

MTG98SCW

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: MICHAEL E. AND TERI GT GUNTER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 2460 and 2460 1/2 HIGHWAY
6 AND 50, SHINER'S CAR WASH AND LUBE CENTER, SPR-1997-208-USE BOTH LOTS AS
ONE PARCEL, LOTS 1 AND 2 BLOCK 1 MESA MALL EAST

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1836253 03/11/98 0300PM
MONIKA TODD CLK® MESA COUNTY CO
REC FEE \$10.00 SURCHG \$1.00

FILE # SPR-1997-208

BE IT KNOWN THAT:

Michael E. & Teri S.T. Gunter, as owner(s) of the real property described herein, all situate in the City of Grand Junction, Mesa County, Colorado and more particularly described as 2460 1/2 Hwy 6150 do hereby acknowledge and agree that this instrument shall represent our understanding that as a condition of City approval of the above referenced site plan, that 2460 & 2460 1/2 Hwy 6150 are and shall be treated as one parcel for the principal use of a Car Wash & Lube Center and to satisfy setback requirements for any and all structures constructed thereon. Legal description of lots to be combined is attached as Exhibit A.

If an 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 2460 & 2460 1/2 Hwy 6150, 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 2460 & 2460 1/2 Hwy 6150 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 2460 & 2460 1/2 Hwy 6150 (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 3 day of February, 1998.

Teri S.T. Gunter
Michael E. Gunter

STATE OF COLORADO
COUNTY OF MESA

The foregoing agreement was subscribed and sworn to before me this 3rd day of February, 1998 by Teri S.T. Gunter and Michael E. Gunter

Elizabeth Wilhelm
Public

My commission expires May 22, 2000

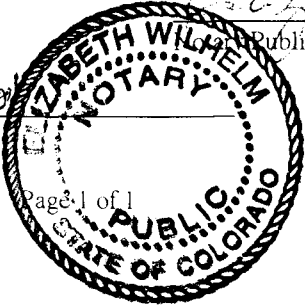


EXHIBIT "A"
SHINER'S CAR WASH & LUBE CENTER

Lots to be combined for building setback purposes per attached agreement per City
file #SPR-1997-208:

Lot 1 and Lot 2
Block 1
MESA MALL EAST
Mesa County, Colorado