

FBT97INT

TYPE OF RECORD: ACTIVE NON PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: F.B.T.C. LEASING CORPORATION,  
MICHAEL L. MENOR

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: INTERSTATE  
COMMERCIAL PARK OFFICE/SHOP LOTS 9 AND 10 BLOCK 1  
SPR-1997-086

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1997

EXPIRATION DATE: UNTIL BUILDING IS REMOVED

DESTRUCTION DATE: UNTIL SAID REQUIREMENTS ARE MET

BE IT KNOWN THAT:

FBTC Leasing Corp., 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 \_\_\_\_\_ do hereby acknowledge and agree that this instrument shall represent our understanding that as a condition of City approval of the <sup>attached</sup> ~~attached~~ site plan, that Lots 9 & 10 of Block 1, Interstate Commercial Park are and shall be treated as one parcel for the principal use of a Office / Shop 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 9 & 10 of Block 1, Interstate Commercial Park 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 Lots 9 & 10 of Block 1, Interstate Commercial Park 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 Lots 9 & 10 of Block 1 Interstate Commercial Park is (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 in 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.

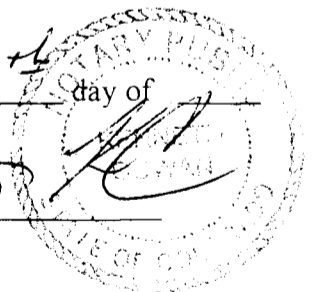
IN WITNESS WHEREOF, I (WE), have signed, executed and acknowledged this instrument on this 30<sup>th</sup> day of APRIL 1997.

Michelle L. Memon  
FBTC Leasing Corp.

STATE OF COLORADO  
COUNTY OF MESA

The foregoing agreement was subscribed and sworn to before me this 30<sup>th</sup> day of April 1997.

[Signature]  
Notary Public



My commission expires 1-16-2001