

HLI08SPL

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	HOME LOAN INVESTMENT COMPANY
SUBJECT/PROJECT:	COMBINE LOTS FOR A 45 SPACE PARKING LOT AS A CONDITION OF DEVELOPMENT
ADDRESS:	228 ROOD AVENUE
TAX AND PARCEL #:	2945-143-11-009, 2945-143-11-010, 2945- 143-11-011
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

INSTRUMENT TO COMBINE LOTS

COMMUNITY DEVELOPMENT FILE # MSP-2008-234

BE IT KNOWN THAT:

The Home Loan and Investment Company, 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 228 Rood Avenue do hereby acknowledge and agree that this instrument shall represent our understanding that as a condition of City approval of the approved site plan, MSP-2008-234, that 2945-143-11-009, 010, and 011 are and shall be treated as one parcel for the principal use of a 45 space parking lot 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 2945-143-11-009, 010, and 011 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 2945-143-11-009, 010, and 011 constitute three 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 structures constructed on 2945-143-11-009, 010, and 011 are on or over the lot line, or 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 17th day of October 2008.

Signature: *Craig J. [unclear]*

STATE OF COLORADO
COUNTY OF MESA

The foregoing agreement was subscribed and sworn to before me this 17th day of OCTOBER 2008.

Notary Public *[Signature]*
LINDA M. GARCIA

My commission expires 3/15/2011

