

PST97SHT

TYPE OF RECORD: POWER OF ATTORNEY

CATEGORY OF RECORD: PERMANENT

NAME OF AGENCY OR CONTRACTOR: PHILLIP SCOTT TAYLOR

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 2708 1/4 F 1/2 ROAD,
SHORT LANE WITH WARRANTY DEED

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

POWER OF ATTORNEY

BE IT KNOWN THAT:

1806552 0316PM 07/21/97
MONIKA TODD CLK&REC MESA COUNTY CO

I, (WE), Phillip Scott Taylor as owner(s)
of real property located in the City of Grand Junction and known as
2708 1/4 E 1/2 RD. understand that SHORT Lane
street/road which is a public right-of-way and which adjoins the above described
property, is not constructed to City standards or specifications and therefore, said
street/road has not and will not be accepted by the City of Grand Junction. Furthermore,
said street/road is and will not be, maintained by the City and maintenance of the
street/road is and shall continue to be the sole and exclusive responsibility of the
adjoining property owner(s), unless and until said street/road is built to the then existing
City standards and is accepted into the City system.

Until such time that the road is improved, the owner will be required to provide access to
the lot with a 15 ft. wide driveway with 6" deep, 3/4" roadbase to be maintained by the
owner. The driveway must continue to be maintained for utility service. Trash pickup
will be at the end of the driveway where it intersects with the improved roadway.

I, (WE), as owner(s) of the above described real property hereby further agree to
participate in an improvement district, if one is formed, for the upgrade and installation of
improvements to said street/road to the then existing City standards and do hereby
designate and appoint the City Clerk of the City of Grand Junction as my (our) Attorney
in Fact to execute any and all petitions, documents and instruments to effectuate my (our)
intention to participate in said improvement district.

This instrument shall be recorded and shall be deemed to be a covenant which runs with
the land. This authority and the covenant created thereby, shall be binding upon any and
all successors in interest to the above described property and shall not cease upon my
death (the death of either or both of us) or the dissolution of marriage, partnership,
corporation or other form of association which may hold title or claim an interest to the
property described herein.

As a further covenant to run with the land, I (we) agree that in the event a counter-petition
to a proposed improvement district 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.

This power of attorney is not terminable; it shall terminate only upon the formation of an
improvement district as herein described.

IN WITNESS WHEREOF, I, (WE), have signed, executed and acknowledged this agreement on this 30th day of July, 1996.

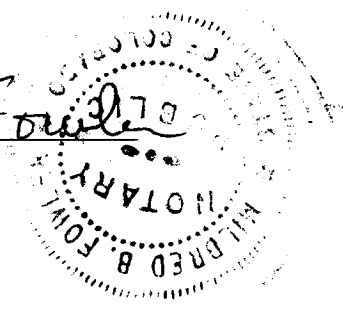
Phillip Scott Taylor
Phillip Scott Taylor

STATE OF COLORADO
COUNTY OF MESA

The foregoing agreement was subscribed and sworn to before me this 30th day of July, 1996.

My commission expires this 26 day of October, 1996.

Mildred B Fowler
Notary Public



A tract of land in Section 1, Township 1 South, Range 1 West of the Ute Meridian, more particularly described as follows:
 Beginning at a point 30 feet North and 40 feet East of the Southwest corner of the NW $\frac{1}{4}$ of Section 1, Township 1 South, Range 1 West of the Ute Meridian;

thence North 350 feet;
 thence East 487 feet;
 thence South 350 feet;
 thence West to the point of beginning;

EXCEPT the West 322 feet thereof;
 AND EXCEPT that part Beginning 30 feet North and 527 feet East of the Southwest corner of the NW $\frac{1}{4}$ of Section 1, Township 1 South, Range 1 West of the Ute Meridian to a point of beginning;

thence North 117 feet;
 thence West 165 feet;
 thence South 117 feet;
 thence East to the point of beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights appurtenant thereto or used in connection therewith including but not limited to .80 Class I Water rights with the Grand Valley Water Users Association.