WHI96CAN

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: RICHARD E. WHITE AND WENDY S. WHITE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 105 CANARY LANE 2945-163-00-089

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1996

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Street Address: 105 CANARY LANE

1774735 8404PM 18/18/96
MONIKA TODD CLKAREC MESA COUNTY CO

Parcel # 2945-163-00-089

UTILITY CONNECTION AND ANNEXATION AGREEMENT AND DECLARATION OF COVENANTS

This Utility Connection and Annexation Agreement and Declaration of Covenants is made between RICHARDE LUMITE & WENDY S WHITE, 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,

	HEREOF, Owner has executed this Agreement as of the date
above first written.	Signature of Declarant(s)/Owner (s)
	Print Name (s))
	75/7/96 10/7/96 Date of Signature (s)
STATE OF COLORADO)	
COUNTY OF MESA)	SS.
The foregoing was acknowledge	d before me this 7th day of Aclober, 1996, by
Richard E White	
Witness my hand and official sea	1.
My commission expires:	Christine Crylich Notary
(SEAL)	250 71 54h Street Address
	7.00

APPROVED by the City of Grand Junction

BOOK 2272 PAGE 640

UMB96CAR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: CHERYL UMBERGER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 2814 CARTER LANE 2943-302-00-052

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1996

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

PAGE DOCUMENT

POWER OF ATTORNEY

(For use within the boundaries of the Orchard Mesa Sanitation District)

BE IT KNOWN, that I, as owner of the real property situate in Mesa County, Colorado, and described as: 1776384 1009AM 11/01/96 MONTHA TODO CLEARED MESA COUNTY CO

do hereby designate and appoint the City Clerk of the City of Grand Junction as my Attorney in Fact granting said City Clerk full power and authority for me and in my stead to: sign such documents and instruments as are necessary to cause the above described land(s) to be annexed to the City of Grand Junction; and to sign any petition(s) for annexation of the described land(s) to the City, when eligible; and to do and perform any and all acts which the said City Clerk shall deem necessary, convenient or expedient to accomplish said annexation, as fully as I might do if personally present.

The property described herein may be annexed to the City of Grand Junction in part or parts, at any time. Consent is hereby given to annex portion of tracts and parcels, even if the annexation has the effect of dividing tracts or parcels into separate parts or parcels.

The authority granted by this instrument shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon my death or the dissolution of partnership, corporation or other form of association which may hold title or claim an interest to the property described herein. Notwithstanding the foregoing, however, this power of attorney must be "used" on or before the last day of the sixtieth calendar month following the date of execution hereof unless litigation or other intervening force results in an annexation petition not resulting in a completed annexation (but not the failure of the City Council to approve the proposed annexation). In the event of such litigation or intervening force, the City may "use" this power of attorney for annexation by the last day of the sixth calendar month following the end of the intervening The City will have "used" this power of attorney for annexation if the City Clerk has referred a petition for annexation to the City Council for an area or areas which include the property described herein either singly or with other properties. If the City does not "use" this power of attorney as set forth herein, this power of attorney shall thereafter terminate.

As a further covenant to run with the land, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of <u>Oteletie</u>, 1996. 49181101 - songlan Weren LARTER LAWE 2943-302-00-052

STATE OF COLORADO

ss:

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COUNTY OF MESA

The foregoing instrument was acknown of frequency, 1996 by	wledged before me this 10th day
Cheryl Underger	Book2276 Pest 2/
Ų ,	PAGE24
WITNESS my hand and official seal:	
Muldred & Joueter	My Commission expires 10
s: 11/1/95: anymogam	The state of the s

s: 11/1/95: anxpoaom