

MCK07CAR

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	POWER OF ATTORNEY
NAME OF PROPERTY OWNER OR GRANTOR:	BETH MCKEE
PURPOSE:	RIGHT-OF-WAY ACCESS
ADDRESS:	137 CARLITOS
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

2 PAGE DOCUMENT

POWER OF ATTORNEY

BE IT KNOWN THAT:

I, (WE), Beth McKee as owner(s) of real property located in the City of Grand Junction and known as 137 CARLITOS, understand that Camino del Rey street/road which is public right of way and which adjoins the above described property, is not constructed to City standards or specifications and therefore, said street/road has not and will not be accepted by the City of Grand Junction. Furthermore, said street/road is and will not be, maintained by the City and maintenance of the street/road is and shall continue to be the sole and exclusive responsibility of the adjoining property owner(s), unless and until said street/road is built to the then existing City standards and is accepted into the City system.

Until such time that the road is improved, the owner will be required to provide access to the lot with a 15 ft. wide driveway with 6" deep,  $\frac{3}{4}$ " roadbase to be maintained by the owner. The driveway must continue to be maintained for trash and utility service. If the driveway is not adequately maintained, trash pickup will be at the end of the driveway where it intersects with the improved roadway.

I, (WE), as owner(s) of the above described real property hereby further agree to participate in an improvement district, if one is formed, for the upgrade and installation of improvements to said street/road to the then existing City 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.

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 a proposed improvement district 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.

This power of attorney is not terminable; it shall terminate only upon the formation of an improvement district as herein described.

IN WITNESS WHEREOF, I, (WE), have signed, executed and acknowledged this agreement on this 14<sup>th</sup> day of August (month) 2007 (year).

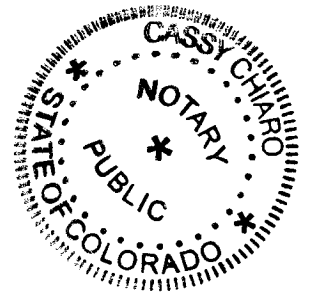
[Handwritten Signature]

970.434.8303

STATE OF COLORADO  
COUNTY OF MESA

The foregoing agreement was subscribed and sworn to before me this <sup>14<sup>th</sup></sup> 9<sup>th</sup> day of ~~March 1993~~ August, 2007  
My commission expires 5-27-08

Cassy Chiaro  
Notary Public



transcribed 8/3/07 pd

