

MEY89CRC

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	POWER OF ATTORNEY
NAME OF GRANTOR/OWNER:	STEVEN H. AND ANNA B. MEYER
SUBJECT/PROJECT:	685 CREST COURT SEWERAGE SERVICE AGREEMENT
TAX PARCEL #:	2945-021-03-012
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1989
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

POWER OF ATTORNEY AND
SEWERPAGE SERVICE AGREEMENT

WE, (X), STEVEN H MEYER & ANNE B. MEYER
owner(s) of the real property situate in Mesa County, Colorado,
and described as: LOT 3 CRESTVIEW ANNEX
685 CREST CT
2945-021-03-012

1512974 03:53 PM 04/07/89
E.SAWYER, CLK&REC MESA COUNTY CO

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.

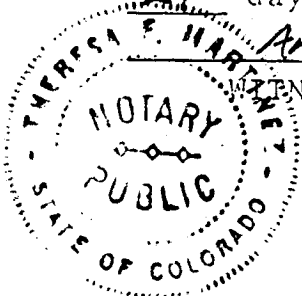
IN WITNESS WHEREOF, we (I) have hereunto set our (my) hand(s) and seal(s) this 29 day of March, 1989.

Anne B Meyer
Steven H Meyer

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

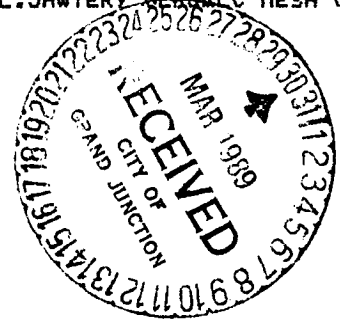
The foregoing instrument was acknowledged before me this 29 day of March, 1989 by Anne B. Meyer and Steven H. Meyer

WITNESS my hand and official seal:



Theresa F. Hartung
Notary Public
My Commission expires: 6-13-91.

1512131 11:37 AM 03/30/89
E.SAWYER, CLERK REC MESA COUNTY CO



March 29, 1989

City of Grand Junction
Utility Department
250 N. 5th Street
Grand Junction, Colorado 81501

Re: Crestview Annex Subdivision
Lot 3

Dear Sir:

The purpose of this letter is to recognize that this lot will be attached to a common sewer service with an adjacent lot to the West. It is impractical at this time to construct a separate sewer service. The owner of lot 3, Crestview Annex covenants that, should there develop problems with the sewer service to lot 3 or to the adjacent property that the owner of lot 3 will be responsible for separation of the services and extending a separate service to the Galaxy sewer.

Sincerely,

Steven H. Meyer
Steven H. Meyer

Attest: *Theresa J. Martinez*