

POWER OF ATTORNEY FOR AND AUTHORIZING THE CREATION OF A SEWER IMPROVEMENT DISTRICT

I, (we) **Brian Hodges & Theresa L. Hodges** as owners of the real property described herein,

Property Address: **2624 1/4 F 1/2 Road**
Mesa County Tax Assessor Number: **2945-022-00-072**
Legal Description:

RECEPTION #: 2583594, BK 5195
PG 389 09/02/2011 at 09:47:46 AM,
1 OF 2, R \$15.00 S \$1.00
Sheila Reiner, Mesa County, CO
CLERK AND RECORDER

A parcel of land located in the W 1/2 SE 1/4 NW 1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

Commencing at the Southwest Corner of the SE 1/4 NW 1/4 of said Section 2 and considering the South line of said SE 1/4 NW 1/4 to bear East and with all other bearings described herein being relative thereto; thence North 0°01'00" West 224.65 feet to the True Point of Beginning, thence North 90°00'00" East 353.34 feet; thence North 5°37'00" East 239.81 feet; thence North 90°00'00" West 376.88 feet; thence South 0°01'00" East 238.65 feet to the True Point of Beginning; Mesa County, Colorado.

(Property) located in the City of Grand Junction Colorado agree that, as a condition of City approval of the replacement of an individual sewage disposal system (ISDS) also known as septic tank and leach field on the Property that I (we) for ourselves, our heirs, successors and/or assigns covenant and agree that I (we) have executed this a power of attorney in favor of the City Clerk of the City of Grand Junction authorizing and permitting the City Clerk to act on behalf of us our executors or assigns to sign a petition to form a special improvement district to construct a public sewer/sewer improvement district for the benefit of and to serve the Property.

This instrument shall be recorded and shall be deemed a covenant, which binds and shall run with the land.

The requirement that I (we) connect to public sewer as of the date of this document has, with the consent of the City Manager, been deferred to such time, if any, as a sewer improvement district or equivalent legal mechanism is formed, for and benefiting the Property, described herein.

The actual cost that I (we) our heirs, successors and/or assigns shall pay will be determined in accordance with rates and policies established by the City at the time of formation of the improvement district.

I (we) our heirs, successors and/or assigns as owners of the above described real property do hereby agree to participate in an improvement district, if one is formed, for the improvement of sewer service/elimination of ISDS/septic systems, either as a larger scope of work or otherwise, to the then existing standards and do hereby designate and appoint the City Clerk of the City of Grand Junction as my (our) attorney in fact to execute any and all petitions, documents and instruments to

effectuate my (our) intention to participate in said improvement district for such purpose or to otherwise act in conformity with said general purpose and direction.

The City Clerk is empowered by me (us) to do and perform any and all acts which the City Clerk shall deem necessary, convenient or expedient to accomplish such improvements, construction or reconstruction as fully as I (we) might do if personally present.

This authority and the covenant created thereby shall be binding upon any and all successors in interest to the Property and shall not cease upon my death (the death of either or both of us) or the dissolution of marriage, partnership, corporation or other form of association which may hold title or claim an interest to the Property.

As a further covenant to run with the land, I (we) agree that in the event of a counter-petition to any proposed sewer improvement(s), improvement district, construction or reconstruction any signature on such petition purporting to affect the land herein described may be ignored and of no force and effect by the City of Grand Junction.

This power of attorney is not terminable; it shall terminate only upon the formation of an improvement district or other legal means of accomplishing the purpose described.

In witness whereof I (we) have signed executed and acknowledged this instrument this 29 day of August, 2011.

Brian Hodges
Brian Hodges

Theresa L. Hodges
Theresa L. Hodges

STATE OF Colorado
COUNTY OF Mesa

The foregoing instrument was subscribed and sworn to before me this 29th day of August, 2011.

My Commission expires 3/13/2013.

Debra M. Kemp
Notary Public

