

City of Grand Junction, Colorado

June 30, 1977

NOTICE OF SEWER TAP FEE DUE

With the completion of interceptor sewer line, June 10, 1977, which connects the Paradise Hills area to the City treatment facility, the former packaged treatment plant owned by the Paradise Hills Service Company has been discontinued. In accordance with a Memorandum of Agreement dated May 21, 1975, between the Paradise Hills Service Company and the City of Grand Junction, Colorado, a sewer tap fee of \$150.00 is now due and payable.

The agreement further stipulates that the standard Power of Attorney form be obtained from all users of the system who reside outside of city limits. The form provides for annexation to the city when the conditions in the power exist. Filings 1, 2 & 3 have been obtained on an individual basis while filing 4 was obtained on a blanket form for all lots. If we do not have a form on file one will be enclosed with this letter and must be completed and returned. If property is jointly owned, both parties must sign the form.

City Ordinance also requires an advance payment (deposit) of \$12.30 which is refundable on the final bill.

The current monthly billing is in the amount of \$8.00. As further information the amount of \$4.10 is retained by the City, with \$3.90 being remitted monthly to your Service Company.

Prompt remittance of the \$150.00 plant investment fee portion of the city tap fee would be appreciated.

Sincerely yours

Malcolm McGregor Utility Accounts Supervisor

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City of Grand Junction 250 N. Fifth St. Grand Junction, Colorado 81501

303/243-2633

POWER OF ATTORNEY AND SEWERAGE SERVICE AGREEMENT

WE, (I), owner(s) of the real property situate in Mesa County, Colorado, and described as:

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 convenant 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 ______ day of ______, 197____.

STATE OF COLORADO)) ss COUNTY OF MESA)

The foregoing instrument was acknowledged before me this day of ______, 197 by

WITNESS my hand and official seal:

Notary Public

My Commission expires:

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