## MAR85265

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	POWER OF ATTORNEY
NAME OF GRANTOR/OWNER:	REX M. MARTIN, TRUSTEE OF EAM/HMM TRUST
SUBJECT/PROJECT:	694 26 ½ ROAD SEWERAGE SERVICE AGREEMENT
TAX PARCEL #:	2945-021-03-005
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1985
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

## 1405949 03:34 PM NOV 22, 1985 E.SAWYER CLKAREC NESA CTY, CO SEWERAGE SEPVICE AGREEMENT BOOK 1564 PAGE 853

WE, (I), <u>REX M. MARTIN, TRUSTEEOF EAM/HMM TRUST</u> owner(s) of the real property situate in Mesa County, Colorado, and described as: X694 26 ± Rd 2945 021 03 005

LOT 2 CrestRIDGE HTS SEC 2/5/W 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 *ERST* day of *November*, 19 85.

Lemmant, Tructer for EAN/Homen Truct

STATE OF COLORADO Denverz ) ss: COUNTY OF MESA The foregoing instrument was acknowledged before me this FIRST day of NOVEMBER, 19 85 by REX M. MARTIN TRUSTEE FOR EAM/HMM TRUST \*0 WITNESS my hand and official seal: Notary Public ÷. Ry Commission Expires Jan. 24 My Commission expires .: 47 Hourt Street

Oeaver, Colorado 80212

DEC 9 1976

STATE OF COLORADO, COUNTY OF MESA A RECORDED AT 50 O'CLOOK A M. RECEPTION NO. 11212221 EARL BAWYER, RECORDER POWER OF ATTORNEY AND SEWERAGE SERVICE AGREEMENT

GELAXY BOOK 1088 FAGE 462

WE, (1),  $H_{DU}$   $H_{T}$   $H_{ELEN}$   $M_{HRTIN}$ owner(s) of the real property situate in Mesa County, Colorado, and described as:

Lot 2 Crestridge Hts Sec 2 1S 1W

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, we (I) 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, when eligible, of the described land to the City, whethe for the described land alone or in conjunction with other lands. Such authority shall be a convenant running with the land, shall be binding upon our successors in interest and shall not cease upon 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 the 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 its 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 fail-ure 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 con-stitute 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 7th day of December, , 1976.

elen M. Martin Edward a. Martin

STATE OF COLORADO) STATE OF COLORADO) SS

The foregoing instrument was acknowledged before me this 7th day of December, , 1976 by Barbara B. Martin

WITNESS my hand and official seal:

My Commission expires: Jane 19.90 Martin