

DATE SUBMITTED: June 17, 1993

PERMIT NO. 45832

FEE \$ 5.00

PLANNING CLEARANCE

GRAND JUNCTION COMMUNITY DEVELOPMENT DEPARTMENT

BLDG ADDRESS 3001 Northridge Dr.

SQ. FT. OF BLDG: 1709' main floor, 3414' total

SUBDIVISION North Bluff Subdivision

SQ. FT. OF LOT: 24,860.0726

FILING # _____ BLK # _____ LOT # 2

NO. OF FAMILY UNITS: 1

TAX SCHEDULE # 2945-023-23-002

NO. OF BUILDINGS ON PARCEL BEFORE THIS PLANNED CONSTRUCTION: 0

OWNER Tom N. + Cecilia A. Thompson

USE OF EXISTING BUILDINGS: n/a

ADDRESS 125 Franklin Avenue #215 GJ

TELEPHONE: 243-5076-H- 243-8800-W DESCRIPTION OF WORK AND INTENDED USE: Build residential home 1-family

REQUIRED: Two plot plans showing parking, landscaping, setbacks to all property lines, and all streets which abut the parcel.

FOR OFFICE USE ONLY

ZONE RSF-4

Designated
FLOODPLAIN: YES _____ NO X

SETBACKS: FRONT 20

GEOLOGIC HAZARD: YES _____ NO _____

SIDE 7 REAR 30

CENSUS TRACT: 10 TRAFFIC ZONE: 20

MAXIMUM HEIGHT 32'

PARKING REQ'MT 2

LANDSCAPING/SCREENING REQUIRED: _____

SPECIAL CONDITIONS:
copy of access easement required

Modifications to this Planning Clearance must be approved, in writing, by this Department. The structure approved by this application cannot be occupied until a Certificate of Occupancy 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.

Kathleen M. Porter
Department Approval

Tom N. Thompson
Applicant Signature

6/18/93
Date Approved

6/17/93
Date

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into this 26 day of Aug., 1992, between William D. Merkel as the Grantor and May Belle Daniel, nka May Belle Motts, as the Grantee, who agree as follows:

RECITALS

A. Grantor is the owner of a parcel of real property located in Mesa County, Colorado, and legally described in Exhibit A attached hereto (Merkel Property).

B. Grantee is the owner of a parcel of real property located in Mesa County, Colorado, and legally described as Lot 2, North Bluff Subdivision, Mesa County, Colorado (Motts Property).

C. The Motts Property does not have adequate access and Grantee desires to acquire from Grantor a perpetual, non-exclusive egress, ingress and utility easement over and across the Merkel Property for the benefit of the Motts Property. In consideration of the covenants contained in this Easement Agreement, Grantor is willing to grant such an easement.

NOW, THEREFORE, in consideration of the Recitals above and the mutual covenants below, adequacy of which is hereby acknowledged, the parties agree:

1) Grant of Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement for ingress, egress and utilities for the benefit of the Motts Property, which easement is described as follows:

Beginning at the SW Corner of Lot 1, Block 1 of Northridge Estates Filing No. 1, said point also being the SE Corner of Lot 2 of the North Bluff Subdivision, thence along the South line of said Lot 2 South 89°58'46" West 104.24 feet, thence South 67°26'45" West 52.19 feet, thence leaving the South line of Lot 2, North 89°58'46" East 282.91 feet to the West line of Northridge Drive, thence North 0°01'14" West 20.0 feet along Northridge Drive to a point, thence along the South line of Lot 1, Block 1 of Northridge Estates Filing No. 1 South 89°58'46" West 130.47 feet to the point of beginning; Mesa County, Colorado.

2) Replat of Merkel Property. Grantor is presently planning to submit to the Planning Department a request to increase the density on the Merkel Property to allow the construction of duplex or four-plex units. Grantee agrees not to object to such a request in the change of zoning and land use.

3) Costs. Grantee agrees to pay for all costs incurred in the improvement of the Easement granted herein and

will pay for all costs of maintaining that Easement. At such time as improvements are placed on the Merkel Property, the Easement either will be graveled or paved by Grantee in order to minimize dust.

4) Non-Exclusivity. The Easement will be non-exclusive and may be used by Grantor or any successors in title to the Merkel Property, even if said property is subdivided and developed. Any cost of upgrading the Easement to accommodate additional traffic will be paid by Grantor or his successors in interest and the cost of maintaining the Easement will be apportioned among the users of the Easement.

5) Development of Merkel Property. Upon the development of the Merkel Property, Grantor may determine that it is advisable or advantageous to him to relocate the Easement in order to provide for maximum development of the Merkel Property. Grantor shall be entitled to move the Easement to any other location on the Merkel Property provided that such movement of the Easement does not impair or impede access to the Motts Property. Any costs associated with the relocation of the Easement shall be paid for by Grantor.

6) Dedication. Grantee agrees to cooperate with Grantor at any time in the future by signing whatever documents may be required to dedicate the Easement to a public entity or agency for public right-of-way purposes. For the purpose of making such a dedication, Grantee hereby grants to Grantor her irrevocable power of attorney. Said power of attorney is coupled with an interest and shall be deemed to be a covenant running with the land and shall be binding on the successors in interest of the Motts Property and shall not cease upon the death or disability of Grantee. The land encumbered by the power of attorney is the Motts Property and the Easement. If the County or other governmental entity does not accept the dedication of the Easement as a public roadway, Grantee and her successors, legal representatives and assigns hereby agree that the Easement can be used as a private roadway to service the needs of all properties as developed on the Merkel Property. Grantee, her successors, legal representatives and assigns shall have no right to object to or make claims against the use of the Easement based upon the increased or changed use thereof.

7) Miscellaneous.

a) This Easement Agreement shall be recorded with the Mesa County Clerk & Recorder's office and shall be binding upon the parties, their heirs, successors and assigns.

b) Grantor and Grantee acknowledge that the creation of the Easement benefits both properties.

c) This agreement shall be interpreted in accordance with Colorado law.

d) If any provision of this agreement is deemed to be invalid or unenforceable, the remainder of the agreement shall be nullified, it being the intention of the parties that this agreement is to be taken in its entirety and the validity and enforceability of each provision constitutes the consideration herein.

e) If either party incurs attorney fees in the enforcement of this agreement, the prevailing party may be awarded fees and costs against the defaulting party at the discretion of the Court.

GRANTOR:

GRANTEE:

William D. Merkel
WILLIAM D. MERKEL

May Belle Motts
MAY BELLE DANIEL, nka MAY
BELLE MOTTS

STATE OF COLORADO)
) ss
COUNTY OF MESA)

The foregoing instrument was subscribed and sworn to before me this 26 day of August, 1992, by William D. Merkel.

My commission expires: 9-21-95

WITNESS my hand and official seal.

Kimberly S. Coram-Smith
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF MESA)

The foregoing instrument was subscribed and sworn to before me this 27th day of July, 1992, by May Belle Daniel, nka May Belle Motts.

My commission expires: 11/16/94

WITNESS my hand and official seal.

Nancy C. Zeis
Notary Public

QUIT CLAIM DEED

WILLIAM D. MERKEL

whose address is 2525 N. 8th St.
Grand Junction, CO 81501
County of Mesa, and State of
Colorado

, for the consideration of
TEN DOLLARS AND OTHER VALUABLE CONSIDERATION,
~~XXXXXX~~ in hand paid,

hereby sell(s) and quit claim(s) to MAY BELLE DANIEL, N/K/A MAY BELLE MOTTS,
whose address is 120 Bookcliff Ave., Grand Junction, CO 81501

County of Mesa, and State of Colorado, the following real
property, in the County of Mesa, and State of Colorado, to wit:

An easement for ingress, egress and utilities to Lot 2, North Bluff Subdivision, Mesa County, Colorado, which easement is described as follows: Beginning at the SW Corner of Lot 1, Block 1 of Northridge Estates Filing No. 1, said point also being the SE Corner of Lot 2 of the North Bluff Subdivision, thence along the South line of said Lot 2 South 89°58'46" West 104.24 feet, thence South 67°26'45" West 52.19 feet, thence leaving the South line of Lot 2, North 89°58'46" East 282.91 feet to the West line of Northridge Drive, thence North 0°01'14" West 20.0 feet along Northridge Drive to a point, thence along the South line of Lot 1, Block 1 of Northridge Estates Filing No. 1 South 89°58'46" West 130.47 feet to the point of beginning; Mesa County, Colorado.

The granting of the above easement is subject to the terms and conditions of that certain easement agreement dated the 26 day of August, 1992, and recorded contemporaneous with this quit claim deed.

also known as street and number
with all its appurtenances

Signed this 26 day of ~~May~~ August, 19 92

William D. Merkel
William D. Merkel

STATE OF COLORADO,

County of MESA

} ss.

The foregoing instrument was acknowledged before me this
19 92, by William D. Merkel.

26 day of ~~May~~ August

My commission expires 9-21-95

WITNESS my hand and official seal.

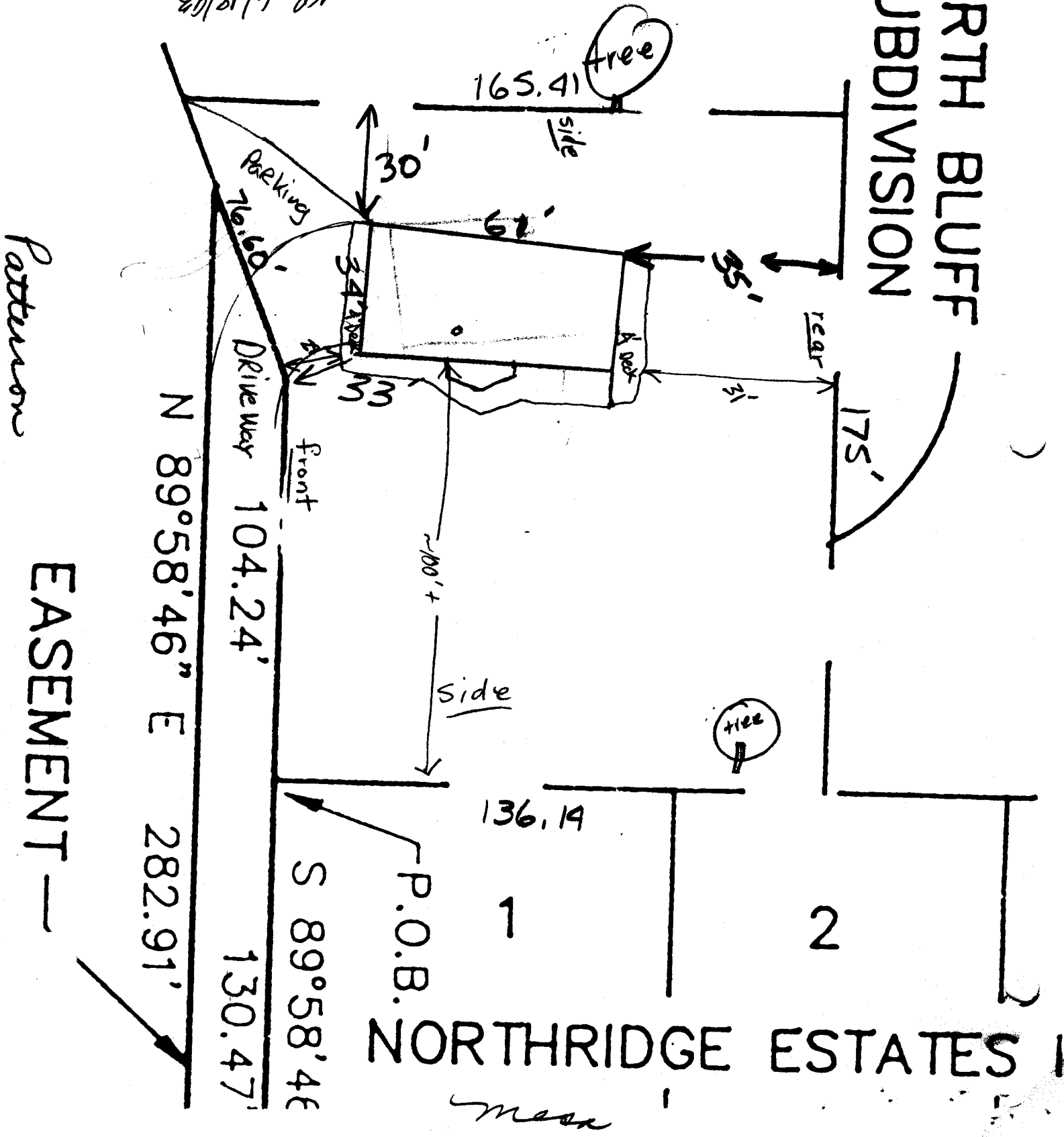
Kimberly S. Coram-Smith
Notary Public



Not to Scale

ACCEPTED RP 6/18/93
ANY CHANGE OF SETBACKS MUST BE APPROVED BY ZONING PLANNING DEPT. IT IS THE PROPERTY LOCATE AND IDENTIFY EASEMENTS AND PROPERTY LINES.

NORTH BLUFF SUBDIVISION



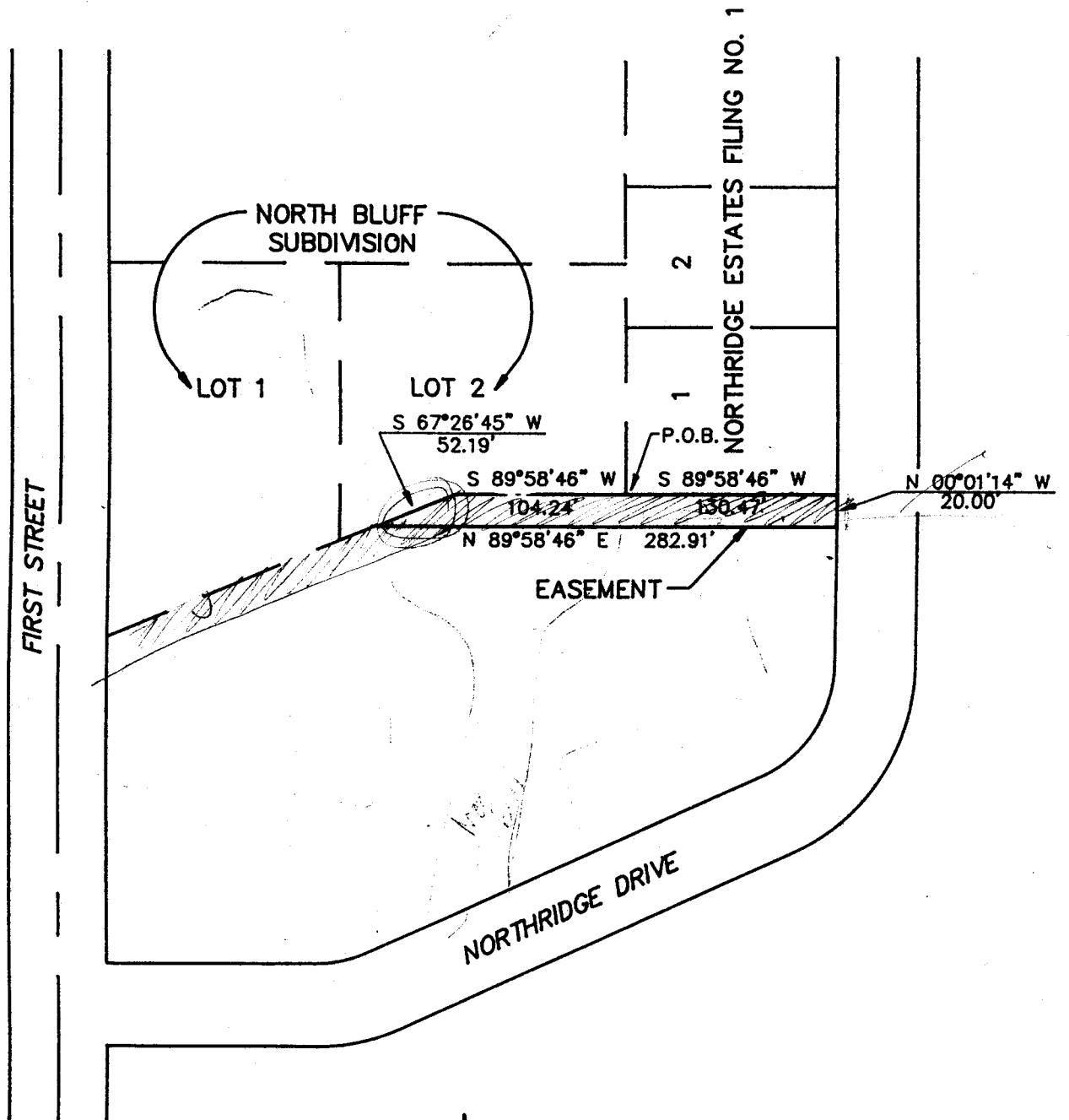
NORTHRIDGE ESTATES I

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Pasture

EASEMENT

EXHIBIT

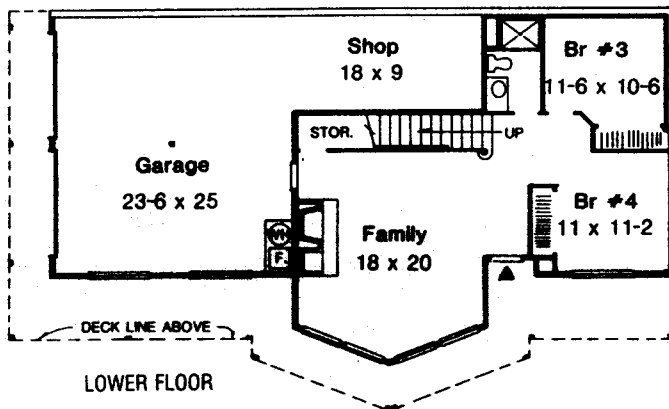
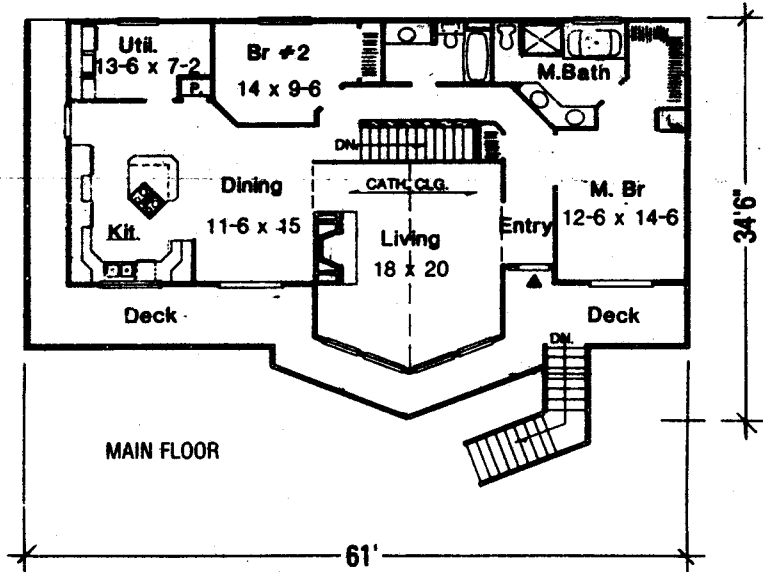


SCALE 1" = 100'



Deck Wraps Home with Plenty of Views

- A full deck and an abundance of windows surround this exciting two-level contemporary.
- Skywalls are found in the kitchen and dining room; the kitchen also features an island kitchen.
- The brilliant living room boasts a huge fireplace and cathedral ceiling, besides the stunning window wall.
- The master bedroom offers private access to the deck and an attached bath with dual vanities, large tub and a walk-in closet.
- A generous-sized family room and two extra bedrooms share the lower level with a two-car garage and storage area.



Plan NW-579

Bedrooms: 2-4	Baths: 2-3
Space:	
Main/upper floor:	1,707 sq. ft.
Lower floor:	901 sq. ft.
Total living area:	2,608 sq. ft.
Shop:	162 sq. ft.
Garage:	588 sq. ft.
Exterior Wall Framing:	2x6
Foundation options:	
Daylight basement.	
(Foundation & framing conversion diagram available — see order form.)	
Blueprint Price Code:	D