

**569516**

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09/10/2002 03:53

Kay Weinland Routt County, CO AGREE

R 21.00

D 0.00

Clerk and Recorder: Please index in real property transfer records with Routt County, Colorado, a body corporate and politic, as Grantee and P.I.A. Partnership as Grantor. Affects title to: Property described in Recital A, below.

**HINKLE/GEORGE EXEMPTION
MINOR DEVELOPMENT SUBDIVISION EXEMPTION
DEVELOPMENT AGREEMENT**

This Development Agreement (the "Agreement") dated as of August 23, 2002, is between P.I.A. Partnership, with Donald L. Hinkle, Dorothy G. Hinkle and Robert G. George, Jr., as Partners, ("Landowner") and Routt County, Colorado ("County"), acting by and through its Board of County Commissioners.

Recitals

A. Landowner submitted an application (the "Application") under Section 11.2.1A of the Routt County Subdivision Regulations for the adjustment of boundary lines between adjacent parcels of land located in Section 14, T2N, R85W, of the 6th P.M., Routt County, Colorado, more particularly described as all property shown on the plat of Hinkle/George Exemption, a Minor Development Subdivision Exemption (the "Plat"), filed for record at File No. 13149, Reception No. 569515 of the official records of the Routt County Clerk and Recorder (the "Land").

B. All capitalized terms used in this Agreement not otherwise defined herein shall have the definitions assigned to those terms in the Routt County Zoning Resolution and Routt County Subdivision Regulations, as the same may be from time to time amended.

C. The Application requested approval of the subdivision of the Land into two (2) separate parcels which includes a 5-acre lot (Parcel A) and a 38.853-acre lot (Parcel B). The proposed Minor Development Subdivision Exemption (the "MDSE") will be identified as "Hinkle/George Exemption."

D. The Board granted approval of the MDSE subject to certain conditions, including the condition that, pursuant to the Routt County Subdivision Regulations, the Landowner enter into a Development Agreement setting forth certain restrictions on the use and development of the Land which were established during the review of the Application or which are required by the Routt County Subdivision Regulations.

E. Landowner and County intend this Agreement to be the Development Agreement required as a condition of the approval of the MDSE.

Agreement

1. The Land shall be subdivided into not more than two (2) separate parcels designated as Parcel A and Parcel B, to have the following approximate acreages:

APPROVED AS TO FORM

ROUTT COUNTY ATTORNEY'S OFFICE

Date: 9/5/2002 By: [Signature]

Parcel A 5.000± acres

Parcel B 38.853± acres

Parcel A and Parcel B are identified on the Plat. The Plat and all terms and conditions thereof are incorporated herein by this reference. Except as otherwise approved by the County, Parcel A and Parcel B shall not be further subdivided.

2. a. One Dwelling Unit may be constructed and maintained on Parcel A.
b. Accessory or other Structures may be permitted on Parcel A in accordance with the Routt County Zoning Resolution.
3. a. No Dwelling Unit shall be permitted to be constructed on Parcel B and no structure on Parcel B shall be permitted to be used as a Dwelling Unit. Other structures or uses which are not Dwelling Units may be permitted on Parcel B in accordance with the Routt County Zoning Resolution.
b. Parcel B shall be merged in title with the adjoining lands to the south owned by Landowner pursuant to instrument recorded at Reception No. 569517. In no case shall the acreage contained in Parcel B be used for the calculation of density with any other lands under any provisions of the Routt County Zoning Resolution or Routt County Subdivision Regulations. The merger of title of Parcel B with any other lands shall not override the provisions of this Agreement in regard to the use of Parcel B.
4. In the event of a breach or threatened breach of this Agreement, 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, 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.
5. In the event either the Landowner, his heirs, successors, or assigns, or the 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 shall run with the Land and shall be a perpetual burden on Parcel A and Parcel B as provided herein and on the Plat. This Agreement shall be enforceable only by the County, Landowner, the owners of Parcel A and Parcel B, or a homeowners association established for the representation of the owners of Parcel A and Parcel B. This Agreement shall not be enforceable by any third party.

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 be enforceable in perpetuity and may be amended only in accordance with the provisions of Section 11.4 of the Routt County Subdivision Regulations, as they are currently in effect as of the date of recording of this Agreement, or as a condition of approval of any amendment to the MDSE approved under Routt County Subdivision Regulations Section 11.2.5.H. or Section 11.2.5.I.

9. The rights of 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.

10. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. Landowner agrees that venue for any action on this Agreement shall be in the Colorado judicial district in which Routt County, Colorado is located at the time of such action.

P.I.A. PARTNERSHIP

Donald L. Hinkle
Donald L. Hinkle, Partner

Dorothy G. Hinkle
Dorothy G. Hinkle, Partner

Robert G. George, Jr.
Robert G. George, Jr., Partner

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing Development Agreement was acknowledged before me this 23 day of August, 2002, by Donald L. Hinkle, Dorothy G. Hinkle and Robert G. George, as



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Kay Weinland Routt County, CO AGREE

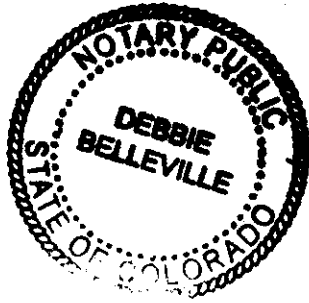
R 21.00

D 0.00

Partners of P.I.A. Partnership.

Witness my hand and seal.

My Commission expires: 11-2-2005



Debbie Belleville
Notary Public

COUNTY

Board of County Commissioners
Routt County, Colorado

By: Daniel R. Ellison
Daniel R. Ellison, Chairman

ATTEST:

Kay Weinland by Debbie Skas
Kay Weinland
Routt County Clerk
Chief Deputy

