

ZNG96WGT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: JOE ZANGERLE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: WESTGATE PARK  
LOTS 16 AND 18 BLOCK 2

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1996

EXPIRATION DATE: WHEN BUILDING REMOVED

DESTRUCTION DATE: NONE

FILE # SPR-96-39

BE IT KNOWN THAT:

Joe Zangerle, 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 Lots 16 & 18 Bk 2 Westgate Park 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 Lots 16 & 18 are and shall be treated as one parcel for the principal use of a Commercial bldg. and to satisfy setback requirements for any and all structures constructed thereon.

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PSE*

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 Lots 16 & 18, 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.

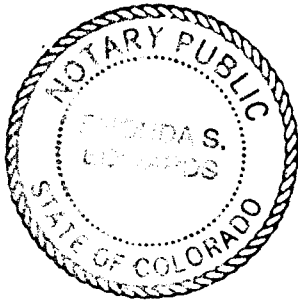
We further understand and agree that Lots 16 & 18 constitute two parcels but by placement of a use on or sufficiently near the property line that the adjoining and contiguous parcel shall be encumbered by and shall serve as, the necessary area for setback and bulk requirement purposes and either or both 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 16 & 18 (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 14<sup>th</sup> day of March, 1996.



Joe Zangerle

STATE OF COLORADO  
COUNTY OF MESA

The foregoing agreement was subscribed and sworn to before me this 14<sup>th</sup> day of March, 1996 by Rhonda S. Edwards

Rhonda S Edwards  
Notary Public

My commission expires Sept. 20, 1997