

DATE SUBMITTED 12/28/93

BUILDING PERMIT NO. 47259
FEE \$ 5.00

PLANNING CLEARANCE
(Single Family Residential and Accessory Structures)
Grand Junction Department of Community Development

BLDG ADDRESS 116 Epps
SUBDIVISION Epps
FILING _____ BLK 1 LOT 849
TAX SCHEDULE NO. 2943-074-12-015
OWNER Todd & Pam Miracle
ADDRESS 116 Epps
TELEPHONE _____

SQ. FT. OF PROPOSED BLDG(S)/ADDITION 1056 sq.ft.
SQ. FT. OF EXISTING BLDG(S) 1008 sq.ft. & 1612 sq.ft.
NO. OF FAMILY UNITS 1
NO. OF BLDGS ON PARCEL BEFORE THIS CONSTRUCTION 2
DESCRIPTION OF WORK AND INTENDED USE:
new residence

REQUIRED: Two plot plans showing parking, setbacks to all property lines, and all rights-of-way which abut the parcel.

ZONE RSF-8
SETBACKS: Front 20' from property line or 45' from center of ROW, whichever is greater (50' Row)
Side 5' from property line
Rear 15' from property line
Maximum Height 32'
Maximum coverage of lot by structures 45% (27% actual coverage)

DESIGNATED FLOODPLAIN: YES _____ NO X
GEOLOGIC HAZARD: YES _____ NO _____
CENSUS TRACT 6 TRAFFIC ZONE 30
PARKING REQ'MT 2
SPECIAL CONDITIONS: The 2 existing buildings may not be used as dwelling units once the new home is occupied.

Modifications to this Planning Clearance must be approved, in writing, by this Department. The structure approved by this application cannot be occupied until a final inspection has been completed by the Building Department (Section 305, Uniform Building Code).

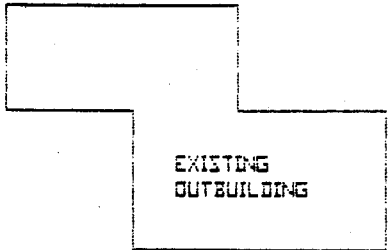
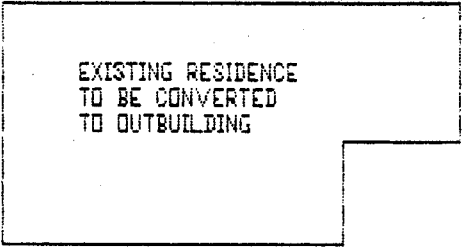
I hereby acknowledge that I have read this application and the above is correct, and I agree to comply with the requirements above. I understand that failure to comply shall result in legal action.

Department Approval Kathy Porter
Date Approved 12/29/93

Applicant Signature [Signature]
Date 12/29/93

VALID FOR SIX MONTHS FROM DATE OF ISSUANCE (Section 9-3-2D Grand Junction Zoning & Development Code)

(White: Planning) (Yellow: Customer) (Pink: Building Department)

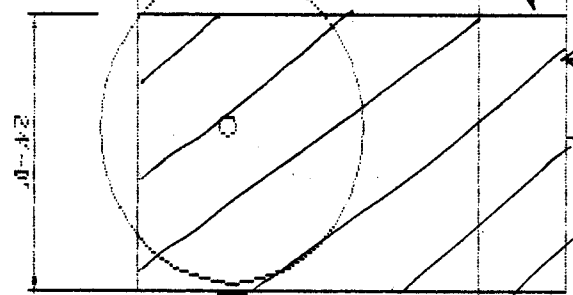


135'-0"

35'-0"

44'-0"

95'



24'-0"

41'-0"

40'

EPPE DRIVE

ACCEPTED *RP 12/29/93*
ANY CHANGE OF SETBACKS MUST BE
APPROVED BY THE CITY PLANNING
DEPT. IT IS THE APPLICANT'S
RESPONSIBILITY TO PROPERLY
LOCATE AND IDENTIFY EASEMENTS,
AND PROPERTY LINES.

TOLERANCES
(EXCEPT AS NOTED)
DECIMAL

AGREEMENT TO VACATE STRUCTURE

THIS AGREEMENT made this 20th day of December, 1993, by and between Todd Miracle and Pam Miracle hereinafter referred to as "OWNER" and THE ENERGY OFFICE.

WHEREAS, the OWNER intends to replace an existing residence with a new residence known as 116 Epps Drive, Grand Junction, Colorado in accordance with the General Requirements of THE ENERGY OFFICE as well as any and all applicable State and local building codes and zoning laws.

AGREEMENT between THE ENERGY OFFICE and the OWNER is as follows:

1. The OWNER does hereby agree to vacate the structure which currently acts as the residence for Todd and Pam Miracle upon completion of the new residence and issuance of Certificate of Occupancy.
2. In conjunction with providing water, natural gas and electricity to the new house to be located at this address, THE ENERGY OFFICE will disconnect the following services to the structure currently serving as principal residence:
 - a. Water Service
 - b. Natural Gas Service
 - c. Electrical Service
3. The OWNER hereby agrees not to sublet or occupy either of the two buildings which will remain on this parcel. The use of these two buildings is restricted to use as outbuildings only. Failure to comply will be a violation of the Zoning Laws of the City of Grand Junction.

EXECUTED at Grand Junction, Colorado, this 20th day of December, 1993.

Pam J miracle
OWNER

Todd Miracle
OWNER

Elden H. Kugman
THE ENERGY OFFICE

WE, Todd Miracle and Pam Miracle, 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 Lots 8 and 9, Block 1, Epps Subdivision, section 7 1S 1E 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 8 and 9 are and shall be treated as one parcel for the principal use of a single family residence 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 Lot 8 and Lot 9, 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 8 and 9 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.

In addition, we hereby acknowledge that under the current zoning there can be only one occupied dwelling unit on Lots 8 and 9 as attached by this instrument. Upon completion of the new residence as shown on the attached site plan, we agree to vacate the structure currently occupied and agree not to sublet or occupy either of the two buildings which will remain on this property in addition to the new residence. The use of these two buildings is restricted to use as out-buildings only. Failure to comply will be a violation of the Zoning Laws of the City of Grand Junction.

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 Lot 8 and/or Lot 9 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.

IN WITNESS WHEREOF, WE, have signed, executed and acknowledged this instrument on this 28 day of December 1993.

Todd Miracle
Todd Miracle

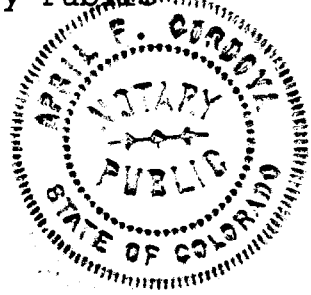
Pam J miracle
Pam Miracle

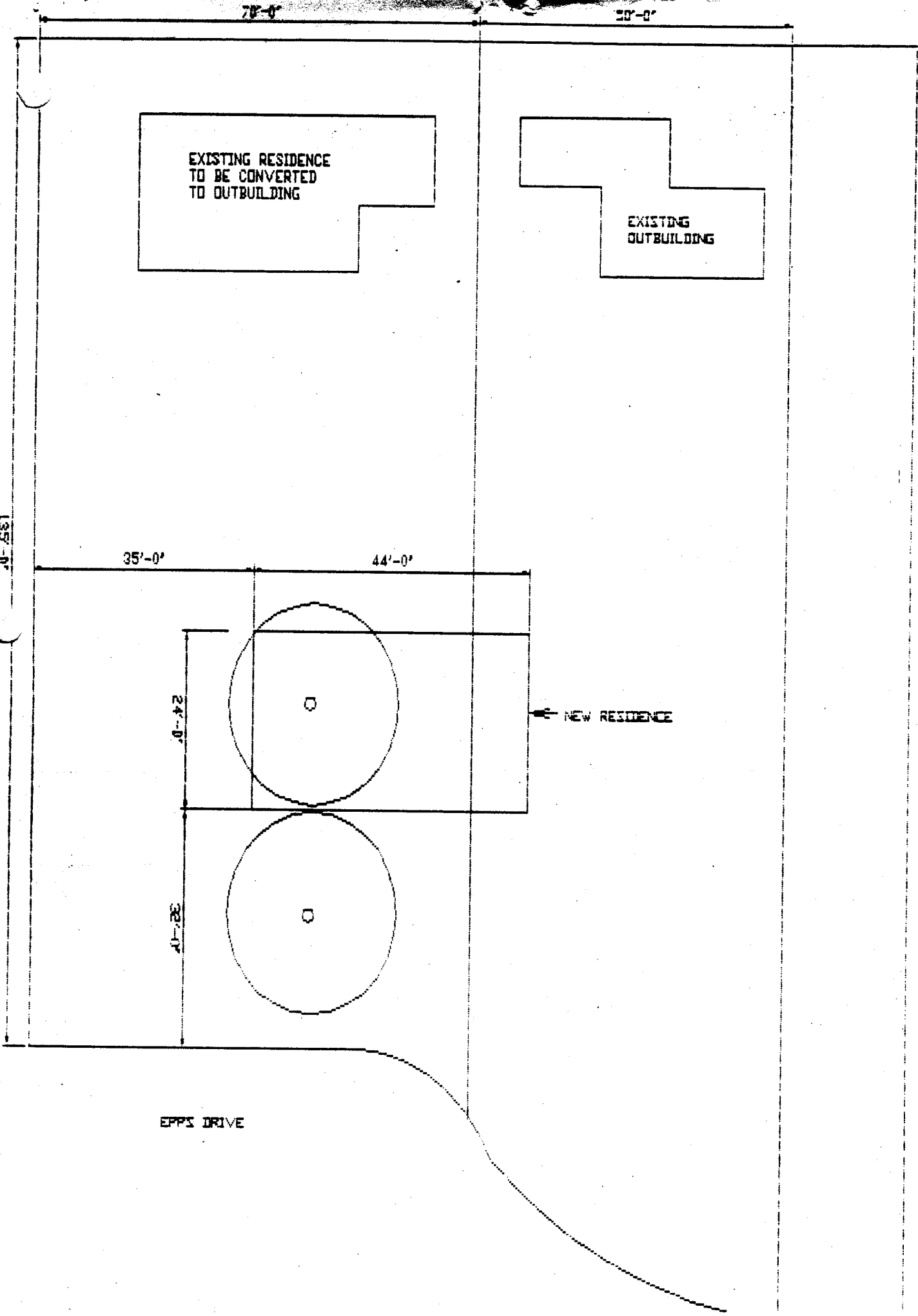
STATE OF COLORADO
COUNTY OF MESA

The foregoing agreement was subscribed and sworn to before me this 28 day of December 1993 by Todd Miracle and Pam Miracle.

April F. Cordova
Notary Public

My commission expires 4/8/97





0-581

