

Subject: COMBINATION AGREEMENT

Date Issued: 12/31/07

Revision Issued: N/A

Rescinded: N/A

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P r o c e d u r e s M a n u a l

1. PURPOSE

The purpose of this resource is to provide a consistent format for all voluntary combination of contiguous lots/parcels whereby conforming lots or parcels may be combined to create a new lot or parcel (i.e., zoning lot) for building permit issuance for new construction or habitable additions in conformance with the provisions of the LDC without necessitating a replat or variance (or the approval of statements rescinding a combination agreement). The combination of nonconforming lots may not result in the creation of a lot that is conforming for the purposes of building permit issuance and therefore is not allowed using a combination agreement. In a case where an owner wishes to voluntarily combine two or more nonconforming lots or parcels into a single parcel for the purposes of building permit issuance in conformance with Section 5.6.7 of the LDC, the merger by contiguity (P-AR-009-07 Merger of Contiguous Lots) shall be used.

2. BACKGROUND

Several provisions of the LDC allow for the combination of contiguous parcels of land or modification of lot or parcel boundaries in order to bring lots or parcels into conformance with or into closer conformance with zoning requirements or to allow a group of lots or parcels to be recognized as a zoning lot for purposes of the application of the zoning provisions contained in the LDC. The combination agreement may be used to join conforming lots to create a zoning lot for purposes of administration of the LDC. Section 7.2.2(E)(3) of the LDC governs the merger of nonconforming lots in accordance with the provisions and specific allowance provided by Section 5.6.7 of the LDC. A combination agreement may be rescinding by following the same procedure and filing a statement rescinding the combination agreement.

3. APPLICABLE STATUTES AND REGULATIONS

C.R.S. §§30-28-101 et seq. allows the BoCC to grant exemptions from the definition of the term "subdivision" for any division of land the BoCC determines is not within the purposes of this statute.

Section 7.2.2(E)(4) of the LDC governs the combination of contiguous lots/parcels.

Section 2.1.2 of the LDC provides the authority for the DSD Director to establish standards for processing development applications.

Section 2.2.4 of the LDC establishes the authorities of the DSD Director.

4. APPLICABILITY

The Combination Agreement may only be applied to any contiguous (see Section 7.2.2(E)(4)(c) of the LDC for conditions affecting contiguity) conforming lots or parcels of land where:

- Not more than one residential dwelling is located on the lots or parcels to be combined;
- The lots or parcels to be combined are located within the same zoning district; and
- The lots or parcels are owned in common ownership by the same person, persons or entity.

5. TECHNICAL GUIDANCE

5.1. Conditions Required for Processing

The Combination Agreement (or request for rescinding a combination agreement) will not be processed by the DSD **unless it is complete and all information is typed.** Handwritten forms will not be accepted for processing. The Combination Agreement (or statement rescinding a combination agreement) shall be accompanied by an Opinion of Title or Title Insurance Policy for all property identified in the Combination Agreement (R-SA-024-07 Property Ownership).

5.2. Rescinding the Agreement

DSD Director may rescind a combination agreement by filing a statement (see resource) rescinding the combination agreement. The statement shall be signed by the DSD Director. The statement shall authorize the sale or transfer of the parcels or lots as separate parcels or lots as they existed prior to the combination agreement provided the resulting parcels or lots and all uses and structures located thereon would conform to all requirements of the LDC (and all other rules, regulations, codes, and ordinances all upon the filing of the statement rescinding the combination agreement. This may require the removal or relocation of uses and structures. A joinder shall also be executed by any lender holding a mortgage or interest in the combined parcels or lots.

Where the parcels or lots would result in a violation of the LDC, or any other rule, regulation, code or ordinance as a result of approving the separate sale of the parcel or lots, a subdivision plat, variance, use variance, temporary use or other approval or permit may be required before the DSD Director may sign and file the statement rescinding the combination agreement required.

6. RELATED PROCEDURES

6.1. Governing Procedures

P-AR-022-07 Combination Agreement (Conforming Lots or Parcels)

6.2. Other Related Procedures

P-AR-015-07 Vacation of Interior Lot Lines

P-AR-009-07 Merger by Contiguity

P-AR-021-07 Lot Line or Building Envelope Adjustment

P-AR-035-07 Plat Vacation with ROW

P-AR-046-07 Vacation and Replat

P-AR-061-07 Boundary Line Adjustment between Unplatted Parcels

7. RESOURCE

Attached is a Combination Agreement to be signed and returned by the owner where the owner wishes to combine one or more contiguous lots/parcels. A resources is also attached that shall serve as the statement rescinding a combination agreement to be signed and returned by the owner where the owner wishes to rescind a combination agreement.

Recording Requested by and When Recorded Return to:
El Paso County
Planning & Community Development
2880 International Circle
Colorado Springs, Colorado 80910

FOR RECORDER USE ONLY

COMBINATION AGREEMENT

This Combination Agreement is made and entered into this 30 day of December, 2020, by and between John A Boley & Karen K Boley, hereinafter referred to as "OWNER" which term shall include his or her heirs, beneficiaries, personal representatives, successors and assigns, and EL 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"):

[77000-00-087] (Boley owned outright, no mortgage)

Parcel A:

A Tract of Land being a portion of Lot No. 2 and the Southeast Quarter of the Northwest Quarter of Section 18, Township 17 South, Range 67 West of the 6th P.M., El Paso County, Colorado, and being more particularly described as follows: Commencing at the Southwest corner of Lot No. 2; Thence N 02° 35'00"W on the West line of said Lot No. 2 a distance of 1161.69 feet to the Northwest corner of that Tract of land described in Book 5237 at Page 632 of the El Paso County records the preceding course being the basis of bearings for this description, the direction is based on the 1974 BLM Dependent Resurvey of the West line of Lots No. 1 and No. 2 N 02° 35' 00"W a distance of 2630.32 feet. The line is monumented on each end with BLM Brass Caps) Thence Continue N 02° 35' 00"W on the West line of Lot No. 2 and Lot No. 1 A distance of 456.83 feet to the Northwest corner of that tract described at Reception No. 201035819 id said El Paso County records; The following Four (4) courses are along the Northerly and Easterly lines of said Tract; (1) Thence S 85° 15; 00"E a distance of 864.40 feet; Thence S 62° 45' 00"E a distance of 298.0 feet; Thence S 43° 15' 00" E a distance of 781.48 feet to a point on the Northwesterly Right-Of-Way line of State Highway No. 115; Thence S 48° 21' 01"W on said Northwesterly Right-Of-Way line a distance of 24.62 feet to the Point of Beginning of the tract described herein; Thence Continue S 48° 21'01"W on said Northwesterly Right-Of-Way line a distance of 415.93 feet; Thence N 39° 40' 37"W on said Right-Of-Way line a distance of 10.00 feet; Thence S 50° 19' 23"W on said Right-Of-Way line a distance of 55.67 feet; Thence N 49° 34' 59"W a distance of 219.49 feet to the most Southeasterly corner of that tract of land described at Reception No. 201035820 of said El Paso County records; Thence Northeasterly on the Easterly Arc of said tract on a curve to the Right having a Radius of 203.52 feet, through a Central Angle of 122° 57' 27", an Arc distance of 436.75 feet, the long Chord of which bears N 11° 53' 45:E a distance of 357.64 feet, to a Point on the Southerly line of that tract of land described in Book 5237 at Page 632 of said El Paso county Records; Thence S 89° 47' 05"E on said Southerly line a distance of 37.11 feet to the Southeast corner thereof; Thence N 02° 35' 00"W on the Easterly line of said Tract a distance of 7.52 feet to a Point on the Southerly Arc of the Aforesaid Tract described at Reception No. 201035819 of said El Paso County Records; The following Three (3) courses are along the Southerly portion of said Tract ;(1) Thence Southeasterly on a Curve to the Right, Non-Tangent and Non-Radial to the preceding course, having a radius of 203.52 feet through a Central Angle of 45° 38' 41", an Arc distance of 162.13 feet, the along Chord of which bears S 73° 13' 46"E a distance of 157.88 feet, to a Point of Tangent; (2) Thence S 50° 24' 25"E on the Forward Tangent of said curve a distance of 193.00 feet to a Point of Curve; (3) Thence Southeasterly on a curve to the left, having a radius of 133.52 feet through a Central Angle of 53° 18' 22", an Arc distance of 124.22 feet, The long Chord of which bears S 77° 03' 36"E a distance of 119.79 feet to the Point of Beginning:

Parcel B:

A Tract of Land being a portion of Lot No. 2 of Section 18, Township 17 South, Range 67 West of the 6th P.M., El Paso County, Colorado, and being more particularly described as follows: Commencing at the Southwest corner of Lot No. 2; thence N 02° 35' 00"W on the West line of said Lot No. 2 a distance of 1161.69 feet to the Southwest corner of that Tract of Land described in Book 5237 at Page 632 of the El Paso County Records;

(The Preceding Course being the Basis of bearings for this Description. The direction is Based on the 1974 BLM Dependent Resurvey of the West line of Lot No. 1 and No. 2, N 02° 35' 00"W a distance of 2630.32 feet. The line is monumented on Each End with BLM Brass Caps.) Thence S 89° 47' 05" East on the South line of said Tract a distance of 676.06 feet to the Point of Beginning of the Tract described herein; thence continue S 89° 47' 05"E on said South line a distance of 486.83 feet; thence Southwesterly on a curve to the Left, said curve Non-Tangent to the Preceding Course, having a radius of 203.52 feet through a central angle of 122° 57' 27", an Arc Distance of 436.76 feet, the Long Chord of which bears S 11° 53' 45"W a distance of 357.64 feet; thence N 49° 34' 59"W a distance of 542.60 feet to the Point of Beginning.

County of El Paso, State of Colorado.

{Boley owned outright, no mortgage}

Parcel 1: [77000-00-082] & Parcel 2: [77000-00-022]

Parcel 1: [77000-00-082]

TR OF LAND BEING A PT OF LOT 1 & LOT 2, SE4NW4 SEC 18-17-67 DES AS FOLS: COM AT SW COR OF LOT 2, TH N 02<35'00" W 1161.69 FT TO NW COR OF TR DES IN BK 5237-632 FOR POB, TH N 02<35'00" W 456.83 FT, S 85<15'00" E 864.40 FT, S 62<45'00" E 298.00 FT, S 43<15'00" E 781.48 FT TO NWLY R/W LN OF STATE HWY 115, TH S 48<21'01" W 24.62 FT, NWLY ALG ARC OF CUR TO R HAVING A RAD OF 133.52 FT A C/A OF 53<18'22" AN ARC DIST OF 124.22 FT WHICH CHORD BEARS N 77<03'36" W 119.79 FT, N 50<24'25" W 193.00 FT TO A POC, ALG ARC OF CUR TO L HAVING A RAD OF 203.52 FT A C/A OF 45<38'41" AN ARC DIST OF 162.13 FT WHICH CHORD BEARS N 73<13'46" W 157.88 FT, N 02<35'00" W 137.48 FT, N 89<47'05" W 1200.00 FT TO POB

Parcel 2: [77000-00-022]

PART OF SW4NW4 SEC 18-17-67 AS FOLS, BEG AT PT ON W LN 1162 FT N OF W4 COR SD SEC, RUN ELY ON LN PARA TO LN DIV N2 FROM S2 SD SEC 1200 FT, TH SLY PARA TO W LN 145 FT, TH WLY PARA TO LN DIV N2 FROM S2 SD SEC 1200 FT TO PT ON W LN, TH NLY ON W LN 145 FT TO POB

(ENTER LEGAL DESCRIPTION OF PROPERTIES)

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

WHEREAS, 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. OWNER agrees that the PROPERTY has been combined together and is considered one parcel for purposes of zoning administration and any future sale, mortgages, or other real estate-related actions; and
2. OWNER agrees and covenants that 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 COUNTY to such conveyance or divestiture. OWNER understands that said consent of COUNTY may require 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. OWNER agrees that any attempted conveyance or divestiture in violation hereof shall be void and of no effect; and
4. OWNER agrees that, 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 Combination 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; and
5. 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. OWNER understands and agrees that the Combination Agreement does not eliminate lot lines or any easements associated with the PROPERTY; and
7. OWNER understands and agrees that this Combination Agreement does not guarantee that the PROPERTY will be considered a "buildable parcel"; and
8. 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 OWNER.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 4th day of January, 2021.

OWNER

STATE OF Colorado)

COUNTY OF El Paso)

s.s.

John A. Boley
Owner

John A Boley
Print Name

ALEXANDRA A. PONCE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154014386
MY COMMISSION EXPIRES 04/09/2023

The foregoing instrument was acknowledged before me this 4th day of January, 2021
by John A Boley, COUNTY of El Paso. He/she is personally
known to me or has produced Drivers License as identification.

Alexandra A Ponce
Notary Public

My Commission Expires: 4.09.2023

OWNER

STATE OF Colorado)

COUNTY OF El Paso)

s.s.

Karen K Boley
Owner

Karen K Boley
Print Name

ALEXANDRA A. PONCE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154014386
MY COMMISSION EXPIRES 04/09/2023

The foregoing instrument was acknowledged before me this 4th day of January, 2021
by Karen K Boley, COUNTY of El Paso. He/she is personally
known to me or has produced Drivers License as identification.

Alexandra A Ponce
Notary Public

My Commission Expires: 4.09.2023

El Paso County Procedures Manual
 Procedure # R-FM-046-07
 Issue Date: 12/31/07
 Revision Issued: 00/00/00



December 23, 2020

Hours of Operation:
Customer Service: Monday - Friday, 8:30 AM to 8:00 PM ET
Collections Dept.: Monday - Friday, 8:30 AM to 10:00 PM ET

John A Boley
Karen K Boley
18780 S State Highway 115
Colorado Springs CO 80926 9511

Qualified Written Requests, notifications
of error, or requests for information
concerning your loan must be directed to:
PO Box 77423, Ewing, NJ 08628

RE: Loan Number: 0085821957
Property Address: 18780 S Highway 115
Colorado Springs CO 80926

Dear Customer:

This letter is to acknowledge that your loan has been paid in full. Any funds remaining in your escrow account, or funds received in excess of the payoff amount, will be processed and returned in accordance with applicable state and federal laws.

Please note that if an escrow account was maintained on your loan, your escrow account has been closed as of the date of this letter. You are now responsible for payment of the taxes and/or insurance for your property. For future billing information, please contact your taxing authority and/or insurance company.

Thank you for your business. We appreciate the opportunity to service your loan.

Sincerely,

Payoff Department

PO003 070 CPR JD

COUNTY APPROVAL

STATE OF _____)
COUNTY OF _____) S.S.

Planning & Community Development Department Director

Print Name

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, COUNTY of _____. He/she is personally
known to me or has produced _____ as identification.

Notary Public
My Commission Expires: