

MCA93HW6

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: MICHAEL C. McCALLUM AND LINDA  
L McCALLUM

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 2490 HWY 6  
AND 50 2945-094-00-152

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1993

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

CITY OF GRAND JUNCTION  
POWER OF ATTORNEY FOR SEWER IMPROVEMENT1661359 11:41 AM 11/19/93  
MONIKA TODD CLR&REC MESA COUNTY CO

**OWNERS** MICHAEL C. McCALLUM AND LINDA L. McCALLUM  
2490 HWY 6 & 50  
Grand Junction, CO 81505

**ADDRESS OF PROPERTY** 2490 HWY 6 & 50  
Grand Junction, CO 81505

**TAX PARCEL #** 2945-094-00-152

**LEGAL DESCRIPTION OF PROPERTY:**

In Mesa County, Colorado, a tract of land situate in the SE $\frac{1}{4}$  NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section Nine in T1S, R1W of the Ute Meridian more particularly described by the following:

Commencing at a Mesa County Brass Cap at the E  $\frac{1}{4}$  Corner of said Section Nine, and considering the line between said corner and a Mesa County Brass Cap at the N.E. Corner of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section Nine to bear N00°02'00"E 1318.90 feet with all bearings contained herein relative thereto; thence N59°47'15"W 366.74 feet to the point of beginning; thence the following courses:

1. N90°00'00"W 349.76 feet;
2. S00°27'11"W 124.55 feet;
3. S28°38'00"W 136.61 feet to the northerly right-of-way line of U.S. Highway 6 & 50;
4. S61°22'00"E on said right-of-way line 312.07 feet;
5. leaving said right-of-way line, N00°10'50"W 209.45 feet;
6. N90°00'00"E 141.50 feet;
7. N00°27'11"E 184.55 feet to the beginning.

Subject to all easements apparent and recorded.

**DESCRIPTION OF SEWER:**

A new sewer line generally located in the right-of-way of Highway 6 & 50 or parallel thereto sufficient to serve the described property.

**BE IT KNOWN THAT:**

I, (WE), Michael C. McCallum and Linda L. McCallum as owner(s) of the real property described above, located in the City of Grand Junction, Colorado, agree that, as a condition of City approval of development of the property, sewer(s) to serve the above described property is (are) required to be constructed to City standards and specifications in location(s) determined appropriate by the City. The required construction 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 the sewer

improvements generally described above. The estimated cost to the owners, or their successors and assigns, in 1993 dollars is \$12,000, on a per lot, prorated basis. Because we are paying in cash as of the signing hereof, the described property will not be assessed as a part of the formation of the district; nevertheless, the described property shall be a part of the district for all other purposes.


I, (WE) as owners of the above described real property do hereby agree to participate in an improvement district, if one is formed, for the improvement or construction of said sewer(s) either as a part of a larger scope of work or otherwise, to the then existing standards of the City and WE 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(s), or otherwise act in conformity with said general 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 or construction, and to form such district as fully as I (we) might do if personally present.

This instrument shall be recorded and shall be deemed to be a covenant which runs with the land. This authority and the covenant created thereby shall be binding upon any and all successors in interest to the above described 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 described herein.

As a further covenant to run with the land, I (we) agree that in the event a counter-petition to any proposed improvements or improvement district is prepared, any signature on such petition purporting to affect the land herein described my be ignored as of no force and effect by the City.

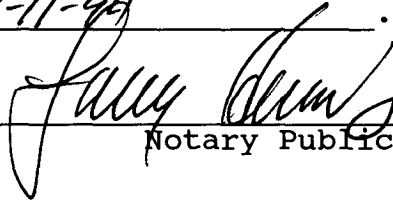
This power of attorney is not terminable; it shall terminate only upon the formation of an improvement district as herein described, or the construction of the sewer improvements as described, whichever shall occur later.

IN WITNESS WHEREOF, I, (WE), have signed, executed and acknowledged this instrument on this 16<sup>th</sup> day of November 19 93.

  
 \_\_\_\_\_  
 Linda L. McCall

The foregoing agreement was subscribed and sworn to before me this  
16 day of November 19 93.

My commission expires 4-11-94.

  
\_\_\_\_\_  
Notary Public

