

BEC97WGT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: BEMIS ELECTRIC COMPANY INC

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 560 SOUTH
WESTGATE, LOTS 23 AND 25, WESTGATE PARK FILE #RP-1997-020

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1997

EXPIRATION DATE: PERMANENT

DESTRUCTION DATE: NONE

BE IT KNOWN THAT:

1789627 1016AM 02/28/97
MONIKA TODD CLK&REC MESA COUNTY CO

BEMIS ELECTRIC CO. INC., as owner(s) of the real property described herein, all situated in the City of Grand Junction, Mesa County Colorado, and more particularly known and described as 560 SOUTH WESTGATE do hereby acknowledge and agree that this instrument shall represent our understanding that as a condition of City approval of the attached site plan, that SEE ATTACHED are and shall be treated as one parcel for the principal use of a BUSINESS and to satisfy setback requirements for any and all structures constructed thereon.

If and when we or our successors in interest build, own or acquire any structure, which has been placed or built on or over the property line between LOTS 23 AND 25, or on or over any portion of said line, or so close thereto that the structure does not meet applicable setbacks and/or bulk requirements then sufficient area from one and/or both lots shall be used to meet any and all required setbacks and bulk requirements as required by the Zoning and Development Code of the City of Grand Junction.

We further understand and agree that SEE ATTACHED constitute two parcels but by placement of a use on or sufficiently near the property line that the adjoining and contiguous parcel shall be encumbered by and shall serve as, the necessary area for setback and bulk requirement purposes and either or both lots may be rendered undevelopable for additional uses.

This instrument shall be recorded in the land records of Mesa County and shall be deemed to be a covenant which runs with the land for such time as any or all structure(s) constructed on 560 SOUTH WESTGATE (are) on or over the lot line, or is (are) so close thereto as to not meet applicable setback and bulk requirements for each lot.

This covenant shall be binding upon any and all successors in interest to the above described property and shall not cease except for and accordance with cause stated herein.

Any agreement, representation or waiver is made knowingly and voluntarily with full understanding and complete knowledge of the consequences thereof.

IN WITNESS WHEREOF, WE, have signed, executed and acknowledged this instrument on this 7 day of FEB. 1997.

BEMIS ELECTRIC CO. INC.
Lee C Bemis
LEE C. BEMIS, PRES.

STATE OF COLORADO
COUNTY OF MESA

The foregoing agreement was subscribed and sworn to before me this 7 day of FEB. 1997 by LEE C. BEMIS, PRES. FOR BEMIS ELECTRIC CO. INC.

Robetta McCallum
Notary Public

My commission expires 2-21-98
552 25 ROAD
GRAND JCT., CO 81505

LOT 23 AND 25 IN BLOCK 5 OF
WESTGATE PARK
MESA COUNTY, COLORADO
2945-102-23-023
2945-102-23-025