

PLANNING AND COMMUNITY DEVELOPMENT

File No. EXCMB:_____

Combination Agreement

This Combination 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 conforming lots, tracts or parcels located within the unincorporated area of the County; and

WHEREAS, the Owner desires to combine the Property into a single lot or parcel in conformance with the combination of contiguous lots/parcels provisions of County regulations.

NOW THEREFORE, for and in consideration of the facts set forth herein:

1. The Owner agrees that the Property has been combined and is considered one parcel for purposes of zoning administration and any future sale, mortgages, or other real estate-related actions; and
2. The Owner agrees and covenants that the Owner will not 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 uses or structures that would be considered nonconforming or a violation of the County regulations as a result of such conveyance or divestiture, and may subject the Owner to compliance with land development processes and approvals; and
3. The Owner agrees that any attempted conveyance or divestiture in violation hereof shall be void and of no effect; and
4. The Owner agrees that, in addition to all other available legal and equitable remedies, including injunctive relief, available to 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 Combination 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; and
5. The Owner understands and agrees that this Combination Agreement does not relieve the Property from compliance with regulations or criteria of other agencies or departments or the County's regulations, except as otherwise expressly provided for by the County's regulations; and
6. The Owner understands and agrees that the Combination Agreement does not eliminate lot lines or any easements associated with the Property; and
7. the Owner understands and agrees that this Combination Agreement does not guarantee that the Property will be considered a "buildable parcel"; and

8. the Owner agrees that 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, successor and assigns of the Owner.

Owner- All Owners must provide a notarized signature.

State of Colorado

County of _____

Signed before me on _____, 20____

by _____

(name(s) of individual(s) making statement).

Owner Signature: _____

Owner Printed Name: _____

Owner Signature: _____

Owner Printed Name: _____

Notary's Official Signature

Title of Office

Commission Expiration

MORTGAGE JOINDER

State of Colorado

County of _____

The undersigned holder of a Mortgage encumbering the Property dated _____, 20____, recorded with Reception # _____ in the Public Records of El Paso County, Colorado, hereby joins in this Combination Agreement for the sole purpose of subordinating the lien of said Mortgage to the covenants of OWNER more particularly set forth in this Combination Agreement.

Authorized Representative Signature: _____

Authorized Representative Printed Name: _____

Notary's Official Signature

Title of Office

Commission Expiration

COUNTY APPROVAL

State of Colorado

County of _____

Signed before me on _____, 20____

by _____

(name(s) of individual(s) making statement).

Planning and Community Development Department Director signature

Planning and Community Development Department Director printed name

Notary's Official Signature

Title of Office

Commission Expiration