

MOE85CRD

TYPE OF RECORD: PERMANENT
CATEGORY OF RECORD: POWER OF ATTORNEY
NAME OF GRANTOR/OWNER: CHARLES R. MOESER, JR.
SUBJECT/PROJECT: 2659 CRESTRIDGE COURT
SEWERAGE SERVICE AGREEMENT
TAX PARCEL #: 2945-021-03-007
CITY DEPARTMENT: PUBLIC WORKS AND PLANNING
YEAR: 1985
EXPIRATION DATE: NONE
DESTRUCTION DATE: NONE

1405941
NOV 22, 1985 E. SAWYER, CLERK REC MESA CITY, CO
03:34 PM

POWER OF ATTORNEY AND
SEWERAGE SERVICE AGREEMENT

CHARLES R. MOESER, JR.

WE, (I), 2659 CRESTRIDGE CT
owner(s) of the real property situate in Mesa County, Colorado,
and described as: 294502103007

Lot 6 Crestridge HTS SEC 2 1S1W
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 under-
stood 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.

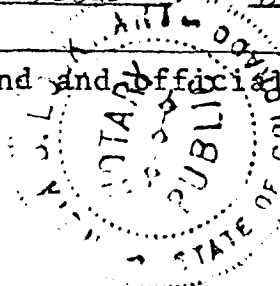
IN WITNESS WHEREOF, ~~we~~ (I) have hereunto set ~~our~~ (my) hand(s)
and seal ~~(s)~~ this 22 day of November, 1985.

Charles R. Moeser, Jr.

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this
22 day of November, 1985 by CHARLES R.
MOESER, JR.

WITNESS my hand and official seal:



Deva B. Lockhart
Notary Public

My Commission expires: 6-23-86
575 28 1/2 Rd #39
Grand Junction, Co. 81501

DEC 22 1976

Colony

BOOK 1089 PAGE 757

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT 2:02 P.M.
RECEPTION NO. 1122542

EARL SAWYER, RECORDER

POWER OF ATTORNEY
AND
SEWERAGE SERVICE AGREEMENT

WE, (I), CHARLES R MOESER, JR.
owner(s) of the real property situate in Mesa County, Colorado,
and described as:

LOT 6 Crested Heights Sub
Known as 2659 Crested Cr

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, 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 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 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 10 day of December, 1976.

Charles R. Moser, Jr.

STATE OF COLORADO)
COUNTY OF MESA) ss

The foregoing instrument was acknowledged before me this 10 day of December, 1976 by Charles R. Moser, Jr.

WITNESS my hand and official seal:

Thomas J. Montag
Notary Public

My Commission expires: June 12, 1979

