

HOS0712T

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	HOSPICE AND PALLIATIVE CARE OF WESTERN COLORADO
PURPOSE:	LOT 2 OF PRIMARY CARE PARTNERS' SERVICES/HOSPICE CAMPUS- DRAINAGE EASEMENT FOR THE DRAIN DITCH KNOWN AS DRAIN D AND TEMPORARY CONSTRUCTION EASEMENT
ADDRESS:	3090 NORTH 12 <sup>TH</sup> STREET
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

## TEMPORARY CONSTRUCTION EASEMENT AND LICENSE AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND LICENSE AGREEMENT (Agreement) is by and between the CITY OF GRAND JUNCTION (Grantor) and HOSPICE AND PALLIATIVE CARE OF WESTERN COLORADO (Grantee).

### RECITALS

A. Grantor is the owner of certain real property (Grantor's Property) described as follows:

All platted streets within the Eagleton Subdivision according to the plat thereof, including the 12 foot strip of land lying between Lots 3 and 4, Block 2, Eagleton Subdivision.

B. Grantee is the owner of the real property (Grantee's Property) legally described as:

Lot 2 of Primary Care Partners' Services/Hospice Campus commonly known as 3090 N. 12<sup>th</sup> St., Grand Junction, Colorado.

C. Grantee desires to obtain from Grantor an easement over and upon a portion of the Grantor's Property to be used by Grantee for the purpose of installing landscaping and related improvements and facilities. Grantee also desires to obtain from Grantor a perpetual license allowing Grantee to maintain the landscaping installed on Grantor's Property, and to replace or install other landscaping or related improvements or facilities.

NOW THEREFORE, in consideration of the above recitals and mutual covenants and other good and valuable consideration, Grantor grants Grantee a temporary easement and a perpetual license over the Easement/License Area as follows:

1. Easement/License Area. The portion of the Grantor's Property on which the easement and the license is granted (Easement/License Area) is that portion of the drainage easement for the drain ditch known as Drain D, more particularly described in Book 2635 at Page 664, and re-recorded in Book 3368 at Page 475 in the records of the Mesa County, Colorado Clerk and Recorder, and depicted on the attached Exhibit A, incorporated herein by reference (Drain Easement), which runs over and burdens the Grantor's Property along with any of Grantor's Property adjacent to the Drain Easement improved by Grantee as provided in paragraph 2, below. Grantors shall leave the existing fence running adjacent to the Easement/License Area in its location as of the signing of this Agreement, or, if Grantors move the existing fence, they shall move the fence to an location not closer than fifteen (15) feet from the property line between Grantors' Property and Grantee's Property.

2. Temporary Construction Easement. Grantor grants a temporary easement to Grantee, its agents, employees, and assigns, with necessary equipment, to enter on and have

access to the Easement/License Area. Such temporary easement is for the express purpose of installing landscaping and related improvements and facilities on the Easement/License Area (the Easement Construction). Such easement shall commence on the date of the execution of this Agreement and automatically terminate i) one (1) year after its execution or ii) thirty (30) days after completion of the Easement Construction, whichever occurs first. On termination by any means, Grantee will return Grantor's Property as nearly as practicable to its original condition, taking into consideration the nature of the Easement Construction.

3. Grant of License. Grantor hereby grants to Grantee, its agents, employees, and assigns, with necessary equipment, a perpetual, non-exclusive license for the purpose of permitting access to, travel over, across and upon the Easement/License Area for the maintenance of landscaping installed or to be installed upon the Easement/License Area, and for replacement or installation of landscaping or landscaping related improvements or facilities upon the Easement/License Area.

DATED this 16<sup>th</sup> day of July, 2007.

CITY OF GRAND JUNCTION

By Laurie Kadrich  
Laurie Kadrich, Acting City Manager

HOSPICE AND PALLIATIVE CARE OF WESTERN COLORADO

By Christy Whitney  
CHRISTY WHITNEY, CEO

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2007, by Laurie Kadrich, as Acting City Manager of the City of Grand Junction.

Witness my hand and official seal.

My commission expires: 10-10-10.

Stephanie Lu  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

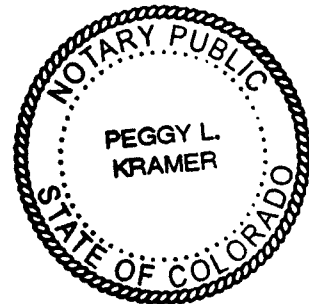
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 2007, by Christy Whitney, as President + CEO of Hospice and Palliative Care of Western Colorado.

Witness my hand and official seal.

My commission expires: September 1, 2007.



Notary Public



# EASEMENT FOR GWUUA

SW 1/4 SECTION 1, T1S, R1W, U1M  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

PROPOSED MILLER HOMESTEAD  
A PLANNED UNIT DEVELOPMENT

SOUTHWEST CORNER  
THE FOUNTAINS  
S80°54'18"E  
861.32'

FARMOUNT NORTH SUB. PLAT BK 11 PG 318  
(FARMOUNT NORTH RECORD = S8925-1487)  
NORTHEAST CORNER  
EAGLETON SUBDIVISION

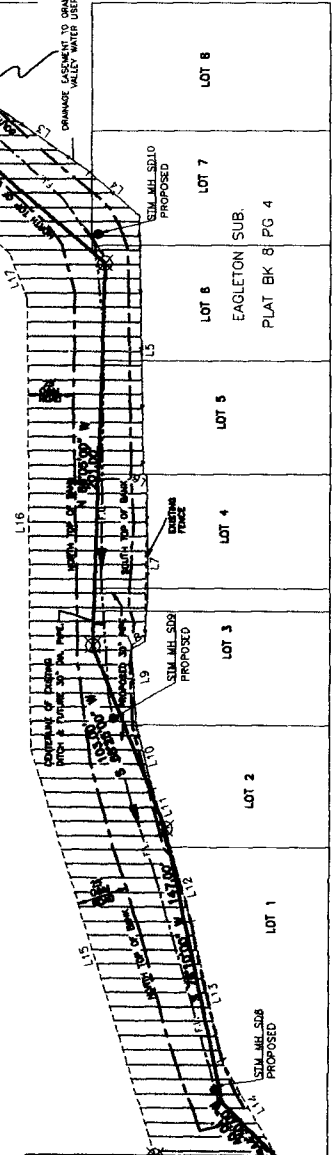
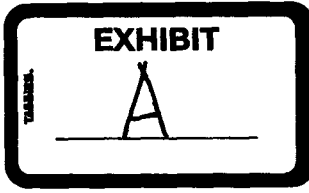
13TH STREET

12TH STREET

BONITA AVE.

WEST LINE SECTION 1

MCSM  
SW CORNER  
SECTION 1  
PROJECT BM  
4683.94'



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 45°36'02" W	411.4'
L2	S 42°52'21" W	35.09'
L3	S 71°42'41" W	51.57'
L4	S 89°12'51" W	158.44'
L5	S 33°25'32" W	2.43'
L6	S 89°05'22" W	87.10'
L7	N 24°00'05" W	7.58'
L8	S 55°40'07" W	34.47'
L9	S 71°42'10" W	21.82'
L10	S 74°11'27" W	50.74'
L11	S 77°24'41" W	74.40'
L12	S 81°58'15" W	29.07'
L13	N 89°35'47" E	236.10'
L14	N 65°43'47" E	24.84'
L15	N 43°05'35" E	821.47'

LEGEND

- ⊕ MESA COUNTY SURVEY MARKER
- ⊗ SET REBAR & CAP LS-18463
- ⊙ FOUND REBAR & CAP LS-12093
- ▭ EASEMENT AREA