

**RESTRICTIVE COVENANT FOR THE
LIMITATION OF DENSITY**

THIS RESTRICTIVE COVENANT (“Covenant”) is entered this ____ day of _____, 2019, by and between The Upper Blue Sanitation District, whose address is PO Box 1216, Breckenridge, CO 80424 (“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 Lot 5 and 6, Valley of the Blue Subdivision (collectively referred to as the “Property”) and is authorized to enter into this agreement.

B. The Property is currently within the “R-6” Zoning District, as defined in the Summit County Land Use and Development Code (“Code”). Eight condominium units were constructed on Lot 7 and a portion of Lot 6, Valley of the Blue. The remainder of Lot 6 is currently vacant but has no associated density because the density for Lot 6 was already used for the condominium units. Lot 5, which is .52 acres allows for 3 units of associated density.

C. Grantor wishes vacate the lot line between the remainder of Lot 6 and neighboring Lot 5, create Lot 5R, and construct two employee housing units (one duplex) on the Property.

D. Grantor voluntarily wishes to acknowledge that no more than the maximum of 3 units may be constructed on the newly designated Lot 5R.

E. Grantor further agrees to abide by the existing “R-6” zoning designation and applicable zoning requirements of the Code on said Property, as such zoning may be revised from time to time in the future. Grantor enters into this restrictive covenant with full knowledge and understanding of the density restrictions which will be imposed upon said Property as a result of this Covenant.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby covenants and agrees to restrict development and future subdivision of the Property beyond 3 units, upon and subject to the following terms and conditions:

1. The parties hereto acknowledge by mutual agreement that 3 units of density on the Property are acknowledged upon the execution of this Covenant and agreement, thereby limiting the potential density of the Property to 3 dwelling units and associated accessory and conditional uses related to said dwellings as may be permitted under the R-6 Zoning District.

2. Grantor covenants that the Property shall at all times in the future consist of a maximum of 3 units of density.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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

GRANTOR:

Upper Blue Sanitation District

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on _____, 20__ by _____ as Grantor.

Witness my hand and official seal.
My commission expires _____.

{SEAL}

Notary Public

**COUNTY OF SUMMIT
STATE OF COLORADO
BY AND THROUGH ITS
COUNTY MANAGER**

BY: _____
Scott Vargo, County Manager

The foregoing instrument was acknowledged before me on _____, 20__, by
Scott Vargo as County Manager of Summit County, Colorado.

Witness my hand and official seal.

{SEAL}

Notary Public

My commission expires _____.