

RCE95MAY

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: EVERETT E. REECE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SANITARY
SEWER EASEMENT IN MAY'S SUBDIVISION LOT 18 BLOCK 1

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT1732318 0933AM 10/05/95
MONIKA TODD CLK&REC MESA COUNTY CO
DOCUMENT FEE \$EXEMPT

Everett E. Reece, Grantor, 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 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 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 North 7.50 feet of Lot 18, 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 Grantor and to the Grantor's heirs, successors and assigns.
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.

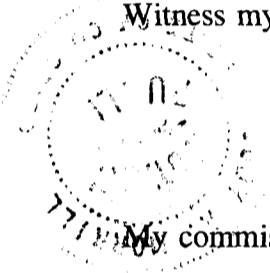
Signed this 3 day of Oct., 1995.

Everett E. Reece
Everett E. Reece

State of Colorado)
)ss.
County of Mesa)

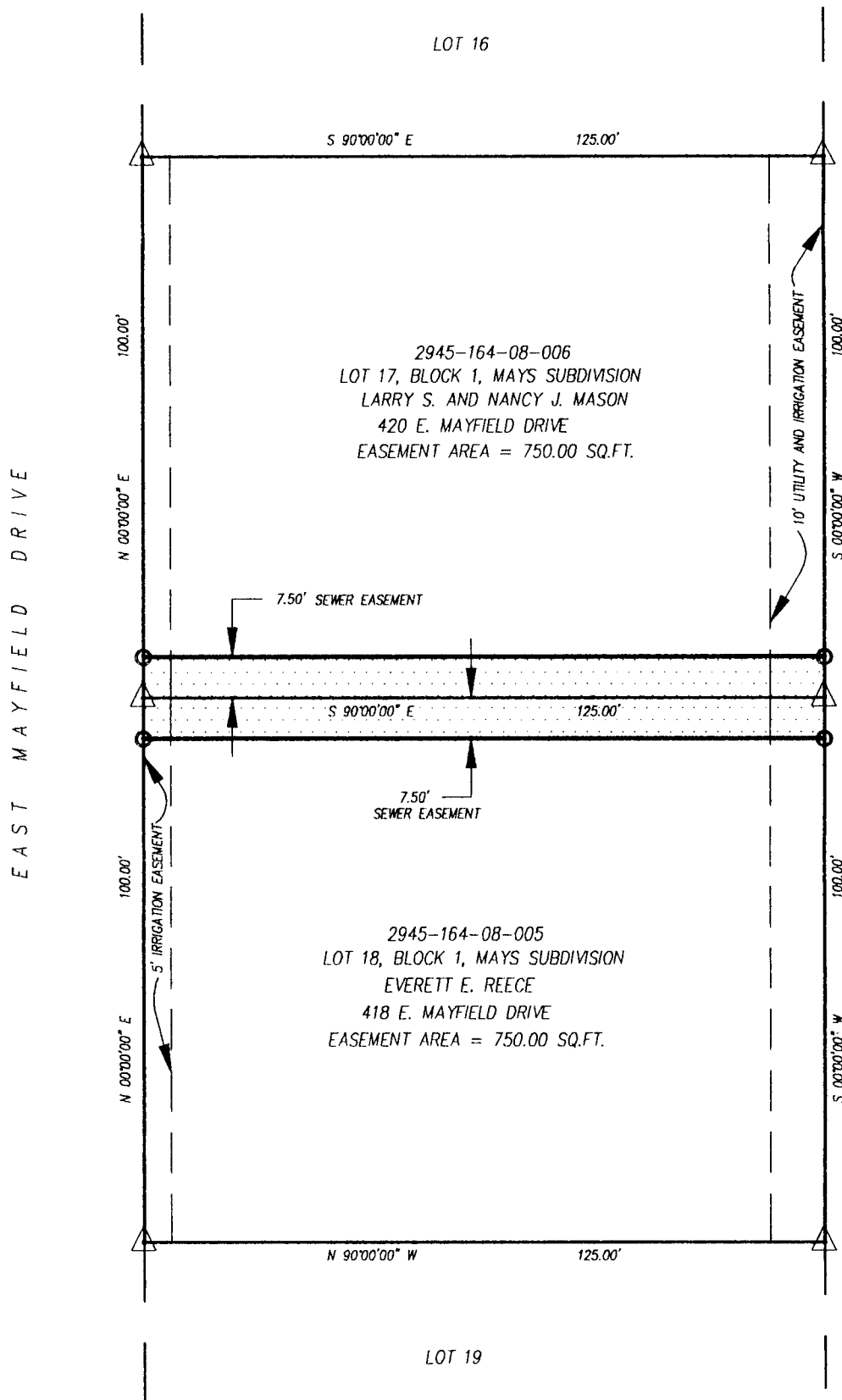
The foregoing instrument was acknowledged before me this 3 day of October, 1995, by Everett E. Reece.

Witness my hand and official seal.



Judy H. Maxwell
Notary Public

My commission expires:
8.16.98



DRAWN BY: SRP
 DATE: 08-15-95
 SCALE: 1" = 30'
 APPR. BY: TW
 FILE NO: MAYEASE.DWG

EASEMENT DESCRIPTION MAP

MAYS SUBDIVISION

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION