

JNS92SAD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: ASHERAN D. JONES, NORMA M. JONES, RICHARD A. TOPE, AND MELINDA S. TOPE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SADDLEBACK
SUBDIVISION LOTS 1, 2, 3 AND 4 OF S AND G SUBDIVISION
REPLAT OF LOT 3

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1992

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

POWER OF ATTORNEY AND
SEWERAGE SERVICE AGREEMENT

BOOK 1897 PAGE 110

WE, (I) Sherman D Jones, Norma M. Jones, Richard A. Tope, & Melinda S. Tope
owner(s) of the real property situate in Mesa County, Colorado and de-
scribed as: LOTS 1, 2, 3 + 4 S & G Subdivision Replat of Lot 3

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, 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, and 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.

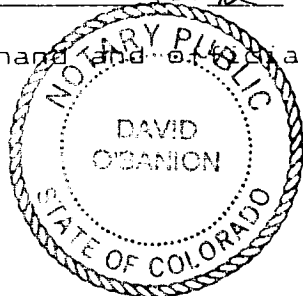
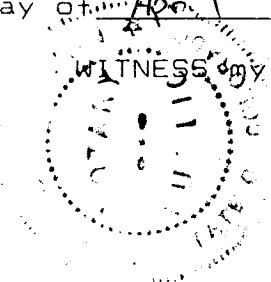
As a further covenant running with the land, it is understood that the City shall have the right, along with suit for collection of monies owing, to shut off sewerage service for failure to pay charges when the same are due. Requiring payment for all costs, plus penalties, of such shutting off and opening 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) have hereunto set our (my) hand (s) and seal (s) this 23 day of April, 1992.

Sherman D. Jones
Norma M. Jones
Richard A. Tope
Melinda S. Tope

STATE OF COLORADO)
)
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 23 day of April, 1992 by _____



[Signature]

Notary Public
My Commission expires: 9-16-92

POWER OF ATTORNEY AND SEWERAGE SERVICE AGREEMENT

BOOK 2007 PAGE 699

1653296 11:32 AM 09/17/93 MONIKA TODD CLK&REC MESA COUNTY CO

WE, (I) Richard A. Tope & Melinda S. Tope owner(s) of the real property situate in Mesa County, Colorado and described as: Saddleback Subdivision A Replat of Lots 1 & 2 of S&G Minor Sub. Part of SE4NW4 of Sec 22, T11S, R101W, 6th PM MESA County CO.

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, 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).

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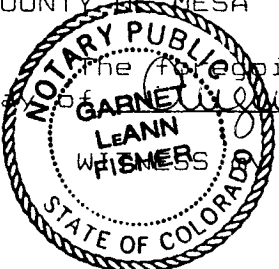
As a further covenant running with the land, it is understood that the City shall have the right, along with suit for collection of monies owing, to shut off sewerage service for failure to pay charges when the same are due. Requiring payment for all costs, plus penalties, of such shutting off and opening 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 24th day of August, 1993.

Richard A. Tope
Melinda S. Tope

STATE OF COLORADO)
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 24th day of August, 1993 by Richard A. Tope & Melinda S. Tope



hand and official seal: Garnet LeAnn Fisher
Notary Public

My Commission expires: 12/15/94