

NIS81FOR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: FRANK NISLEY, JR. AND DALE J.  
HOLLINGSWORTH

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: CURB, GUTTER,  
SIDEWALK AND IMPROVEMENT OF AND PAVING OF 25 1/2 ROAD FROM "F"  
ROAD (PATTERSON) ADJACENT TO FORESIGHT PARK FOR INDUSTRY,  
FILING NO. THREE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1981

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

STATE OF COLORADO, COUNTY OF MESA  
RECORDED AT 3:00 O'CLOCK P.M.  
RECEPTION NO. 1265597

AUG. 11 1981

EARL SAWYER, RECORDER POWER OF ATTORNEY

I, We, the undersigned, owners of the real property situate in the City of Grand Junction, State of Colorado, described as:

Foresight Park For Industry, Filing No. Three

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:

25 1/2 Road from "F" Road (Patterson Road) adjacent to the above described property

abutting the property or determined as being assessable against the property at such time as the Clerk may determine and without conpetition 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 30 day of July, 1981.

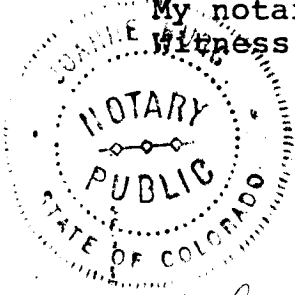
*Frank Wesley Jr*  
*Walter J. Hatterswacker*

STATE OF COLORADO )  
                                  ) ss:  
COUNTY OF Mesa )

On the 30<sup>th</sup> day of July, 1981, the foregoing Power of Attorney was acknowledged before me by:

*Frank Wesley Jr & Walter J. Hatterswacker*

My notarial commission expires: 12-6-84  
Witness my hand and official seal.



*Jeanne Dwyer*

*Copy to David Linder (Engineering) 8-17-81*

BE IT KNOWN THAT:

1678400 02:34 PM 04/14/94  
MONIKA TODD CLK&REC MESA COUNTY CO

WE, Poma of America, Inc., as owners of the real property described herein, all situate in the City of Grand Junction, Mesa County Colorado, and more particularly known and described as:

Tract 1: 2945-033-16-005, LOT 5 BLOCK 6 FORESIGHT PARK FOR INDUSTRY FILING NO. 3, SECTION 3 1S 1W;

Tract 2: 2945-033-07-019, BEGINNING NE CORNER BLOCK 5 REPLAT OF FORESIGHT PARK FOR INDUSTRY FILING NO. 1, S 29.75 FT ALG ARC CURVE TO RIGHT RAD 220.00 FT CHORD BEARS S 22°30'00" W 168.38 FT S 45°00'00" W 243.50 FT N 35°48'03" W 193.83 FT N 200.00 FT N 89°57'10" E 350.00 FT TO BEGINNING SECTION 3 1S 1W;

Tract 3: 2945-033-16-003, LOT 3 BLOCK 6 FORESIGHT PARK FOR INDUSTRY FILING NO. 3, SECTION 3 1S 1W;

Tract 4: 2945-033-16-004, LOT 4 BLOCK 6 FORESIGHT PARK FOR INDUSTRY FILING NO. 3, SECTION 3 1S 1W;

do hereby acknowledge and agree that this instrument shall represent our understanding that as a condition of City approval of the attached site plan, that the above described Tracts 1 through 4 are and shall be treated as one parcel for the principal use as approved by the City of Grand Junction and to satisfy setback requirements for any and all structures constructed thereon.

If and when we or our successors in interest build, own or acquire any structure, which has been placed or built on or over the property line of Tract 1, Tract 2, Tract 3 and Tract 4, or on or over any portion of said line, such that the structure does not meet applicable setbacks and/or bulk requirements from one and/or all lots shall be used to meet any and all required setbacks and bulk requirements as required by the Zoning and Development Code of the City of Grand Junction.

We further understand and agree that the above described Tracts 1, 2, 3 and 4 constitute four parcels but by placement of a use on one or more of the above described parcels and contiguous parcel shall be encumbered by a covenant which runs with the land for the purpose of ensuring that the necessary area for setback and bulk requirement purposes and any other purposes shall be considered undevelopable for additional uses.

This instrument shall be recorded in the land records of Mesa County Colorado and shall be deemed to be a covenant which runs with the land for the purpose of ensuring that the necessary area for setback and bulk requirement purposes and any other purposes shall be considered undevelopable for additional uses on any structure(s) constructed on any lot, block, section, quarter section, or line, or is (are) so close thereto as to not meet applicable setback and bulk requirements for each lot.

This covenant shall be binding upon any and all successors in interest to the above described property and shall not cease except for and accordance with cause stated herein.

*Recorders Note: No attached site plan at time of recording*

Any agreement, representation or waiver is made knowingly and voluntarily with full understanding and complete knowledge of the consequences thereof.

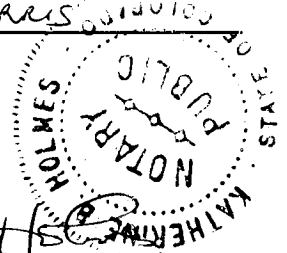
IN WITNESS WHEREOF, WE, have signed, executed and acknowledged this instrument on this 13 day of APRIL, 1994.

Poma of America, Inc.

by: Clay Harris

STATE OF COLORADO  
COUNTY OF MESA

The foregoing agreement was subscribed and sworn to before me this 13<sup>th</sup> day of April, 1994 by Clay Harris and \_\_\_\_\_.



Katherine B. [unclear]  
Notary Public

My commission expires 12/09/95.

RIN96APL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: GARY RINDERLE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: APPLGATE  
SUBDIVISION LOTS 1 AND 2 BLOCK 1 AND 2, 3 AND 4  
BLOCK 2 LOTS 1-4 BLOCK 3 AND 1-4 BLOCK 4

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1996

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Street Address: AppleGate Subdivision  
LOTS 1+2 BLK 1 + 2,3+4 BLK 2 - LOTS 1-2-3+4 BLK 3  
+ 1-2-3+4 BLK 4

Parcel # 2943-018 To be Assigned

**UTILITY CONNECTION AND ANNEXATION AGREEMENT  
AND DECLARATION OF COVENANTS**

This Utility Connection and Annexation Agreement and Declaration of Covenants is made between GARY RINDERLE, of the County of Mesa, State of Colorado, herein called 'declarant' or 'owner,' and the CITY OF GRAND JUNCTION, COLORADO, in Mesa County, State of Colorado, herein called 'City.'

**WITNESSETH:**

1. Owner hereby covenants that (s)he is the Owner in fee of the following described real property located in Mesa County, Colorado: [attach the legal as Exhibit "A"]
2. In consideration for and as a condition precedent to being allowed to connect to the Persigo Regional Sewer System and to receive sewer service for the above described property, said Owner hereby covenants, agrees and declares that the following terms, covenants, conditions, restrictions, and obligations shall be deemed to run with the land described in paragraph 1 above, and shall be binding and accrue to the Declarant, Declarant's heirs, successors and assigns and any person acquiring or holding an interest in said property, their grantees, successors, heirs, executors, administrators or assigns, for the benefit of the City and said property.
  - a. Sewer service from the City of Grand Junction or the Persigo Regional Sewer System shall be subject to all terms and conditions as provided by the ordinances and regulations of the City as such may exist from time to time.
  - b. The owner and applicant agree to annex (and to execute a petition for annexation of the property served) to the City upon request at any time that such property is eligible for annexation. Further, each such owner and/or applicant agrees to forthwith execute and deliver to the City subsequent petition(s) for annexation at any time upon request of the City. This agreement shall be binding upon and shall run with the land for which service is provided.
  - c. As a condition precedent to the supplying of such sewer services, the undersigned consumer who is the owner in fee of the real property so supplied as described above, hereby agrees and covenants to apply for and consent to the annexation of the area described above to the City of Grand Junction at such date as the area described above or any portion thereof becomes eligible for annexation, as determined solely by the City. The undersigned hereby irrevocably appoints the Grand Junction City Clerk as his lawful attorney-in-fact for the purpose of executing a petition for annexation or petition for

annexation election with respect to the property described above. The undersigned further agrees to fully cooperate in annexation efforts and to sign no annexation petition or petition for annexation election which has the effect or is intended to hinder any annexation and to take no actions to hinder, delay, or avoid annexation of the property described above. The City shall be entitled to recover all costs, including reasonable attorney's fees, which it incurs in enforcing this annexation agreement on account of any breach of this agreement by the undersigned, his or her heirs, successors, or assigns,

IN WITNESS THEREOF, Owner has executed this Agreement as of the date above first written.

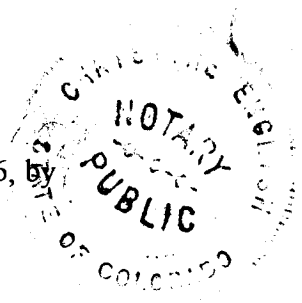
*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Declarant(s)/Owner (s)

*Eau Rinaldo*  
\_\_\_\_\_  
(Print Name (s))

*11-26-96*  
\_\_\_\_\_  
Date of Signature (s)

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF MESA            )

The foregoing was acknowledged before me this 26th day of November, 1996, by



\_\_\_\_\_  
Witness my hand and official seal.

My commission expires:

(SEAL)

*Christene English*  
\_\_\_\_\_  
Notary

*250 N 54th Street, Grand Junction*  
\_\_\_\_\_  
Address

APPROVED by the City of Grand Junction

By *[Handwritten Signature]*  
\_\_\_\_\_

EXHIBIT A  
ANNEXATION PETITION

Legal Description of the territory to be annexed.

(TO BE ATTACHED)

APPLEGATE SUBDIVISION

{ Block 1, lots 1 and 2 ; Block 2, lots 2, 3, and 4 ;  
Block 3, lots 1, 2, 3 and 4 ; Block 4, lots 1, 2, 3  
and 4 }