



RESOLUTION NO. 2023 - 59

**BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO**

A RESOLUTION APPROVING PLN23-045, A REQUEST FOR A LOT LINE VACATION LOCATED BETWEEN LOTS 39, 40, AND 41 BLOCK 3, DUDLEY HILL SUB; A TOTAL OF 0.30 ACRES; ZONED RC-5000. (Property Owners Nathan York and Brooke Dames)

WHEREAS, Nathan York has applied to the Board of County Commissioners for approval of a lot line vacation located between Lots 39, 40 and 41, Block 3, Dudley Hill Sub; and

WHEREAS, The Planning Department has reviewed the application and recommended approval to the Board of County Commissioners; and

WHEREAS, The Board of County Commissioners has reviewed the request at a public meeting held on July 11, 2023 and considered the evidence and testimony presented at that meeting; and

WHEREAS, the Board of County Commissioners finds as follows:

1. The vacation procedure has not been used to circumvent the intent of the Subdivision Regulations.
2. The lot resulting from the vacation is in compliance with the County's Zoning Regulations and because, without limitation, the newly created lot meets the minimum lot size requirement and density is being reduced by two units.
3. Easements necessary for the provision of utilities are not affected by the lot line vacation.
4. Upon compliance with the condition set forth below, the applicant has provided a restrictive covenant against the property that prohibits the vacated lots from being resubdivided or recreated by a subdivision approval, subdivision exemption approval or any other administrative or judicial process.
5. All ad valorem taxes on the affected lot have been paid for 2022.
6. The resolution of approval shall state the new lot name as Lot 39R, Block 3, Dudley Hill Sub.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, that Planning Case PLN23-045, a lot line vacation located between Lots 39, 40 and 41, Block 3, Dudley Hill Sub, shown as Exhibit A, is hereby approved with the following condition:

1. The executed lot line vacation restrictive covenant shall be recorded concurrently with this resolution.

ADOPTED THIS 11th DAY OF JULY 2023.

COUNTY OF SUMMIT
STATE OF COLORADO
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS


Joshua Blanchard, Chair

ATTEST:

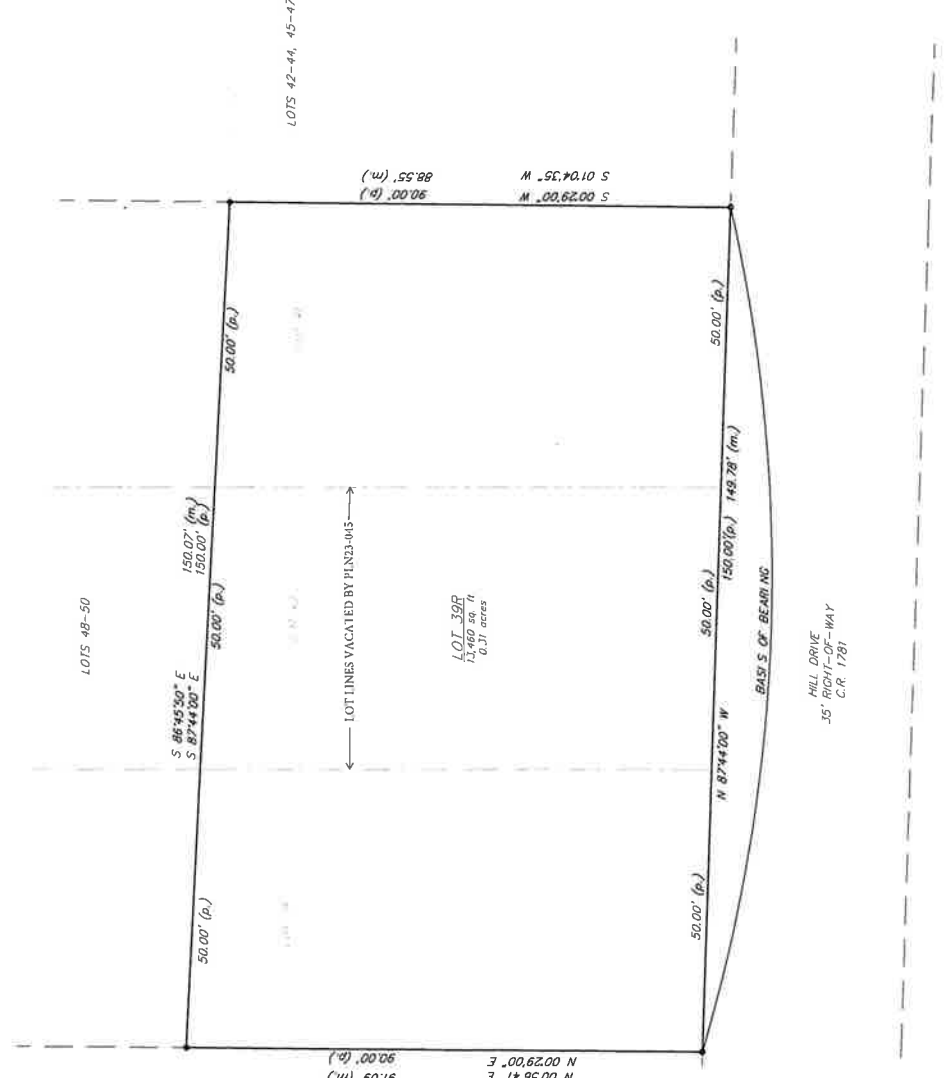
Taryn Fower, Clerk & Recorder



LOTS 39, 40 & 41, BLOCK 3, DUDLEY-HILL LAKESHORE HOMESTEAD
 ACCORDING TO THE PLAT RECORDED AT REC. NO. 91816
 SECTION 13, TOWNSHIP 2 SOUTH, RANGE 80 WEST OF THE 6TH P.M.
 SUMMIT COUNTY, COLORADO



VICINITY MAP



LOTS 37-38, 51-52

LOTS 42-44, 45-47



GRAPHIC SCALE



- LEGEND
- FOUND ALUMINUM PIN AND CAP (PLS 20883)
 - FOUND 1" SOLID PIPE
 - △ MEASURED COURSE
 - PLATED COURSE

DEDICATION:

I, _____, hereby dedicate the above described land, including any and all improvements thereon, to the public use and enjoyment of the citizens of Summit County, Colorado, for the purpose of a public park, and I hereby agree to execute all such documents as may be required to carry out the purpose of this dedication.

NOTORIAL CERTIFICATE:

I, _____, Notary Public for Summit County, Colorado, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in my office.

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Summit County, Colorado
 Notary Public

 Notary Seal

Summit County, Colorado
 Notary Public

 Notary Seal

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 Notary Public

 Notary Seal

Summit County, Colorado
 Notary Public

 Notary Seal

NOTARY SEAL: This seal is not valid unless it is accompanied by the Notary Public's commission. The commission expires on the date shown on the seal. If the seal is used after the commission has expired, it is invalid. The Notary Public is responsible for the accuracy of the information provided on the seal.



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

THIS RESTRICTIVE COVENANT (“Covenant”) is entered this 6 day of JUNE, 2023, by and between Nathan York and Brooke Dames whose address is 493 Cartier Ct, Dillon, Colorado, 80435 (“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 39, 40, 41 BLOCK 3, DUDLEY HILL SUB** recorded at Reception Number 91816 (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 RC-5000 Zoning District, as defined in the Summit County Land Use and Development Code (“Code”). The RC-5000 zoning designation on the Properties allows for 1 unit of density on Lot 39, 1 unit of density on Lot 40 and 1 unit of density on Lot 41 as well as certain accessory and conditional uses on each lot as enumerated in the Code.
- C. Grantor wishes to vacate the lot lines between Lots 39, 40 and 41, which separate said lots, for the purpose of creating one cohesive parcel of greater total surface area.
- D. Grantor desires to enter into this restrictive covenant for the purpose of vacating the lot lines between 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 39, 40 and 41 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 Lots 39, 40 and 41 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 RC-5000 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.

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

GRANTOR:

[Signature]
Nathan York

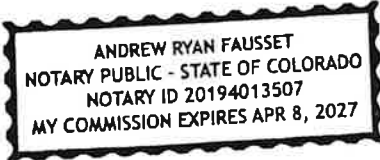
STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me on June 6th, 2023 by Nathan York as Grantor.

Witness my hand and official seal.
My commission expires 04/08/2027

[Signature]
Notary Public

{SEAL}



GRANTOR:

[Signature]
Brooke Dames

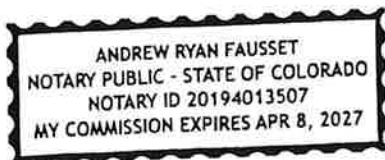
STATE OF Colorado)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me on June 6th, 2023 by Brooke Dames as Grantor.

Witness my hand and official seal.
My commission expires 04/08/2027

[Signature]
Notary Public

{SEAL}



[Signatures continue on following page]

GRANTEE:
COUNTY MANAGER
OF SUMMIT COUNTY, COLORADO

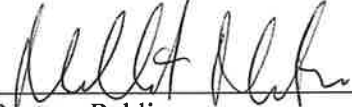


Philip Gonshak, Interim County Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on August 28,
2023 by Philip Gonshak as Interim County Manager of Summit County, Colorado.

Witness my hand and official seal.



Notary Public

{SEAL}
MILLICENT SONJA MARTER
Notary Public
State of Colorado
Notary ID # 20214042353
My Commission Expires 10-27-2025

My commission expires 10/27/2025.