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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY

NAME OF AGENCY OR CONTRACTOR: TIMOTHY J. WOLLIN AND BONNIE K. WOLLIN

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 526 20 1/4 ROAD, LOT 1, CHAMBERS SUBDIVISION, SECTION 22 11S 101W, 2947-223-25-001

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1991

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

BOOK 1822 PAGE 806 _ 1562272_02:42 PM_02/01/91

MONIKA TODD CLK&REC MESA COUNTY CO

POWER OF ATTORNEY AND SEWEPAGE SERVICE AGREEMENT

ME, (I), <u>Timothy</u> J + <u>BONNIE</u> K Wollin owner(s) of the real property situate in Mesa County, Colorado, and described as: 2947-223-25-00/ 526 20.25 Pd

tor 1 Charmbeens Sub Sec 22 115 101 w V 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 MMEREOF, we (I) have hereunto set our (my) hand(s) and seal(s) this _____ day of _____, 19_____.

benett

Sannie K. Wallin,

STATE OF COLORADO)) ss: COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 3211) day of <u>famuary</u>, 1991 by <u>fill Muldlr</u>

WITNESS my hand and official seal:

Recorder's Note: Poor Legibility On Document Provided For Recording.

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STATE OF COLORADO)) ss:) COUNTY OF MESA

The foregoing instrument was acknowledged before me this 30th day of January, 1991, by Timothy J. Wollin. WITNESS my hand and official seal: 1.01AA, WITNESS my hand and official seal: 1.01AA, Notary Public My Commission expires: June 13, 1991 Ut (e s'

POWER OF ATTORNEY AND 1569009 09:55 AM 04/26/91 MONIKA TODD CLK&REC MESA COUNTY CO SEWEPAGE SERVICE AGREEMENT

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IN WITNESS WHEREOF, we (I) have hereunto set our (my) hand(s) and seal(s) this $\underline{1/4L}$ day of $\underline{H_{POLL}}$, 19 $\underline{9/}$.

STATE OF COLORADO **SS**: COUNTY OF MESA

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The foregoing instrument was acknowledged before me this day of april 11th ___, 1<u>9 9/_</u> by

WITNESS my hand and official seal:

In Minholder LEC 7 , ...0 $\overline{0}$ ĘČ J. JU187 CER Mu Public Novary My Commission expire 701

VC