## MAS95MAY

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: LARRY S. MASON AND NANCY J. MASON

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SANITARY SEWER EASEMENT IN MAY'S SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

## **GRANT OF EASEMENT**

1729712 0354PH 09/12/95

Book2172

Larry S. Mason and Nancy J. Mason, Grantors, for and in consideration of the installation, operation, maintenance and repair of a sanitary sewer pipeline and related facilities, the receipt and sufficiency of which is hereby acknowledged, hereby grant and convey 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 and related facilities, together with the right of ingress and egress for workers and equipment, on, along, over, under, through and across the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

The South 7.50 feet of Lot 17, Block 1 in May's Subdivision situated in SE 1/4 of Section 16, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 9 at Page 183 in the office of the Mesa County Clerk and Recorder, said easement being depicted on Exhibit "A" which is attached hereto and incorporated herein by reference.

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 Grantors and to the Grantor's heirs, successors and assigns.
- 2. Grantors 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, Grantors hereby covenant with Grantee that the easement area shall not be burdened or overburdened by the Grantors 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. Grantors hereby covenant with Grantee that they have good title to the aforedescribed premises; that they have good and lawful right to grant this easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

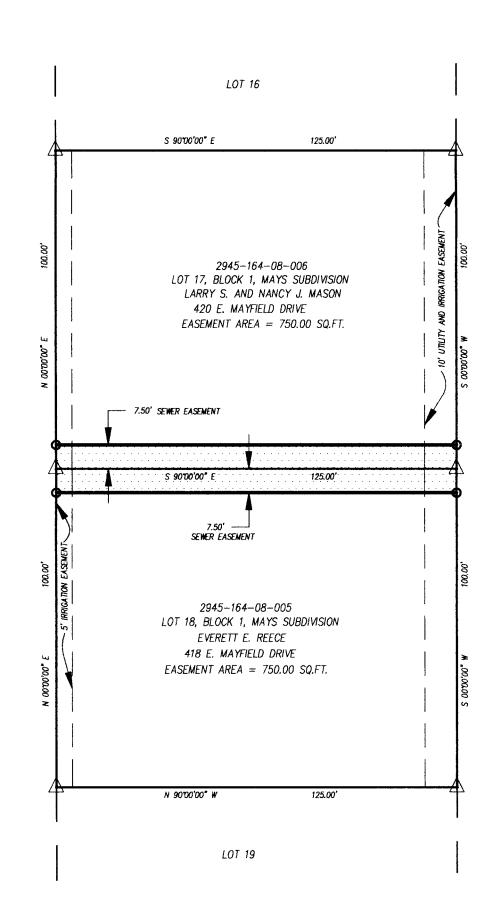
Signed this 31 day of Chiques	<u>f</u> , 1995.
Larry S. Mason	Mancy J. Mason
State of Colorado ) ss.	
County of Mesa )	
The foregoing instrument was ack ugust, 1995, by Larry S. Mas Witness my hand and official seal.	nowledged before me this _3/ day of son and Nancy J. Mason.
	Onn M. Johnes Che Notary Public
My commission expires:	
Mas. 9, 1999	The state of the s

EXHIBIT "A"

BOOK2172

PAGE56





DRAWN BY: SRP

DATE: 08-15-95

SCALE: 1" =30'

APPR. BY: TW

FILE NO: MAYEASE.DWG

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MAYFIELD

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EASEMENT DESCRIPTION MAP

MAYS SUBDIVISION

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

CITY OF GRAND JUNCTION