

GNH97MSC

TYPE OF RECORD: POWER OF ATTORNEY

CATEGORY OF RECORD: PERMANENT

NAME OF AGENCY OR CONTRACTOR: GREAT NEW HOMES

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 2849 MORNINGSIDE
COURT #C LOT 28 MORINGSIDE SUB, 2943-302-56-028

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SEWER TAP AND USE AGREEMENT
APPLICATION FOR SEWER SERVICE

1806557 0316PM 07/21/97
MONIKA TODD CLK® MESA COUNTY CO

The undersigned owner, simultaneously herewith, has paid to the Orchard Mesa Sanitation District the sum of \$1,500.00 as a tap fee for sewer services at the premises commonly known as 2849 Morningside Ct #C,
Grand Junction, Colorado. Lot 28 Morningside Sub

The undersigned owner hereby requests the Orchard Mesa Sanitation District to make and install a sewer service stub and connection and to furnish sewer service at the above described premises, to be used as a single family dwelling residence.

The owner agrees to install a service line from the improvement on the above described premises to the stub or connection installed by the District, at his sole cost and expense, and to connect said property to the sewer system. The owner further agrees to pay the monthly service charges to the District, as directed, in accordance with the rates, terms, conditions, rules, and regulations of the District upon the date service is commenced or not later than 120 days subsequent to the tap agreement date. Said monthly service charge estimated at \$12.25.

Both the tap fee and the monthly service charge above set forth are based upon the present adopted rates by the Board of Directors of the Orchard Mesa Sanitation District and are subject to change or alteration.

The owner agrees to notify the District of any changes in owner's type of service supplied under this agreement. The rates chargeable shall be adjusted to the date of change in service; provided, however, the District shall not be responsible for any refund of excess charges, if any, collected prior to notice of change.

Owner, or his agent, agrees to obtain a tap-on permit from the City of Grand Junction Utility Department and to have the service line connection to the sewer of the District inspected by the City of Grand Junction before backfilling said connection, or be subject to a penalty. The District disclaims any responsibility or cost incurred in the event of sewer tap moratorium. It is further understood that no refunds will be made in the event of same.

DATE: July 9, 1997

TAP NUMBER: 4007

Great New Homes
Owner

3032 I-70 Bus loop 04
Address

[Signature]
Owner

Address

APPROVED: [Signature]

ORCHARD MESA SANITATION DISTRICT

Recorder's Note: Not An Original
Signature When Recorded

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Signature When Recorded

POWER OF ATTORNEY

(For use within the boundaries of the Orchard Mesa Sanitation District)

BE IT KNOWN, that I, as owner of the real property situate in Mesa County, Colorado, and described as: 2849 Morningside C

2943-302-54-028

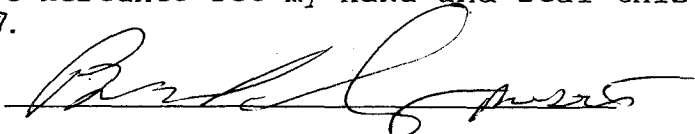
do hereby designate and appoint the City Clerk of the City of Grand Junction as my Attorney in Fact granting said City Clerk full power and authority for me and in my stead to: sign such documents and instruments as are necessary to cause the above described land(s) to be annexed to the City of Grand Junction; and to sign any petition(s) for annexation of the described land(s) to the City, when eligible; and to do and perform any and all acts which the said City Clerk shall deem necessary, convenient or expedient to accomplish said annexation, as fully as I might do if personally present.

The property described herein may be annexed to the City of Grand Junction in part or parts, at any time. Consent is hereby given to annex portion of tracts and parcels, even if the annexation has the effect of dividing tracts or parcels into separate parts or parcels.

The authority granted by this instrument shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon my death or the dissolution of partnership, corporation or other form of association which may hold title or claim an interest to the property described herein. Notwithstanding the foregoing, however, this power of attorney must be "used" on or before the last day of the sixtieth calendar month following the date of execution hereof unless litigation or other intervening force results in an annexation petition not resulting in a completed annexation (but not the failure of the City Council to approve the proposed annexation). In the event of such litigation or intervening force, the City may "use" this power of attorney for annexation by the last day of the sixth calendar month following the end of the intervening force. The City will have "used" this power of attorney for annexation if the City Clerk has referred a petition for annexation to the City Council for an area or areas which include the property described herein either singly or with other properties. If the City does not "use" this power of attorney as set forth herein, this power of attorney shall thereafter terminate.

As a further covenant to run with the land, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10 day of July, 1997.



STATE OF COLORADO)
) SS:
 COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 10 day
of July, 19 97 by

Bret Seligman, President

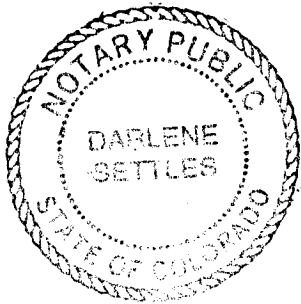
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WITNESS my hand and official seal:

Darlene Settles
Notary Public

2-23-2001
My Commission expires:

s: 11/1/95: anxp0aom



My Commission Expires
2-23-2001

RECORDER NOTE: POOR QUALITY DOCUMENT
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