

Recording Requested by and When Recorded

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El Paso County

Development Services Department

2880 International Circle

Colorado Springs, Colorado 80910

Chuck Broerman

El Paso County, CO

06/04/2018 11:38:45 AM

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Pages



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FOR RECORDER USE ONLY

COMBINATION AGREEMENT

This Combination Agreement is made and entered into this 4 day of May, 2018, by and between Michael Rabins, 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 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 R/W OVER ELY 15.0 FT, TOG WITH R/W OVER S 20.0 FT OF SD NW4NW4 AS FOLS: BEG AT SW COR OF SD NW4NW4 TO SW COR OF ABOVE DES TRACT \*\*\*NEW PARCEL NUMBER FOR 2011 IS 52070-00-104\*\*\*

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 R/W OVER ELY 15.0 FT, TOG WITH R/W 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:

- 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

El 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 their hands and seals this 04 day of May, 2018.

**OWNER**

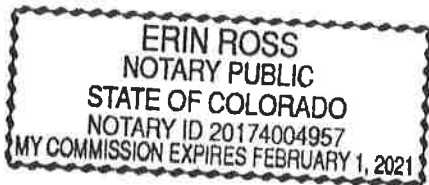
STATE OF COLORADO )  
 ) s.s.  
COUNTY OF EL PASO )

Michael Rabins

Owner  
MICHAEL RABINS  
Print Name

The foregoing instrument was acknowledged before me this 04 day of May, 2018  
by Michael Rabins, COUNTY of El Paso. He/she is personally  
known to me or has produced Colorado Drivers License as identification.

Erin Ross  
Notary Public  
My Commission Expires: February 21, 2021



**MORTGAGE JOINDER**

**Section N/A**

property wholly owned by **MICHAEL RABINS** and un-encumbered

STATE OF N/A )  
COUNTY OF N/A ) s.s.

The undersigned holder of a Mortgage encumbering the Property dated \_\_\_\_\_, 20\_\_\_\_, recorded with Reception # \_\_\_\_\_ in the Public Records of El Paso County, Colorado, hereby joins in this Combination Agreement for the sole purpose of subordinating the lien of said Mortgage to the covenants of OWNER more particularly set forth in this Combination Agreement.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
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:

**MORTGAGE JOINDER**

STATE OF \_\_\_\_\_ N/A \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) s.s.

The undersigned holder of a Mortgage encumbering the Property dated \_\_\_\_\_, N/A \_\_\_\_\_, 20\_\_\_\_, recorded with Reception # \_\_\_\_\_ N/A \_\_\_\_\_ in the Public Records of El Paso County, Colorado, hereby joins in this Combination Agreement for the sole purpose of subordinating the lien of said Mortgage to the covenants of OWNER more particularly set forth in this Combination Agreement.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:



