Recording Requested by and When Recorded 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 thisd betweenMichael Rabins, hereinafter referred to her heirs, beneficiaries, personal representatives, successors and assignunicipal corporation, hereinafter referred to as "COUNTY".	o as "OWNER" v	vhich term sh	, 20, nall include , a Colorad	his or
WHEREAS, OWNER owns and holds title to the following described re-PROPERTY"):	al property (here	einafter referr	ed to as "th	ne
Parcel 52070-00-065 TRACT IN NW4NW4 SEC 07-12-65 AS FOLS, BEG AT SW COR OF NW4NW4 OF SD SEC, TH ELY ON SLY LN OF SD NW4NW4 264.0 FT M/L, NLY 495.0 FT, WLY 264.0 FT M/L TO W LN OF SD NW4NW4, TH SLY ALG SD W LN 495.0 FT TO POB, EX WLY 30.0 FT				
and Parcel 5207000042 W 792.0 FT OF E 1056.0 FT OF S 495.0 FT OF NW4NW4 SEC 7-12-65; SUBJ TO RW OVER ELY 15.0 FT, TOG WITH RW OVER S 20.0 FT OF SD NW4NW4 AS FOLS: BEG AT SW COR OF SD NW4NW4 TO SW COR OF ABOVE DES TR ***NEW PARCEL NUMBER FOR 2011 IS 52070-00-104***	RACT			
· <del></del>				

Joined as parcel 52070-00-104
TRACT IN NW4NW4 SEC 07-12-65 AS FOLS, BEG AT SW COR
OF NW4NW4 OF SD SEC, TH ELY ON SLY LN OF SD NW4NW4
264.0 FT M/L, NLY 495.0 FT, WLY 264.0 FT M/L TO W LN
OF SD NW4NW4, TH SLY ALG SD W LN 495.0 FT TO POB, EX
WLY 30.0 FT TOG W/ W 792.0 FT OF E 1056.0 FT OF S
495.0 FT OF NW4NW4 SEC 7-12-65, SUBJ TO RW OVER ELY
15.0 FT, TOG WITH RW OVER S 20.0 FT OF SD NW4NW4 AS
FOLS: BEG AT SW COR OF SD NW4NW4 TO SW COR OF ABOVE DES TRACT

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:

 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
 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

Ei Paso County Procedures Manual Procedure # R-FM-046-07 Issue Date: 12/31/07

Revision Issued: 00/00/00

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 the	eir hands and seals this day of
OWNER	
STATE OFCOLORADO ) s.s.	
COUNTY OFEL PASO)	
Owner MICHAEL RABINS	•
Print Name	
The foregoing instrument was acknowledged before me this	day of <u>May</u> , 20 <u>/8</u> <u>E1 Fase</u> . He/she is personally <u>Cense</u> as identification.
Notary Public My Commission Expires: Fubruary 21, 2021	
A CONTRACTOR OF THE CONTRACTOR	

ERIN ROSS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20174004957 MY COMMISSION EXPIRES FEBRUARY 1, 2021

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## **MORTGAGE JOINDER**

Section N/A property wholly owner	=		cumbered				
STATE OF	N/A		)				
COUNTY OF		)	s.s.		•		
COUNTY OF	N/A		)				
The undersigned holder with Reception # Combination Agreemen more particularly set for	in the	Public Records e of subordinatir	perty dated_ of El Paso Co ng the lien of s	unty, Colorado, I aid Mortgage to	, 20, recorded nereby joins in this the covenants of OWNER		
Authorized Representat	ive		<del></del>		·		
Print Name							
The foregoing instrume	nt was acknowledge	l hefore me this	da	nv of	. 20		
by	it trae dominomouget	COUNTY o	of	.,	, 20 He/she is personally n.		
known to me or has pro	duced			_ as identification	n.		
		•					
Notary Public My Commission Expires	<b>3</b> :						
MORTGAGE JOINDER	1						
STATE OF			)				
COUNTY OF		;	<b>\$.\$.</b>				
in this Combination Agr OWNER more particula	n # N/A eement for the sole p riy set forth in this Co	urpose of suborombination Agre	rubiic Records rdinating the li ement.	of El Paso Cour	ity, Colorado, rieleby Joilis		
A di Con de Con de Con	N/A	<u> </u>			•		
Authorized Representat				4			
Print Name							
The foregoing instrume	nt was acknowledged	d before me this	da	of .	. 20		
bypersonally known to me			ITY of		He/she is		
personally known to me	or has produced	· · · · · · · · · · · · · · · · · · ·	·	as i	dentification.		
	N/A						
Notary Public My Commission Expires							

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known to me or has produced as identification.			OUNTY APPROVAL
Development Services Department Director  Print Name  The foregoing instrument was acknowledged before me this day of He/she is known to me or has produced as identification.			
Print Name  The foregoing instrument was acknowledged before me thisday of He/she is known to me or has produced as identification.		•	·
The foregoing instrument was acknowledged before me this day of He/she is known to me or has produced as identification.			evelopment Services Department Director
by, COUNTY of He/she is known to me or has produced as identification.			rint Name
	, 20 /she is personally	He/s	y, COUNTY of
		as identification.	nown to me or has produced
Notary Public My Commission Expires:			