

## AGREEMENT REGARDING DEVELOPMENT OF LAND

This Agreement Regarding Development of Land (the "Agreement") dated as of FEBRUARY 3, 2022 is between Feathered Elk Ranch LLC ("Landowner") and Routt County, Colorado ("County") by and through its Board of County Commissioners.

### Recitals

- A. Landowner is the owner of the real property described in Exhibit A attached hereto (the "Land"). The Land is approximately 1,268 acres in size, more or less, and is a single Buildable Lot as that term is defined in the Routt County Zoning Regulations (the "Zoning Regulations").
- B. The Land is located in the Agriculture and Forestry zone district.
- C. Currently located on the Land are two Dwelling Units containing approximately 1,066 square feet of living space ("Dwelling Unit One") and 928 square feet of living space ("Dwelling Unit Two"). Landowner desires these structures to become Secondary Dwelling Units.
- D. Landowner wishes to build three additional Dwelling Units on the land, one containing 4,434 square feet ("New Dwelling Unit Three") and two containing 1,440 square feet ("New Dwelling Unit Four" and "New Dwelling Unit Five"). Landowner desires New Dwelling Unit Three to be considered the Primary Dwelling Unit and New Dwelling Units Four and Five to be considered Secondary Dwelling Units.
- E. Section 5.3.2 of the Zoning Regulations permits the construction and maintenance of one Primary Dwelling Unit and additional Secondary Dwelling Units on a Buildable Lot of at least 70 acres on the condition that each Secondary Dwelling Unit is no greater than 2,000 square feet, and that there are at least 35 acres for each Dwelling Unit. The Regulations also require the Landowner to execute and deliver to the Planning Director an agreement preventing any subdivision or other separation of interests in the Land on which the Primary Dwelling Unit and the Secondary Dwelling Unit is located which would result in the increase in the residential density of the Buildable Lot in excess of that permitted by the Zoning Regulations.
- F. Landowner and County intend this Agreement to be the agreement required by Section 5.3.2.
- G. Pursuant to Routt County Resolution Number 2006-078 the Board of County Commissioners has delegated to the Routt County Planning Director the authority to sign this type of agreement.

Terms and Conditions

1. Landowner shall be permitted to construct and maintain New Dwelling Units Three, Four, and Five on the Land in addition to Dwelling Units One and Two, subject to Landowner's compliance with the terms and conditions set forth below. Upon its completion, New Dwelling Unit Three shall be considered the Primary Dwelling Unit and Dwelling Unit One, Dwelling Unit Two, New Dwelling Unit Four and New Dwelling Unit Five shall be considered the Secondary Dwelling Units, as that term is defined in the Routt County Zoning Regulations.
2. The habitable space within any Secondary Dwelling Unit shall not be permitted to exceed 2,000 square feet. The square footage of all Dwelling Units shall be calculated in accordance with the rules set forth in the Zoning Regulations.
3. Landowner shall not divide, or permit the division of, the Land pursuant to the exemption from county subdivision regulations provided in the definition of "subdivision" in Colorado Revised Statute Section 30-28-101(10)(b) (often referred to as Senate Bill 35), if such division of the Land would result in a violation of the rules concerning density of residential development or the size or location of Dwelling Units contained in the Zoning Regulations at the time of the division of the Land. In addition, the Landowner shall not divide, or permit the division of the Land, so that a Primary Dwelling Unit and a Secondary Dwelling Unit, which is over 800 square feet in size, is on a Buildable Lot of 70 acres or less.
4. At no time shall there be more than one Dwelling Unit for each 35 acres.
5. If Landowner breaches this Development Agreement, Landowner agrees (1) immediate irreparable injury will result from any breach, (2) such injury can be prevented by injunctive relief, (3) the County lacks a plain, speedy and adequate remedy at law, (4) money damages are inadequate to remedy the injury or threatened injury, and (5) injunctive relief preserving the status quo will not disserve the public interest. Landowner further agrees that the County shall be entitled to injunctive relief to prevent the breach or threatened breach of this Agreement, and the County shall be so entitled without a showing that it would be entitled to any order or judgment requiring specific performance of the terms of this Agreement. In addition, the County shall be entitled to enforce the provisions of its Zoning Resolution and Subdivision Regulations either by civil action or criminal process and to recover such fines, assessments and penalties as provided in such regulations and resolutions or by Colorado law.
6. In the event either Landowner or County brings suit to enforce or interpret any portion of this Agreement, the party prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney fees.
7. This Agreement is to be recorded in the records of the Office of the Clerk and Recorder of Routt County, Colorado.

8. This Agreement shall run with the Land and shall be a perpetual burden on the Land. This Agreement shall be binding on and inure to the benefit of Landowner and County and their successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. The rights of County pursuant to this Agreement shall be automatically transferred to any successor governmental entity with authority to regulate the subdivision or zoning of the Land.
9. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of law rules. Landowner agrees that venue for any action on this Agreement shall be in the Colorado judicial district in which Routt County, Colorado is located at the time of such action.

Landowner:

Robert C. Miller  
Robert C. Miller, Manager

STATE OF NEW YORK     )  
  )ss.  
COUNTY OF WESTCHESTER

The foregoing instrument was acknowledged before me 3 of February 4, 2022, by Robert C. Miller, as Manager of Feathered Elk Ranch, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires 4/18/2024.

MICHAEL CAISSELLA  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01961110005

QUALIFIED IN WESTCHESTER COUNTY

MY COMMISSION EXPIRES APRIL 12, 2024

Michael Caisella  
Notary Public (or official title)

The Planning Director of Routt County, Colorado this 15<sup>th</sup> of February, 2022 accepts the foregoing Agreement.

Kristy Winser  
Kristy Winser  
Planning Director, Routt County, Colorado  
Per delegation under Resolution Number  
2006-078

**EXHIBIT "A"**  
Attached to and forming a part of  
**SPECIAL WARRANTY DEED**  
between

**GRANTOR: DARRELL W. CAMILLETTI AND CAROL L. CAMILLETTI**

**GRANTEE: FEATHERED ELK RANCH, LLC, A COLORADO LLC**

**LEGAL DESCRIPTION**

**PARCEL A:**

**Township 4 North, Range 87 West of the 6th P.M.**

**Section 19: E1/2SW1/4, S1/2SE1/4, Lot 4, SE1/4NE1/4**

**Section 20: NW1/4, W1/2E1/2, W1/2SW1/4, SE1/4SW1/4, NE1/4SW1/4**

**Section 30: N1/2NE1/4, NE1/4NW1/4**

**EXCEPT THE FOLLOWING TRACTS OF LAND;**

**Tract A:**

Being a portion of Lot 4, (SW1/4SW1/4) Section 19, Township 4 North, Range 87 West of the 6th P.M. Beginning at the SW corner of said Section 19, Station 56 of the survey, thence north along the Range Line between Townships 4 North, Ranges 87 and 88 West of the 6th P.M., a distance of 1320 feet, more or less, to the 1/16 Corner Station 63; thence east 650 feet, more or less, to the west side of County Road No. 37A, Station 65; thence along the west side of said road S 15°45' W 412 feet to Station 67; thence S 6°40' W 340 feet to Station 68; thence S 15°00' E 615 feet, more or less, to Station 66 on the south line of said Section 19; thence west along said south line of said Section 19, 650 feet, more or less, to the SW corner of said Section 19, Station 56 and place of beginning.

**Tract B:**

Being a portion of the NE1/4NW1/4 of Section 30, Township 4 North, Range 87 West of the 6th P.M. Beginning at the SW Corner of said subdivision, Station 77; thence N 1060 feet, more or less, to the south side of County Road No. 29 at Station 76; thence S 71°32' E 283 feet to Station 75; thence S 86°00' E 240 feet to Station 74; thence S 54°25' E 294 feet to Station 73; thence S 84°50' E 420 feet to Station 72; thence S 54°52' E 203 feet, more or less, to Station 71A; thence S 630 feet along the east line of said subdivision to the SE Corner of said subdivision; thence W 1320 feet, more or less, along the south line of said subdivision, the SW Corner of said subdivision .

**Tract C:**

Being a portion of the NW1/4NE1/4 of Section 30, Township 4 North, Range 87 West of the 6th P.M. Beginning at the SW Corner of said subdivision; thence N 630 feet, more or less, to the south line of County Road No. 29, Station 71A; thence S 54°52' E 95 feet to Station 71; thence S 33°32' E 480 feet to Station 70; thence S 63°47' E 406 feet, more or less, to the south line of said subdivision at Station 69; thence west along said south line 710 feet, more or less, to place of beginning, being the SW Corner of said subdivision and the SE Corner of Tract B.

**PARCEL B:**

**Township 4 North, Range 87 West of the 6th P.M.**



SPECIAL WARRANTY DEED -

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Section 17: SW1/4SW1/4

Section 18: S1/2SE1/4, SE1/4SW1/4

Section 19: Lot 1, E1/2NW1/4, W1/2NE1/4, N1/2SE1/4, NE1/4NE1/4

**EXCEPT THE FOLLOWING TRACT OF LAND:**

Being a portion of SE1/4SE1/4 Section 18, Township 4 North, Range 87 West of the 6th P.M.

Beginning at a point from whence the SE Corner of said Section 18, bears S 74°53' E a distance of 746 feet.

Thence N 27°30' E a distance of 36 feet; thence N 3°00' E a distance of 202 feet; thence N 87°00' W a distance of 188 feet; thence S 3° 00' W a distance of 234 feet; thence S 87°00' E a distance of 174 feet to the place of beginning.

County of Routt, State of Colorado

County of Routt, State of Colorado.

also known by street and number as: 26105 RCR 37B, Hayden, CO 81639



**TITLE COMPANY**  
of the Rockies

SPECIAL WARRANTY DEED -  
PHOTOGRAPHIC RECORD

**0502494**  
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