

**RESTRICTIVE COVENANT FOR THE
VACATION OF LOT LINES**

THIS RESTRICTIVE COVENANT (“Covenant”) is entered this ____ day of _____, 20__, by and between AE Aikin Family Trust whose address is 212 Spring Grove Way, Colorado Springs, CO, 80906 (“Grantor”) and Summit County, Colorado by and through its Board of County Commissioners, whose address is Post Office Box 68, Breckenridge, Colorado, 80424 (“Grantee”), for the purpose of forever restricting the use of and on the subject property.

RECITALS

- A. Grantor warrants that it is the sole and lawful owner of property located in Summit County, Colorado, and identified as **LOT 7, 8 BLOCK 2, CRESTWOODS SUB; 0036 SITZMARK CIR (CR 903)** recorded at Reception Number 112107, (collectively referred to as the “Properties”), as shown in Exhibit A, and is authorized to enter into this agreement.
- B. The Properties are currently within the R-2 Zoning District, as defined in the Summit County Land Use and Development Code (“Code”). The R-2 zoning designation on the Properties allows for 1 unit of density on Lot 7 and 1 unit of density on Lot 8 as well as certain accessory and conditional uses on each lot as enumerated in the Code.
- C. Resolution 98-117 recorded at reception number 579388 on October 27, 1998, approved the lot line vacation between Lots 7 and 8 via Planning Case PLN98-169; however, a restrictive covenant was never recorded.
- D. Grantor desires to enter into this restrictive covenant for the purpose of vacating the lot lines between the Properties in order to legally avoid certain tax and special assessment charges against the Properties with full knowledge and understanding of the density restrictions which will be imposed upon the combined parcels as a result of the subject lot line vacation and this Covenant. The combined Lots 7 and 8 shall be referred to as the “Property.”

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby covenants and agrees to restrict any future subdivision of the Property, upon and subject to the following terms and conditions:

1. The parties hereto acknowledge by mutual agreement that the lot lines between Lot 7 and Lot 8 are vacated upon the execution of this Covenant and agreement, thereby limiting the potential density of the Property to one single family dwelling unit and associated accessory and conditional uses related to said single family dwelling as may be permitted under the R-2 Zoning District.

2. The parties hereto acknowledge that the lot line vacation creates one contiguous lot on the Property, greater in overall surface area.

3. Grantor covenants and warrants that the Property shall not be subdivided by Grantor in the future, at any time and for any purpose, by any lawful manner; including, but not limited to, an official act under the Summit County Land Use and Development Code, by operation of law, or by order of any court in this state as detailed in §30-28-101(10), C.R.S. Grantor further covenants that the Property shall at all times in the future consist of only one lot.

4. This Covenant shall constitute a restrictive covenant which shall run with the land in perpetuity for the benefit of Grantee. The terms and obligations of this Covenant shall be binding upon all parties hereto, and their respective heirs, successors and assigns. Other than as specified herein, this Covenant is not intended to impose any legal or other responsibility on Grantee.

5. This Covenant expressly inures to the benefit of and is enforceable by Grantee. Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Covenant. Grantee shall have the right to seek an injunction with respect to such activity, and to cause the restoration at Grantor's expense of that portion the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. Nothing contained herein shall be construed to preclude Grantor from exhausting its legal remedies in determining whether the proposed activity to which the Grantee has objected is inconsistent with this Covenant. In the event of any litigation, the prevailing party shall recover its costs and reasonable attorney's fees. Enforcement of the terms and provisions of this Covenant shall be at the discretion of the Grantee and any failure of Grantee to discover a violation or any forbearance to exercise its rights hereunder shall not be deemed or construed to be a waiver of such terms or of any subsequent breach of the same or any other term of this Covenant or of any of the Grantee's rights hereunder or an abandonment of any duties or responsibilities hereunder.

6. Grantor waives any defenses of laches, estoppel, prescription, and any and all requirements in §38-41-119, C.R.S., that require Grantee to bring action to enforce the terms of this Covenant or to compel the removal of any building or improvement on the Property within one year from the date of the violation is or should have been discovered.

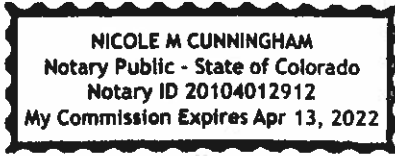
7. Grantee shall record this instrument in a timely fashion in the official records of Summit County, at the Office of the Summit County clerk and Recorder, and Grantee may re-record it at any time as may be required to preserve its rights in this Covenant.

8. The interpretation and performance of this Covenant shall be governed by the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.

9. In the case one or more of the provisions contained in this Covenant, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Covenant and the application thereof shall not in any way be affected or impaired thereby.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Covenant as of the date first above written.



GRANTOR:

Arthur L. Aikin, Jr.
AE Aikin Family Trust
Arthur L. Aikin, Jr., Trustee

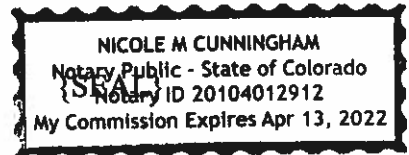
STATE OF Colorado)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me on October 17th, 2019 by Arthur L. Aikin, Jr., Trustee, as Grantor.

Witness my hand and official seal.

My commission expires 04/13/2022

Nicole M. Cunningham
Notary Public



GRANTOR:

Elizabeth C. Aikin
AE Aikin Family Trust
Elizabeth C. Aikin, Trustee

STATE OF Colorado)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me on October 17th, 2019 by Elizabeth C. Aikin, Trustee, as Grantor.

Witness my hand and official seal.

My commission expires 04/13/2022

Nicole M. Cunningham
Notary Public

