

FILE NO.: \_\_\_\_\_

### ACCESSORY USE AGREEMENT

This Accessory Use Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "the Owner" which term shall include all persons holding title to the real property, his or her heirs, beneficiaries, personal representatives, successors and assigns, and El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter referred to as "County".

WHEREAS, the Owner owns and holds title to the following described real property (hereinafter referred to as "the Property"):

**Property Addresses:** \_\_\_\_\_

\_\_\_\_\_

**Parcel Nos:** \_\_\_\_\_

\_\_\_\_\_

**Legal Descriptions:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WHEREAS, the Property comprises two or more lots, tracts or parcels located within the unincorporated area of the County; and

WHEREAS, the Owner has requested the County allow Owner to establish an accessory use upon the Property or issue building and other permits and approvals necessary for the construction of an accessory structure upon the Property; and

WHEREAS, such construction will result in accessory improvements being located upon the Property in such manner that conveyance by the Owner to a third party of any portion of the Property comprising less than the entirety thereof may result in a situation that violates County regulations, including, but not limited to, the requirement that an accessory use be located on the same lot, tract, or parcel as the principal use; and

WHEREAS, the Owner does not wish to merge, combine, or otherwise modify the configuration of the Property and the County is willing to waive, either permanently or temporarily, its requirement and issue to the Owner the necessary approval or permits for the accessory use or structure to be established upon the Property in consideration of the Owner's covenant not to divide ownership or interest in the Property as more particularly set forth hereinafter.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings hereinafter set forth, the parties do hereby agree as follows:

1. The County will, upon execution hereof by the parties, recording of this Agreement among the public records of El Paso County, Colorado and compliance by the Owner with all applicable building and land development regulations of the County other than those requiring that an accessory use or structure be located on the same lot, tract or parcel as the principal use, issue to the Owner all necessary permits and approvals for the establishment of the accessory use or construction of accessory structures upon the Property in accordance with the plans and specifications therefore submitted by the Owner to the County.
2. The Owner agrees and covenants that neither the Owner nor the Owner's heirs, beneficiaries, personal representatives, successors or assigns will hereafter convey to any third party or otherwise divest title to any portion of the Property comprising less than the entirety of the Property without first recording among the Public Records of El Paso County, Colorado a document granting the express consent of the County to such conveyance or divestiture. The Owner understands that said consent of the County may require the Owner to remove the accessory uses or structures that would be in violation of the County regulations as a result of such conveyance or divestiture. Any attempted conveyance or divestiture in violation hereof shall be void and of no effect.
3. In addition to all other available legal and equitable remedies, including injunctive relief, available to the County for the violation hereof by the Owner, any such violation shall also constitute a violation of County regulations subject to all penalties and enforcement procedures provided for

therein. In any litigation or enforcement proceeding arising out of violation of this Agreement by the Owner, the County shall be entitled to an award of reasonable attorney's fees and costs incurred therein, including attorney's fees and costs incurred in appellate proceedings.

4. This Agreement shall constitute a covenant running with the Property for the benefit of the County, and shall be binding upon the heirs, beneficiaries, personal representatives, successors and assigns of the Owner.

5. The County may release Owner's obligations under this agreement by the filing of a letter signed by the Planning and Community Development Director, or other County agent authorized by the El Paso Board of County Commissioners at such time as the County determines that the release of the Owner's obligations hereunder will not result in establishing a violation of any County regulations.

6. The Owner shall or shall not **(Circle One)** be required to file a development application within 90 days to permanently modify the property boundary to create a single lot or parcel of land which shall contain both the principal and accessory uses either through a merger agreement, combination agreement, vacation of interior lot lines, boundary line adjustment, or other method approved by the Planning and Community Development Director. If required to file a development application to permanently modify the property boundary, the Owner agrees to diligently pursue the processing and approval of said development application. The Owner understands that if the Owner fails to pursue processing and approval of said development application, the County, at their sole discretion, may require the Owner to remove the accessory uses or structures that would be in violation of County regulations.

7. Description of Approved Building or Use: \_\_\_\_\_

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8. Other Requirements and Limitations: \_\_\_\_\_

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**All Owners must provide a notarized signature.**

I, \_\_\_\_\_, being duly sworn, state that the foregoing facts and contents of this application are true and correct to the best of my knowledge, information, and belief.

Owner Signature: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by:

Owner printed name: \_\_\_\_\_

\_\_\_\_\_

**(Notary's Official Signature)**

\_\_\_\_\_

**(Title of Office)**

\_\_\_\_\_

**(Commission Expiration)**

I, \_\_\_\_\_, being duly sworn, state that the foregoing facts and contents of this application are true and correct to the best of my knowledge, information, and belief.

Owner Signature: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by:

Owner printed name: \_\_\_\_\_

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**(Notary's Official Signature)**

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**(Title of Office)**

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**(Commission Expiration)**

