

FEE \$ 10
TCP \$ 0

BLDG PERMIT NO. 63073

School \$ 292

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

THIS SECTION TO BE COMPLETED BY APPLICANT

BLDG ADDRESS 673 INDEPENDENCE RANCH ROAD TAX SCHEDULE NO. 2947-152-00-014
 SUBDIVISION INDEPENDENCE RANCH SQ. FT. OF PROPOSED BLDG(S)/ADDITION 2218 #
 FILING 1 BLK 1 LOT 3 SQ. FT. OF EXISTING BLDG(S) —
 (1) OWNER TML ENTERPRISES NO. OF DWELLING UNITS BEFORE: 0 AFTER: 1 THIS CONSTRUCTION
 (1) ADDRESS P.O. Box 2401 NO. OF BLDGS ON PARCEL BEFORE: 0 AFTER: 1 THIS CONSTRUCTION
 (1) TELEPHONE 248-9815 USE OF EXISTING BLDGS —
 (2) APPLICANT TML ENTERPRISES DESCRIPTION OF WORK AND INTENDED USE: New Home
 (2) ADDRESS P.O. Box 2401
 (2) TELEPHONE 248-9815

REQUIRED: Two (2) plot plans, on 8 1/2" x 11" paper, showing all existing and proposed structure location(s), parking, setbacks to all property lines, ingress/egress to the property, and all easements and rights-of-way which abut the parcel.

THIS SECTION TO BE COMPLETED BY COMMUNITY DEVELOPMENT DEPARTMENT STAFF

ZONE PR-2.4 Maximum coverage of lot by structures N/A
 SETBACKS: Front 25ft from property line (PL) or — from center of ROW, whichever is greater Parking Req'mt 2 spaces
 Side 10ft from PL Rear 20ft from PL Special Conditions NONE
 Maximum Height 32ft
Annex CENSUS TRACT 14.02 TRAFFIC ZONE 89

Modifications to this Planning Clearance must be approved, in writing, by the Director of the Community Development Department. 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 305, Uniform Building Code).

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).

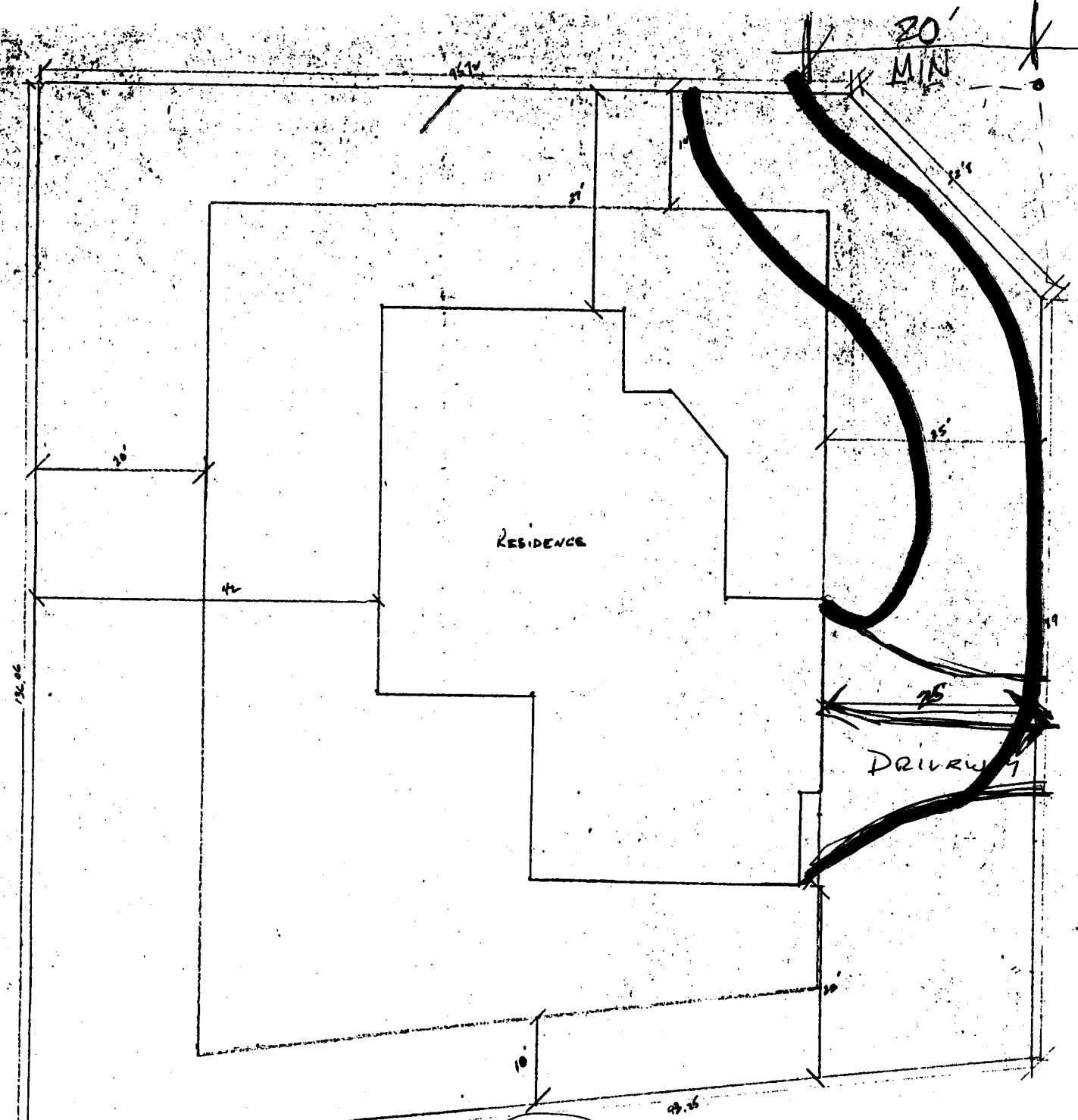
Applicant Signature [Signature] Date 11/24/97
 Department Approval [Signature] Date 11/26/97

Additional water and/or sewer tap fee(s) are required: YES NO W/O No. # 10737

Utility Accounting [Signature] Date 11-26-97

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

(White: Planning) (Yellow: Customer) (Pink: Building Department) (Goldenrod: Utility Accounting)



ACCEPTED *AT* 11-26-97
 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.

673 INDEPENDENCE RANCH ROAD

DRIVEWAY LOCATION OK. UNTIL ACCESS EASEMENT TO INDEPENDENCE RANCH

RD - IS SECURED
 DL DeBeck 11/26/97

EASEMENT DEED AND AGREEMENT

This EASEMENT DEED AND AGREEMENT ("Agreement") made, effective as of November 17, 1997, by and between INDEPENDENCE RANCH HOMEOWNERS ASSOCIATION, INC., a Colorado non-profit corporation, hereinafter referred to as "Grantor," and LAUGHING WATERS, LLP, of 101 South 3rd Street, #275, Grand Junction, CO 81501, hereinafter referred to as "Grantee."

The parties agree as follows:

**SECTION ONE
CONVEYANCE OF EASEMENT**

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, hereby grants and conveys to Grantee an easement as more particularly described on Exhibit "A" attached hereto subject to all current and subsequent real property taxes and assessments, restrictions and reservations of record over and across the property of Grantor described as follows:

Tract "A," Independence Ranch Subdivision, Filing 1, Mesa County, Colorado

The easement is and shall be perpetual and nonexclusive.

**SECTION TWO
DESCRIPTION OF EASEMENT**

An easement over and across the property of Grantor for the benefit of Grantee's property as described on Exhibit "B" attached hereto for the use and benefit of Grantee, their employees, agents and contractors, or any of their successors in title. The easement is for the sole and exclusive purpose of ingress, egress and installation of utilities for residential use. Grantee shall have the right to access existing public utilities and irrigation located in the easement subject to the rules, regulations and fees of the utility provider.

**SECTION THREE
CONDITIONS**

- (a) Grantee shall not fence the easement, and agrees and understands that Grantor has no responsibility for the repair and maintenance of the utilities located in the easement or any driveway cut located on the easement;
- (b) Grantee shall promptly repair any damage it shall do to Grantor's real property; shall maintain the driveway located on the easement in a manner to minimize dust and shall implement dust control measures on a regular basis as required to keep dust to a minimum;
- (c) Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by the exercise of the rights granted herein or by any

wrongful or negligent act or omission of Grantee or of their agents in the course of their employment and shall annually provide Grantor and its successors in title with a certificate of insurance showing general liability insurance in force having minimum limits of \$300,000 and endorsing Grantor or its successors in title as an additional insured;

(d) Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument.

**SECTION FOUR
EASEMENT TO RUN WITH LAND**

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

**SECTION FIVE
NOTICES**

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each property owner as set forth in the records of the Mesa County Assessor.

**SECTION SIX
GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The rule of strict construction does not apply to this instrument. This Easement Deed shall be given a reasonable construction in light of the intention of the parties to provide access and utilities for the property of Grantee subject to the maintenance obligations of Grantee.

**SECTION SEVEN
ENTIRE AGREEMENT**

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.

**SECTION EIGHT
MODIFICATION OF AGREEMENT**

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

EXHIBIT "A"

An Easement for ingress, egress and utility being 24 feet in width, located in Tract "A," Independence Ranch, Filing 1, more particularly described as follows:

A twenty-four foot wide easement across Tract A of Independence Ranch Subdivision Filing 1, a subdivision of Mesa County, Colorado; said easement lying twelve feet on each side of the following described centerline:

Beginning at a point on the westerly line of said Tract A, whence the easterly corner common to Lots 3 and 4, Block 1 of Independence Ranch Subdivision Filing 1 bears S03°07'32"E, a distance of 31.95 feet; thence N89°35'44"E a distance of 14.50 feet to the westerly right-of-way line of Independence Ranch Road, the Point of Termination.

The sidelines of said easement shall be shortened or extended to terminate at the intersecting property lines.

All in Mesa County, Colorado.

EXHIBIT "B"

Lot 3, Block 1, Independence Ranch Subdivision, Filing 1, Mesa County Colorado