

LTM91CAM

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	POWER OF ATTORNEY
NAME OF PROPERTY OWNER OR GRANTOR:	LES MILLER AND THERESA MILLER
PURPOSE:	SEWERAGE SERVICE AGREEMENT CAMBRIDGE SUBDIVISION LOT 1, BLOCK 4
PARCEL NO:	2701-354-43-001
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1991
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

POWER OF ATTORNEY AND  
SEWERAGE SERVICE AGREEMENT

BOOK 1854 PAGE 250

WE, (I) LES MILLER and THERESA MILLER  
owner(s) of the real property situate in Mesa County, Colorado,  
and described as: Lot 1 Block 4 Cambridge Sub  
2677 G-5 Rd. 749 West Wilshire Court

Grand Junction, Mesa County, Colorado  
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) have hereunto set our (my) hand(s)  
and seal(s) this 15th day of JULY, 19 91.

LES MILLER  
THERESA MILLER  
THERESA MILLER

CALIFORNIA )  
STATE OF ~~CALIFORNIA~~ )  
SANTA CRUZ ) ss:  
COUNTY OF MESA )

1579709 10:31 AM 08/30/91  
MONIKA TODD CLK&REC MESA COUNTY CO

The foregoing instrument was acknowledged before me this  
15th day of JULY, 19 91 by LES MILLER and  
THERESA MILLER

WITNESS my hand and official seal:

K. Weesner  
Notary Public

My Commission expires:  
MAY 6, 1994

