

**AGREEMENT REGARDING DEVELOPMENT OF LAND
PLUMBING AGREEMENT**

This Agreement Regarding Development of Land ("Agreement") dated as of 9-24-2023 is between Melissa Heider ("Landowner") and the Board of County Commissioners ("Board") of Routt County, Colorado ("County").

Recitals

A. The Landowner is the owner of real property consisting of approximately 14.82 acres zoned Agriculture/Forestry ("A/F zone") in Routt County, Colorado described as:

[see Exhibit A]

(hereinafter "Land").

B. Landowner has an existing single family residence on the Land and desires to construct an accessory building under building permit PRAB231048 to be used as a garage, which will include plumbing ("Building").

C. Section 5.1.3.C of the Routt County Zoning Regulations provides:

"In the event that an owner of land applies for a building permit for a structure which is not allowed by these Zoning Regulations to be used as a Dwelling Unit but which contains plumbing for water and/or sewage systems, the Planning Director shall require the owner to sign a recordable agreement limiting the use of the building to uses other than as a Dwelling Unit. The Planning Director may refuse to allow a building permit to be issued without the signed agreement."

D. Landowner and County intend this Agreement to be the agreement required by Section 5.1.3.C.

E. Pursuant to Routt County Resolution Number 2022-075, 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. The Building shall not be used for overnight accommodations, lodging, or boarding, as guest quarters, or as any type of Dwelling Unit, which is defined in the Routt County Zoning Regulations as *"A building or part of a building providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation as defined by the IRC (International Residential Code), for not more than one family."*

2. 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 and to recover such

Exhibit A

A tract of land in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25 (described under the Resurvey as part of Tract 74), Township 5 North, Range 85 West of the 6th P.M., and being more particularly described as follows:

BEGINNING at Corner No. 4, Tract 74 SW $\frac{1}{4}$ of Section 25; thence along the south line of Tract 74 $89^{\circ}37'09''$ W, 1330.80 feet to the Corner No. 3 of Tract 74; thence along the west line of tract 74, N $00^{\circ}15'10''$ W, 452.28 feet; thence N $86^{\circ}56'54''$ E, 1339.90 feet to a point on the east line of Tract 74; thence along the east line of Tract 74 S $00^{\circ}35'00''$, 514.80 feet to the point of beginning.

County of Routt, State of Colorado

Also known by street and number as: 29550 Routt County Road No. 14D, Steamboat Springs, Colorado 80487