FAU78265

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	POWER OF ATTORNEY
NAME OF GRANTOR/OWNER:	HENRY J. AND ESTHER L. FAUSSONE
SUBJECT/PROJECT:	688 26 ½ ROAD SEWERAGE SERVICE AGREEMENT
TAX PARCEL #:	2945-021-03-011
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1978
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRLAXY MM DEC 1 1978 STATE OF COLORADO. COUNTY OF MERA DEU I WET RECORDED AT C. 20 DICLOOK AM RECORDER POWER OF ATTORNEY RECORDED AT 127896 EARL STOTYER, RECORDER POWER OF ATTORNEY B70k1176 FAGE 498 SEWERAGE SERVICE AGREEMENT WE, (I), Hung Faumer Estren L treussoned owner(s) of the real property situate in Mesa County, Colorado, and described as: Lot 5 Cristing and

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, whethe 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 <u>22nd</u> day of <u>Navember</u>, 1978. lung fauson 6 Ethur . STATE OF COLORADO)) ss COUNTY OF MESA The foregoing instrument was acknowledged before me this <u>adad</u> day of <u>Journau</u>, 197<u>8</u> by <u>Henry Janasene</u> Esther L. Jaussance WITNESS my hand and official seal: Carely M D Notary Pu NJIARY Notary/ My Compission expires: Queuet 9, 1980

1405947 POWER OF ATTORNEY AND 03:34 PM NOV 22, 1985 E. SAWYER, CLKAREC MESA CTY, C SEWERAGE SERVICE AGREEMENT BOOK 1564 PAGE 851 athurs Jun ren ₩E, (I), owner(s) of the real property situate in 'esa County, Golorado, and described as: 688 262 Rd 2945 021 03 011 LOT 5 CRESTRIDGE ANNEX SEC 2 15/W

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) h and seal(s) this 2 day of 7	
	Catherine C. Busher
	/
STATE OF COLORADO)) ss:	
1 661	
COUNTY OF MESA)	
COUNTY OF MESA) The foregoing instrument was	acknowledged before me this 5 by <u>WILLIAM A. CAR.U</u> N
COUNTY OF MESA) The foregoing instrument was	5 by WILLIAM A. CARLIN
COUNTY OF MESA) The foregoing instrument was day of manager ABER, 19 8 RIAL	by WILLIAM A. CARLIN