

MAC05BWY

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **POWER OF ATTORNEY (SEWER IMPROVEMENT DISTRICT)**

NAME OF CONTRACTOR: HELEN G MACDONALD, MICHAEL S MITCHELL,
AND SARAH E MITCHELL

SUBJECT/PROJECT: 2296 BROADWAY

TAX PARCEL #: 2945-181-00-011

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2005

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

POWER OF ATTORNEY FOR AND AUTHORIZING THE CREATION OF A SEWER IMPROVEMENT DISTRICT

I, (we) Helen G. MacDonald, Michael S. Mitchell, and Sarah E. Mitchell as owners of the real property described herein,

Property Address:	2296 Broadway	2285730 BK 4035 PG 183-185
Mesa County Tax Assessor Number:	2945-181-00-011	11/09/2005 02:23 PM
Legal Description:		Janice Ward CLK&REC Mesa County, CO RecFee \$15.00 SurChg \$1.00

A parcel of land situated in the NE1/4 of the NE1/4 of Section 18, Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows:
 Beginning at a point that is 412 feet South and South 58°02' West 182 feet from the Northeast Corner of the NE1/4 of the NE1/4 of said Section 18;
 thence South 68°25' West 83.3 feet;
 thence South 6°51' West 259.3 feet more or less to the North line of Highway;
 thence South 68°44' East 126.3 feet;
 thence North 1°58' West 333.1 feet to the Point of Beginning.

(Property) located in the City of Grand Junction Colorado agree that, as a condition of City approval of the replacement of an individual sewage disposal system (ISDS) also known as septic tank and leach field on the Property that I (we) for ourselves, our heirs, successors and/or assigns covenant and agree that I (we) have executed this a power of attorney in favor of the City Clerk of the City of Grand Junction authorizing and permitting the City Clerk to act on behalf of us our executors or assigns to sign a petition to form a special improvement district to construct a public sewer/sewer improvement district for the benefit of and to serve the Property.

This instrument shall be recorded and shall be deemed a covenant, which binds and shall run with the land.

The requirement that I (we) connect to public sewer as of the date of this document has, with the consent of the City Manager, been deferred to such time, if any, as a sewer improvement district or equivalent legal mechanism is formed, for and benefiting the Property, described herein.

The actual cost that I (we) our heirs, successors and/or assigns shall pay will be determined in accordance with rates and policies established by the City at the time of formation of the improvement district.

I (we) our heirs, successors and/or assigns as owners of the above described real property do hereby agree to participate in an improvement district, if one is formed, for the improvement of sewer service/elimination of ISDS/septic systems, either as a larger scope of work or otherwise, to the then existing standards and do hereby designate and appoint the City Clerk of the City of Grand Junction as my (our) attorney in fact to execute any and all petitions, documents and instruments to

effectuate my (our) intention to participate in said improvement district for such purpose or to otherwise act in conformity with said general purpose and direction.

The City Clerk is empowered by me (us) to do and perform any and all acts which the City Clerk shall deem necessary, convenient or expedient to accomplish such improvements, construction or reconstruction as fully as I (we) might do if personally present.

This authority and the covenant created thereby shall be binding upon any and all successors in interest to the Property and shall not cease upon my death (the death of either or both of us) or the dissolution of marriage, partnership, corporation or other form of association which may hold title or claim an interest to the Property.

As a further covenant to run with the land, I (we) agree that in the event of a counter-petition to any proposed sewer improvement(s), improvement district, construction or reconstruction any signature on such petition purporting to affect the land herein described may be ignored and of no force and effect by the City of Grand Junction.

This power of attorney is not terminable; it shall terminate only upon the formation of an improvement district or other legal means of accomplishing the purpose described.

In witness whereof I (we) have signed executed and acknowledged this instrument this 4 day of November 2005.

Helen G. MacDonald
Helen G. MacDonald

Michael S. Mitchell
Michael S. Mitchell

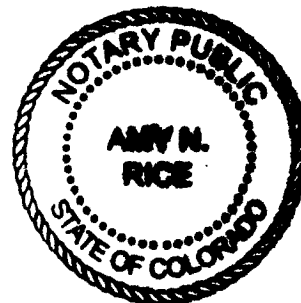
Sarah E. Mitchell
Sarah E. Mitchell

STATE OF Colorado
COUNTY OF MESA

The foregoing instrument was subscribed and sworn to before me by Helen G. MacDonald, this 4 day of November, 2005.

My Commission expires 1-10-2009.

Amy N. Rice
Notary Public



STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was subscribed and sworn to before me by
Sarah E. Mitchell & Michael S. Mitchell, this 4 day of November, 2005.

My Commission expires 1-10-2009.

Amy N. Rice
Notary Public

