

APPLICATION FOR THE PLANNING CLEARANCE FOR A BUILDING PERMIT

SUBMITTALS REQUIRED: (2) Plot Plans showing Parking, Landscaping, Setbacks to all property lines, and all streets which about the parcel:

BLDG ADDRESS: 850 GRAND AVE SQ FT OF BLDG: 1500  
 SUBDIVISION: \_\_\_\_\_ SQ FT OF LOT: 7500  
 FILING # \_\_\_\_\_ BLK # 70 LOTS# 19 And 20 NUMBER OF FAMILY UNITS: 1  
 TAX SCHEDULE NUMBER: \_\_\_\_\_ NUMBER OF BUILDINGS ON PARCEL BEFORE THIS PLANNED CONSTRUCTION: 1  
2945-141-39-014  
 PROPERTY OWNER: JERRY D. AND THERESA USE OF ALL EXISTING BUILDINGS: \_\_\_\_\_  
 ADDRESS: 1853 J<sup>6</sup>/10 RD, FARMING CO. V. OTERO COMMERCIAL  
 PHONE: 858-3360  
 DESCRIPTION OF WORK AND INTENDED USE:  
PLANNED BUSINESS

FOR OFFICE USE ONLY

ZONE: PB FLOOD PLAIN: YES  NO  
 SETBACKS: F AS PER APP PLAN GEOLOGIC HAZARD: YES  NO  
 RIGHT OF WAY: PER PLAN CENSUS TRACT NUMBER: 6  
 MAXIMUM HEIGHT: PER PLAN SPECIAL CONDITIONS: \_\_\_\_\_  
 PARKING SPACES REQUIRED: PER PLAN ① Need signed copy of Access agreement w/ ady. prop owner + petitioner.  
 LANDSCAPING/SCREENING: per plan ② Angle parking ok - designate corner triangle as motorcycle/bikecycle parking.  
Alley will not be used as Access

ANY MODIFICATION TO THIS APPROVED PLANNING CLEARANCE MUST BE APPROVED IN WRITING BY THIS DEPARTMENT.  
 THE STRUCTURE APPROVED BY THIS APPLICATION CANNOT BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY (CO) IS ISSUED BY THE BUILDING DEPARTMENT (Section 307, Uniform Building Code).  
 ANY LANDSCAPING REQUIRED BY THIS PERMIT SHALL BE MAINTAINED IN AN ACCEPTABLE AND HEALTHY CONDITION. THE REPLACEMENT OF ANY VEGETATION MATERIALS THAT DIE OR ARE IN AN UNHEALTHY CONDITION SHALL BE REQUIRED.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION AND THE ABOVE IS CORRECT AND I AGREE TO COMPLY WITH THE REQUIREMENTS ABOVE. FAILURE TO COMPLY SHALL RESULT IN LEGAL ACTION.

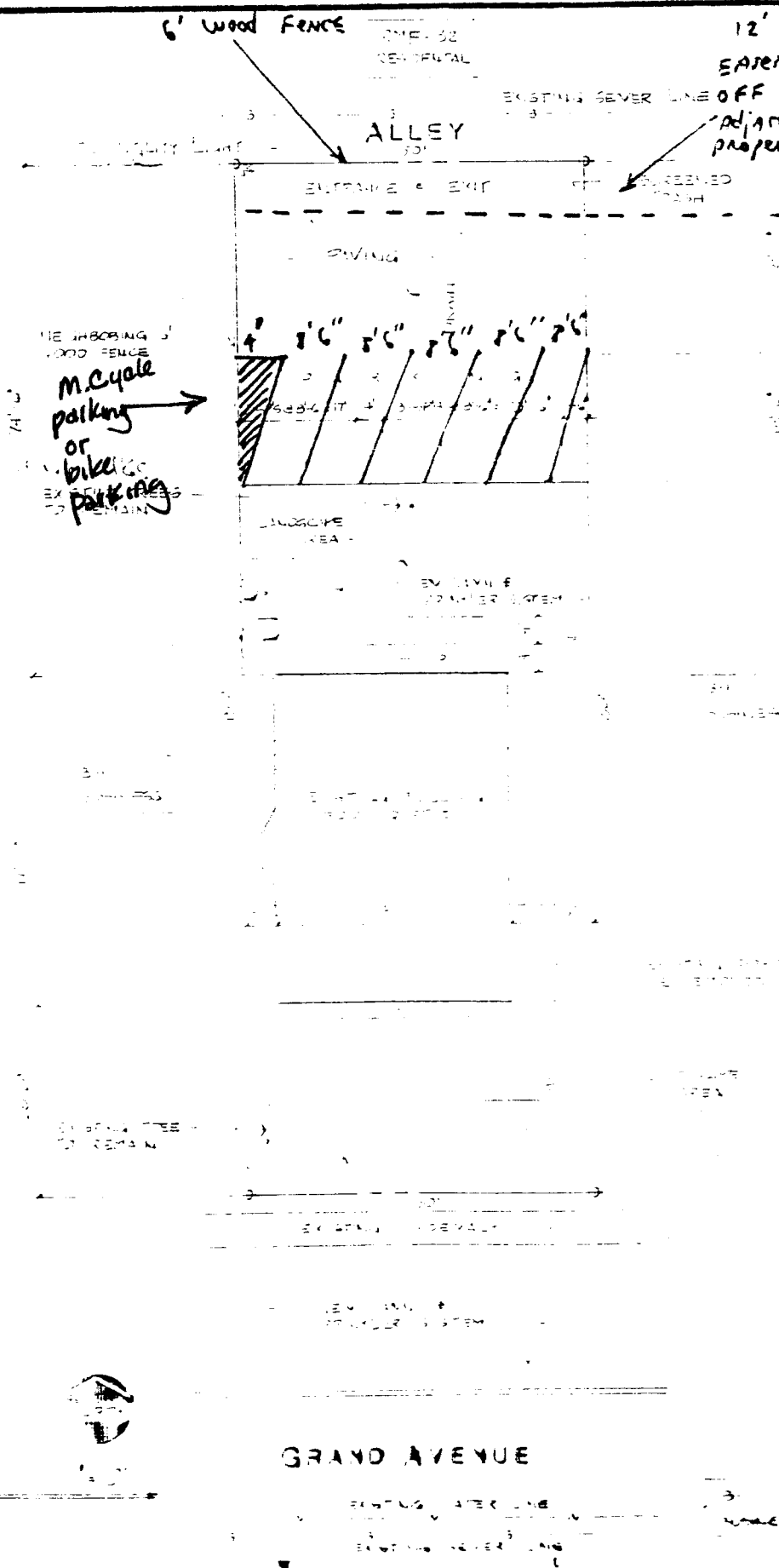
C.O. released 12-12-85 M.S.

DATE APPROVED: 10-6-83  
 APPROVED BY: [Signature]

[Signature]  
 SIGNATURE

Tom [unclear] 2/14/77  
 Fred [unclear] [unclear] (Home)

NOTE: ALLEY will NOT BE USE  
 AS AN EXIT OR POINT OF  
 ENTRY. ENTRY WILL BE  
 VIA 9th STREET, ACROSS  
 ADJACENT PROPERTY.



NOTES:

1. ALL CONCRETE WALLS & FLOOR AT REAR... WILL BE 12"
2. FLOOR WILL SIMPLY MATCH THE GRAND... LANDING LEVELS.
3. MATERIALS USED FOR LANDSCAPE SHALL BE... SELECTED FROM THE LIST OF MATERIALS... IN THIS SPEC.

SITE PLAN

GRAND AVENUE

AGREEMENT MADE MAY 6, 1983, between Jerry D. Otero and Theresa V. Otero, of 850 Grand Avenue, City of Grand Junction, County of Mesa, State of Colorado, and Howard J. Galyean, d/b/a Frontier Adjusters of 858 Grand Avenue, City of Grand Junction, County of Mesa, State of Colorado.

RECITALS

1. The parties have an interest in adjoining real estate situated in the City of Grand Junction, County of Mesa, State of Colorado, and described, respectively, as follows:

Lots Nineteen (19) and Twenty (20) in Block Seventy (70) of the City of Grand Junction, County of Mesa, State of Colorado, according to the plat recorded in Plat Book 1 at Page 1, Mesa County Records. Also known as street and number 850 Grand, Grand Junction, Colorado.

[Property owned by Jerry D. Otero and Theresa V. Otero]

Lots 17 and 18, in Block 70 of THE CITY OF GRAND JUNCTION, Mesa, County, Colorado. Also known as street and number 858 Grand, Grand Junction, Colorado.

[Property owned by Howard J. Galyean]

2. The parties to this agreement desire to create a common driveway between the above described adjoining lots owned by them for the benefit of each of them.

The parties agree as follows:

SECTION I

CONVEYANCE OF EASEMENT

An easement for a common driveway in favor of Lots 19 and 20, owned by Jerry D. Otero and Theresa V. Otero, is created over the strip of land Twelve (12) feet in width along the north boundary line of Lots 17 and 18, owned by Howard J. Galyean, for the purpose of creating a common driveway Twelve (12) feet in width for the benefit of both of the above described lots.

## SECTION II

### "DRIVEWAY PURPOSES" DEFINED

"Driveway Purposes" as used in this agreement means a commercial use driveway, and it is agreed that there shall be no restriction on the number of vehicles to use or travel across the right-of-way described above.

## SECTION III

### CONSTRUCTION AND MAINTENANCE

The driveway described above shall be constructed by Jerry D. Otero and Theresa V. Otero at their sole cost and expense. The driveway shall be constructed of the following material: asphalt. The parties agree to share the costs and expenses of maintaining the above described easement in good repair. The parties further agree that they shall each be responsible for the costs and expenses of maintaining in good repair their respective parking areas.

## SECTION IV

### CONSIDERATION

Jerry D. Otero and Theresa V. Otero agree to pay for the entire cost of putting an asphalt overlay over the designated parking area on the lots owned by Howard J. Galyean. The designated parking area shall not be greater than that being used by Howard J. Galyean at the time of the execution of this agreement and easement. The obligation of Jerry D. Otero and Theresa V. Otero to pay Howard J. Galyean for the cost and expense of the afore-mentioned asphalt overlay is conditioned on Howard J. Galyean having legal right, in the opinion of attorneys, to grant the easement to Jerry D. Otero and Theresa V. Otero.

## SECTION V

### EASEMENT TO RUN WITH LAND

This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estate so created, and the parties further agree that it is a covenant that shall be perpetual and shall run with the land and be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns.

