

Clerk and Recorder: Please index in real property transfer records with Routt County, Colorado, a body corporate and politic, as Grantee and Jimmy Loy Ellis as Grantor. Affects title to: Property described in Paragraph A of the Recitals, below.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") dated as of 19 July 1998, 1998, is between and among Jimmy Loy Ellis ("Landowner") and Routt County, Colorado ("County"), acting by and through its Board of County Commissioners.

Recitals

A. Landowner submitted an application (the "Application") under Section 11.2 of the Routt County Subdivision Regulations (Section 11.2 also being referred to as the Minor Development Subdivision Exemption Regulations) with respect to an approximately 120.61 acre parcel described as the SE1/4NE1/4, E1/2SE1/4 Section 10 and Tract 115, Section 11, T5N, R85W, of the 6th P.M., Routt County Colorado (the "Land").

B. All capitalized terms used in this Agreement not otherwise defined herein shall have the definitions assigned to those terms in the Routt County Zoning Resolution and Routt County Subdivision Regulations.

C. The Application requested approval of the subdivision of the Land into three separate parcels including two Buildable Lots, identified as Lot 1 and Lot 2, and one Remainder Parcel, identified as Remainder Lot 3. The proposed minor development subdivision (the "MDSE") will be identified as "Echo Valley Ranch Minor Development Subdivision Exemption."

D. The Board granted approval of the MDSE subject to certain conditions, including the condition that, pursuant to the Routt County Subdivision Regulations, Landowner enter into a Development Agreement setting forth certain restrictions on the use and development of the Land which were established during the review of the Application or which are required by the Minor Development Subdivision Exemption Regulations.

E. Landowner and County intend this Agreement to be the Development Agreement required as a condition of the approval of the MDSE.

Agreement

1. The Land shall be subdivided into not more than two Buildable Lots, to be designated Lot 1 and Lot 2, and one Remainder Parcel to be designated as Remainder Lot 3, and such lots shall have the following approximate acreages:

Lot 1 10 acres

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Kay Weinland
Routt County Clerk & Recorder

Lot 2	10 acres
Remainder Lot 3	100.61 acres

The Buildable Lots and Remainder Parcel are identified on a plat recorded at File # _____ (the "Plat"). The Plat and all terms and conditions thereof are incorporated herein by this reference. The Land, Buildable Lots, and Remainder Parcel shall not be further subdivided.

2.
 - a. One Dwelling Unit may be constructed on each of the Buildable Lots and the Remainder Parcel identified on the Plat.
 - b. Each of the Buildable Lots and the Remainder Parcel shall be eligible for the maintenance of a Secondary Dwelling Unit which shall be an Attached Unit and shall be subject to the rules on Secondary Dwelling Units as provided in the Routt County Zoning Resolution.
 - c. All Structures permitted to be constructed on either Lot 1 or Lot 2, with the exception of fences, roads, driveways, signs required or permitted to be posted by the Routt County Addressing Policy or Zoning Resolution, trails, utility installations, ditches, ponds, and other similar Structures, shall be constructed only within the Building Envelope(s) for such Lot as designated on the Plat.
 - d. Additional restrictions on construction and use of Buildable Lots and Remainder Parcels:
 - i. The owner of any Buildable Lot or Remainder Parcel shall not permit Domestic Predators to run at large and shall construct effective physical restraints, such as runs, pens, or fenced enclosures, for Domestic Predators to prevent harassment of wildlife.
 - ii. The owner of any Buildable Lot or Remainder Parcel shall revegetate, with plant materials of reasonable quantity and quality, all driveway cuts and construction sites within one growing season of completion of the construction causing ground disturbance. In relation to such construction, each owner shall follow the guidelines set forth in the *Routt County Guide to Water Quality and Erosion Control*.
 - iii. The owner of any Buildable Lot or Remainder Parcel shall control the spread of noxious weeds onto adjoining properties and comply with the Colorado Noxious Weed Act, as amended, and the recommendations of the Routt County Noxious Weed Advisory Board.
 - iv. All lighting on any Buildable Lot or Remainder Parcel shall be downcast and reasonably limited in height and number, as may be needed

for security purposes, and general upward lighting of buildings shall be prohibited.

3. The Landowner, the owners of any Buildable Lot(s) or Remainder Parcel(s), or a homeowners' association, if any, shall be responsible for the following items a. through c., jointly and severally or as may be determined by agreement or covenant, provided that any such agreement shall not diminish the following obligations but only allocate responsibility therefor:

a. The road shown on the Plat, named Echo Valley Lane, shall provide adequate access by emergency vehicles to Lot 2 and Remainder Lot 3, and shall be posted with road signs in accordance with the Routt County Road Addressing, Naming, and Signing policy adopted January 16, 1996, by the Board of County Commissioners and as thereafter amended. No Certificate of Occupancy for a Dwelling Unit on Lot 2 or Remainder Lot 3 shall be issued unless and until the road shown on the Plat has been completed and posted as provided above. The road shall be reasonably maintained after it has been constructed, including making routine repairs and maintenance, grading and graveling, snowplowing, and maintaining any street name or other signs.

b. All areas disturbed by any construction of or excavation for roads or driveways accessing the lots shall have topsoil replaced and be revegetated within one growing season after the completion of such construction or excavation.

c. To the extent that any owner has any obligation for fence maintenance pursuant to the Colorado Fence Law and any agreements with adjacent land owners, that portion of the fence around the perimeter of the Buildable Lot(s) and/or Remainder Parcel shall be maintained in accordance with the Fence Law. For the purposes of interpreting the Colorado Fence Law, each Buildable Lot and Remainder Parcel shall be considered to be "agriculture or grazing lands," regardless of whether they are used as such.

4. In the event of a breach or threatened breach of this Agreement, County shall be entitled to an order or judgment requiring specific performance of the terms of this Agreement without showing that legal damages are inadequate and shall be entitled to injunctive relief without showing that irreparable injury will result from a breach or threatened breach of this Agreement. In addition, County shall be entitled to enforce the provisions of its Zoning Resolution and/or 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.

5. 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.

6. This Agreement shall run with the Land and shall be a perpetual burden on the Land and each Buildable Lot and Remainder Parcel as provided herein and on the Plat. This Agreement shall be binding on and inure to the benefit of Landowner and County and all their successors and assigns, specifically including the subsequent owners of Buildable Lots and Remainder Parcels, and any homeowners association, established pursuant to this Agreement or otherwise. This Agreement shall not be deemed to be for the benefit of or enforceable by any third party.

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 may not be amended except by a written document executed by the County and the homeowners association established for the representation of the owners of the Buildable Lots and the Remainder Parcels. Moreover, it may only be amended in accordance with the provisions of the Routt County Subdivision Regulations which provide:

a. the provisions of this Agreement establishing or limiting the number of Dwelling Units permitted in the MDSE may be amended with the agreement of the Board of County Commissioners, after review of the proposed amendments by the Routt County Regional Planning Commission, only (i) following the expiration of the forty year period following the date on which this Agreement is first recorded in the Office of the Routt County Clerk and Recorder and (ii) upon a showing sufficient to permit the rezoning of the portion of the Land which would be affected by the proposed amendment; and

b. the provisions of this Agreement, other than those establishing or limiting the number of Dwelling Units permitted in the MDSE, may be amended with the agreement of the Board of County Commissioners, following review of the proposed amendments by the Routt County Regional Planning Commission, if the Board of County Commissioners finds that, as a result of a change in the zone district regulations applicable to the Land or as a result of a change in other circumstances, the provision proposed to be amended no longer serves the purpose for which it was established and the interest of the public would not be injured as a result of the change.

9. 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.

10. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws 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.

