

SCH95SNC

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: DEBRA JOHNS PRESIDENT, THE
BOARD OF EDUCATION OF MESA COUNTY VALLEY SCHOOL DISTRICT NO.
51

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SCENIC
ELEMENTARY SCHOOL 451 W. SCENIC DRIVE 2945-171-00-962

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

POWER OF ATTORNEY AND
SEWERAGE SERVICE AGREEMENT
(Scenic Elementary School)

7-7-95
1722739 02:45 PM 07/07/95
MONIKA TODD CLK&REC MESA COUNTY CO
CO

We, THE BOARD OF EDUCATION OF MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51, a Colorado Public School District, whose address is 2115 Grand Avenue, Grand Junction, CO 81501 owner of the real property situate in Mesa County, Colorado, known as Scenic Elementary School (Tax Parcel # 2945-171-00-962) and described as:

Beginning at a point which bears South 89°39' East 666.6 feet from the NW Corner SE 1/4 NE 1/4 Section 17, T. 1 S., R. 1 W. of the Ute Meridian, thence South 49°07' West 277.85 feet, thence South 40°56'30" East 377.47 feet, thence South 76°15' East 295.44 feet to the West edge of West Scenic Drive, thence South 06°03' East 234.1 feet, thence South 24°09' West 78.1 feet, thence South 48°12' West 57.3 feet, thence South 61°39' West 303.2 feet, thence South 50°39' West 116.8 feet, thence North 76°46' West 243.4 feet, thence North 41°23' West 386.46 feet, thence North 37°50' West 384.6 feet, thence North 23°03' East 366.8 feet, thence North 72°28' East 345.8 feet, thence South 89°39' East 335.8 feet to the Point of Beginning;

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, to the extent authorized by law, do hereby designate and appoint the City Clerk 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 and shall be binding upon successors in interest.

As a further covenant to run with the land, we agree, to the extent authorized by law, that in the event a counter petition to a proposed annexation of the land is prepared, and 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.

Further, to the extent authorized by law, we agree that in establishing the boundaries of any territory to be annexed, this property may be divided into separate parts or parcels without further consent from us.

As a further covenant running with the land, it is understood that the City shall have the right, along with suit for collection of moneys 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 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 have hereunto set our hands and seals this 6th day of June, 1995.

THE BOARD OF EDUCATION OF MESA
COUNTY VALLEY SCHOOL DISTRICT NO 51



By [Signature]
Debra Johns President

[Signature]
Mary K. Kalenian, Secretary

STATE OF COLORADO)
 :
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 6th day of June, 1995, by DEBRA JOHNS, as President, and MARY K. KALENIAN, as Secretary, of THE BOARD OF EDUCATION OF MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51.

Witness my hand and official seal.
My commission expires: 4/23/99

