

WSL97CGJ

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: WORLD SAVINGS & LOAN
ASSOCIATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION: LOTS 20 - 24 BLOCK
100 SPR 1997-088 100 NORTH 1ST STREET

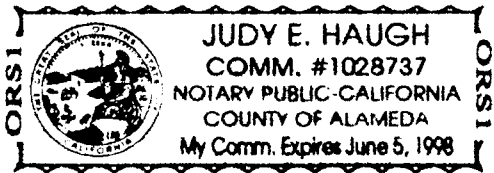
CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1997

EXPIRATION DATE: PERMANENT

DESTRUCTION DATE: NONE

FILE # SPR - 1997-088



BE IT KNOWN THAT:

World Savings & Loan Assoc., a Federal Savings & Loan Assoc., 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 See Exhibit Attached do hereby acknowledge and agree that this instrument shall represent our understanding that as a condition of City approval of the ~~site plan~~ ^{AS PER APPROVED} that Lots 20 - 24, Block 100 are and shall be treated as one parcel for the principal use of a single building 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 said lots 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.

BOOK 2335 PAGE 699

We further understand and agree that subject property 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 said parcels 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 13th day of June 199 7.

Larry Sorenson
Larry Sorenson, Vice President

STATE OF ~~COLORADO~~ CALIFORNIA
COUNTY OF ~~MESA~~ ALAMEDA

The foregoing agreement was subscribed and sworn to before me this 13th day of June 199 7.

Judy E. Haugh
Notary Public

My commission expires 6/5/98

1803143 0421PM 06/23/97
MONIKA TODD CLK&REC MESA COUNTY CO

Exhibit
World Savings Parcel

Parcel 1

Lots 20, 21 and 22, in Block 100 of THE CITY OF GRAND JUNCTION, together with that portion of the south half of vacated alley adjoining said lots on the north, as vacated by ordinance number 2398, recorded September 16, 1988 in Book 1709 at page 1000, Mesa County, Colorado

Parcel 2

Lots 23 and 24, in Block 100 of THE CITY OF GRAND JUNCTION, Mesa County, Colorado.