

CITY OF GRAND JUNCTION
POWER OF ATTORNEY FOR ALLEY IMPROVEMENT

OWNERS: FAE Grand Junction, LLC

ADDRESS OF PROPERTY: 1350 North Avenue, Grand Junction, CO 81501

TAX PARCEL # 2945-123-33-001

LEGAL DESCRIPTION OF PROPERTY: See Exhibit A attached hereto.

DESCRIPTION OF ALLEY:

FAE Grand Junction, LLC, as owner(s) of the real property described above, located in the City of Grand Junction Colorado, agree that, as a condition of City approval of development of the property, the alley(s) depicted on Exhibit B which adjoin(s) the above described property is (are) required to be improved or reconstructed to City standards and specifications. The required improvement or reconstruction has, with the consent of the City Manager, been deferred to such time, if any, as an alley improvement district, or equivalent legal mechanism, is formed for that certain alley described above. The estimated cost of the alley to the owners, or their heirs, successors and assigns, in dollars is \$ 8,500. The actual share of our cost for the alley which I (we) will 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) as owners of the above described real property do hereby agree to participate in an improvement district, if one is formed, for the improvement or reconstruction of said alley(s) either as a part of 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. 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 effectuate our intention to participate in said improvement district.

This instrument is irrevocable and shall be recorded. This instrument shall be deemed to be a covenant which runs with the land subject to the termination provisions below. This authority and the covenant created thereby shall be binding upon any and all successors in interest to the above described 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 described herein.

This power of attorney shall automatically terminate only upon the formation of an improvement district as herein described, or five (5) years from the date hereof if such improvement district is not formed.

IN WITNESS WHEREOF, I (WE), have signed, executed and acknowledged this instrument on this 16TH day of AUGUST 2018.

FAE Grand Junction, LLC,
a Utah limited liability company

By: Wadsworth Hawaii, LLC

Its: Manager

By: Wadsworth & Sons II, LLC

Its: Manager

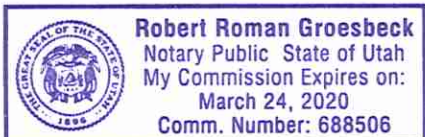
By _____

Its: CEO. STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was subscribed and sworn to before me this 16TH day of AUGUST, 2018.

My commission expires 3/24/20.



Notary Public

EXHIBIT A

Parcel 1:

Lot 1 SBUX North Avenue Subdivision, County of Mesa, State of Colorado.

EXHIBIT B

[Depiction of the Alley]

