



# COUNTY OF ELBERT

## COMMUNITY & DEVELOPMENT SERVICES

P.O. BOX 7  
215 COMANCHE STREET  
KIOWA, COLORADO 80117  
303-621-3136 FAX: 303-621-3165  
cde@elbertcounty-co.gov



### FINAL PLAT CHECK LIST SUBDIVISION REGULATIONS

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address/Location: \_\_\_\_\_

Owner(s) Name(s): \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

#### Application must contain the following information:

1. **Completed application form** \_\_\_\_\_  
(Notarized and signed by all owners – 1 original & 2 copies)
- A. Disclosure form** \_\_\_\_\_  
(Notarized and signed by all owners – 1 original & 2 copies)
- B. Agreement form** (1 original & 2 copies) \_\_\_\_\_
2. **Application fees paid** \_\_\_\_\_ \$ (amount) \_\_\_\_\_
3. **Completed Final Plat Map** \_\_\_\_\_ (1 original & 2 copies) \_\_\_\_\_  
(See Subdivision Regulations)
4. **Completed Narrative** \_\_\_\_\_ (1 original & 2 copies) \_\_\_\_\_  
(Per Zoning Regulations)
5. **Two copies of street and road plans with profiles** \_\_\_\_\_
6. **Approved covenants to be recorded** \_\_\_\_\_
7. **Estimated construction costs and proposed financing for public facilities** \_\_\_\_\_
8. **Completed subdivision summary form** \_\_\_\_\_
9. **Subdivision improvement agreement** \_\_\_\_\_
10. **Development Guide** \_\_\_\_\_
11. **Erosion control and drainage from SCS** \_\_\_\_\_
12. **Valuation and appraisal of project area** \_\_\_\_\_
13. **Certification of taxes paid (from Treasurer's Office)** \_\_\_\_\_
14. **Road access permit** \_\_\_\_\_
15. **Other information requested by the CDS Dept.** \_\_\_\_\_

A. Description of request \_\_\_\_\_

**Public Hearing date set for PC: (14 days)** Date: \_\_\_\_\_

Time: \_\_\_\_\_

**Public Hearing date set for BOCC: (14 days)** Date: \_\_\_\_\_

Time: \_\_\_\_\_

16. Notice of Public Hearing in newspaper  
(Must be supplied to the CDS Department  
14 days prior to Public Hearing - See Notice  
of Public Hearing in Part I, Section 3)

17. Publisher's Affidavit  
(Must be supplied to the CDS Department  
5 days prior to Public Hearing)

Not more than 30 days after approval by BOCC, the applicant shall record the plat in the office of the Elbert County Clerk and Recorder.



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## ELBERT COUNTY LAND USE APPLICATION

**PROJECT NAME:** \_\_\_\_\_

**PROJECT ADDRESS:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**LEGAL OWNER'S NAME(S):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE #(S):** \_\_\_\_\_

**\*ATTACH PROOF OF OWNERSHIP\***

**Water Rights Owner(s):** \_\_\_\_\_

**Mineral Rights Owner(s):** \_\_\_\_\_

**Special Districts:** \_\_\_\_\_

**Proposal/Request:** \_\_\_\_\_

**Authorized Representative Name/Address:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**Legal Description of Property:** Section(s) \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_

**Subdivision** \_\_\_\_\_

**Property Tax Parcel Number:** \_\_\_\_\_

**COMPLETE ALL APPLICABLE SECTIONS**

Present Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_  
Gross Site Acreage: \_\_\_\_\_ Net Site Acreage: \_\_\_\_\_  
Gross Site Density/acres: \_\_\_\_\_ # Lots/Dwelling Units: \_\_\_\_\_

Sources of Utilities: Water: \_\_\_\_\_ Electricity: \_\_\_\_\_  
Sanitation: \_\_\_\_\_ Natural Gas: \_\_\_\_\_  
Other: \_\_\_\_\_

Elbert County School Attendance (K-12): \_\_\_\_\_  
Fire District: \_\_\_\_\_  
Proposed Public Roadway Access: \_\_\_\_\_  
TOTAL APPLICATION FEE \$ \_\_\_\_\_ AMOUNT RECEIVED \$ \_\_\_\_\_

**DOCUMENTS SUBMITTED:**

- |  |                                      |
|--|--------------------------------------|
| _____ Access Requests  | _____ Plat Map                       |
| _____ Authorization for Representative   | _____ Preliminary Construction Plans |
| _____ Cost estimates   | _____ Proof of Ownership             |
| _____ Drainage Report  | _____ Soils Report                   |
| _____ Final Construction Plans   | _____ Traffic Control Plan           |
| _____ Landscape Plans  | _____ Traffic Report                 |
| _____ Narrative  | _____ Subdivision Summary Form       |
| _____ Pavement Design Report   | _____ Other                          |
| _____ Statement of Taxes (available from Treasurer's Office)   |                                      |
| _____ Grading, Drainage & Erosion Control Plan (required if adding, moving, or removing more than 300 cubic yards of dirt) |                                      |

Review of this application and supportive documentation will not begin until the Community & Development Services Department deems the application complete. Applicant acknowledges that there is no mutually agreed upon time between the County and the applicant during which this application will be approved, conditionally approved or denied.

In addition to the standard Land Use Fees, the applicant is responsible for all Public Notice Costs (signs, legal notices, certified mail, etc.), as well as large envelopes and postage for Referral Agencies, Planning Commissioners and the Board of County Commissioners, etc.

Applicant's Signature(s): \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

State of )  
                  )           ss:  
County    )

The above and foregoing instrument was subscribed and sworn to before me, in my presence, a Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_



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## APPLICATION AGREEMENT FORM

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

The applicant agrees to pay for reasonable additional engineering and/or consultation when requested by the Community & Development Services Department, Planning Commission or Board of County Commissioners when, in their opinion, additional information, studies, or investigations are needed to help clarify the proposal made.

\_\_\_\_\_  
Applicant or Authorized Representative

\_\_\_\_\_  
Date



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### DISCLOSURE LETTER

**PROJECT NAME:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**I/We,** \_\_\_\_\_

do hereby acknowledge my/our full awareness of the application/request being presented to Elbert County by

\_\_\_\_\_ for the parcel of land indicated, and for the reason(s) noted on the completed application/request submittal.

I/We hereby acknowledge the person(s) noted is/are my/our authorized representative(s) in the matter.

I/We hereby grant permission for the Elbert County Community & Development Services Department, or any referral agency they require, to access the parcel of land indicated for reasons of reviewing and evaluating the land use application.

**Signature(s):**

\_\_\_\_\_

**PRINT NAME AND COMPLETE ADDRESS OF PROPERTY OWNER(S) BELOW:**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

State of \_\_\_\_\_ )

) ss:

County \_\_\_\_\_ )

The above and foregoing instrument was subscribed and sworn to before me, in my presence, a Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

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### SUBDIVISION SUMMARY FORM

DATE: \_\_\_\_\_

TYPE OF SUBMISSION:

Request for Exemption \_\_\_\_\_

Preliminary Plan \_\_\_\_\_

Final Plat \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_ FILING: \_\_\_\_\_

LOCATION OF SUBDIVISION: \_\_\_\_\_ TOWNSHIP: \_\_\_\_\_ RANGE: \_\_\_\_\_ SECTION: \_\_\_\_\_

OWNER(S) NAME(S) \_\_\_\_\_

AND ADDRESS: \_\_\_\_\_

APPLICANT(S) REPRESENTATIVE: \_\_\_\_\_ ADDRESS & PHONE NUMBER: \_\_\_\_\_

	TYPE OF HOUSING UNITS	NUMBER OF DWELLINGS UNITS	AREA (ACRES)	PERCENT OF TOTAL AREA
( )	Single Family			
( )	Apartments			
( )	Condominiums			
( )	Mobile Homes			
( )	Commercial			
( )	Industrial			
( )	Other (Specify)			
	SUBDIVISION AMENITIES	TYPE	AREA (ACRES)	PERCENT OF TOTAL AREA
( )	Right of Ways (Streets)	Dedicated		
( )	Right of Ways (Streets)	Private		
( )	School Sites	Dedicated		
( )	School Sites	Reserved		
( )	Park Sites (Non Passive)	Dedicated		
( )	Park Sites (Non Passive)	Private		
( )	Trails	Public		
( )	Trails	Private		
( )	Open Space	Dedicated		
( )	Open Space	Private		

ESTIMATED WATER REQUIREMENTS: \_\_\_\_\_ GALLONS/DAY  
PROPOSED WATER SOURCE: \_\_\_\_\_  
ESTIMATED SEWAGE DISPOSAL REQUIREMENTS: \_\_\_\_\_  
PROPOSED MEANS OF SEWAGE DISPOSAL: \_\_\_\_\_

ACTION:

STAFF RECOMMENDATION:

APPROVAL ( ) DENIAL ( )

REMARKS: \_\_\_\_\_

DATE: \_\_\_\_\_

PLANNING COMMISSION RECOMMENDATION:

APPROVAL ( ) DENIAL ( )

REMARKS: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS:

APPROVAL ( ) DENIAL ( )

EXEMPTION UNDER C.R.S 30-28-101(d): \_\_\_\_\_

REMARKS (IF EXEMPTION, STATE REASON): \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE: THIS FORM IS REQUIRED BY COLORADO REVISED STATUTES.**

# SUBDIVISION IMPROVEMENT AGREEMENT

## AND RESTRICTION ON CONVEYANCE RELATING TO THE SUBDIVISION AND DEVELOPMENT OF

\_\_\_\_\_  
(Name of Subdivision)

THIS AGREEMENT dated this \_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_\_\_, between the BOARD OF COUNTY COMMISSIONERS OF ELBERT COUNTY, COLORADO, (hereinafter sometimes called "County") and \_\_\_\_\_ (a Colorado Corporation, hereinafter sometimes called "Subdivider").  
(Name of Applicant)

### WITNESSETH:

**WHEREAS**, Subdivider has this date submitted to County for approval, execution and recordation a subdivision plat designated \_\_\_\_\_, (hereinafter sometimes referred to as the "plat"); and  
(Name of Subdivision)

**WHEREAS**, County has fully considered said plat, the proposed development and improvement of the land therein and the requirements to be imposed upon other adjoining or neighboring properties by reason of the proposed development and improvement of the land included in the plat; and

**WHEREAS**, the County is willing to approve, execute, and accept for recordation said plat upon the agreement of Subdivider to the matters hereinafter described, and subject to all requirements, terms and conditions of the Elbert County Subdivision Regulations now in effect and other laws, rules, and regulations; and

**WHEREAS**, County and Subdivider mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by County in connection with its approval, execution, and acceptance for recordation of the plat, and that such matters are necessary to protect, promote and enhance the public welfare; and

**WHEREAS**, it is further mutually acknowledged that County is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed by Subdivider, and in that regard the statutes of the State of Colorado pertaining to County Planning provide that the collateral used as security for the construction and improvement of public improvements as are required by County Subdivision Regulations may include "Restriction on the conveyance, sale, or transfer of any lot, lots, tract or tracts of land within the subdivision as set forth on the plat or as recorded by separate instrument"; and

**WHEREAS**, County agrees that it is appropriate to provide Subdivider with said alternate method of collaterally securing the construction and improvement of the public improvements as set forth in

Exhibits \_\_\_\_\_, and \_\_\_\_, attached hereto.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants herein contained, and the approval, execution, and acceptance of the plat for recordation by County, it is agreed as follows:

### **IMPROVEMENTS TO BE COMPLETED**

1. All streets, curb, gutter, sidewalk, pans, roads, drainage, water and sewer and other improvements within the plat and other conditions and stipulations for impacts or dedications as reflected in the Board of County Commissioner's approved Resolution \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto as Exhibit "A," and made a part hereof, shall be constructed and improved by Subdivider according to the applicable standards, rules, and regulations of County, and according to the approved road or street plans and profiles submitted by Subdivider.

### **TIME OF COMPLETION**

2. Except where a lesser time period is prescribed, all improvements herein described and all matters herein agreed to be performed shall be installed, constructed, or performed by Subdivider **within eighteen (18) months from the date hereof**, provided however, that labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Subdivider's control by any cause which County may determine justifies the delay shall extend the said time period for performance of this agreement. All construction shall be performed in a good and professional manner and in accordance with applicable County standards, rules, and regulations governing such construction.

### **OWNERSHIP OF IMPROVEMENTS**

3. Subject to the provisions of the Elbert County Subdivision Regulations relating to County's acceptance of streets and roads for maintenance purposes, upon completion of construction of the streets and roads herein described, all such streets and roads shall remain the sole property of the subdivider or individual lot owner. However, subdivider and lot owners shall grant an easement for road right-of-way and road purposes, as shown on the final plat, over all said streets and roads.

### **RESTRICTION ON BUILDING PERMITS**

4. The Subdivider understands and agrees that no building permit will be issued by the Elbert County Building Department for any lot, lots, tract or tracts until the improvements required by Exhibits \_\_\_\_\_, and \_\_\_\_ have been approved, released or accepted on probation.

### **PARTIAL OR FULL RELEASE OF PLAT RESTRICTION**

5. At any time Subdivider may offer substituted security or collateral which if sufficient in the judgement of the Board of County Commissioners to assure completion of all or any portion of the public improvements set forth in Exhibits \_\_\_\_\_, and \_\_\_\_, in compliance with the requirements of Exhibits \_\_\_\_\_, and \_\_\_\_, will release the plat restriction on that portion of the development covered by the substituted security or collateral, or release a portion of any cash bond which may have been posted.

## **UTILITY RESPONSIBLE FOR INSTALLATION**

6. Subdivider agrees to be responsible for contracting for installation of any or all utilities where required, including, but not limited to water, sewer, natural gas, and electricity where applicable. It is agreed that electrical and telephone service for this subdivision shall be either installed or brought to the subdivision property line in accordance with the Elbert County Regulations. Subdivider understands that no building permits shall be issued prior to assurances to the Elbert County Planning Department that adequate roadways and water availability are available or provided for each lot seeking a building permit and that water and utility service is available before a certificate of occupancy is granted.

## **COLLATERAL**

7. These restrictions on the conveyance, sale or transfer of any lots, tract or tracts within \_\_\_\_\_  
(Name of Subdivision) and on the issuance of building permits or certificates of occupancy with respect to improvements thereon shall be the collateral securing the performance of the public improvements set forth in Exhibits \_\_\_\_\_, and \_\_\_\_\_.

## **LEGAL ENCUMBRANCE**

8. The restrictions, covenants and conditions as set forth above constitute both a formal restriction and a legal encumbrance on \_\_\_\_\_ and  
(Name of Subdivision) that the same shall run with such land and shall extend to and be binding upon the successors, legal representatives, and assigns of the Subdivider.

## **EXECUTION - NO GUARANTEE**

9. The execution of this agreement by the Board of County Commissioners of Elbert County in no way represents that the County will accept the public improvements set forth in Exhibits \_\_\_\_\_, and \_\_\_\_\_. Agreement for title or maintenance purposes until said improvements have been completed in strict compliance with Elbert County standards, rules and regulations.

## **ENFORCEMENT**

10. This agreement between the parties shall be enforceable pursuant to the provisions of Section 30-28-137(3), C.R.S. 1973, as amended. The restrictions on conveyance, sale or transfer of any lot, lots, tract or tracts and on the issuance of building permits or certificates of occupancy shall apply to all successors, legal representatives and assigns of the subdivider.

## **STANDARDS FOR ACCEPTANCE**

11. County shall accept the streets and roads constructed under this agreement for full maintenance under the following terms and conditions:
  - A. As soon as all the streets which are covered by the agreement are built in accordance with the terms of this agreement, Subdivider shall send a letter to County requesting inspection to be made of said streets and roads for county approval. The County will send a letter to Subdivider showing the results of the inspection of said streets for street and road approval, setting forth therein all matters required to be completed before County approval.

- B. The streets and roads constructed pursuant to this agreement will be inspected by County upon written request from the Subdivider two (2) years after approval and a list of any deficiencies will be sent to Subdivider for correction. Subdivider shall correct all of said deficiencies to County's satisfaction within six (6) months from the date of said deficiency list.
- C. After all deficiencies have been corrected by Subdivider then County may accept said streets and roads for full maintenance, but in no event will streets or roads be accepted for County maintenance until two (2) years following completion.

### **PERFORMANCE SECURITY**

- 12. Prior to the release of the entire plat restriction or prior to the final release on the remaining portion of the plat restriction, the County, shall require from the Subdivider, security or collateral in the amount of 100% of the total cost of improvements in a letter of credit or cashier's check, supported by a minimum of two (2) written construction bids, independent and acceptable to the County. This security or collateral shall be held until the improvements have been accepted by the County for full maintenance purposes.

### **PRESERVATION OF OTHER REMEDIES**

- 13. The rights and remedies of the County provided in this agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. The Subdivider in developing the property contained within the plat, and the other improvements herein described, shall fully comply with all applicable rules, regulations, standards, and laws of the County and other governmental agencies, and bodies having jurisdiction.

### **STIPULATIONS**

- 14. This agreement in addition to the consideration of the premises, the mutual covenants herein contained, and the approval, execution, and acceptance of the plat for recordation by Elbert County shall be and is subject to the stipulation(s) contained in Exhibit "A" and Subdivider agrees to perform all of said stipulations.

### **SECTION HEADINGS**

- 15. The section headings are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provisions of this agreement.

