PLANNING CLEARANCE

BLDG PERMIT NO. 4861	l
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3017-0070-03-0 (site plan review, multi-family development, non-residential development)

Grand Junction Community Development Department

	V		
BLDG ADDRESS 2352 N. 7 14	TAX SCHEDULE NO. 2945 111-02-011-012		
SUBDIVISION PRO. COND. COMPLEX	SQ. FT. OF PROPOSED BLDG(S)/ADDITION		
FILING BLK LOT	SQ. FT. OF EXISTING BLDG(S) 13,500		
(1) OWNER STAN MUHR	NO. OF DWELLING UNITS		
(1) ADDRESS	BEFORE: AFTER: CONSTRUCTION		
(1) TELEPHONE	NO. OF BLDGS ON PARCEL BEFORE: AFTER: CONSTRUCTION		
(2) APPLICANT TRENT WILSON	USE OF ALL EXISTING BLDGS DENTAL OPTICAL		
(2) ADDRESS 2139 BUFFALO DR.	DESCRIPTION OF WORK & INTENDED USE:		
(2) TELEPHONE 243-0903	INTERIOR REMODLE ENTRALICE FOYER		
✓ Submittal requirements are outlined in the SSID (Submittal Standards for Improvements and Development) document.			
ZONE B-1 THIS SECTION TO BE COMPLETED BY COMMUNITY DEVELOPMENT DEPARTMENT STAFF TO Landscaping / Screening Required: YESNO			
SETBACKS: Front from Property Line (PL) or Parking Req'mt existing from center of ROW, whichever is greater			
Side from PK Rear from PL additions: wo change in use 'minor addition constitutes no increase in net			
Maximum Height Maximum coverage of lot by structures	usable floor area CENSUS TRACT 5 TRAFFIC ZONE 27		
Modifications to this Planning Clearance must be approved, in writing, by the Community Development Department Director. The structure authorized by this application cannot be occupied until a final inspection has been completed and a Certificate of Occupancy has been issued by the Building Department (Section 307, Uniform Building Code). Required improvements in the public right-of-way must be guaranteed prior to issuance of a Planning Clearance. All other required site improvements must be completed or guaranteed prior to issuance of a Certificate of Occupancy. 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 is required by the G.J. Zoning and Development Code.			
Four (4) sets of final construction drawings must be submitted and stamped by City Engineering prior to issuing the Planning Clearance. One stamped set must be available on the job site at all times.			
I hereby acknowledge that I have read this application and the information is correct; I agree to comply with any and all codes, ordinances, laws, regulations, or restrictions which apply to the project. I understand that failure to comply shall result in legal action, which may include but not necessarily be limited to non-use of the building(s).			
Applicant's Signature Deta 7/27/94			
Department Approval Date 7/27/94			

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

(White: Planning)

Utility Accounting

(Yellow: Customer)

Additional water and/or sewer tap fee(s) are required:

(Pink: Building Department)

Date

(Goldenrod: Utility Accounting)

AGREEMENT GRANTING RECIPROCAL PARKING EASEMENTS

AGREEMENT made this _____ day of June, 1991, by and between JAMES N. DARNELL, JR., and JEAN ELIZABETH DARBY, hereinafter referred to as "Darnell and Darby", 2352 North 7th Street, Grand Junction, CO 81501, and THE BISHOP OF PUEBLO, a corporation sole, 1001 North Grand Avenue, Pueblo, CO 81003, hereinafter referred to as "The Bishop".

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

- l. Darnell and Darby hereby grant to The Bishop the nonexclusive easement and right to use and occupy, solely for the purpose of the parking of motor vehicles whose occupants are engaged in church activites or functions, the parking lots and spaces now existing on the real property presently owned by Darnell and Darby and located on a portion of Lots 1 and 2 in Yocum Subdivision, Mesa County, Colorado.
- 2. The Bishop hereby grants to Darnell and Darby the non-exclusive easement and right to use and occupy, solely for the purpose of the parking of motor vehicles whose occupants are engaged in activities or business at the Darnell and Darby property, the parking lot and spaces now existing on the real property presently titled in The Bishop's name and located on a portion of Lots 1 and 2 in Yocum Subdivision, Mesa County, Colorado, just east of the Darnell and Darby property.
- 3. To the extent reasonably possible, each party shall maintain, and remove snow from, their respective parking lots which are the subject of this Agreement in such a manner so as to allow free and continuing use of and access to the said parking lots by the other party pursuant to the terms of this Agreement.
- 4. Each party shall, at their own expense, be solely responsible for maintaining, repairing and removing snow from the parking lots and parking spaces located on their respective properties.
- 5. Darnell and Darby hereby agree to indemnify, hold harmless and defend The Bishop from any liability for personal injury or property damage which shall result from, arise out of, or be attributable to, any use by Darnell and Darby of The Bishop's parking facilities pursuant to the terms of this Agreement, except for injury or damages willfully or deliberately caused by The Bishop, or agents of The Bishop.
- 6. The Bishop hereby agrees to indemnify, hold harmless and defend Darnell and Darby from any liability for personal injury or property damage which shall result from, arise out of, or be attributable to any use by The Bishop of Darnell and Darby's parking facilities pursuant to the terms of this Agreement, except for injury or damages willfully or deliberately caused by Darnell or Darby. or their agents.
- 7. The mutual easements granted by this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors or assigns.
- 8. This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Any modification of this Agreement or additional oblig. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement gation assumed by either party in writing signed by each party shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

10. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado of Colorado.

Jean Elizabeth Darby By James N. Darnell, Jr. Her Attorney-In-Fact

THE BISHOP OF PUEBLO, a corporation sole

ATTEST: JOHN R. BENO STATE OF COLORADO,

BISHOP ARTHUR N.

The foregoing instrument was acknowledged before me this acknowledged before me this James N. Darnell, Jr., individually, Jr. day of June, 1991, by James N. Darnell, Jr., individually, Jr. day of June, 1991, by Jean Elizabeth Darby. and as attorney-in-fact for Jean Elizabeth Darby. COUNTY OF M E S A.

My commission expires:

Witness my hand and official seal.

STATE OF COLORADO,

The foregoing instrument was acknowledged before me this 2ND day of July, 1991, for The Bishop of Pueblo, a corporation sole, by Bishop Arthur N. Tafoya, President, and John R. Beno. Secretary. COUNTY OF PUEBLO.

of the Bishop of Pueblo, a Corporation Sole

<u>August 31, 1993</u> My commission expires:

Witness my hand and official seal.

Jean Elizabeth Darby By James N. Darnell, Jr., Her Attorney-In-Fact THE BISHOP OF PUEBLO, a corporation sole BISHOP ARTHUR N. The foregoing instrument was acknowledged before me this day of June, 1991, by James N. Darnell, Jr., individually, and as attorney-in-fact for Jean Elizabeth Darby. Witness my hand and official seal.

STATE OF COLORADO, ss. COUNTY OF PUEBLO.

My commission expires:

ATTEST:

JOHN R. BENO

STATE OF COLORADO,

COUNTY OF M E S A.

The foregoing instrument was acknowledged before me this 2ND day of JULY, 1991, for The Bishop of Pueblo, a corporation sole, by Bishop Arthur N. Tafoya, President, and John R. Beno, Secretary, of the Bishop of Pueblo, a Corporation Sole

My commission expires: Witness my hand and official seal.

SS.

