

BEL95MSA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: GARY L. BELFEUIL

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOT 3, BLOCK  
3 OF DEL MARK PARK 2020 MESA AVE.

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT1707207 03:22 PM 01/23/95  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOC EXEMPT

Gary L. Belfeuil, Grantor, for and in consideration of the sum of Two Hundred and 00/100 Dollars (\$200.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose legal address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, a Perpetual Easement for the installation, operation, maintenance and repair of a sanitary sewer pipeline, together with the right of ingress and egress for workers and equipment, on, along, over under, through and across that certain real property which is described as Lot 3, Block 3 of Del Mar Park According to the Refiling Plat, situated in the Southeast Quarter (SE¼) of Section 12, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said easement being more particularly described by the following metes and bounds, to wit:

Commencing at the Northwest Corner of Lot 3, Block 3 of Del Mar Park According to the Refiling Plat; thence S 89°55'00" E along the Northern boundary of said Lot 3 a distance of 10.00 feet to the True Point of Beginning of the easement parcel herein described;  
thence S 89°55'00" E along the Northern boundary of said Lot 3 a distance of 3.5 feet;  
thence South a distance of 107.67 feet to a point on the Southerly boundary of said Lot 3;  
thence N 89°55'00" W along the Southerly boundary of said Lot 3 a distance of 3.5 feet;  
thence North a distance of 107.67 feet to the True Point of Beginning,  
containing 376.85 square feet as described.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, subject to the following terms, covenants, conditions and restrictions:

1. Grantee, as a condition of this grant, agrees that entry to the easement area for the purposes herein described shall be conducted so as to cause minimum interference to the Grantor, his heirs, successors and assigns. Grantee further agrees that it shall correct any damage(s), both material as well as aesthetic, which may be caused by its entry as described herein.

2. Grantor shall have the right to continue to use the real property burdened by this Easement for any lawful purpose which will not interfere with Grantee's full use and enjoyment of the Grantee's rights herein granted; provided, however, Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the Grantor erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress on, along, over, under, through and across the easement area.

3. Grantor hereby covenants with Grantee that he has good title to the aforescribed premises; that he has good and lawful right to grant this Easement; that he will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

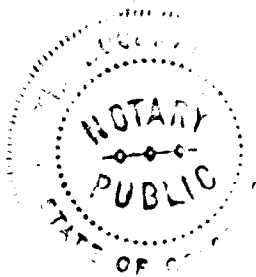
Signed this 23rd day of January, 1995.

Gary L. Belfeuil  
Gary L. Belfeuil

State of Colorado    )  
                              )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 23rd day of January, 1995, by Gary L. Belfeuil.

My commission expires 2/28/98  
Witness my hand and official seal.



Jim Woodmensee  
Notary Public