

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

THIS RESTRICTIVE COVENANT (“Covenant”) is entered into this _____ day of _____, 200__, by and between _____, whose address is _____ (“Grantor”), and the **TOWN OF BLUE RIVER, COLORADO**, by and through its Board of Trustees, whose address is P. O. Box 1784, 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 the Town of Blue River, Colorado, and identified as _____ (“the Property”), and is authorized to enter into this agreement; and
- B. The Property is currently within an R-1 zoning district, as defined in the Blue River, Colorado Zoning Code. The R-1 zoning designation on this Property allows single-family residential dwellings on the Property and certain accessory uses as enumerated in the Blue River Zoning Code; and
- C. Grantor wishes to vacate the lot line between Lots _____ and _____ for the purpose of creating one parcel to be known as Lot _____ and
- D. Grantor further agrees to abide by the existing R-1 zoning designation on the 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 the subject lot line vacation and 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 any future subdivision of the Property, subject to the following terms and conditions:

1. Grantor covenants and warrants that the Property shall not be subdivided in the future, at any time and for any purpose, by any lawful manner; including, but not limited to, acton under the Blue River Town Code, by operation of law, or by order of any court as detailed in Section 30-28-101 (10), C.R.S. Grantor covenants that the Property shall at all times in the future consist of only one lot.
2. 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.

3. 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 by injunction or otherwise. 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 Covenants 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.

4. Grantor waives any defense of laches, estoppel, prescription, and any and all requirements in Section 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.

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

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

7. In the case one or more of the provisions contained in the Covenant, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforce ability of the remaining provisions contained in this Covenant and 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:

Grantee:

TOWN OF BLUE RIVER, COLORADO

By: _____

Mayor

