

## DWELLING UNIT REMOVAL AGREEMENT

This Dwelling Unit Removal Agreement (the "Agreement") is between and among Clay Meyer and Lisa Meyer ("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 37 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 938 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 3,923 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.
- I. 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.
- J. Pursuant to Routt County Resolution Number 2006-078, the Board of County Commissioners has delegated to the Routt County Planning Director the authority to sign this type of agreement.

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 New Dwelling Unit shall not be occupied as a residence until the Building Official has issued a temporary certificate of occupancy or a certificate of occupancy for it.
3. Upon issuance of the temporary certificate of occupancy for the New Dwelling Unit, the Existing Dwelling Unit shall no longer be occupied or used as a residence and the Landowner shall remove the cooking facilities within 60 days of issuance of the temporary certificate of occupancy.
4. All necessary building permits shall be obtained for the removal of the cooking facilities and the conversion of the Existing Dwelling Unit from a dwelling unit.
5. If Landowner breaches this Development Agreement, Landowner agrees (1) immediate irreparable injury will result from any breach, (2) such injury can be prevented by injunctive relief, (3) the County lacks a plain, speedy and adequate remedy at law, (4) money damages are inadequate to remedy the injury or threatened injury, and (5) injunctive relief preserving the status quo will not disserve the public interest. Landowner further agrees that the County shall be entitled to injunctive relief to prevent the breach or threatened breach of this Agreement, and the County shall be so entitled without a showing that it would be entitled to any order or judgment requiring specific performance of the terms of this Agreement. In addition, the County shall be entitled to enforce the provisions of its Zoning Resolution and 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.
6. In the event either Landowner or Routt County brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney fees.
7. This Agreement is to be recorded in the records of the Office of the Clerk and Recorder of Routt County, Colorado.
8. 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.
9. 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.



After Recording Return to:  
Doc Fee: \$0.00

**WARRANTY DEED**

This Deed, made this 2 day of ~~July~~ <sup>August</sup>, 2020

Between Clay R. Meyer of the County Routt, State of COLORADO, grantor(s) and Clay R. Meyer and Lisa M. Meyer as Joint Tenants whose legal address 47600 County Road 129, Steamboat Springs CO 80487 County of Routt, and State of COLORADO, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of TEN DOLLARS AND NO/100'S (\$10.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Routt, State of COLORADO described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 47600 County Road 129, Steamboat Springs, CO 80487-8417

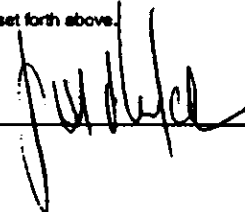
TOGETHER with all and singular hereditaments and appurtenances, therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensailing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

  
\_\_\_\_\_

  
\_\_\_\_\_

STATE OF COLORADO } ss:  
COUNTY OF ROUTT

The foregoing instrument was acknowledged, subscribed and sworn to before me this 2 day of ~~July~~ <sup>August</sup>, 2020 by Clay R Meyer

Witness my hand and official seal.

  
\_\_\_\_\_

Notary Public  
My Commission expires: 02-04-2024

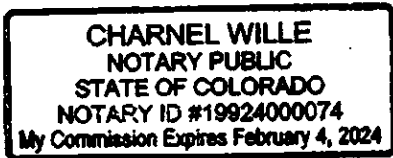


Exhibit A

Description of a parcel of land located in Tract 103 of Sections 32 and 33, T8N, R85W of the 6th P.M., Routt County, Colorado.

Beginning at AP 1 of Tract 103:

Thence N 89°35'03" W 116.38 feet along the north line of said Tract 103 to its intersection with the center line of an existing access road;

Thence S 35°25'56" W 27.71 feet along said center line;

Thence S 30°36'44" W 8.45 feet along said center line to the True Point of Beginning;

Thence along said existing center line the following

thirty seven (37) calls;

1. Thence S 30°36'44" W 22.40 feet;
2. Thence S 24°53'47" W 31.87 feet;
3. Thence S 16°50'29" W 30.28 feet;
4. Thence S 09°32'37" W 29.49 feet;
5. Thence S 06°47'17" W 180.14 feet;
6. Thence S 11°35'38" W 46.15 feet;
7. Thence S 17°22'30" W 45.16 feet;
8. Thence S 23°54'30" W 123.71 feet;
9. Thence S 19°29'49" W 78.18 feet;
10. Thence S 15°47'40" W 33.48 feet;
11. Thence S 09°47'48" W 38.00 feet;
12. Thence S 01°57'55" W 25.53 feet;
13. Thence S 08°36'20" E 51.08 feet;
14. Thence S 03°33'19" W 28.72 feet;
15. Thence S 18°13'40" W 19.99 feet;
16. Thence S 38°05'58" W 27.77 feet;
17. Thence S 46°11'55" W 42.38 feet;
18. Thence S 28°16'52" W 34.84 feet;
19. Thence S 10°14'23" W 52.01 feet;
20. Thence S 14°20'42" W 54.91 feet;
21. Thence S 20°29'19" W 52.65 feet;
22. Thence S 23°08'42" W 74.87 feet;
23. Thence S 26°51'58" W 192.76 feet;
24. Thence S 30°15'59" W 260.23 feet;
25. Thence S 31°33'05" W 203.82 feet;
26. Thence S 28°40'19" W 182.14 feet;
27. Thence S 25°45'24" W 34.91 feet;
28. Thence S 08°41'28" W 31.43 feet;
29. Thence S 05°18'11" E 35.55 feet;
30. Thence S 18°30'11" E 38.35 feet;
31. Thence S 27°02'25" E 45.53 feet;
32. Thence S 32°34'04" E 99.73 feet;
33. Thence S 40°10'46" E 226.50 feet;
34. Thence S 39°40'53" E 68.03 feet;
35. Thence S 43°06'16" E 129.71 feet;
36. Thence S 34°50'35" W 83.09 feet;
37. Thence S 38°04'57" W 16.49 feet to the northerly right-of-way line for Routt County Road No. 129.

Said right-of-way line being 30 foot distant from, northerly and northeasterly of and parallel with the existing road center line;

Thence along said northerly and northeasterly right-of-way line the following thirty three (33) calls;

1. Thence N 54°15'51" W 61.08 feet;
2. Thence N 55°04'32" W 60.42 feet;
3. Thence N 56°40'05" W 56.52 feet;
4. Thence N 57°58'47" W 53.89 feet;
5. Thence N 58°25'31" W 56.51 feet;
6. Thence N 60°48'04" W 49.80 feet;
7. Thence N 62°16'40" W 55.65 feet;
8. Thence N 63°28'33" W 52.13 feet;
9. Thence N 65°45'10" W 145.36 feet;
10. Thence N 59°33'35" W 66.43 feet;
11. Thence N 56°52'51" W 50.91 feet;
12. Thence N 52°29'00" W 67.62 feet;
13. Thence N 51°00'46" W 90.71 feet;
14. Thence N 48°51'11" W 64.83 feet;
15. Thence N 42°48'27" W 68.21 feet;
16. Thence N 36°35'21" W 47.81 feet;
17. Thence N 32°52'17" W 51.51 feet;
18. Thence N 30°41'18" W 42.94 feet;
19. Thence N 27°19'06" W 59.46 feet;
20. Thence N 26°51'15" W 32.31 feet;
21. Thence N 22°23'47" W 80.47 feet;
22. Thence N 19°47'29" W 50.80 feet;
23. Thence N 19°27'31" W 52.99 feet;
24. Thence N 17°34'53" W 54.85 feet;
25. Thence N 13°27'55" W 50.54 feet;
26. Thence N 08°08'41" W 49.47 feet;
27. Thence N 04°02'59" W 45.19 feet;
28. Thence N 00°31'01" W 46.47 feet;

RECEPTION#: 812533, 08/13/2020 at 02:01:12 PM, 3 of 3, Kim Bonner, Routt County, CO

29. Thence N 01°33'37" E 50.30 feet;  
30. Thence N 02°04'12" E 138.96 feet;  
31. Thence N 02°03'10" W 47.79 feet;  
32. Thence N 08°08'52" W 41.55 feet;  
33. Thence N 15°05'52" W 30.18 feet to the westerly projection of the south line of the excepted metes and bounds tract of land as described by deed recorded with the Routt County Clerk and Recorder appearing in Book 659 at Page 1752;  
Thence S 88°23'31" E 8.96 feet along said projected line to the SW corner of said tract of land;  
Thence S 88°23'31" E 284.17 feet along the south line of said tract of land;  
Thence along the southeasterly, southerly and easterly boundary line of said tract of land the following five (5) calls;  
1. Thence N 43°39'15" E 286.49 feet;  
2. Thence S 88°15'44" E 358.34 feet;  
3. Thence N 10°24'19" W 328.15 feet;  
4. Thence N 79°35'41" E 162.58 feet;  
5. Thence N 10°24'19" W 458.25 feet to a line 30 foot south of and parallel with the north line of the above said Tract 103;  
Thence S 89°35'03" E 619.26 feet along said line to the True Point of Beginning.

Subject to 60 foot wide driveway and utility easement area per document recorded at Reception No. 620829.

Bearings are based upon grid north with the line between AP 4 and AP 3 of Tract 88 being N 89°35'03" W.  
AP 4 being an aluminum cap affixed to an aluminum pipe properly marked for AP 4, Tract 88 and stamped BTK LS 24318 and a standard GLO Brass cap found for AP 3, Tract 88.

County of Routt, State of Colorado