

JRS91FOU

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT & POWER OF ATTORNEY
NAME OF CONTRACTOR:	J.R. STUDEBAKER, FOUNTAINHEAD DEVELOPMENT CORPORATION
SUBJECT/PROJECT:	FOUNTAINHEAD SUBDIVISION, SEWER SERVICE AGREEMENT EXCEPT LOT SF 1, BLOCK 3, EXCEPT LOTS T35 THROUGH T59 INCLUSIVE, AND LOTS T76 THROUGH T86 INCLUSIVE, BLOCK 2
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1991
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

POWER OF ATTORNEY AND
SEWERAGE SERVICE AGREEMENT

Fountainhead Development Corporation, owner of the real property situate in Mesa County, Colorado, and described as:

All of the Replat of Fountainhead Subdivision, according to the plat filed of record July 6, 1983 in Plat Book 12 at Page 177 through 182,

Except Lot SF 1, Block 3, Fountainhead Subdivision and except Lots T-35 through T-59, inclusive and Lots T-76 through T-86, inclusive, Block 2, Fountainhead Subdivision,

in consideration of the City of Grand Junction, as manager and operator of the Persigo Waste Water Treatment Works, having given permission to connect to such system, do hereby designate and appoint the City Clerk of the City of Grand Junction as my/our Attorney in Fact to sign any petition for annexation of the described land(s) 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) or dissolution.

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.

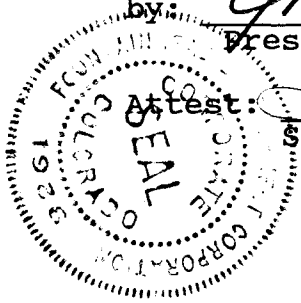
As a further covenant running with the land, it is understood that the City shall have the right, along with suit for collection of monies owing, to shut off sewerage service for failure to pay charges when the same are due, requiring payment for all costs, plus penalties, of such shutting off and opening before service will be resumed; and, in addition, such charges shall constitute a lien against the property enforceable by appropriate action, all in accordance with applicable City laws and applicable state laws, if any.

IN WITNESS WHEREOF we (I) have hereunto set our(my) hand(s) and seal(s) this 21st day of May, 19 91.

Fountainhead Development Corporation

by: JR Stulebaker
President

Attest: Sandra S. Hannigan
Secretary



STATE OF COLORADO)
) SS:
COUNTY OF MESA)

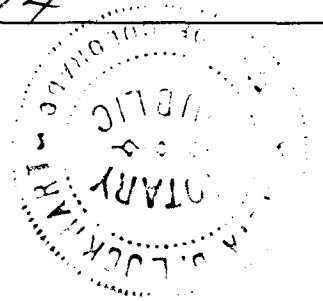
The foregoing instrument was acknowledged before me this 21st day of May, 1991 by J. R. Studebaker as President for Fountainhead Development Corporation.

WITNESS my hand and official seal:

Deva B. Lockhart
Notary Public

My Commission expires:

6-23-94



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POWER OF ATTORNEY AND
SEWERAGE SERVICE AGREEMENT

MONIKA TODD CLERK MESA COUNTY CO

^{Jerald}
~~Jerome~~ R. Studebaker, a/k/a J. R. Studebaker, for lands which I now have an interest in, and for lands which I obtain an interest in the future, which lands are located within one mile of the intersection of G and 25 Roads and which lands are located within one mile of any portion of Fountainhead Subdivision, according to the plat filed of record July 6, 1983 in Plat Book 12 at Page 177 through 182,

in consideration of the City of Grand Junction entering into an annexation agreement between Fountainhead Development Corporation and the City, do hereby designate and appoint the City Clerk of the City of Grand Junction as my/our Attorney in Fact to sign any petition for annexation of the described land(s) or lands within one mile as described above, 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) or dissolution.

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.

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, all in accordance with applicable City laws and applicable state laws, if any.

IN WITNESS WHEREOF, we (I) have hereunto set our(my) hand(s) and seal(s) this 21st day of May, 19 91.

~~Fountainhead Development Corporation~~ ^{JS}

by: JR Studebaker
~~President~~

Attest:
~~Secretary~~

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 21st day of May, 19 91 by J. R. Studebaker as President for Fountainhead Development Corporation.

WITNESS my hand and official seal:

Neva B. Lockhart
Notary Public
My Commission expires 6-23-94

