



RETURN TO COUNTY PLANNING DEPT.

FILE NO. AUA091

FOR RECORDER USE ONLY

ACCESSORY USE AGREEMENT

This Accessory Use Agreement is made and entered into this 21 day of July, 2009, by and between _____, hereinafter referred to as "OWNER" which term shall include his or her heirs, beneficiaries, personal representatives, successors and assigns, and EI PASO COUNTY, a Colorado municipal corporation, hereinafter referred to as "COUNTY".

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

LOT 1 & 2 Duncan Sub No 2

(ENTER LEGAL DESCRIPTION OF PROPERTIES)

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

WHEREAS, OWNER has requested that COUNTY allow the 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 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, OWNER does not wish to merge, combine, or otherwise modify the configuration of the PROEPRTY and COUNTY is willing to waive its requirement and issue to OWNER the necessary approval or permits for the accessory use or structure to be established upon the PROPERTY in consideration of 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. COUNTY will, upon execution hereof by the parties, recording of this Agreement among the public records of El Paso County, Colorado and compliance by OWNER with all applicable building and land development regulations of 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 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 OWNER to COUNTY.
2. OWNER agrees and covenants that neither OWNER nor 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 COUNTY to such conveyance or divestiture. OWNER understands that said consent of COUNTY may require OWNER to remove the accessory uses or structures that would be located 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 COUNTY for the violation hereof by 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 OWNER, 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, successor and assigns of OWNER.

5. The COUNTY may release OWNER'S obligations under this agreement by the filing of a letter signed by the Development Services 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/shall not (Circle One) be required to file a development application within 90 days to permanently modified 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 Development Services Director. If required to file a development application to permanently modify the property boundary, owner agrees to diligently pursue the processing and approval of said development application. OWNER understands that if OWNER fails to pursue processing and approval of said development application, the COUNTY, at their sole discretion, may require OWNER to remove the accessory uses or structures that would be located in violation of the COUNTY regulations.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 21 day of July, 2009.

OWNER

STATE OF COLO)
COUNTY OF EL PASO) s.s.
Terry Breese
Owner [Signature]
Print Name

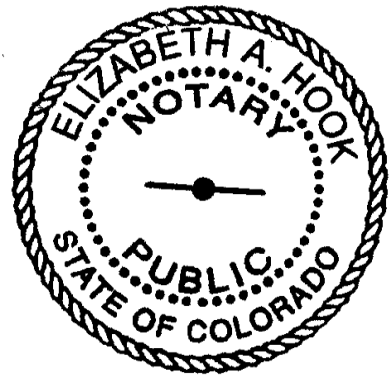
The foregoing instrument was acknowledged before me this 21st day of July, 2009 by ELIZABETH A. HOOK, COUNTY of EL PASO. He/she is personally known to me or has produced DRIVERS LICENSE as identification.

Elizabeth A. Hook
Notary Public
My Commission Expires: 12-14-2010

OWNER

STATE OF _____)
COUNTY OF _____) s.s.

Owner



My Commission Expires:

COUNTY APPROVAL

STATE OF Colorado)

COUNTY OF El Paso)

s.s.

[Signature]
Development Services Department Director, as authorized representative of the Board of County Commissioners

MARTIN M. KREBENAR III

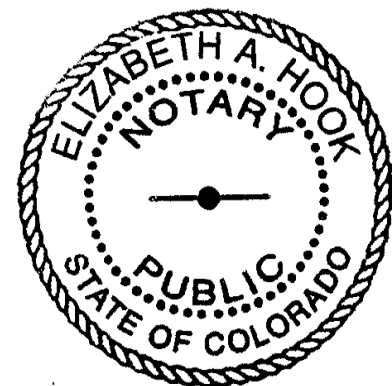
Print Name

The foregoing instrument was acknowledged before me this 22nd day of July, 2009,
by ELIZABETH A. HOOK, COUNTY of El Paso. He/she is personally
known to me or has produced _____ as identification.

[Signature]

Notary Public

My Commission Expires: 12-14-2010



SUBDIVISION
3, PAGE 63)

ANY APPROVAL GIVEN BY EL PASO COUNTY DOES NOT OBVIATE THE NEED TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND/OR REGULATIONS

APPROVED **DENIED**
 BY RH DATE 7/21/09
 FOR Pole Barn 80x100
 NOTES no commercial use
 EL PASO COUNTY
 DEVELOPMENT SERVICES

"BASIS OF BEARINGS"
N00°09'47"W

1237.68'

S00°51'40"E

(10380)
N89°07'42"E

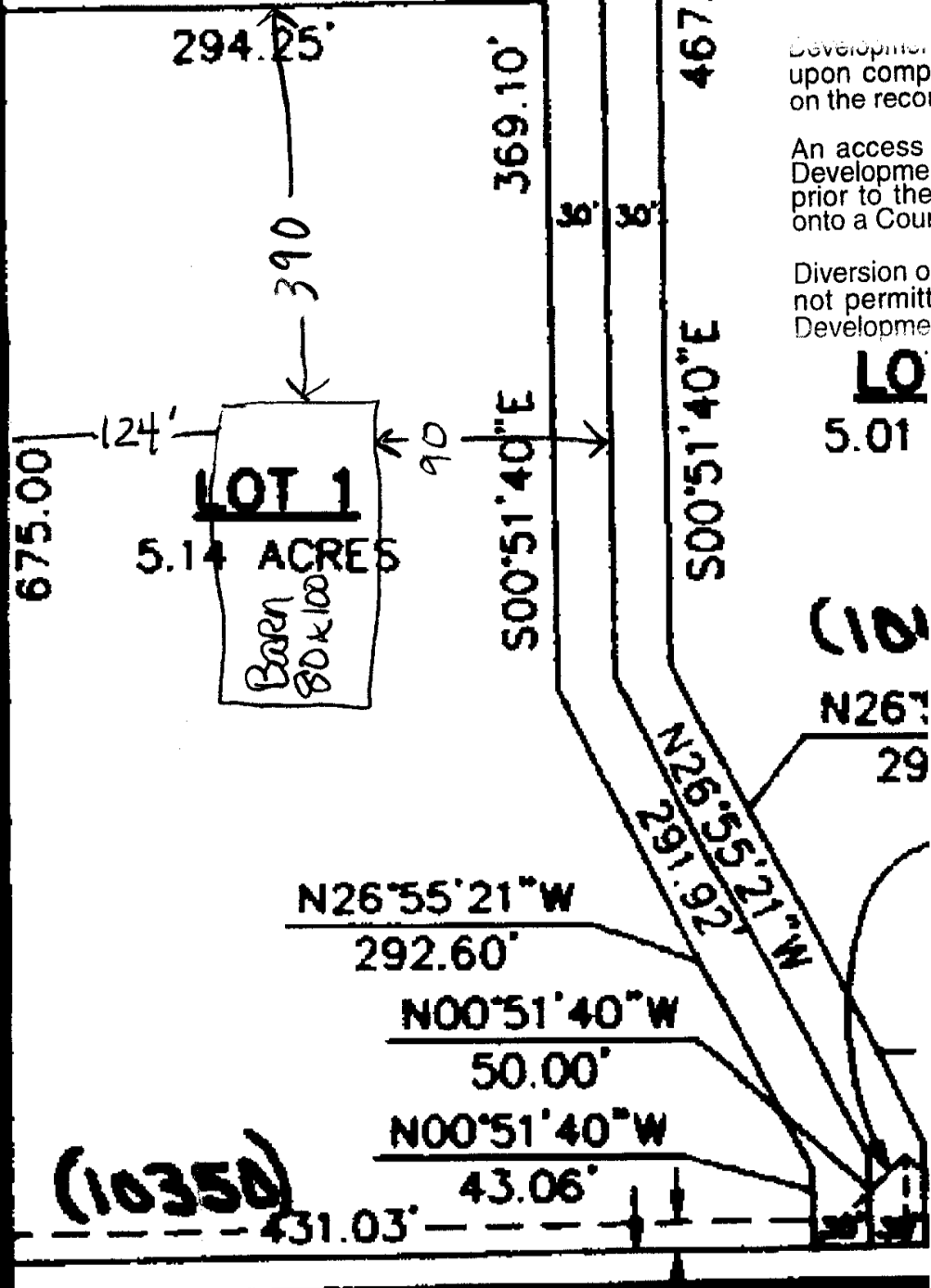
(1041)
N89°

31:
BESQCP Not Required
by RH on 7/21/09

Development Services approval is contingent upon compliance with all applicable notes on the recorded plat.

An access permit must be granted by the Development Services Engineering Division prior to the establishment of any driveway onto a County Road.

Diversion of blockage of any drainageway is not permitted without the approval of the Development Services Engineering Division



LO
5.01

PALD
163.50

(10)
N26°
29

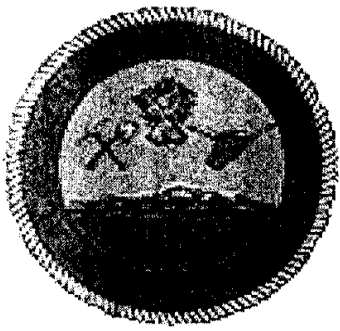
(10350)

FND. 3/4" PIPE

S89°08'20"W

10350 Hedger

20' ADDITIONAL RIGHT-OF-WAY



RECORDING RECEIPT

El Paso County Planning Department
 2880 International Circle, Colorado Springs, Colorado 80910
 719-520-6300

V 2009

<p>Receipt # A1639 Date: 07/21/09 Prepared by: Rose Hollis Project Name: Name: TERRY BREESE Address: 1015 VALLEY ST City: COLORADO SPRINGS Phone: X E-Mail:</p>	<p>Payment Type: Check: Check #: 822 Cash: File #</p>
<p>State: CO Zip: 80915 Fax:</p>	

DESCRIPTION	FEE	QTY	TOTAL																																								
ACCESSORY USE AGREEMENT	\$5.00	4	\$20.00																																								
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Clerk and Recorder Surcharge per Document	\$1.00	1	\$1.00																																								
TOTAL			\$21.00																																								