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Return to:
El Paso County
Development Services Department
2880 International Circle
Colorado Springs, Colorado 80910

FOR RECORDER USE ONLY

COMBINATION AGREEMENT

This Combination Agreement is made and entered into this _____ day of _____, 2021, by and between ~~John A. Boley and Karen K. Boley~~ Red Creek Properties, LLC, a Colorado limited liability company, 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"):

See Exhibit A attached hereto and incorporated herein for the legal descriptions of parcels 1, 2, A and B.

(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~~ two lots or parcels in conformance with the combination of contiguous lots/parcels provisions of COUNTY regulations, as set forth on Exhibit B attached hereto.

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 ~~two~~ one parcels 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 either parcel comprising 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

