



## Lot Line Adjustment Application

Legal Description: Lot: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Homeowner Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

### Requirements

#### **Sec. 17-1-30. Partial replatting of approved subdivisions.**

The procedure for the amendment or partial replatting of approved subdivisions, including lot line adjustments, lot line vacations and resubdivision of single-family lots as duplex lots shall be as follows:

(1) Applications for the amendment or partial replatting of approved subdivisions, including lot line adjustments, lot line vacations and re-subdivision of single-family lots as duplex lots, shall include the following:

a. An application form, signed by the owner of the property, in a format prescribed by the Town, including a brief description of the purpose of the application, a legal description and the name and address of the property owner, together with evidence of ownership and any liens against the property (such as an informational title commitment).

b. An application deposit in the amount of five hundred dollars (\$500.00) for lot line adjustments or two hundred (\$200.00) for other applications, which deposit will be used to pay actual review costs, including attorney and engineering costs and any recording, publication or other miscellaneous fees and costs. If such costs are less than the deposit, the difference shall be refunded to the applicant. If the costs are more than the deposit, the applicant shall pay all amounts due in full before approval.

c. A copy of the original plat, or relevant portion thereof, which would be affected by approval of the application and a vicinity map indicating the location of the property.

d. The names and addresses of any property owners within three hundred (300) feet of the property.

e. A plat in recordable form, at a minimum meeting the requirements for plats of the *Summit County Land Use and Development Code*, Section 8700 and Appendix 8-3, Standard Plat Certificates and Notes, subject to the following changes and unless otherwise approved by the Town Attorney:

1. Change "Summit County" or "County of Summit" to "Town of Blue River."
2. "Summit County Clerk and Recorder" – no change.
3. Change "Summit County Planning Commission" to "Town of Blue River Planning and Zoning Commission."
4. Change "Board of County Commissioners" to "Board of Trustees."

Said plat shall contain the following additional certificate:

This plat is approved for recording by the Board of Trustees of the Town of Blue River the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

The plat shall state the name of the original subdivision and show all easements and rights-of-way for roads and utility lines as constructed. The plat shall state the purpose of the resubdivision or partial replatting of the subdivision. In the case of lot line adjustments and lot line vacations, the plat shall also show the existing lot line and, in the case of lot line adjustments, the new lot line.

f. Letters of consent from any utility companies identified on the plat as having the right of use of any easements which will be affected by approval of the application.

(2) Any application for a lot line vacation shall also contain a restrictive covenant for recording, in a form prescribed by the Town, wherein the owner agrees for himself or herself and successors and assigns that, if the lot line vacation is approved, there shall be no future resubdivision of the new lot.

(3) Procedure for review of application.

a. The Town Attorney will determine if the application is complete. If the Town Attorney determines that any application may materially affect third parties, a public hearing shall be conducted pursuant to Section 16-2-60 of this Code.

b. Within thirty (30) days of the receipt of a complete application, the Planning and Zoning Commission shall review the application and recommend to the Board of Trustees approval, approval with conditions or denial of the application. An application shall be approved only if:

1. Except in the case of an application for resubdivision of single-family lots as duplex lots, no additional lots will be created;
2. No lots will be created which do not comply with zoning requirements;
3. No lots will be created which cannot be built upon under the regulations of the Town;
4. No other lot lines within the subdivision are affected; and
5. In the case of resubdivision of a single-family lot as a duplex lot, the single-family lot was approved as a duplex lot but not originally subdivided as such.

c. At its next regular meeting following the receipt of the recommendation of the Planning and Zoning Commission, the Board of Trustees shall consider the recommendation and shall deny the application or approve the plat for recording, with or without conditions. (Prior code 7-1-8; Ord. 05-03 §5, 2005; Ord. 06-01 §1, 2006)

## 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, action 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

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_