

2517 S. BROADWAY

BOOK 1261 PAGE 799

STATE OF COLORADO, COUNTY OF MESA

JUN 13 1980

RECORDED AT 2:55 O'CLOCK P.M.

RECEPTION NO. 1226432

EARL C. JEWELL, RECORDER POWER OF ATTORNEY AND

SEWERAGE SERVICE AGREEMENT

WE, (I), Robert M. & Lana L. Turrou owner(s) of the real property situate in Mesa County, Colorado, and described as:

FR SW COR SEC 15 IS 1W N 76DEGO4MIN E 940FT N 59DEG57MIN E71. 2FT for BEG N 59DEG57MIN E 298.8FT N 54DEG28MIN W 130.67FT S 38DEG48MIN W 250 FT M-L SELY 30FT M L to BEG EXC BEG N 76DEGO 4MIN E 940FT FR SW COR N 40DEG31MIN E 46.2FT S 19DEGO8MIN E 15.85FT S 60DEGO9MIN W 40.7FT to BEG + EXC AS RECD BK 901 PG 632 MESA CO CLK, Known as 2517 Monument/Road. (2945-153-00-046) South Broadway

which property is not presently eligible for annexation to the City of Grand Junction, but requires connection of the property to the City's sewerage system.

As consideration for permission to connect to such system, we (I) do hereby designate and appoint the City Clerk of the City of Grand Junction, as our Attorney in fact to sign any petition for annexation, when eligible, of the described land to the City, whether for the described land alone or in conjunction with other lands. Such authority shall be a covenant running with the land, shall be binding upon our successors in interest and shall not cease upon the death of either or both of us.

As a further covenant to run with the land, we (I) agree that in the event a counter-petition to the 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 its annexation requirements.

As a further covenant running with the land, it is understood that the City shall have the right, along with suit for collection of monies owing, to shut off sewerage service for failure to pay charges when the same are due, requiring payment for all costs, plus penalties, of such shutting off and opening before service will be resumed; and, in addition, such charges shall constitute a lien against the property enforceable by appropriate action.

IN WITNESS WHEREOF, we (I) have hereunto set our (my) hand(s) and seal(s) this 29th day of May, 1978.

Robert M. Turrou Lana L. Turrou

STATE OF COLORADO) COUNTY OF MESA) ss

The foregoing instrument was acknowledged before me this 29th day of May, 1978 by Robert M. Turrou

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POWER OF ATTORNEY AND
SEWERAGE SERVICE AGREEMENT

WE, (I), Robert & Lana Turrou
owner(s) of the real property situate in Mesa County, Colorado,
and described as: 2517 South Broadway 2945 15300046

which property is not presently eligible for annexation to the City of Grand Junction, but requires connection of the property to the City's sewerage system, as consideration for permission to connect to such system, do hereby designate and appoint the City Clerk of the City of Grand Junction as our Attorney in Fact to sign any petition for annexation of the described land to the City, when eligible, whether for the described land alone or in conjunction with other lands. Such authority shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon my death (the death of either or both of us).

As a further covenant to run with the land, we (I) 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.

Further, the then owner or owners of this land or any portion of it shall not be permitted to vote in any annexation election but such vote may be cast by the City Clerk.

As a further covenant running with the land, it is understood that the City shall have the right, along with suit for collection of monies owing, to shut off sewerage service for failure to pay charges when the same are due, requiring payment for all costs, plus penalties, of such shutting off and opening before service will be resumed; and, in addition, such charges shall constitute a lien against the property enforceable by appropriate action.

IN WITNESS WHEREOF, we (I) have hereunto set our (my) hand(s) and seal(s) this 3 day of December, 1985.

Lana L. Turrou
Robert A. Turrou

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 3 day of December, 1985 by Lana L. Turrou and Robert A. Turrou.

WITNESS my hand and official seal:

Theresa J. Marting
Notary Public
My Commission expires: June 13, 1987

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