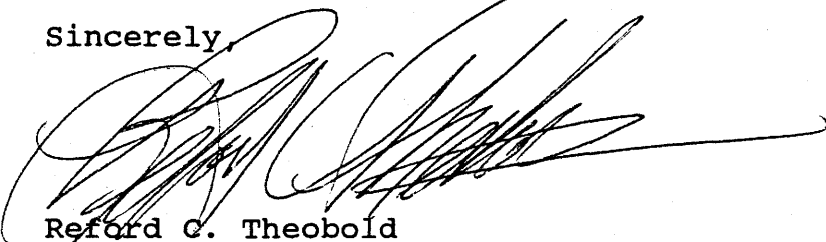
If and when the owners of this property apply for development, the City will notify neighbors and provide them an opportunity to comment.

SACCAMONO GIRLS TRUST ANNEXATION
JANUARY 18, 1994
PAGE 2 OF 2

In the meantime both the City and County expect to begin land use planning studies of the Valley this summer. These will grapple with the issue of what level of growth is appropriate for various areas of the Valley. We encourage your participation in these planning efforts.

Thank you for taking the time to share your thoughts.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Reford C. Theobald', written over the word 'Sincerely,'.

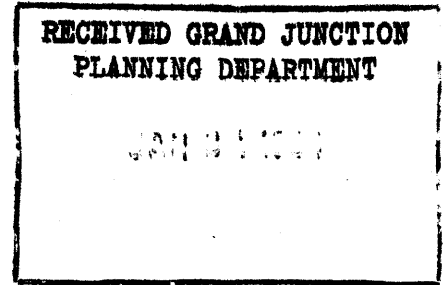
Reford C. Theobald
Mayor

c: Dr. Geno Saccamano (attachments)
City Council Members

bc: Mark Achen
Larry Timm
Dave Varley

Larry Timm - Conn. Rev.

MEMORANDUM



TO: CITY COUNCIL
FROM: CONNIE LORENTZEN
DATE: JANUARY 21, 1994
RE: SACCOMANNO GIRLS TRUST - PROPERTY

The attached letter dealing with the Saccomanno Property has been mailed to the following in response to their letters to the City:

Dr. William A. & Carol B. Scott
823 26 Road
GJ, CO 81506

**{I mailed Geno Saccomanno
copies of the letters
from these individuals
along with a copy of
Reford's response}**

Robert V. and Beverly A. Bruce
2621 H. Road
GJ, CO 81506

Denzel F. and Barbara Hartshorn
818 26 Road
GJ, CO 81506

William A. Pitts
2626 H. Road
GJ, CO 81506

Wallis B. and Toka McArthur
877 26 Road
GJ, CO 81506

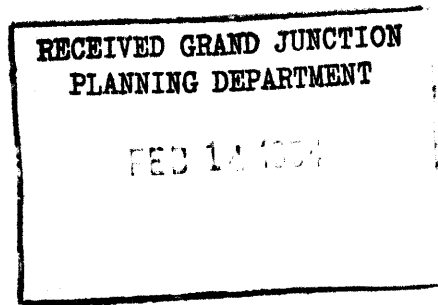
Dr. and Mrs. Richard A. Moran
847 26 Road
GJ, CO 81506

Norman E. and Mary N. Sherwood
833 26 Road
GJ, CO 81506

Rags and Jean Gauley
827 26 Road
GJ, CO 81506

Fred and Carol Barbero
806 26 Road
GJ, CO 81506

Glenn R. and Cynthia S. L. Kempers
819 26 1/2 Road
GJ, CO 81506



Fred and Claudia Murphy
1103 Lockwood Court
Warwick, RI 02886

Mayor Reford Theobold
Members of the City Council
City of Grand Junction

February 7, 1994

Dear Mayor Theobold and Members of the City Council,

My name is Fred Murphy. My wife, Claudia, and I own a four-acre home site at the corner of H $\frac{3}{4}$ and 26 Roads. This is directly across the road from the 110-acre farm owned by the Saccomanno Girls Trust.

As of February 1st of this year, it has come to our attention that the Saccomannos have petitioned the Grand Junction City Council to annex the Saccomanno farm for the purpose of housing subdivision. It is our understanding that such an annexation would allow the Saccomannos to develop the property in $\frac{1}{4}$ -acre parcels. The result would be a development of 440 homes.

The purpose of this letter is to inform you of our implacable opposition to any such scale of development. It is easy to understand the Saccomanno's desire for maximum personal gain. However, it is clear that development in such density would destroy the area's natural beauty and the community's rural character and value. In fact, the petition is one of maximum development for maximum profit without respect for the beauty of the site or the rights of the current community.

It is clear to anyone that putting 440 houses on the Saccomanno farm congests the area, destroys its character, and degrades its physical beauty. This isn't a petition for subdivision of property. This is a petition to despoil a community. If there was ever a plan for unbridled development, the Saccomanno annexation would have to qualify.

It is the opinion of my wife and myself that the City Council must oppose developments that hurt Grand Junction and the qualities of life that prevail in Grand Junction. The Saccomanno petition is a request for rapacious development for the benefit of a few. It should be rejected because it would create ugliness and congestion and a substantial demand for resources. It would irrevocably mar the attractiveness of the physical landscape and serenity of the existing community.

If the Saccomanno farm is to be developed, it should be developed with complete respect both for the lovely acreage that it is and for the role it plays in Grand Junction's heritage and way of life. It is our understanding that most of the available land in the vicinity of our property is subject to a four-acre minimum lot requirement. This minimum acreage provides some measure toward sensible development and recognizes that all residents of the area desire that the pace and quality of their lives be respected.

Better still, the Saccomanno farm would be a lasting resource for Grand Junction if it could be acquired as park or recreation land. The County of Grand Mesa has designated the farm as prime agricultural land. History shows abundantly that when communities face the pressures of growth, it is exactly such land that must be nurtured and protected. We understand that a comprehensive growth plan, called the Appleton Plan, exists for Grand Junction. From what we have heard, the coarse over-development inherent in the Saccomanno annexation request directly contradicts the values and goals of the Appleton Plan.

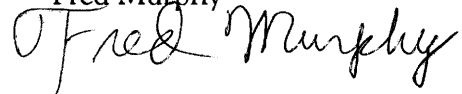
We request that the City Council refuse the Saccomanno daughter's request for the annexation of their farm. The Saccomanno petition is environmentally, economically, and socially irresponsible. The request is so clearly against the best interests of current property owners in the area and of the City of Grand Junction that it does not merit approval.

We believe that the Saccomanno farm must be developed with a plan that contributes to the value of life in the area instead of simply marketing every available $\frac{1}{4}$ -acre parcel for private enrichment.

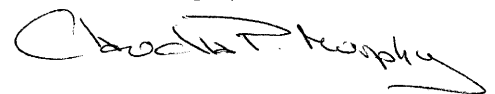
My wife and myself maintain a keen interest in Grand Junction's political and social priorities. We hope that you will agree us and with our neighbors in the community when we insist that the Saccomanno annexation request represents a patently offensive and injurious use of the property. Rest assured that we oppose and will continue to oppose with the greatest possible vigor any proposals that would destroy the area by completely saturating it with houses.

Sincerely,

Fred Murphy



Claudia Murphy



cc:

Mark Achen, City Manager

Dan Wilson, City Attorney

Larry Timm, Community Development Director

Ron Halsey, Chairman, City Planning Commission

W.A. Scott

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT
JUL 27 1994



26 July 1994

Dr. Geno Saccomanno
2635 N. 7th Street
Grand Junction, CO 81501

City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (303) 244-1599

HAND DELIVER-PERSONAL AND CONFIDENTIAL

Dear Dr. Saccomanno,

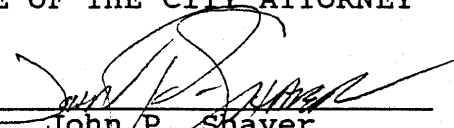
This letter will confirm our conversation of yesterday afternoon regarding the enclosed annexation agreement and power of attorney for annexation of property owned by the Saccomanno Girls Trust.

In that conversation we discussed the fact that the annexation agreement cannot guarantee either zoning of the property nor can it guarantee that neighborhood opposition may not organize and challenge the annexation. As we discussed, there are specific requirements in both the state statutes and the City Charter regarding challenges to annexations and ordinances and as such there is always the possibility of a challenge. To alleviate your concern about proceeding with the annexation of the Saccomanno Girls Trust property to the City without having a guaranteed zoning, the Community Development Department has agreed to process the annexation and zoning of the property concurrently. Also as we discussed, the proposed zoning will allow not more than two units per acre. Please see paragraph 9 of the proposed agreement.

The City anticipates that the formal annexation process will begin before years end and will be completed by no later than June of 1995. This schedule will depend in large part on what if any opposition to annexation is encountered during the process.

It was my pleasure to speak with you on this matter. Should you or Mr. Watson have further questions or if I may be of assistance to you, please do not hesitate to call.

OFFICE OF THE CITY ATTORNEY

by: 
John P. Shaver
Assistant City Attorney
250 N. 5th Street
Grand Junction, CO 81501
(303) 244-1501

pc: Honorable R.T. Mantlo, Mayor
Mr. Mark Achen, City Manager
Mr. Larry Timm, Director of Community Development ✓

**SACCOMANNO GIRLS TRUST
ANNEXATION AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 1994, by and between Saccomanno Girls Trust, 860 26½ Road, Grand Junction, CO, 81506 ("Developer"), and the City of Grand Junction, a municipal corporation, State of Colorado, 250 N. 5th Street, Grand Junction, CO 81501, hereinafter referred to as "CITY".

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

1. Developer represents that it is the owner of the property described below (the "Property") and that it has the authority to enter into this agreement on the terms and conditions set forth. If Developer needs to obtain the consent or agreement of another party or parties in order to effectuate this agreement, Developer agrees to do so.

The legal description of the Property is:

The following described real property situate in the West Half of Section 26, Township 1 North Range 1 West of the Ute Meridian, County of Mesa, State of Colorado:

The South Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$), and the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$), EXCEPTING THEREFROM the North 40 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), AND ALSO EXCEPT the East 30 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), AND ALSO EXCEPT the East 30 feet of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), AND ALSO EXCEPT the East 40 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), AND ALSO EXCEPT the following described real property: Beginning at a point which bears N 89°52' W a distance of 188 feet from the Northeast Corner of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of said Section 26, thence N 89°52' W a distance of 1043.6 feet, thence South a distance of 248.7 feet, thence S 89°52' E a distance of 1043.6 feet, thence North a distance of 248.7 feet to the Point of Beginning.

City has agreed to consider annexing the Property into the City. The timing of the City's actions to annex the Property is solely as determined by the City. If the City determines to annex all or a portion of the Property, the City may do so in

conjunction with other properties in the area in order that the City may maximize the extent of territory annexed. The property described herein may be annexed to the City of Grand Junction in part or parts, at any time. Consent is hereby given to annex portions of tracts and parcels even if the annexation has the effect of dividing tracts or parcels into separate parts or parcels.

3. This agreement may be recorded with the Clerk and Recorder in Mesa County, Colorado, and if recorded 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.

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 or charge which is of uniform or general application, or necessary for the protection or promotion of the public health or welfare.

5. If any annexation of the property or any portion thereof is challenged by a referendum or an initiative, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the election. If the final judgment of a court of competent jurisdiction orders the disconnection of all or any portion of the property from the City, then, at the election of the City, this Agreement and all provisions contained herein shall be null and void and of no further effect. If such final judgment does not require the disconnection of all or a portion of the Property from the City, then Developer and City shall continue to be bound by all the terms and provisions of this Agreement.

6. In the event that any annexation of the property or any portion thereof is voided by final action of any court (such action not being associated with a referendum or initiative election), Developer shall cooperate, if requested by the City, to cure the legal defect which resulted in disconnection of the property, and upon such cure this Agreement shall be deemed to be, in part, an agreement to annex the property to City pursuant to § 31-12-121, C.R.S. and the terms of this agreement shall be binding on the parties. Developer shall reapply for annexation, or the City may sign, as Developer's attorney-in-fact, a petition to annex, 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 the Courts held to be illegal or in conflict with any law of the

State of Colorado, the validity of 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 or invalid.

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. In the event the Property or any portion thereof is disconnected at Developer's request, this agreement shall be void and of no further force and effect as to any portion of the Property, and any zoning which has been applied to the Property shall revert to the zoning which applied prior to annexation to the City.

9. The Developer has proposed that the City adopt, in accordance with the provisions of the Zoning and Development Code of the City, zoning which results in a density of not more than two units per acre for the Property. The Developer may request such zoning at the discretion of the Developer. If the City Council does not adopt zoning for the Property substantially as provided herein, this agreement may be terminated at the option of the Developer if Developer gives written notice of such termination within 30 calendar days of the Council's adoption of a zoning which is substantially different for the Property and the Council does not, within said thirty day period, adopt or re-adopt zoning substantially as provided herein.

10. Developer shall, contemporaneously herewith, execute a power of attorney for the purpose of annexing the Property to the City which shall terminate upon termination of this Agreement. A copy of the power of attorney is attached hereto and labelled Exhibit "Saccomanno Girls Trust Power of Attorney." At such times as the City deems necessary, 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 the Property. The City may annex all or a portion of the Property in conjunction with other properties so as to maximize the annexation efforts of the City, as determined by the City.

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

12. The Developer's remedies, upon non-performance by the City pursuant to this Agreement, are limited to the following: 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.

In the event a default is not timely corrected, the Developer has the right to sue for specific performance, however, in no event shall the City be liable for any damages whether indirect, special or consequential. Each party agrees to pay its own attorney's fees in such event, unless otherwise provided by law.

13. This agreement constitutes the entire agreement of the parties and supersedes any prior discussions, agreements or negotiations.

14. Notice pursuant to this agreement shall be given by certified mail to the address listed above the signature lines 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

By: _____

Stephanie Nye
City Clerk

Mark K. Achen
City Manager

Attest:

SACCOMANNO GIRLS TRUST
860 26½ Road
Grand Junction, CO
81506

By: _____

Carol Ann Murphy

Lenna Marie Watson

Linda Marie Siedow

**SACCOMANNO GIRLS TRUST
POWER OF ATTORNEY**

BE IT KNOWN, that we, as owners of the real property situate in Mesa County, Colorado, and described as:

The following described real property situate in the West Half of Section 26, Township 1 North Range 1 West of the Ute Meridian, County of Mesa, State of Colorado:

The South Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$), and the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$),
EXCEPTING THEREFROM the North 40 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$),
AND ALSO EXCEPT the East 30 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$),
AND ALSO EXCEPT the East 30 feet of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$),
AND ALSO EXCEPT the East 40 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$),
AND ALSO EXCEPT the following described real property: Beginning at a point which bears $N 89^{\circ}52' W$ a distance of 188 feet from the Northeast Corner of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of said Section 26, thence $N 89^{\circ}52' W$ a distance of 1043.6 feet, thence South a distance of 248.7 feet, thence $S 89^{\circ}52' E$ a distance of 1043.6 feet, thence North a distance of 248.7 feet to the Point of Beginning.

do hereby designate and appoint the City Clerk of the City of Grand Junction as our Attorney in Fact granting said City Clerk full power and authority for us and in our stead to: sign such documents and instruments as are necessary to cause the above described land(s) to be annexed to the City of Grand Junction; and to sign any petition(s) for annexation of the described land(s) to the City, when eligible; and to do and perform any and all acts which the said City Clerk shall deem necessary, convenient, or expedient to accomplish said annexation, as fully as we might do if personally present.

The property described herein may be annexed to the City of Grand Junction in part or parts, at any time. Consent is hereby given to annex portion of tracts and parcels even if the annexation has the effect of dividing tracts or parcels into separate parts or parcels.

The authority granted by this instrument shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon our death or the dissolution of partnership, corporation or other form of association which may hold title or claim an interest to the property described herein.

As a further covenant to run with the land, we agree that in the event a counter-petition to a proposed annexation of the land is prepared, any signature on such petition purporting to affect the land herein described may be ignored as of no force and effect by the City under annexation requirements.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day
of _____, 1994.

Carol Ann Murphy

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day
of _____, 19 ____ by _____

WITNESS my hand and official seal:

Notary Public

My Commission expires:

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day
of _____, 1994.

Lenna Marie Watson

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day
of _____, 19 ____ by _____

WITNESS my hand and official seal:

Notary Public

My Commission expires:

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day
of _____, 1994.

Linda Marie Siedow

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day
of _____, 19 ____ by _____

WITNESS my hand and official seal:

Notary Public

My Commission expires: