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CC ADMIN OFFICE

NO. 933 P. 1.

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FIRST AMMENDMENT TO DWELLING UNIT REMOVAL AGREEMENT

This Dwelling Unit Removal Agreement (the "Agreement") is between Paul A. Bunn, Jr. and Camille A. Bunn ("Landowners") and Routt County, Colorado ("County") by and through its Board of County Commissioners.

Recitals

- A. Landowner is the owner of real property located in Routt County, Colorado described in Exhibit A attached hereto (the "Land")
- B. The Land is approximately 4.4 acres.
- C. The Land is located in the Agriculture/Forestry ("A/F") zone district and is a single Buildable Lot as that term is defined in the Routt County Zoning Regulations (the "Zoning Regulations").
- D. Currently there is a single-family dwelling unit of 1,040 square feet (the "Existing Dwelling Unit") located on the Land.
- E. Landowner has applied for a building permit for the construction of a new residential structure of approximately 2,844 square feet (the "New Dwelling Unit") on the Land to replace the Existing Dwelling Unit.
- F. County is unwilling to issue a building permit for the New Dwelling Unit unless and until Landowner agrees to remove the Existing Dwelling Unit or convert the Existing Dwelling Unit to a use other than a Dwelling Unit upon completion of the New Dwelling Unit.
- G. Landowner has been advised that the Existing Dwelling Unit could be made to meet the requirements of the Routt County Zoning Regulations in two ways. They are:
 - 1. The Landowner could convert the use of the Existing Dwelling Unit to a use other than a Dwelling Unit and agree, in writing, to not thereafter use the structure as a Dwelling Unit.
 - 2. The Existing Dwelling Unit could be removed or demolished.
- H. Landowner has elected to convert the Existing Dwelling Unit to a use other than a Dwelling Unit when the New Dwelling Unit is completed to comply with the Routt County Zoning Regulations.

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NO. 933 P.2

1. This Agreement is intended to set forth the terms and conditions of Landowner's agreement to remove the Existing Dwelling Unit upon completion of the New Dwelling Unit.

Terms and Conditions

1. Upon payment of all applicable building permit fees and submittal of plans for the New Dwelling Unit acceptable to the Building Official of Routt County, County shall issue a building permit for the New Dwelling Unit notwithstanding the existence of the Existing Dwelling Unit on the Land.
2. The Primary Dwelling Unit shall not be occupied as a residence until the Building Official has issued a certificate of occupancy for it.
3. Upon issuance of the certificate of occupancy for the New Dwelling Unit, the Existing Dwelling Unit shall no longer be occupied or used as a residence.
4. In the event of a breach or threatened breach of this Agreement, Routt County shall be entitled to an order or judgment requiring specific performance of the terms of this Agreement without showing that legal damages are inadequate and shall be entitled to injunctive relief without showing that irreparable injury will result from a breach or threatened breach of this Agreement. In addition, Routt County shall be entitled to enforce the provisions of its Zoning Regulations and/or Subdivision Regulations either by civil action or criminal process and to recover such fines, assessments and penalties as provided in such regulations and resolutions or by Colorado law.
5. In the event either Landowner or Routt County brings suit to enforce or interpret any portion of this Agreement, the party prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney fees.
6. This Agreement is to be recorded in the records of the Office of the Clerk and Recorder of Routt County, Colorado.
7. This Agreement shall run with the Land and shall be a perpetual burden on the Land. This Agreement shall be binding on and inure to the benefit of Landowner and Routt County and their successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party, except that the rights of Routt County pursuant to this Agreement shall be automatically transferred to any successor governmental entity with authority to regulate the subdivision or zoning of the Land.
8. This Agreement may not be amended except pursuant to the provisions of the Zoning Regulations and except by a written document executed by both the then-owner of the Land and Routt County.

RECEPTION#: 641651, 07/24/2006 at 02:00:39 PM, 2 OF 2 Doc Code:WD, Kay
Weinland, Routt County, CO

EXHIBIT A

A TRACT OF LAND IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 84 WEST WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, THE BOUNDARY RUNS THENCE SOUTH 615.03 FEET ALONG THE WEST BOUNDARY OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼, THENCE NORTH 35 DEGREES 23 MINUTES 53 SECONDS EAST 372.39 FEET, THENCE NORTH 67 DEGREES 25 MINUTES 37 SECONDS EAST 563.93 FEET, THENCE NORTH 67 DEGREES 24 MINUTES 09 SECONDS EAST 123.79 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼, THENCE NORTH 86 DEGREES 48 MINUTES 30 SECONDS WEST 852.04 FEET ALONG THE NORTH BOUNDARY OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ TO THE POINT OF BEGINNING, COUNTY OF ROUTT, STATE OF COLORADO.

