NEC81PAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF PROPERTY OWNER OR GRANTOR: ROBERT K. KELLY

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): NORTHEAST CHRISTIAN CHURCH, FINAL PLAN, INTERMOUNTAIN BIBLE COLLEGE SUBDIVISION

2945-121-31-958 PARCEL NO:

FILE NO: 76-81

CITY DEPARTMENT: PUBLIC WORKS

1981 YEAR:

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE POWER OF ATTORNEY

I, We, the undersigned, owners of the real property situated in the County of Mesa, State of Colorado, and described as:

. Intermountain Bible College Subdivision

Dated this /5 day of

for valuable consideration do nominate and appoint the City Clerk of the City of Grand Junction, Colorado, as my/our attorney in fact to execute a local improvement district petition to provide for the assessment against the above property of the cost of curb, gutter, sidewalk and improvement of and paving of:

Improvement on Patterson Road

abutting the property or determined as being assessable against the property at such time as the Clerk may determine and without counterpetition by me/us. It is understood by me/us that there will be no participation by the City in any costs of the required improvements.

This power shall be convenant running with the land and shall not expire at my/our death(s).

STATE OF COLORADO ss: COUNTY OF 15 th day of going Power of Attorney was acknowledged before me by: ROBERT K. KELLY My Commission expires November 20, 1984 My notarial commission expires:

multipless my hand and official seal.

 $a_{iiiiiiii}$ 

James H. Petermen

## POWER OF ATTORNEY

I, We, the undersigned, owners of the real property situate in the County of Mesa, State of Colorado, and describe as: Northeast Christian Church and Day Care Center, 2001 Patterson Road.

for valuable consideration do nominate and appoint the City Clerk of the City of Grand Junction, Colorado, as my/our attorney in fact to execute a local improvement district petition to provide for the assessment against the above property of the cost of curb, gutter, sidewalk and improvement of and paving of:

Patterson Road.

abutting the property or determined as being assessable against the property at such time as the Clerk may determine and without conterpetition by me/us. It is understood by me/us that there will be no participation by the City in any costs of the required improvements.

This power shall be covenant running with the land and shall not expire at my/our death(s).

Dated this/2/m/day of July , 198/

oren D. Phippen Trustee

STATE OF COLORADO

) :

COUNTY OF

On the and day of the foregoing Power of Attorney was acknowledged before my by:

LOREN D. PHIPPEN

My Commission expires November 20, 1984

My notarial commission expires: Witness my hand and official seal.

## POWER OF ATTORNEY

## KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, INTERMOUNTAIN BIBLE COLLEGE, a non-profit Colorado corporation, referred to herein as the "College", does hereby irrevocably constitute and appoint the City Clerk of the City of Grand Junction, Colorado, to execute on behalf of the College all petitions and other documents which may be necessary or desirable to include the property described in "Exhibit A", attached hereto and by this reference made a part hereof, in an improvement district, the purpose of which is to provide improvements to the portion of Patterson Road adjoining the property described in "Exhibit A", including widening and paving such street, the installation of curbs, gutters and sidewalks, or any of said improvements.

The College presently has an option to purchase said property which it intends to exercise upon the approval of a Planned Unit Development plan for said property by the Grand Junction Planning Committee and the Grand Junction City Council, and the College has executed this power of appointment as an inducement to the Grand Junction City Council to take such actions which the College acknowledges as full and adequate consideration for the execution of the irrevocable power of attorney. This power of attorney shall continue in force and effect for a period of twenty-one years from the date hereof, and may be exercised at any time during that period by the then-acting City Clerk of the City of Grand Junction, Colorado.

The College agrees that this power of attorney shall be binding upon any parties who may purchase said property from the College, and that in the event of any sale, the College

will cause the purchaser to execute such further documents as may be reasonably required by the City to carry out the purpose and intent of this power of attorney.

Dated this 16 day of May, 1975.

INTERMOUNTAIN BIBLE COLLEGE

By Edwin B. Shaw President of the Board of Trustees

ATTEST:

Secretary

STATE OF COLORADO )

COUNTY OF M E S A )

The foregoing power of attorney was signed and acknowledged before me this  $\mu$  day of May, 1975, by

Edwin B. Show as President of the Board of Trustees, and by Abyd C. Soller as Secretary of Intermountain Bible College, a non-profit Colorado corporation.

WITNESS my hand and official seal.

My commission expires: My Commission expires Mar. 10, 1979

Notary Public