

CITY OF GRAND JUNCTION

POWER OF ATTORNEY FOR CURB, GUTTER AND SIDEWALK IMPROVEMENT

OWNERS: William T. Marsh Linda K. Marsh

ADDRESS OF PROPERTY: 625 26 Rd

TAX PARCEL # 2945-034-00-085

LEGAL DESCRIPTION OF REAL PROPERTY: *

625 26 ROAD WHICH HAS THE LEGAL DESCRIPTION OF: S 2.25A OF SF4; NE4, SE4, SEC 3 1S 1W.

DESCRIPTION OF AREA OF CURB, GUTTER AND SIDEWALK:

FROM THE WEST PROPERTY LINE AT THE NORTHWEST CORNER OF PROPERTY FOR A DISTANCE OF APPROXIMATELY 659 FEET TO THE EAST AND A WIDTH OF 8 FEET TO THE EAST END OF PROPERT TO CONNECT WITH ANY EXISTING SIDEWALK.

I, (WE), William T. Marsh Linda K. Marsh 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, improvement, construction or reconstruction to City standards and specifications of curb, gutter and sidewalk adjoining the above described property is (are) required. The required improvement or reconstruction has, with the consent of the City Manager, been deferred to such time, if any, as an improvement district, or equivalent legal mechanism, is formed for the certain improvements described above. The estimated cost to the owners, or their heirs, successors and assigns, in 2009, dollars is \$45805.00. The actual cost 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 curb(s), gutter(s) and sidewalk(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, or to otherwise act in conformity with said general 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 or reconstruction as fully as I (we) might do if personally present.

This instrument is irrevocable and shall be recorded. This instrument shall be deemed to be a covenant which runs with the land. 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/any or both/all 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.

As a further covenant to run with the land, I (we) agree that in the event a counterpetition to any proposed improvements or improvement district 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.

This power of attorney is not terminable; it shall terminate only upon the formation of an improvement district as herein described.

IN WITNESS WHEREOF, I (WE), have signed, executed and acknowledged this instrument on this 26 day of January 2009.

William T. Marsh Linda K. Marsh

Print Name: William T. Marsh Print Name: Linda K. Marsh

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was subscribed and sworn to before me this 26th day of January 2009.

My commission expires July 31 2010.

Becky Lange
Notary Public

* If the legal description is lengthy, attach as Exhibit "A"



RECEPTION #: 2498297, BK 4891 PG 568 07/21/2009 at 03:06:36 PM, 1 OF 1, R \$5.00 S \$1.00 Janice Rich, Mesa County, CO CLERK AND RECORDER