PET85265

TYPE OF RECORD:

PERMANENT

CATEGORY OF RECORD:

POWER OF ATTORNEY

NAME OF GRANTOR/OWNER: MAURIE JEAN AND GORDON PETERSON

SUBJECT/PROJECT:

690 26 1/2 ROAD

SEWERAGE SERVICE AGREEMENT

TAX PARCEL #:

2945-021-03-006

CITY DEPARTMENT:

PUBLIC WORKS AND PLANNING

YEAR:

1985

EXPIRATION DATE:

NONE

DESTRUCTION DATE:

NONE

| POWER OF ATTORNEY AND |
|--|
| SEWERAGE SERVICE AGREEMENT |
| WF (1) Maurie Jan + Gordon Titerson |
| owner(s) of the real property situate in "esa County, Colorado, and described as: 690 26,5 Rd 1404531 NOV 05,1985 E.SAWYER, CLKAREC MESA CTY, CO |
| SEE EXHIBIT A |
| 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 day of, 19 35 . |
| Gordon Feterson |
| STATE OF COLORADO) |
| COUNTY OF MESA) ss: |
| The foregoing instrument was acknowledged before me this day of 19 15 by |
| Milliant Team leter on and Frater T Peterson. 111 The Put Thess my hand and official seal: |
| A THE STATE OF THE |
| Notary Public |

My Commission expires: Que 13 1987.

POWER OF ATTORNEY AND

SEWERAGE SERVICE AGREEMENT

WE, (4), CORDONT MOD MINISTERD FTERSON Owner(s) of the real property situate in Mesa County, Colorado, and described as:

LOT3 CRESTRIDGE HEIGHTS SUB TNOWN AS 690 262 RQ

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 (1) 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 convenant 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 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 (3) have hereunto set our (my) hand(s) and seal(s) this 8 day of 100000000000000000000000000000000000 |
|--|
| Gordon Deterson Maurie-Joan Peterson |
| STATE OF COLORADO) COUNTY OF MESA STATE OF COLORADO) |
| COUNTY OF MESA) |

WITNESS my hand and official seal:

Skrew J. Mastrie, Notary Public

My Commission expires:___