

AGREEMENT REGARDING DEVELOPMENT OF LAND

This Agreement Regarding Development of Land ("Agreement") dated as of 2/27/2023 is between the Leslie Christensen Living Trust Dated 10/1/2018 ("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 39.5 acres zoned Agriculture & Forestry ("AF Zone") in Routt County, Colorado described as:

[see Exhibit A]

(hereinafter "Land").

B. Unless defined within this Agreement, all capitalized terms shall have the meaning as contained in the current Routt County Zoning Regulations ("Zoning Regulations").

C. Landowner has an existing single family residence or Dwelling Unit ("Primary Dwelling Unit") on the Land.

D. Landowner also has several additional structures on the Land, including, a structure that is identified as Garage/Shop & Caretaker Unit on the attached site plan attached as Exhibit B (the "Garage/Shop"). As currently configured and used the Garage/Shop contains two Dwelling Units, which is not an approved use under the Routt County Zoning Regulations.

E. Landowner did not obtain a building permit of any kind when the Garage/Shop was built.

F. Pursuant to the current Zoning Regulations, only one Dwelling Unit and one Secondary Dwelling Unit is permitted on the Land.

G. Landowner desires to come in to compliance with the Zoning Regulations as well as obtain all necessary building permits.

H. 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."

I. In order to comply with the Zoning Regulations and also authorize the issuance of the building permit for the Garage/Shop, Landowner and County intend this Agreement to be the agreement required by Section 5.1.3.C.

J. 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. Except as specifically set forth below, the Garage/Shop 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. The only allowed use of the Garage/Shop as a Dwelling Unit shall be in the 650 sq ft on the first level, as permitted by building permit # PRAU220714 and as shown on Exhibit B.

3. Landowner shall immediately remove any stove or other cooking device in any other part of the Garage/Shop, including removing the associated electrical outlet and/or gas connection.

4. 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 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 substantially prevailing in such action will be entitled to recover all costs incurred in such action, including without limitation reasonable attorney fees.

6. This Agreement is to be recorded in the records of the Office of the Clerk and Recorder of Routt County, Colorado.

7. Subject to modification or termination as provided herein, 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 respective successors and permitted assigns,

and shall not be deemed to be for the benefit of or enforceable by any third party. This Agreement may not be amended except by a written document executed by both the then-owner of the Land and County.

8. 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.

STATE OF COLORADO)

)ss.

COUNTY OF ROUTT)

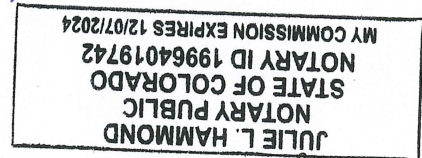
Leslie Christensen

The foregoing instrument was acknowledged before me 27th of February, 2023 by Leslie Christensen, as Trustee of the Leslie Christensen Living Trust Dated 10/1/2018.

Witness my hand and official seal.

My commission expires 12-7-2024.

Julie L Hammond
Notary Public



The Planning Director of Routt County, Colorado accepts the foregoing Agreement, this 28 day of Feb, 2023

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

EXHIBIT A

PARCEL A:

A PARCEL OF LAND LOCATED IN THE WEST HALF NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT, STATE OF COLORADO.

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FROM WHICH THE CENTER OF SECTION 17 BEARS SOUTH 02 DEGREES 39 MINUTES 48 SECONDS EAST 87.73 FEET;

THENCE NORTH 02 DEGREES 39 MINUTES 48 SECONDS WEST 1256.38 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER NORTHEAST QUARTER OF SAID SECTION 17 TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER NORTHEAST QUARTER;

THENCE NORTH 02 DEGREES 39 MINUTES 48 SECONDS WEST 159.92 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED FILED WITH THE ROUTT COUNTY CLERK AND RECORDER APPEARING IN BOOK 632 AT PAGE 604;

THENCE SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST 1220.29 FEET ALONG THE SOUTH LINE OF SAID TRACT OF LAND TO THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED FILED WITH THE ROUTT COUNTY CLERK AND RECORDER AT RECEPTION NO. 545186;

THENCE SOUTH 02 DEGREES 21 MINUTES 55 SECONDS EAST 1414.03 FEET ALONG THE WEST LINE OF SAID TRACT OF LAND; THENCE NORTH 89 DEGREES 58 MINUTES 55 SECONDS WEST 1212.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

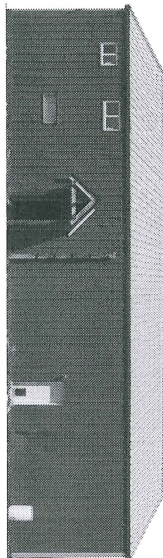
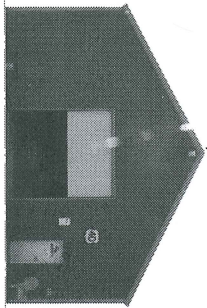
A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND LIVESTOCK TRAILING PRIVILEGES AS MORE FULLY SET FORTH AND RESERVED IN DEED RECORDED JANUARY 25, 1988 IN BOOK 632 AT PAGE 604, COUNTY OF ROUTT, STATE OF COLORADO.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, LIVESTOCK TRAILING PRIVILEGES, AND UTILITY PURPOSES AS MORE FULLY SET FORTH AND RESERVED IN WARRANTY DEED RECORDED JANUARY 18, 1994 IN BOOK 693 AT PAGE 1530, COUNTY OF ROUTT, STATE OF COLORADO.

A1.0

Exhibit B



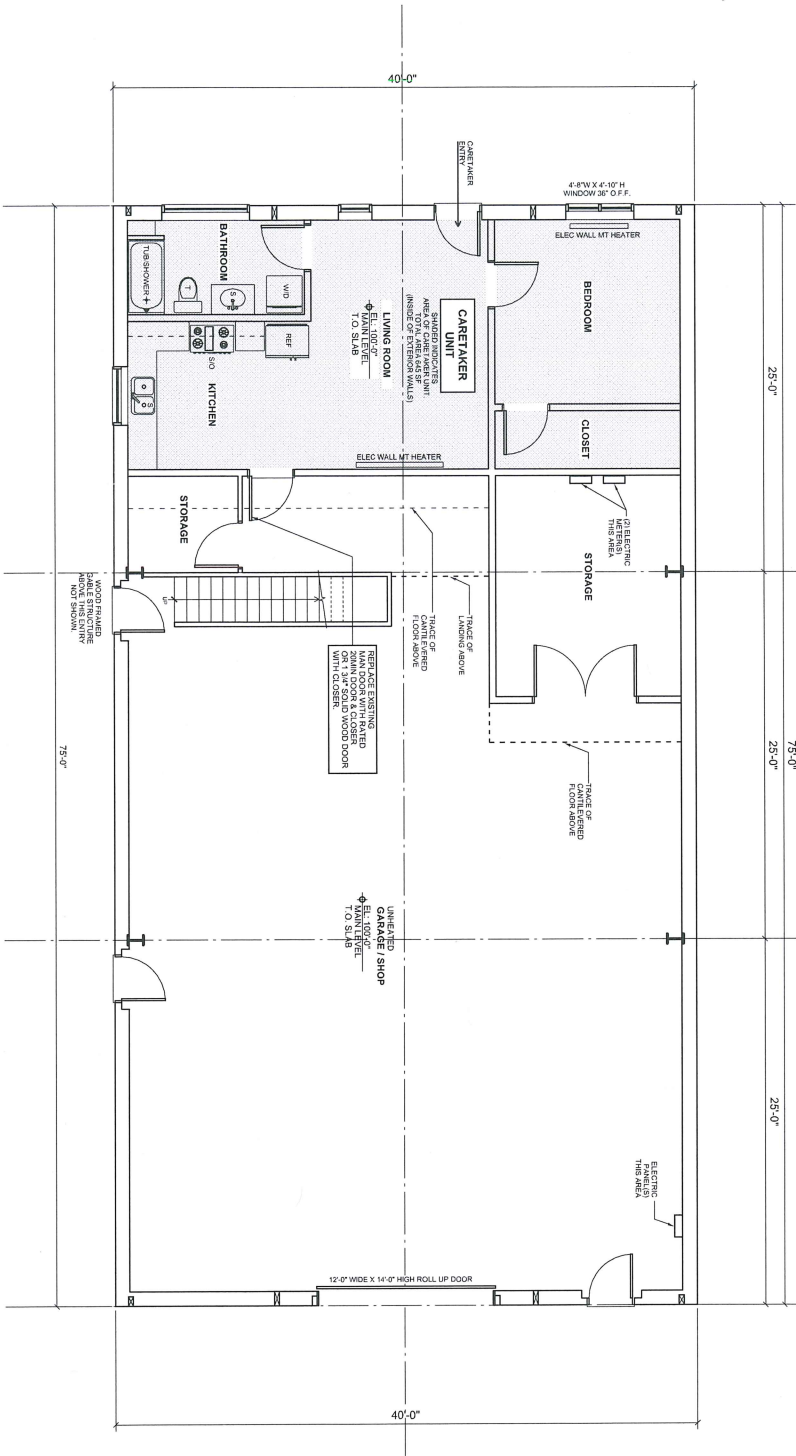
EL. 100'-0"
BASE LEVEL
TO SLAB

NORTH ELEVATION

EAST ELEVATION

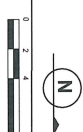
2 GARAGE - ELEVATIONS

SCALE 1/8" = 1'-0"



1 GARAGE - LOWER LEVEL PLAN

SCALE 1/4" = 1'-0"



THESE DRAWINGS
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THESE PLANS
FOR CONSTRUCTION
SAFETY

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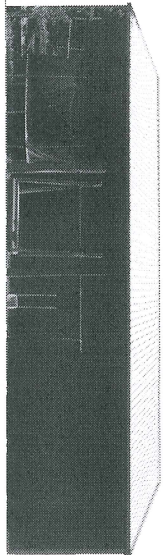
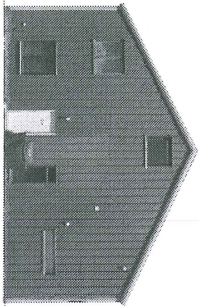
A GARAGE/SHOP & CARETAKER BUILDING FOR THE
CHRISTENSEN RESIDENCE
38625 ROLLING HILLS LANE
PT OF NW4NE4, PT OF SW4NE4 SEC 17-6-85
ROUTT COUNTY, COLORADO
PIN # 937174003



MICHAEL J.K. OLSEN
11349-ROUTT AVENUE, SUITE 200
FORT COLLINS, COLORADO 80504
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michael@mjko.com

| | |
|---|----------|
| ISSUES: | |
| NO. 1 | 24, 2022 |
| RCSB | |
| SHEET TITLE: | |
| GARAGE/SHOP & J.M. NORTH & EAST ELEVATIONS | |
| JOB NO. | 22-12 |
| SHEET NO. | A2.0 |

Exhibit B



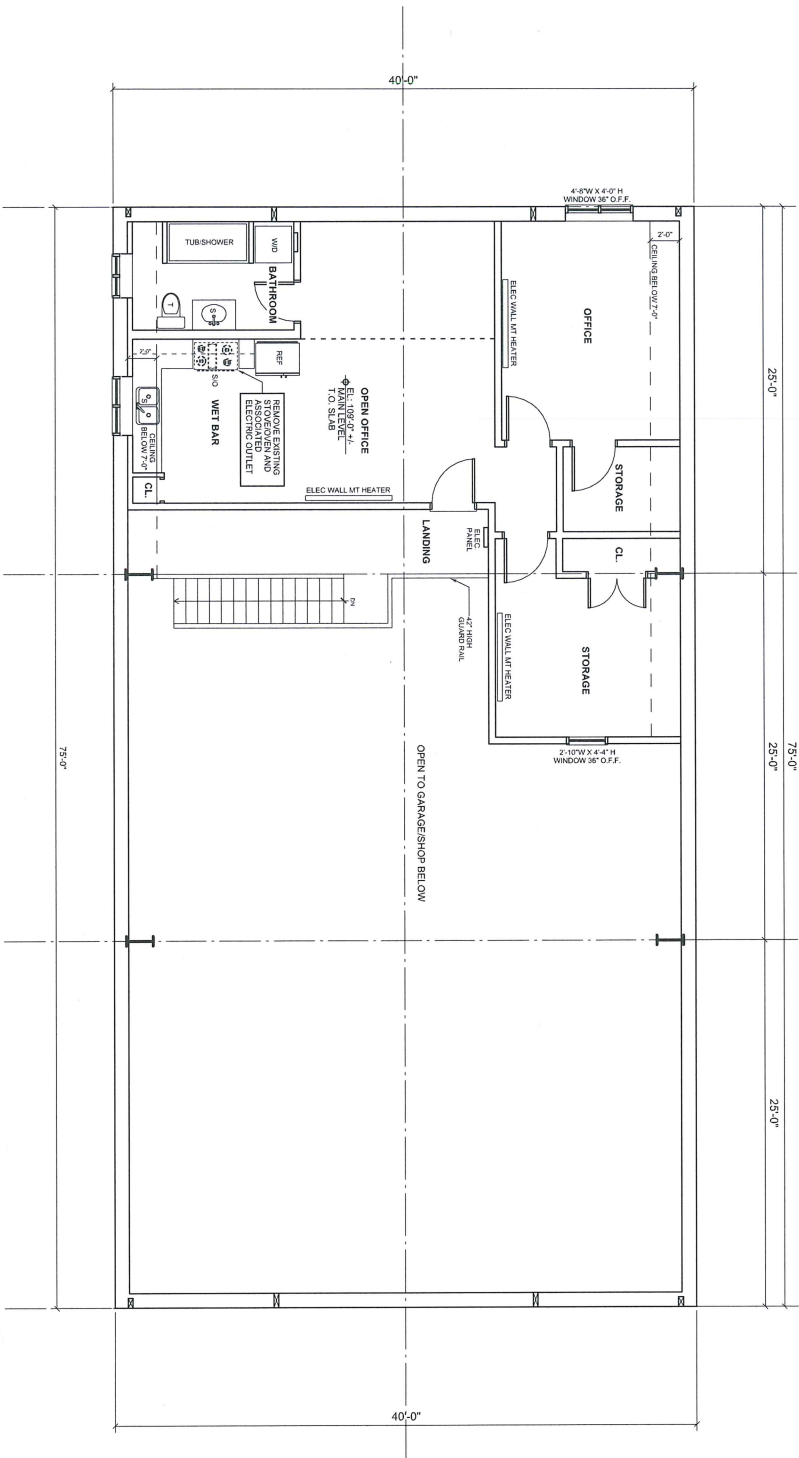
ELEVATION
MAIN LEVEL
TO SLAB

SOUTH ELEVATION

WEST ELEVATION

2 GARAGE - ELEVATIONS

A2.1 SCALE 1/8" = 1'-0"



1 GARAGE - UPPER LEVEL PLAN

A2.1 SCALE 1/4" = 1'-0"



| SQUARE FOOTAGES | |
|-------------------------------|----------|
| LOBBY LEVEL | 445 SF |
| UNFINISHED GARAGE | 2,333 SF |
| UPPER LEVEL | 880 SF |
| UNFINISHED** | 100 SF |
| TOTAL FINISHED | 1,558 SF |
| TOTAL UNFINISHED GARAGE | 2,333 SF |
| TOTAL UNFINISHED & UNFINISHED | 2,433 SF |

**SEE LINDER'S 7/10/16 REPORT FOR COULDED
TYPICAL 2' X 4' X 8' REDUCTION
TYPICAL 2' X 4' X 8' REDUCTION

THESE DRAWINGS
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A GARAGE/SHOP & CARETAKER BUILDING FOR THE
CHRISTENSEN RESIDENCE
38625 ROLLING HILLS LANE
PT OF NW4NE4, PT OF SW4NE4 SEC 17-6-85
ROUIT COUNTY, COLORADO
PIN # 937174003



MICHAEL J.K. OLSEN
LICENSED PROFESSIONAL ENGINEER
NO. 13194
EXPIRATION DATE: 8/24/2022
August 24, 2022

| | |
|--------------|--|
| SHEET TITLE: | GARAGE / SHOP / SOUTH & WEST ELEVATIONS |
| JOB NO. | 22-12 |
| SHEET NO. | A2.1 |