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ACCESSORY USE AGREEMENT

This Accessory Use Agreement is made and entered into this 23rd day of September, 20 21, by and between Edward M Cooke, 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"):

**Parcel Number: 5222000021**

**TR IN SW4 SEC 22-12-65 DESC AS FOLS: COM SE COR SW4 TH N 00<18'04" W 1849.79 FT FOR POB, TH S 89<41'56" W 1247.78 FT, S 01<18'16" W 150.40 FT, S 69<36'18" W 745.46 FT, N 14<30'58" W 567.09 FT S 59<58'50" W 695.25 FT TO A PT ON THE ELY R/W LN OF VOLLMER RD, TH N 21<41'10" E 222.98 FT, N 00<37'20" W 748.72 FT, N 88<53'56" E 2646.11 FT, S 00<18'04" E ALG E LN SD SW & 790.0 FT M/L TO POB**

**Residence property Parcel # 5222001020 8963 Shipman Ln Colorado Springs CO 80908**

**Plat No. 11904 Legal Description: LOT 21 FOREST GATE SUB**

(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 PROPERTY 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, record this Agreement among the public records of El Paso County, Colorado verifying 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 (he filing of a letter signed by the Planning & Community Development Department 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 Planning & Community Development Department 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 29th day of September, 20 21

OWNER

STATE OF Colorado )

COUNTY OF El Paso )

S.S.

Owner

Edward M Cooke

Print Name

The foregoing instrument was acknowledged before me this 29 day of September, 20 21  
by Edward M. Cooke, COUNTY of El Paso He/she is personally  
known to me or has produced Drivers License as identification.

Notary Public

My Commission Expires: 07/23/2024

OWNER

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

S.S.

Owner





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: \_\_\_\_\_

COUNTY APPROVAL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) s.s.

\_\_\_\_\_  
Planning & Community Development Department Director, as authorized representative of the Board of County  
Commissioners

\_\_\_\_\_  
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: \_\_\_\_\_