

JEN94WGC

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	LEE F. JENSEN
SUBJECT/PROJECT:	LOT 26 AND LOT 27 OF BLOCK 3 OF WESTGATE COMMERCIAL SUBDIVISION TO BE TREATED AS ONE PARCEL FOR THE PRINCIPAL USE AND TO SATISFY REQUIREMENTS FOR ANY AND ALL STRUCTURES CONSTRUCTED
ADDRESS:	574 NORTHGATE DRIVE
FILE NAME:	SPR-1994-081
PARCEL NO.:	2945-102-14-049
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1994
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

BE IT KNOWN THAT:

WE, *Wendy Jensen & Josephine Jensen* as owners of the real property described herein, all situate in the City of Grand Junction, Mesa County Colorado, and more particularly known and described as: *574 Westgate Commercial Sub The same as Lot 26+27 Blk 3 Westgate Commercial Sub.*

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 the above described *lots* are and shall be treated as one parcel for the principal use as approved by the City of Grand Junction and to satisfy setback requirements for any and all structures constructed thereon. *Lots 26+27 Blk 3 Westgate Comm sub*

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 26+27 Blk 3*, 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 all 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 26+27 Blk 3 Westgate Comm sub* constitute of *1* 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 any or all 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 26+27 Blk 3* 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 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.

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IN WITNESS WHEREOF, WE, have signed, executed and acknowledged this instrument on this 25 day of April, 1994.

Lee S. Jansen

STATE OF COLORADO  
COUNTY OF MESA

The foregoing agreement was subscribed and sworn to before me this 25th day of April, 1994 by Lee S. Jansen and \_\_\_\_\_.



Lorraine Hunt  
Notary Public

My commission expires 3-7-95.

**RECORDER'S NOTE :**  
**THE FOLLOWING PAGE(S)**  
**ARE OVERSIZE**