SAN MIGUEL COUNTY LAND USE CODE

ARTICLE 3

PROCEDURES

FIGURE 3-1

LAND USE ACTIVITIES AND REVIEW PROCEDURES

Administrative Reviews

Caretaker, Accessory Dwelling & Secondary Dwelling Units

Development of a Residence, and/or Access & Utilities associated with a Residential Unit in a Wetland Area

Enhancement or protection against property loss and/or damage in a Wetland area

Development in a Watershed Protection Area

Release of Collateral

Open Land Protection for Four or Fewer Lots

Wright’s Mesa Open Land Protection for Ten or Fewer Lots

Minor Review of a Single-family Residence in an Area of Local and State Interest/C.R.S.1041

Environmental Hazard Review

Minor Amendments to Special Use Permits

Minor Amendments to Special Approvals Granted to Land Uses Subject to One-step Planning Commission or Board of County Commission Approval

Scenic Foreground Overlay Review for One Single-family Dwelling Unit

Insubstantial Amendments to Final Plat or Planned Unit Development (PUD)

Underground Electricity Transmission and Distribution Lines
Temporary Uses with minimal adverse short-term impacts

Minor Facility Oil and Gas Development

**One-step Planning Commission Reviews**

Special Use Permits/Planning Commission Approvals

Approval of Specific Land Uses Identified within Article 5 as Uses Subject to One-step Planning Commission Review

Scenic Foreground Overlay Reviews for all development other than construction of one Single-family dwelling unit

Major Review of a Single-family Residence in an Area of Local and State Interest / C.R.S. 1041

Environmental Hazard Review

Mining and Mineral Processing (West End Zone District)

**One-step Board of County Commissioner Reviews**

Subdivision Exemptions for the following activities:

a. **Correction of Surveying Errors**;
b. Lot line adjustments;
c. Parcels for Essential Community Facilities;
d. Reversion to Acreage Plats;
e. Agricultural Lands Lots Split;
f. Open Land Protection (5 or more lots);
g. Fully Developed Residential Property;
h. Single-lot Lot Split in an Existing Subdivision;
i. Wright’s Mesa Subdivision Exemption (parcels 150 acres or greater);
j. West End;
k. Wright’s Mesa Open Land Protection (11 or more lots);
l. Wright’s Mesa Essential Community Facilities & Parks;
m. **Vacation of Lot Lines**

Acceptance of Subdivision Roads

Reduction in Highway Setbacks

Road Standard Variances
Two-step reviews

Development in Wetland Areas other than a Residential Home and Access & Utilities associated with a Residential House

Special Use Permits

Substantial Plat Amendments

Substantial Planned Unit Development (PUD) Amendments

Land Uses Requiring Special Use Permits

Land Use Code Amendments

Rezoning

Conditional Uses on Federal Lands

All Development in Areas of Local and State Interest/ C.R.S. 1041 Environmental Hazard Review with the exception of the construction of one single-family dwelling unit

Public Utility Structures and Above ground Electricity Transmission and Distribution Lines

Modification of Ecological Sensitivity Area Boundaries

Road Vacations

Flood Plain Development Permits for Special Uses

Major Facility Oil and Gas Development

Wright’s Mesa Subdivision Exemption for parcels greater than 37 acres or larger and less than 150 acres

Five-step Reviews

Subdivisions

Planned Unit Developments
SECTION 3-4: ADMINISTRATIVE REVIEW PROCEDURES

3-401 General

The development applications identified in Figure 3-1 and listed in this section are subject to the Administrative review procedures described in this part of the Code. Figure 3-3 is a guide to the procedures, submission contents and review standards for Administrative reviews.

3-401 A. Accessory Dwelling Units (Refer to Section 4-7 for submission contents and Section 5-13 for review standards).

3-401 B. Minor Review of a Single-Family Residence in an Area of Local and State Interest/C.R.S. 1041 Environmental Hazard Review (refer to Section 4-6 for submission contents and Section 5-4 for review standards).

3-401 C. Minor Amendments to Special Use Permits (Refer to Section 4-7 for submission contents and Section 5-10 for review standards).

3-401 D. Minor Amendments to Special Approvals Granted to Land Uses Subject to One-step Planning Commission or Board of County Commission Review (Refer to Section 4-7 for submission contents and Section 5-10 for standards).

3-401 E. Scenic Foreground Overlay Review for One Single-family Dwelling Unit (Refer to Section 4-8 for submission contents and Section 5-316 for standards).

3-401 F. Insubstantial Amendments to Final Plat or Planned Unit Development (PUD) (Refer to Section 4-6 for submission contents and Section 5-15 for standards).

3-401 G. Underground Electricity Transmission and Distribution Lines (Refer to Section 4-7 for submission contents and 5-709 for standards).

3-401 H. Development in a Wetland Area or Wetland Area Buffer Zone of Access, Utility associated with a residence and/or Residence (Refer to Sections 4-2 and 5-2203 F. for submission contents and Section 5-22 for standards).

3-401 I. Caretaker Units in the Forestry, Agriculture and Open (F) Zone District (Refer to Section 5-307 C.I.).

3-401 J. Development in a Watershed Protection Area (Refer to Section 5-25).

3-401 K. Subdivision Exemption for Open Land Protection for Four or Fewer Lots (Refer to Section 5-1207).

3-401 L. Release of Collateral (Refer to Section 3-1203).

3-401 M. Minor Oil and Gas Development (Refer to Section 5-26 for submission contents and requirements).

3-401 N. Subdivision Exemption for Wright’s Mesa Open Land Protection for Ten or Fewer Lots (Refer to Section 5-1212).
SECTION 3-5: ONE-STEP REVIEWS

3-501 General

The development applications identified in Figure 3-1 and listed in this section are subject to the one-step Planning Commission or the one-step Board of County Commissioners review procedures described in this part of the Code. Figure 3-4 serves as a guide to procedures, submission contents and review standards for one-step reviews.

3-501 A. The land use activities listed in this section are subject to One-step Planning Commission Review.

3-501-A.I. Approval of Specific Land Uses Identified within Article 5 as Uses Subject to one-step Planning Commission Review (Refer to Section 4-6 for submission contents and Section 5-10 for review standards);

3-501-A.II. Scenic Foreground Overlay Reviews for all development other than construction of one single-family dwelling unit (Refer to Section 4-8 for submission contents and Section 5-316 for review standards);

3-501-A.III. Major Review of a Single-Family Residence in an Area of Local and State Interest C.R.S. 1041 Environmental Hazard Review (refer to Section 4-6 for submission contents and Section 5-4 for review standards);

3-501-A.IV. Determination of Parking Requirements (Refer to Section 4-7 for submission contents and Section 5-702 F. for standards); and

3-501-A.V. Amendments to the Comprehensive Development Plan; such amendments require a public hearing before the Planning Commission;

3-501-A.VI. Development of equestrian centers, allowed only in the Low Density (LD) Zone District (see Section 4-2 for submission requirements and Sections 5-10 and 5-24 for standards);

3-501-A.VII. Reduction in Highway Setbacks (Refer to Section 4-7 for submission contents and Section 5-505 for review standards);

3-501-A.VIII. Mineral Exploration and Mining (Refer to Section 5-16 for standards);

3-501-A.IX. Logging (Refer to Section 5-17 for standards).
3-501 B. The land use activities listed in this section are subject to One-step Board of County Commissioners Review.

3-501 B.I. Subdivision Exemptions for the following activities:

   a. **Correction of Surveying Errors** (Refer to Section 4-6 for submission contents and Section 5-1202 for review standards);

   b. Lot line adjustments (Refer to Section 4-6 for submission contents and Section 5-1203 for review standards);

   c. **Subdivision of Parcels for Community Facilities** (Refer to Section 4-6 for submission contents and Section 5-1204 for review standards); and

   d. Reversion to Acreage Plats (Refer to Section 4-6 for submission contents and Section 5-1205 for review standards);

   e. Agricultural Lands Lots Split (Refer to Section 4-6 for submission contents and Section 5-1206 for review standards); and

   f. **Open Land Protection, creating 5 parcels or more** (Refer to Section 4-6 for submission contents and Section 5-1207 for review standards);

   g. Fully Developed **Residential Property** (Refer to Section 5-1208 for standards);

   h. **Single-lot Lot Split in an Existing Subdivision** (Refer to Section 5-1209 for standards);

   i. Wright’s Mesa **Subdivision Exemption for parcels 150 acres or greater** (Refer to Section 4-6 for submission contents and Section 5-1210 for review standards); and

   j. West End (Refer to Section 4-6 for submission contents and Section 5-1211 for review standards);

   k. Wright’s Mesa Open Land Protection, **creating 11 parcels or more** (Refer to Section 4-6 for submission contents and Section 5-1212 for review standards);

   l. Wright’s Mesa Essential Community Facilities & Parks (Refer to Section 4-6 for submission contents and Section 5-1213 for review standards);

   m. **Vacation of Lot Lines** (Refer to Section 4-6 for submission contents and Section 5-1214 for review standards).

3-501 B.II. Acceptance of Subdivision Roads (Refer to Section 4-6 for submission contents and Section 5-504 for review standards).
### FIGURE 3-4

**ONE-STEP REVIEWS: SUBMISSION CONTENTS AND STANDARDS**

<table>
<thead>
<tr>
<th>Land Use Activity</th>
<th>Land Use Code Section</th>
<th>Submission Contents</th>
<th>Standards*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land Use Activities Subject to Planning Commission Review</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Approval of Specific Land Uses Identified within Article 5 as Uses Subject to One-step Planning Commission Review</td>
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<td>4-6</td>
<td>5-10</td>
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<tr>
<td>Scenic Foreground Overlay Reviews for all development other than construction of one Single-Family Dwelling Unit</td>
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<td>4-8</td>
<td>5-316</td>
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<td>Major Review of a Single-family Residence in an Area of Local and State Interest / 1041 Environmental Hazard Review</td>
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<td>4-6</td>
<td>5-4</td>
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<tr>
<td>Equestrian Centers (allowed in Low Density Zone District only)</td>
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<td>4-2</td>
<td>5-10, 5-24</td>
</tr>
<tr>
<td><strong>Land Use Activities Subject to Board of County Commissioner Review</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Subdivision Exemptions for:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Correction of Surveying Errors</td>
<td></td>
<td>4-6</td>
<td>5-1202</td>
</tr>
<tr>
<td>Lot Line Adjustments</td>
<td></td>
<td>4-6</td>
<td>5-1203</td>
</tr>
<tr>
<td>Subdivision of Parcels for Community Facilities</td>
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<td>4-6</td>
<td>5-1204</td>
</tr>
<tr>
<td>Reversion to Acreage Plats</td>
<td></td>
<td>4-6</td>
<td>5-1205</td>
</tr>
<tr>
<td>Agricultural Lot Split</td>
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<td>5-1206</td>
</tr>
<tr>
<td>Open Land Protection, 5 lots or more</td>
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<td>Fully Developed Residential Property</td>
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<td>5-1208</td>
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<td>Single-lot Split in an Existing Subdivision</td>
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<td>4-6</td>
<td>5-1209</td>
</tr>
<tr>
<td>Wright’s Mesa Subdivision Exemption, 150 acres or larger</td>
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<td>4-6</td>
<td>5-1210</td>
</tr>
<tr>
<td>West End</td>
<td></td>
<td>4-6</td>
<td>5-1211</td>
</tr>
<tr>
<td>Wright’s Mesa Open Land Protection, 11 lots or more</td>
<td></td>
<td>4-6</td>
<td>5-1212</td>
</tr>
<tr>
<td>Wright’s Mesa Essential Community Facilities &amp; Parks</td>
<td></td>
<td>4-6</td>
<td>5-1213</td>
</tr>
<tr>
<td>Vacation of Lot Lines</td>
<td></td>
<td>4-6</td>
<td>5-1214</td>
</tr>
<tr>
<td>Acceptance of Subdivision Roads</td>
<td></td>
<td>4-6</td>
<td>5-504</td>
</tr>
<tr>
<td>Reduction in Highway Setbacks</td>
<td></td>
<td>4-7</td>
<td>5-505</td>
</tr>
</tbody>
</table>

* Other standards may apply.
3-502 Procedure

3-502 A. One-step reviews shall be conducted pursuant to the applicable stages of the ten-stage land use review process described in Section 3-202 and this section of the Code. An applicant seeking a one-step review approval for any of the applications identified in Figure 3-1 and listed in 3-501 shall submit an application to the Planning Director consistent with the submission contents described in Article 4 of the Code.

3-502 B. One-step reviews shall occur at public meetings of the Planning Commission or the Board of County Commissioners, depending upon which body has jurisdiction pursuant to Section 3-501.

3-503 Platting Procedure

An applicant seeking approval for a Subdivision Exemption shall be required to prepare and record with the County Clerk and Recorder a final plat approved by the Planning Director and signed by the County Attorney and Chairperson of the Board of County Commissioners consistent with the submission requirements in Article 4 and Section 5-12 of the Land use Code.
### FIGURE 3-5

#### TWO-STEP REVIEWS: SUBMISSION CONTENTS AND STANDARDS

<table>
<thead>
<tr>
<th>Land Use Activity</th>
<th>Submission Contents</th>
<th>Standards*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial Plat Amendments</td>
<td>4-6</td>
<td>5-15</td>
</tr>
<tr>
<td>Substantial Planned Unit Development (PUD) Amendments</td>
<td>4-6</td>
<td>5-14</td>
</tr>
<tr>
<td>Land Uses Requiring Special Use Permits</td>
<td>4-6</td>
<td>5-10</td>
</tr>
<tr>
<td>Land Use Code Amendments</td>
<td>4-7</td>
<td>5-18</td>
</tr>
<tr>
<td>Rezoning</td>
<td>4-6</td>
<td>5-18</td>
</tr>
<tr>
<td>Conditional Uses on Federal Lands</td>
<td>4-7</td>
<td>5-11</td>
</tr>
<tr>
<td>All Development in Areas of Local and State Interest /C.R.S. 1041 Environmental Hazard Review with the exception of the construction of one Single-Family Dwelling Unit</td>
<td>4-6</td>
<td>5-4</td>
</tr>
<tr>
<td>Public Utility Structures, Above Ground Electricity Transmission and Distribution Lines Longer Than 1,000 Feet and Underground Electricity Transmission and Distribution Lines Carrying More Than 115 Kilovolts</td>
<td>4-701 J</td>
<td>5-709</td>
</tr>
<tr>
<td>Development in Wetland Area other than Access, Utility, House on Previously Approved Parcel</td>
<td>4-2, 5-2203 E.</td>
<td>5-22</td>
</tr>
<tr>
<td>Modification of Ecological Sensitivity Boundaries</td>
<td>5-2502 B.</td>
<td>5-25</td>
</tr>
<tr>
<td>Major Facility Oil and Gas Development</td>
<td>5-2604 B.</td>
<td>5-2604</td>
</tr>
<tr>
<td><strong>Subdivision Exemption for Wright’s Mesa Subdivision Exemption Greater Than 37 Acres or Larger &amp; Less Than 150 Acres</strong></td>
<td>4-6</td>
<td>5-1210</td>
</tr>
</tbody>
</table>

*Other standards may apply.*
SECTION 3-6: TWO-STEP REVIEWS

3-601 General (including Land Use Code Amendments)

The development applications identified in Figure 3-1 and listed in this section are subject to two step review procedures described in this part of the Code (Figure 3-5 serves as a guide to the procedures, submission contents and review standards for two-step reviews):

3-601 A. Substantial Plat Amendments (Refer to Section 3-703 for continuance requirements, Section 4-6 for submission contents and Section 5-15 for review standards).

3-601 B. Substantial Planned Unit Development (PUD) Amendments (Refer to Section 3-703 for continuance requirements, Section 4-6 for submission contents and Section 5-15 for review standards).

3-601 C. Land Uses Requiring Special Use Permits (Refer to Section 4-7 for submission contents and Section 5-10 for review standards).

3-601 D. Land Use Code Amendments (Refer to Section 4-7 for submission contents and Section 5-18 for review standards).

3-601 E. Rezoning (Refer to Section 4-6 for submission contents and Section 5-18 for review standards).

3-601 F. Conditional Uses on Federal Lands (Refer to Section 4-7 for submission contents and Section 5-11 for standards).

3-601 G. All Development in Areas of Local and State Interest/1041 Environmental Hazard Review with the exception of the construction of one single-family dwelling unit (refer to Section 4-6 for submission contents and Section 5-4 for review standards).

3-601 H. Public Utilities Structures, Above Ground Electricity Transmission and Distribution Lines Longer Than 1,000 Feet, and Underground Electricity Transmission and Distribution Lines Carrying More Than 115 Kilovolts (Refer to Sections 4-701 I. and 4-703 for submission contents and Section 5-709 for standards).

3-601 I. Development in Wetland Areas or Wetland Buffer Zone Areas (See Sections 4-2 and 5-2203 E. for submission requirements and Section 5-22 for standards.).

3-601 J. All reviews required pursuant to CRS 30-28-110(1) regarding construction, use or modification of public facilities, including rights-of-way.


3-601 L. Major Oil and Gas Development (Refer to Section 5-26 for submission contents and review standards).

3-601 M. Subdivision Exemption for Wright’s Mesa Subdivision Exemption for parcels greater than 37 acres or larger but less than 150 acres in size.
SECTION 3-7: FIVE-STEP REVIEWS

3-701 General
The development applications identified in Figure 3-1 and listed in this section are subject to five-step review procedures described in this section of the Code (Figure 3-6 serves as a guide to the procedures, submission contents and review standards for five-step reviews:

3-701 A. Subdivisions (Refer to Section 4-3, 4-4 and 4-5 for submission contents and Figure 3-6 for review standards); and

3-701 B. Planned Unit Developments (Refer to Sections 4-3, 4-4, 4-5 and 4-9 for submission contents and Section 5-14 for review standards).

FIGURE 3-6

FIVE-STEP REVIEWS: SUBMISSION CONTENTS AND STANDARDS

<table>
<thead>
<tr>
<th>Land Use Activity</th>
<th>Land Use Code Section</th>
<th>Submission Contents</th>
<th>Standards*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subdivisions</td>
<td>4-3, 4-4 and 4-5</td>
<td>2-1 to 2-33</td>
<td>5-1 to 5-10</td>
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<td></td>
<td></td>
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<tr>
<td>Planned Unit Developments</td>
<td>4-3, 3-4, 4-5 and 4-9</td>
<td>2-1 to 2-33</td>
<td>5-1 to 5-10, 5-14</td>
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</tbody>
</table>

* Other standards may apply.
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SECTION 3-12: IMPROVEMENT AGREEMENTS AND PERFORMANCE GUARANTEES

3-1201 Improvements Agreements
Prior to the issuance of a building permit and the recording of a final plat, an applicant shall submit for approval to the Board of County Commissioners an improvements agreement for construction of any required public improvements designated on the final plat.

3-1202 Performance Guarantee
3-1202 A. Prior to the issuance of any building permit, the Board of County Commissioners may require an applicant to file a financial guarantee in order to insure compliance with any or all requirements of the Board stipulated in the improvements agreement and the final plat.

3-1202 B. The financial guarantee, in the judgment of the Board of County Commissioners, shall be sufficient to make reasonable provision for completion of said improvements in accordance with design and time specifications.

3-1202 C. Ordinarily, a letter of credit to the Board of County Commissioners from a commercial bank, savings and loan institution, insurance company or other qualified lending institution(s) licensed or authorized to do business in the State of Colorado, or a letter from the Federal Housing Administration or Veterans Administration in a form satisfactory to the County Attorney shall be required.

3-1202 D. Nothing in Section 3-1202 C. shall preclude the Board of County Commissioners from approving other forms of financial security.

3-1203 Release of Collateral
3-1203 A. As public improvements are made, an applicant may apply to the County for release of part or all of the collateral deposited with the County.

3-1203 B. Upon inspection and approval, the County shall release collateral, provided that in the event a combination of forms of collateral has been accepted, the County shall release collateral on a priority basis it deems appropriate.

3-1203 C. If the County Engineer determines that any of the required improvements are not constructed in substantial compliance with specifications, it shall furnish the applicant a list of specifications and shall be entitled to withhold collateral sufficient to insure substantial compliance.

3-1203 D. If the County determines that the applicant will not construct any or all of the improvements in accordance with all of the specifications, the County may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.
3-1204 Form of Agreement

The form of the Improvements Agreement shall be as set forth in Section 4-508 B.

All Improvement Agreements shall utilize as a guide the following format, with such provisions as may be approved by the Board of County Commissioners:

THE SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
(Note of the Development)
(Date)

THIS AGREEMENT is entered into this day of , 19 , between SAN MIGUEL COUNTY ("County"), a governmental entity, and ("Developer").

WHEREAS, C.R.S. 30-28-137(1) requires that prior to the recording of a Final Plat, the Board of County Commissioners of San Miguel County ("Board") must enter into a subdivision improvements agreement wherein the Developer agrees to construct those public improvements required by the County and which agreement requires the pledging of collateral that is sufficient, in the judgment of the Board, to make reasonable provision for the completion of the required improvements in accordance with design and time specifications set forth in the agreement; and

WHEREAS, C.R.S. 30-28-101, et seq., especially 30-28-133, requires that a condition of Board approval of any preliminary or final plat is the Developer's compliance with County subdivision regulations, including making all payments, dedications and exactions provided therein; and

WHEREAS, the San Miguel County Land Use Code and State statutes require the execution of an Subdivision Improvements Agreement ("Agreement") between the Developer and the County whereby the Developer shall agree to construct certain improvements, the completion of which are guaranteed to the County, prior to filing the Final Plat; and

WHEREAS, the County seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Development and thereby limit the harmful effects of substandard development and subdivision; and

WHEREAS, the purpose of this Subdivision Improvements Agreement ("Agreement") is to protect the County from incurring the cost of completing the improvements under this Subdivision Improvements Agreement and not to benefit those providing work, services or material or the lot or home buyers in the Development; and the purpose of this Agreement is further to guarantee performance of Developer's other obligation.
NOW, THEREFORE, in consideration of the mutual promises contained herein, IT IS AGREED AS FOLLOWS:

1. Construction of Improvements. The Developer agrees to construct or to enter into a contract with such person, firm or corporation as is chosen by the Developer to construct the required improvements, including water distribution system (for commercial, municipal and domestic uses; and for landscaping and fire protection), sanitary sewers, storm drainage, roads, bridges and associated improvements, fire protection system, street monuments, electrical system, public trails and landscaping (hereinafter referred to as "Improvements"); more specifically described in Exhibit A that is attached hereto and incorporated herein by this reference. The required Improvements shall be constructed in accordance with the Plans and Specifications submitted by the Developer and in accordance with all applicable legal standards. The Developer's obligation to complete the Improvements will arise upon final plat approval by the County and will be independent of any obligations of the County contained herein and will not be conditioned upon the commencement of construction in the Development or sale of any lots or Improvements within the Development. Developer shall obtain all applicable federal, state, county, and municipal approvals and permits required for construction of the Improvements, including, but not limited to, domestic water system(s), sewer and/or septic system(s), and road(s).

In addition, the Developer will ensure that telephone service will be available within the immediately adjacent easements and/or rights-of-way of each platted lot in the Development prior to or at the time the certificate of occupancy or satisfactory final building inspection is issued by the County for the respective lot. No security will be required to ensure the availability of telephone service.

2. Regulations and Specifications. The required Improvements shall be designed and constructed in accordance with the County's regulations and specifications in effect as to the date of this Agreement, other applicable state or federal regulations, if any, the Final Plat of the Development, and the Plans and Specifications retained by the County Engineer and the County Planning Department, all of which are hereby incorporated herein by reference and made a part of this Agreement. All Plans and Specifications shall have been submitted to and reviewed for exceptions by the County Engineer and the County Planning Director prior to submission of the Final Plat for approval or execution. No changes, additions, and/or deletions to the Improvements, from the approved Plans and Specifications, shall become effective until and unless approved by the County Engineer and the County Planning Director.

3. Completion Date. The required Improvements shall be completed no later than (insert mutually agreed upon completion date), unless the County, in its sole discretion, grants in writing an extension of this completion date to the Developer. A written extension agreement shall be signed by the Chairman of the Board and the Developer. No less sixty (60) days prior to the above scheduled completion date, or any extension thereof, the Developer shall notify the County Planning Director in writing of the upcoming completion deadline and include a progress report which shall include a statement of whether the Developer expects to complete the required Improvements by the completion date. The Developer's failure to provide this notice shall be grounds for the County to withdraw from the commitment guarantee in accordance with this Agreement (See e.g. par. 11, 16, 23, etc.).
4. Estimated Cost. The Developer’s engineer of record for the Development shall be responsible for the preparation of the construction estimate for the required Improvements. Prior to execution of this Agreement and the Developer’s submittal of the Commitment Guarantee, the County Engineer shall review the estimate, which review shall include, but not be limited to, determining that the estimate includes all required Improvements, and that the amount of the financial guarantee is consistent with the Engineer’s estimate. Should the County Engineer find and determine that the engineer’s estimate is inaccurate, or otherwise require revision, the Developer’s engineer shall revise his estimate in accordance with the County Engineer’s findings. The Developer’s Commitment Guarantee shall be consistent with such revised construction estimate. The cost of constructing the Improvements is estimated to be $\_\_\_\_\_\_\_. This cost estimate is based upon the assumption that the work will be performed by an independent contractor, was prepared by and bears the seal of an engineer licensed to practice in the State of Colorado, which shall be attached hereto as Exhibit “B.”

This estimated construction cost includes the estimated present construction cost, and an additional amount equal to twenty percent of the estimated construction costs, which shall be retained for the duration of the warranty period following substantial completion of the improvements, plus an estimated inflation factor determined by the County and calculated to the completion date. If change orders are required during the course of construction that increase the cost by more than five percent (5%) of the estimated cost of any subsequently agreed amount that may result from increased costs of material or labor, the amount of the commitment guarantee shall be adjusted accordingly. The Developer shall notify the County in writing of any such change and supply the County with the adjusted commitment guarantee.

5. Commitment Guarantee. Developer’s performance under this Agreement is guaranteed by (insert description of financial guarantee provided: escrow deposits, irrevocable letters of credit, Deeds of trust, or other conveyances of real property are unacceptable as security). The commitment guarantee will be retained by the County until released or used as provided in this Agreement. Should the Improvements not be completed at least thirty (30) days prior to the expiration of any commitment guarantee, the Developer agrees to the extension of said guarantee and designates the County his agent to request said extension. The Developer shall pay all costs of guarantee extension, and it is mutually understood and agreed that the County will pay no interest to the Developer on the commitment guarantee. If the County determines guarantee is insufficient to warrant construction of Improvements, the County shall notify the Developer who shall produce such additional security as the County determines necessary.

6. Transfer of Title. If the County is to have any ownership interest or maintenance responsibility in the Improvements, before commencing the construction of any of the required Improvements, the Developer shall acquire, at its own expense, good and sufficient title to all lands and facilities traversed by any required Improvements. In addition, if County is to have ownership in dedications of parks, trails, right-of-ways, covenants, etc., for this Development, Developer shall acquire at its own expense good and sufficient title to all such property. All such property, lands and facilities so required shall be conveyed to the County and all necessary documents of conveyance shall be furnished to the County prior to and for recording with the Final Plat.

San Miguel County Land Use Code
7. Release of Liability—Insurance. The Developer shall indemnify and save harmless the County from any and all suits, actions or claims of every nature and description occurring during the period of construction of the required Improvements and for one year thereafter, and caused by, arising from, or on account of the construction process or any other Developer obligations hereunder, and pay any and all judgments rendered against the County on account of any such suit, action or claim, together with all reasonable expenses and attorney’s fees incurred by the County in prosecuting or defending such suit, action or claim.

8. Insurance. The Developer shall ensure that all contractors and other employees engaged in the construction of the required Improvements will maintain workmen’s compensation insurance. Before proceeding with any construction of the required Improvements, the Developer shall provide the County with written evidence of Public Liability Insurance with limits not less than Five Hundred Thousand Dollars ($500,000.00) for bodily injury, One Hundred Thousand Dollars ($100,000.00) for property damage in coverage forms approved by the County Attorney and protecting the County against any and all claims for damages to persons or property resulting from or installation of any required Improvements on public property. The policy will provide that the County shall be notified at least thirty (30) days in advance of any reduction in coverage, termination or cancellation of the policies. Such notice shall be sent certified mail. The Developer also warrants that any contractors engaged by or for the Developer to construct the required Improvements shall maintain Public Liability Insurance coverage in limits not less than those mentioned above.

9. Warranty. The Developer hereby warrants that all required Improvements will be installed in a good and workmanlike manner and in accordance with the provisions of Sections 1 and 2 hereof.

10. Release of Commitment Guarantee. From time to time, as required Improvements are substantially completed, the Developer may apply in writing to the County Planning Director and to the County Engineer for a partial release of the commitment guarantee. The application must show:

   a. Dollar amount of commitment guarantee;
   b. Work completed, including dollar value;
   c. Work not completed, including dollar value;
   d. Amount of previous releases; and
   e. Amount of commitment guarantee requested released.
   f. Release or waivers of mechanics liens of all persons who have furnished work, services or materials.
   g. Certification by the Developer’s engineer that all of the work included in the application is substantially complete, and complies with all applicable plans and specifications.

Upon receipt of the application, the County or its agent shall inspect the Improvements both completed and those uncompleted. If the County determines from the inspection that the Improvements shown on the application as being substantially completed have been completed as provided herein, a portion of the commitment guarantee shall be released. The release shall be
made in writing signed by the County Engineer and approved by the County Planning Director. The amount to be released shall be the total amount of the commitment guarantee less (i) twenty percent (20%) of the original amount of the commitment guarantee and (ii) one hundred percent (100%) of the projected costs of the Improvements not completed. Notwithstanding the foregoing provisions, the Developer shall not apply for a partial release of the commitment guarantee in the amount less than twenty percent (20%) of the total original amount, except for the last such release. The Improvements shall be considered to be "substantially complete" when all of the required Improvements, or a designated portion thereof, are sufficiently complete, in accordance with the approved plans and specifications, that they can be used for their intended purpose.

11. Failure to Comply with Specifications -- Agreement Cancellation. If the County determines that the required Improvements have not been constructed in accordance with the Plans and Specifications provided to and reviewed by the County Engineer pursuant to paragraph 2 above, the County shall notify the Developer of noncompliance setting forth in writing the reasons for noncompliance. Such written notification shall set forth a reasonable schedule for correction of the improvements in noncompliance. Should the County determine at any time that the guarantee on deposit is insufficient to complete construction of said Improvements, the County may require the Developer to deposit additional funds which the County deems necessary to complete the Improvements. Should the Developer fail or refuse to comply with the County’s directive to increase the Commitment Guarantee within the time period specified, the County may declare the Developer to be in default of its obligations. If the County determines that the Developer can not and/or will not construct any or all of the Improvements in accordance with this Agreement, the County may, upon written notification to the Developer and the commitment guarantor, and without the necessity of public hearing, withdraw from the commitment guarantee such funds as may be necessary, in the opinion of the County, to construct or complete said Improvements in accordance with the agreed specifications.

12. Completion Procedures and Inspections. Upon substantial completion of all of the Improvements, the Developer’s designated project engineer shall prepare and deliver to the County Planning Director and the County Engineer in writing a proposed Certificate of Substantial Completion for all of the required Improvements constructed and in place, certifying that such Improvements have been constructed in substantial compliance with the approved plans and specifications, and requesting the County Engineer’s inspection of all of the substantially completed Improvements. The Engineer’s Certificate of Substantial Completion for all of the required Improvements, upon review and approval by the County Engineer of the required Improvements, shall establish the date of Substantial Completion for warranty purposes. The County Engineer or his agent, within thirty days of receipt of the engineer’s Certificate of Substantial Completion for all of the required Improvements, shall inspect said Improvements and shall notify the Developer in writing of nonacceptance or approval of the substantially completed Improvements. However, no County Engineer substantial completion inspection shall occur during the months of November through May. If the Improvements are not accepted, the reasons for non-acceptance shall be stated in writing and corrective measures shall be developed by the County with the assistance of the Developer and at the Developer’s sole expense. Should the developer fail or refuse to implement the corrective measures required by the County within the specified cure period, the County at its discretion, may declare the Developer to be in default of
its obligations, and following written notice to the Developer, the County may, but shall not be obligated to, draw upon the Commitment Guarantee.

Upon issuance by the Developer’s designated project engineer of a Certificate of Substantial Completion of all of the required Improvements, and the approval of the Certificate by the County Engineer, the amount of security in the Commitment Guarantee may be reduced in accordance with the provisions of paragraph 10 above to twenty percent (20%) of the project engineer’s estimated cost for said Improvements. Said twenty percent (20%) retention shall be for the purpose of insuring the correction of the Improvements due to deficiencies in workmanship and/or material during the warranty period by the Developer. As-built engineering drawings shall be submitted for all utility installments and roads upon completion of all required utility and road improvements and prior to request for, or issuance of, certificates of occupancy. Nothing herein shall be construed to require the County to make inspections during periods when climatic conditions make thorough inspections unfeasible.

13. Final Inspection, Warranty Period, and Maintenance for Improvements. The warranty period for required Improvements shall run for one year from certification of substantial completion for all of the required Improvements, as approved by the County Engineer. Final Inspection of the required improvements by the County Engineer shall be performed within thirty days after expiration of the warranty period and shall only occur in the months of June through October. However, the Developer’s warranty obligations shall not expire until the County Engineer’s approval of all required improvements following Final Inspection. During the warranty period, the Developer shall, at its own expense, make all needed repairs or replacements due to defective materials or workmanship, including Improvements not constructed in substantial compliance with the approved plans and specifications for the Development, and shall be responsible for all maintenance of said Improvements. Developer’s warranty obligations shall remain in full force and effect until the defects and deficiencies in the required Improvements specified in the County Engineer’s Final Inspection report have been corrected to the County’s satisfaction. It is specifically understood that the Developer will be responsible for road maintenance or care, including snow removal or street cleaning, unless and until the road maintenance or care is finally accepted and that the Developer is responsible for maintenance of all Improvements as provided herein. In the event of default of any of these obligations by the Developer, the County, with prior written notice to the Developer, may do the same at the sole expense of the Developer and withdraw from the commitment guarantee to pay for such expenses.

Landscaping shall be inspected only during the month of July and at least three (3) months after preliminary approval. The County shall notify the Developer in writing of non-approval or of final approval. If the Improvements are not approved, the reasons for the County Engineer’s non-approval shall be stated in writing and corrective measures shall be developed and implemented by the Developer within the cure period specified in the Notice of Non-approval, with the assistance of the Developer and at Developer’s sole expense. Should the Developer fail or refuse to implement the specified corrective measures within the cure period specified in the County’s notice of non-approval the County may declare the Developer to be in default of its obligations and upon prior written notice to the Developer proceed to draw upon the Commitment Guarantee to the extent required to complete the Improvements.
If the Improvements, following the County Engineer’s final inspection, are found to be in compliance with plans and specifications, the County, following a Resolution of Approval of Improvements by the County Commissioners, shall release the remaining retained balance of the commitment guarantee for such approved Improvements.

All improvements intended or designated for common use within the development and not dedicated to and accepted by the County, shall be maintained in perpetuity by the Developer or an association of homeowners in the development. Until a homeowners association has been formed, and is legally bound to provide perpetual maintenance of the Improvements, as determined by the County, the Developer is obligated to maintain the Improvements in the Development.

14. Recording Agreement. After receiving Final Plat approval, the Developer shall record this Agreement with the Clerk and Recorder of San Miguel County, Colorado, and with the Final Plat of the above-referenced development. However, both this Agreement and the Final Plat shall be submitted to the County Planning Director for final review immediately prior to recording.

15. Events of Default. The following conditions, occurrences or actions will constitute a default by the Developer during the completion period:

   a. Developer’s failure to complete construction of the improvements within the time period specified.
   b. Developer’s failure to complete construction of the Improvements within two years of final plat approval.
   c. Developer’s failure to cure the defective construction of any improvement within the applicable cure period.
   d. Developer’s insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer.
   e. Foreclosure of any lien against the development or a portion of the development or assignment or conveyance of the development in lieu of foreclosure.
   f. Developer’s failure to comply with any other material provision of this Agreement or with any federal, state or county law or regulation effecting the property, including the County Land Use Code.

16. County’s Rights Upon Default. In the event of default by the Developer occurs, the County may draw on the commitment guarantee. The County will have the right, but no obligation, to complete Improvements itself or contract with a third party for completion, and the Developer hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Development for the purposes of constructing, maintaining, and repairing such Improvements. Alternatively, the County may assign all, or any part of, the proceeds of the commitment guarantee to the Developer’s successor(s) in interest, such as the Homeowner’s Association, if any, individual lot purchasers, or a subsequent developer, including a lender, who has acquired the Development, or a portion, by purchase, foreclosure or otherwise who will then have the same rights of completion as the County. If and only if, the Homeowner’s Association, individual lot purchasers, or a subsequent developer (including a lender) agrees in writing to complete the unfinished Improvements. In addition, the County may also suspend Final Plat approval during which time the Developer will have no right to sell,
transfer, or otherwise convey lots or homes within the Development without the express written approval of the County or until the Improvements are completed and accepted by the County.

17. Enforcement. If the County determines that there is or has been a violation of any applicable federal or state laws or regulations, County regulations, Planning Commission requirements, and/or the terms and provisions of this Agreement by the Developer or his agents, including any independent contractor(s) hired by the Developer, the County Planning Director may issue a cease and desist order. Thereafter, the Developer acknowledges irreparable harm and injury to the County for purposes of an application by it to the Courts for a restraining order hereunder. Should the County deem the collateral on deposit insufficient to guarantee completion of the required Improvements, the County may require the Developer or successors to post additional collateral to guarantee completion of Improvements. The County has the right to pursue any remedy provided by this Agreement or by law and, if the County obtains any such remedy, attorney’s fees and costs. As an alternative to the remedies provided by this paragraph and paragraph 11, the County has the right to withdraw its approval of the Development.

18. Miscellaneous. This Agreement runs with the land and is binding on and inures to the benefit of the heirs, representatives, transferee, successors and assignees of the parties. The paragraph headings are descriptive only and neither amplify nor limit the substantive material. The failure to enforce or the waiver of any specific requirements of this Agreement by either party shall not be construed as a general waiver of this Agreement of any provision herein, nor shall such action act to stop either party from subsequently enforcing this Agreement according to the terms hereof. This Agreement shall be subject to and deemed to incorporate all present and future ordinances and regulations of the County applicable thereto. Should any section, paragraph, clause or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, said decisions shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared to be invalid, and the parties hereby affirm that they would have entered into this Agreement and each of its provisions independently of each of its other provisions. The Developer is not an agent or employee of the County. This Agreement constitutes the entire integrated understanding of the parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the parties.

19. Disclosure to and Consent of Mortgagee and Lender. The Developer hereby represents that he has disclosed the terms of this Agreement to any mortgagees of the Development involved and to all lenders who have provided financing to the Developer for the construction of this project and that said mortgagees and lenders consent to this Agreement as evidenced by their authorized signatures below.

<table>
<thead>
<tr>
<th>Name &amp; Address</th>
<th>Mortgagee/Lender</th>
<th>Signature of Authorized Officer</th>
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</table>
Execution of this Agreement by a lender or holder(s) of Deed(s) of Trust signifies their consent to this Agreement but does not obligate them to perform any of the terms of this Agreement unless they or one of them takes title to all or a portion of the subject Development.

20. Notice. All notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified and postage pre-paid, and addressed to the party at the following address:

San Miguel County Board of County Commissioners
P. O. Box 1170
Telluride, CO 81435

with copies to:

San Miguel County Attorney
P.O. Box 791
Telluride, CO 81435

The address to which any notice, demand or writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

21. Subsequent Plats. Approval of subsequent Final Plats by the Board will be based, in part, upon the extent to which the terms and conditions of this Agreement have been met by the Developer. Approval may be withheld if substantial compliance is not had with the terms hereof and the submissions required herein.

22. Cumulative Remedies. The Developer acknowledges that the Board reserves the right to sue for specific performance and to seek other remedies allowed at law or in equity if Developer does not strictly comply with all the provisions of this Agreement and any plans, specifications or other approvals granted as a result of this Agreement or in any subsequent agreement entered into by the parties.

23. County - No Duty. If the Improvements are not installed or are not properly installed pursuant to this Agreement, then the County shall have the right, but not the duty or obligation to either the Developer or any third-party, to complete the construction of the Improvements. The parties acknowledge and agree that if the County, in its sole discretion, chooses to attempt to complete the Improvements, then:
23.1 Use of Collateral Proceeds. The Board of County Commissioners shall use all liquid collateral and all net proceeds from the sale of any collateral pledged pursuant to this Agreement for the purpose of completing the Improvements and for no other purpose; and

23.2 No Obligation. The Board shall have no obligation to utilize any other funds or assets of the County to pay for the completion of any Improvements; the parties acknowledge that the County has no duty or obligation of any nature, to either the Developer or any third-party, to complete or repair any or all of the Improvements.

24. Financial Disclosure. Subject to the provisions of paragraphs 24.1, 24.2 and 24.3, from time to time upon the written request of the Board, the Developer shall allow the County to review its then most recent audited financial statements:

24.1 Confidentiality. All financial information provided by the Developer to the County shall be done in absolute and strict confidence. Under no circumstance shall any of the financial information provided by Developer be disclosed in any manner to any person other than a member of the Board, the San Miguel County Attorney, San Miguel County Planner, and one certified public accountant employed by the County to assist it in its review of the financial statements.

24.2 Return of Material. After the completion of the review of the financial information, all statements, reports, copies, notes and paperwork of any kind that were prepared for or in conjunction with the financial review shall be returned to Developer. Neither the County nor any officer, agent or employee of the County shall retain any personal notes, information or paperwork of any nature in regard to the financial disclosure.

24.3 Annual Limit. The County may only request to review an audited financial statement once during each calendar year. The parties acknowledge that often times delays occur in the preparation of audited financial statements and; therefore, subject to the limitation set forth in the following sentence, if the audited financial statements have been completed, then the Developer shall provide them to the County within five (5) days of the County’s request. Nothing to the contrary withstanding, the Developer shall have no obligation to have the audited financial statements completed before the November 1st following the end of the applicable fiscal year.

24.4 Executive Sessions. The financial information disclosed to the County pursuant to this paragraph shall only be discussed in executive sessions properly called in conjunction with the regular meetings of the Board.

24.5 Solvency Representation. The Developer represents to the County that at the time of execution of the Agreement that it is solvent.

25. Vested Rights. The County does not warrant by this Agreement that the Developer is entitled to any other approvals required by the County, if any, before the Developer is entitled to commence development or to transfer ownership of property in the Development. Developers vested rights for this Development, if any, are determined by the vested rights sections of the County Land Use Code (Section 3-14) and by CRS 24-68-101, et seq.
26. Third Party Rights. No person or entity that is not a party to this Agreement will have any right of action under this Agreement. Provided, however, that any purchaser of land subject to a plat restriction which is the security portion of this Agreement or the purchaser of land within the Development may bring an action to enforce this Agreement and the conditions of the Development permit as provided in the Land Use Code and State statutes. It is the intent of the parties that no third party beneficiary rights shall be created by this Agreement, except pursuant to section 30-28-137(3), C.R.S.

27. Benefits. The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition of the right of the County to assign its rights under this Agreement. The County will release the original Developer's guarantees if it accepts new security from any developer or lender who obtains the Development. However, no act of the County will constitute a release of the original Developer from his liability under this Agreement.

28. Governmental Immunity. Nothing contained in this Agreement constitutes a waiver of the County's immunity under applicable state law.

29. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to this Agreement or guarantees will be deemed to be proper only if such action is commenced in District Court for San Miguel County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

30. Amendments. If the County determines that certain provisions of this Agreement fail to achieve the goal of limiting the County's liabilities and/or obligations under this Agreement, the County may modify the Agreement without the consent of the Developer.


(DEVLOPER)

ATTEST:

By:_________________________  (Authorized Signatory)

By:_________________________
Acknowledged, subscribed and sworn to before me this ____ day of ______________, _____, by [Developer].

Witness my hand and official seal: __________________________
My commission expires:______________ Notary Public

SAN MIGUEL COUNTY COMMISSIONERS

ATTEST: By: __________________________
By: __________________________
— Chair
— Deputy Clerk

STATE OF COLORADO ______) ss.
COUNTY OF SAN MIGUEL ______)

Acknowledged, subscribed and sworn to before me this ____ day of ______________, _____, by [Chair] as Chair of the Board of Commissioners for San Miguel County and by __________ the Deputy Clerk of San Miguel County.

Witness my hand and official seal: __________________________
My commission expires:______________ Notary Public
SAN MIGUEL COUNTY LAND USE CODE

ARTICLE 4

SUBMISSION REQUIREMENTS

SECTION 4-1: GENERAL

This Article establishes the submission contents for land development applications. Figure 4-1 serves as a guide to this Article of the Code by providing the essential information listed below:

4-101 Listing of Development Applications

A listing of development applications or groups of development applications which require similar submission contents; and

4-102 Code Section References

References to Code sections containing applicable submission contents, procedures and review standards.

SECTION 4-2: MINIMUM SUBMISSION CONTENTS FOR ALL LAND USE APPLICATIONS

4-201 General

All applications for land use approvals shall include, at a minimum, the information and materials specified in this section of the Code. During the pre-application conference the Planning Office staff may authorize modifications to the required submission contents.

4-202 Required Background Information

A letter signed by the property owner containing the property owner's name, the applicant's name, address and telephone number, and if applicable, the name, address and telephone number of the representative authorized to act on behalf of the property owner.
FIGURE 4-1

LAND USE APPLICATIONS: REVIEW PROCEDURES AND STANDARDS

<table>
<thead>
<tr>
<th>Land Use Activity</th>
<th>LAND USE CODE SECTION Procedure</th>
<th>Standards*</th>
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</thead>
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<td>5-1 to 5-10, 5-14</td>
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**GROUP I (LUC Section 4-6)**

**Major Development Applications**

- Acceptance of Subdivision Roads            | 3-5                             | 5-504 B.   |
- Amendments to a Final Plat                 | 3-5 or 3-6                      | 5-15       |
- Planned Unit Development (PUD) Amendments  | 3-5 or 3-6                      | 5-15       |

Subdivision Exemptions for:

- **Correction of Survey Errors**           | 3-5                             | 5-1202     |
- Lot Line Adjustment                        | 3-5                             | 5-1203     |
- **Subdivision of Parcels for Essential Community Facilities** | 3-5                             | 5-1204     |
- Reversion to Acreage Plats                | 3-5                             | 5-1205     |
- Agricultural **Lands** Lot Split           | 3-5                             | 5-1206     |
- Open Lands Protection                      | 3-5                             | 5-1207     |
- **Fully Developed Residential Property**   | 3-5                             | 5-1208     |
- Single-Lot Split in an Existing Subdivision | 3-5                             | 5-1209     |
- Wright’s Mesa **Subdivision Exemption**    | 3-5                             | 5-1210     |
- West End                                   | 3-5                             | 5-1211     |
- Wright's Mesa Open Land Protection         | 3-5                             | 5-1212     |
- Wright's Mesa Essential Community Facilities & Parks | 3-5                             | 5-1213     |
- **Vacation of Lot Lines**                  | 3-5                             | 5-1214     |
- Rezoning                                   | 3-6                             | 5-1803     |

All Types of Development in Areas of State and local Interest/ C.R.S. 1041 Environmental Hazard Review | 3-4 | 5-4 |

* Other standards may apply.
<table>
<thead>
<tr>
<th>Land Use Activity</th>
<th>LAND USE CODE SECTION</th>
<th>Procedure</th>
<th>Standards*</th>
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<tr>
<td>Minor Amendments to Special Uses Subject to One-step Board of County Commissioners or Planning Commission Review</td>
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<tr>
<td>Land Use Requiring Special Use Permits</td>
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<td>5-10, 5-319 K., 5-320 K.</td>
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<td></td>
<td>3-4, 3-6</td>
<td>5-26</td>
</tr>
</tbody>
</table>

* Other standards may apply.
4-203 Parcel Description

The street address and current legal description of the parcel on which the development is proposed to occur and an 8-1/2" x 11" vicinity map locating the subject property within San Miguel County.

4-204 Disclosure and Proof of Ownership

A disclosure of ownership of the parcel on which the development is proposed to occur, consisting of a current certificate from a title insurance company or attorney licensed to practice law in the State of Colorado, listing the names of all owners of the property and all holders of subsurface mineral interests of record listed in the real estate records of the San Miguel County Clerk and Recorder, mortgages, judgments, liens, easements, contracts and agreements affecting use and development of the parcel and proof of the owner's right to use the land for the purposes identified in the development application. This shall normally require proof of complete ownership or written consent from all owners. The staff may also request the applicant to supply information regarding the subject property and contiguous property sufficient to indicate that the subject lot was legally created.

4-205 Legal Access

Sufficient information to demonstrate that the applicant has adequate legal access to the parcel for the development proposal.

4-206 Standards Report

A written report demonstrating that the proposed development complies with the applicable substantive review standards.

4-207 Pre-Application Conference Summary Sheet

A copy of the pre-application conference summary sheet provided to the applicant at the pre-application conference.

4-208 Site Plan

The number of copies of 24" x 36" and 8-1/2" x 11" site utilization maps as specified by the staff during the pre-application conference. A site utilization map shall be submitted. Where applicable, a preliminary or final plat shall also be submitted. During the pre-application conference, the Planning Office may authorize an applicant to consolidate or delete specific maps that may not be applicable to a particular development proposal. Site maps shall include identification of Areas of Local and State Interest as set forth in Section 5-4 and Wetland Areas as set forth in Section 5-22, for all areas where development activity is proposed.

4-209 Copies of Application

During the pre-application conference the staff shall specify the number of copies of the
application to be submitted, including the number of copies of 24” by 36” maps or plats, if applicable. The Planning Office may authorize the submission of application materials, including maps and plats, in electronic format in lieu of paper copies.

4-210 Revegetation Plan

A plan for revegetation of all surfaces disturbed in conjunction with Development that employs predominantly native species, includes replacement of topsoil and specifies a maintenance schedule and techniques, as approved by the County Environmental Health Department.

4-211 Weed Control Plan

A plan for control of noxious weeds, as listed in the San Miguel County Weed Identification List, for all surfaces disturbed in conjunction with Development, as approved by County staff. Disturbed surfaces over one (1) cumulative acre in size will require bonding for revegetation and weed control.

4-212 Employee Housing Mitigation Plan

A plan that complies with Section 5-13 of this Code to provide appropriate employee housing mitigation for the proposed development in the R-1 School District, if applicable.

SECTION 4-3 : SKETCH PLAN SUBDIVISION AND PLANNED UNIT DEVELOPMENT REVIEWS

4-301 General

A land development application for sketch plan subdivision review shall include:

4-301 A. The minimum submission contents for all land development applications listed in Section 4-2;

4-301 B. The maps identified in Section 4-302;

4-301 C. The written responses to the standards identified in Section 4-303 of the Code.

Refer to Section 3-7 for the five-step review procedure for subdivision applications.

4-302 Maps

This section lists the maps to be prepared and submitted by an applicant with sketch plan subdivision applications.

4-302 A. Location, Ownership, Zone Districts
A map showing:

I. Location of the proposed subdivision;

II. All adjacent lands in common ownership or lands under option to the applicant;

III. Commonly known landmarks; and

IV. Zone district in which the proposed subdivision and adjacent properties are located.

4-302 B. Lot and Street Layout

A map showing:

I. Legal Access to the property from a public road;

II. Conceptual lot and street layout;

III. Approximate layout of individual lots and access to the lots;

IV. All off-street parking spaces; and

V. School bus stops.

4-302 C. Natural Features

A map(s) showing:

I. Topography of the site;

II. Streams and lakes;

III. Natural drainage basins;

IV. Vegetation types;

V. Areas of State and Local Interest (1041 environmental hazards); and

VI. Soil types.

4-302 D. Existing Man-made features

A map including, but not limited to, the following existing features:
I. Buildings;

II. Irrigation ditches;

III. Utility lines;

IV. Bridges and culverts;

V. Drainage and sedimentation systems; and

VI. Mines and/or mine dumps.

4-302 E. Land Use Map

A map showing applicable proposed land use divisions, including:

I. Residential land uses;

II. Agricultural and wildlife areas;

III. Commercial and industrial land uses;

IV. Community facilities;

V. Open space, including public use or common areas;

VI. Trails, parks or access points to public lands to be dedicated to the public;

VII. Site data tabulation including listing of:

   a. Total number and size of free market and restricted affordable housing units lots;

   b. Total square feet of non-residential space;

   c. Acreage of land in the proposed subdivision;

   d. Number of bedrooms per dwelling unit;

   e. Ground coverage of the proposed structures and improvements including parking areas, streets, and sidewalks; and

   f. Acreage of agricultural land and open space to be preserved.

4-302 F. Utility Systems
A map showing the proposed type and layout of the water supply and sewage treatment systems, electrical service, gas lines, and any other utilities or service infrastructure.

4-302 G. Drainage Plan

A map showing the proposed drainage plan.

4-302 H. Landscape Plan

A map depicting the proposed landscaping plan.

4-303 Standards Report

An applicant shall submit a written report demonstrating that the proposed development complies with the standards set forth in Figure 4-1.

4-304 Environmental Report

An applicant shall submit a written report addressing potential impacts on the environmental features listed in this section.

4-304 A. Streams, lakes, topography, wetlands, wildlife habitats (refer to Section 5-407 A.) and vegetation;

4-304 B. Geologic characteristics of the area, along with a determination of the impact of such characteristics on the proposed subdivision;

4-304 C. Potential radiation hazard; and

4-304 D. Suitability of types of soil in the proposed subdivision, in accordance with the national cooperative soil survey.

SECTION 4-4: PRELIMINARY SUBDIVISION AND PLANNED UNIT DEVELOPMENT REVIEWS

4-401 General

A land development application for preliminary subdivision review shall include the minimum submission contents for all land development applications listed in Section 4-2 in addition to the other submission contents specified in this part of the Code. Refer to Section 3-7 for the procedure for a preliminary subdivision review.

4-402 Maps
This section lists the maps to be prepared by a qualified cartographer and submitted with a preliminary subdivision application.

4-402 A. Approved Sketch Plan Subdivision Maps

Copies of the maps identified in Sections 4-302 A. B. E. and F. as were approved by the Board of County Commissioners during sketch plan subdivision review.

4-402 B. Location, Ownership, Zone Districts

A map showing the information specified in Section 4-302 A.

4-402 C. Lot, Street Layout and Grading

I. Title

The tract name different from any other subdivision name in the County, date, north point, scale and sufficient boundaries to define the proposed tract.

II. Names and Addresses

Name, address, and telephone number of record owner, subdivider, engineer and/or surveyor.

III. Adjacent Streets

Location, names, present width and grades of adjacent, or abutting roads, streets, highways and ways.

IV. Streets

The location, names, widths and approximate grades of all roads, streets, highways, and ways and rights-of-way in the proposed subdivision, designated as public or private or to be offered for dedication.

V. Preliminary Conceptual Grading Plans

The existing and proposed grades, the extent of cut and fill, and the slope angles of all banks. Preliminary grading plans may be based on a photogrammetric survey to a scale not less than one inch equals one hundred feet (1" = 100'). Contour lines of existing grades shall have the following maximum intervals:

a. Ten-foot (10') contour interval for ground slope over fifteen (15) percent.
b. Five-foot (5’) contour interval for ground slope below fifteen (15) percent.

VI. Inundated Areas and Floodplains

a. Approximate location of all areas subject to inundation or combined storm water overflow, and the location, width, and direction of flow of all watercourses.

b. A map, with computation addenda, showing the lateral limits of a one hundred year flood flow, and, if such flood plain shall be altered by the development, proposed drainage and/or flood control measures.

VII. Easements

The location and width of all apparent easements and existing recorded easements, and the approximate width and location of all proposed easements for drainage, water, sewage, and public utilities, ingress/egress, and other purposes. The reception numbers for all recorded easements shall be noted on the sketch plan or plat.

VIII. Lots

The approximate area and dimension of all lots, and radii of all curves.

IX. Structures

The location of all existing structures with indications of whether they are to remain on the property or to be removed. Dimensions of structures and setbacks to existing and proposed property lines shall be shown to demonstrate compliance with development standards.

X. Cross Sections

Typical cross sections and proposed grades of all streets, highways, and alleys, and details of curbs, gutters, sidewalks and other improvements shall accompany the preliminary plan and shall be of such scale as to show clearly all details thereof. In lieu of such cross sections, references may be made to the table of standards contained in this article.

4-402 D. Preliminary Landscaping Plan

The preliminary landscaping plan shall show the information in this section:

I. All existing trees spaced more than thirty (30) feet apart by common name
and spread. Trees to be removed shall be indicated.

II. In densely wooded areas or in tree clusters, only outlines need be shown. However, individual, outstanding trees within the clusters must be shown if they are to be removed.

III. A conceptual plan for proposed trees and other plant material.

IV. Any other recognizable feature of importance to the subdivision design such as rock outcroppings.

4-403 Standards Report

An applicant shall submit a written report demonstrating compliance with any condition of the Board of County Commissioner's sketch plan subdivision approval and resolution of any technical problems.

4-404 Environmental Report

An applicant shall submit a written report addressing the potential impacts on the environmental features listed in this section.

4-404 A. Streams, lakes, wetlands, wildlife habitat, topography, and vegetation;

4-404 B. Geologic characteristics of the area, along with and a determination of the impact of such characteristics on the proposed subdivision;

4-404 C. Potential radiation hazard;

4-404 D. Suitability of types of soil in the proposed subdivision, in accordance with the national cooperative soil survey.

4-405 Preliminary Drainage Plan

The drainage plan shall show drainage and/or flood control measures. Applicant shall submit maps and plans for facilities to prevent storm waters caused by the proposed subdivision and in excess of historic runoff from entering, damaging, or being carried by conduits, water supply ditches and appurtenant structures, and other storm drainage facilities.

4-406 Water Supply Plan

An applicant shall submit detailed information on the proposed water supply indicating whether the provisions of Section 5-605 can be complied with. Such information shall demonstrate a water supply that is sufficient in terms of quality, quantity and dependability to insure an adequate supply of water for the type of subdivision proposed. The application shall include, but not be limited to evidence of: ownership of right to use, historic use and estimated yield of claimed water rights,
amenability of existing rights to a change in use if needed, water amount, and feasibility thereof, and evidence of potability of the proposed supply. The submitted information listed in this section shall be submitted. shall include the following:

4-406 A. Estimated total number of gallons per day of sewage to be treated where a central sewage treatment facility is proposed, or sewage disposal means and suitability where no central sewage treatment facility is proposed;

4-406 BA. Total number of proposed dwellings;

4-406 EB. Total number of square feet of proposed non-residential floor space;

4-406 D. Total number of proposed off-street parking spaces, excluding those associated with single-family residential development;

4-406 EC. Estimated total number of gallons per day of water system requirements where a distribution system is proposed;

4-406 D. Evidence that public or private water providers or owners can and will supply water to the proposed subdivision, stating the amount of water available for use within the subdivision and feasibility of extending service to that area; and

4-406 FE. Estimated construction cost and proposed method of financing public water system improvements; and.

4-406 G. Proposed covenants, if any.

4-407 Sewage Disposal

An applicant shall submit detailed information on proposed sewage disposal facilities, demonstrating compliance with the standards of Section 5-607.

4-407 A. The estimated total number of gallons per day of sewage to be treated shall be provided.

4-407 B. Evidence that the property can and will be served by a public sewage treatment facility or by an Onsite Wastewater Treatment System (OWTS) shall be provided.

4-407 AC. Engineered Sewage Disposal Systems
Whenever an engineered sewage disposal system is required by the County Sanitarian OWTS administrator, a State of Colorado Registered Engineer shall submit two (2) sets of stamped plans and calculations for County approval, one (1) set to be retained by the Sanitarian OWTS administrator. The OWTS Administrator may also request that plans and calculations be submitted electronically.
4-408 Public Utilities

An applicant shall submit information describing how the development will be served with public utilities including power and protection systems.

4-409 Mineral Resources

If the Board of County Commissioners or Planning Commission believes that the subdivision may be located in a mineral resource area, the Board or Commission may request that the subdivider submit a report compiling all available existing data on mineral resources in the subject property. The applicant shall submit a record of ownership of mineral estates including mineral lessees, if any.

4-410 Site Data Tabulation

The applicant shall submit a site data tabulation including the information in this section:

4-410 A. The percentage of the site, to the nearest five (5) percent of the total area proposed to be devoted to streets and each other type of use;

4-410 B. Total number and size of free market dwelling units and deed-restricted affordable housing units/lots;

4-410 C. Total square feet of non-residential floor space;

4-410 D. Acreage of land in the proposed subdivision;

4-410 E. Number of bedrooms per dwelling unit; and

4-410 F. Ground coverage of the proposed structures and improvements including parking areas, streets, and sidewalks; and

4-410 G. Total number of proposed off-street parking spaces.

4-411 Scenic Quality Report

An applicant for development within the Telluride R-1 School District shall submit a report showing how design and construction standards will minimize the visual impact of a development on natural terrain, streams, vegetation, other characteristics and features of the landscape and neighboring developments and public use areas, in accordance with the standards established in Section 5-21 of this Land Use Code.

4-412 Planned Unit Development Agreement

An applicant seeking Preliminary Approval for a Planned Unit Development (PUD) shall submit a proposed Development Plan Approval document, commonly known as a PUD Agreement. The
PUD Agreement shall present all findings and conditions upon which potential Board of County Commissioners approval may be based, shall propose all provisions necessary to protect citizens purchasing property or otherwise investing in such PUD and shall contain all use, density, area and bulk, height, setback and other relevant specifications governing development within the PUD, including any that may vary from those stipulated in the Land Use Code, in accordance with Section 5-1404 and CRS 24-68-101 et. seq. Approval of a PUD Agreement by the Board of Commissioners shall in no way vest any rights to the zoning proposed, in accordance with Section 3-14. The Board of Commissioners may approve a proposed PUD Agreement only if the document meets all relevant requirements of Colorado law, including the Planned Unit Development Act of 1972 (CRS 24-67-101 et. seq.), and a PUD Agreement may in no way vary the subdivision requirements set forth in CRS 30-28-101 et. seq.

4-413 State Stormwater Discharge Permit

An applicant seeking preliminary approval for a subdivision that would disturb more than five (5) acres must demonstrate that an application for a stormwater discharge permit from the Colorado Department of Health, Water Quality Control Division has been submitted for that proposed subdivision. Approval of such a permit, if required, shall be a prerequisite to any final plat approval.

4-414 Law Enforcement Authority

An applicant seeking preliminary subdivision approval for a development with a population density of one hundred (100) or more persons must submit a plan pursuant to CRS 30-11-401 et seq. for creating a Law Enforcement Authority, or for joining an existing Law Enforcement Authority, that would generate funds sufficient to cover all costs associated with provision of law enforcement in excess of those services that would be normally provided by the County Sheriff for the proposed development.

4-415 Construction Costs

An applicant shall submit estimated construction costs and the proposed method of financing public improvements, streets and related facilities, water distribution systems, sewage collection systems, storm drainage facilities, and other such utilities and infrastructure as may be required of the developer by the County. A draft Subdivision Improvements Agreement shall be submitted. (See Section 4-509 B for the form of the Agreement.)

4-416 Covenants

An applicant shall submit proposed covenants, if any.
SECTION 4-5: FINAL PLAT SUBDIVISION REVIEWS

4-501 General

A land development application for final plat subdivision review shall include the minimum submission contents for all land development applications listed in Section 4-2 in addition to the other submission contents specified in this part of the Code. Refer to Section 3-7 for the procedures for a final plat subdivision review and Section 3-12 for the procedures for Improvements Agreements.

4-502 Size and Scale

The final plat shall be clearly and legibly drawn upon indelible mylar of good quality. The final plat recorded in the Office of the Clerk and Recorder of San Miguel County shall be a non-erasable mylar copy of such original. All lines, letters, and figures shall be clearly and legibly drawn. The plat shall be so made and shall be in such condition when filed that good legible prints can be made therefrom. The size of the sheets of mylar shall be 24" x 36", leaving margins of one inch. The scale of the final plat shall be sufficiently large to clearly show the details of the plan (preferably 1" = 100').

4-502 Requirements for Final Plats

4-502.A. Material

The final plat shall be drawn with permanent non-fading waterproof black ink on double-matte mylar having a minimum thickness of three (3) mils. Signatures and seals shall be permanent non-fading, waterproof black ink. Crimp-type seals shall not be used. No “sticky back” adhesive paper shall be placed on the final plat.

4-502 B. Size

Sheet size shall be twenty four (24) inches by thirty six (36) inches with one-inch (1") margins all around the sheet. Leave a three-inch (3") wide by five-inch (5") tall blank area inside the margins on Sheet 1, on the edge of the drawing area, for the County Clerk to attach a card with the filing information.

4-502 C. Legibility

The final plat shall be clearly and legibly drawn so that when filed, good legible scans and subsequent prints can be made. Spelling of all signatures and key words shall be correct. Text size shall be no smaller than 0.07 times the drawing scale.

4-502 D. Scale

The scale of the final plat shall be sufficiently large to clearly show the details of the plan. The plat shall be drawn to an even multiple of standard Engineering scales (e.g. one inch equals 100 feet, etc.), or a scale approved in advance by the County
Surveyor.

4-503 Title

4-502 E. Title
The title of the final plat shall be approved in advance by the Planning Director and the title sheet shall contain the title, consisting of the name of the tract, and such name shall not be the same as the name of any existing city, town, tract, or subdivision of land into lots in this County, or so nearly the same as to mislead the public or cause confusion as to the identity thereof. Include the filing number, if applicable. If any of the land being subdivided has been previously shown on a recorded plat, a sub-title referring to said recorded plat must be given. If the property included within the subdivision lies wholly in unincorporated territory, the following words shall appear below the title: A subtitle shall appear below the title, substantially worded as follows: “located within Section __, T. __ N., R. __ W., N.M.P.M., in the County of San Miguel, Colorado.”; if the property lies partly within an incorporated town, the following words shall be used: "lying within and adjoining the Town of__________.” Patented mining claims shall also indicate the claim name and mineral survey number in the subtitle. Reference to lots, tracts, streets and subdivisions in the description must be worded identically with original records, and reference to book and page or reception number of record must be included. The title shall utilize a text size that is large enough to be prominent on the sheet. The title shall also appear in the Owner’s Certificate (see Section 4-503 A). Every sheet comprising the plat shall bear the tract name, scale, north arrow, sheet number, and the number of sheets comprising the plats. Below the title shall be clearly noted the basis of bearing for the survey.

4-502 F. Plat Key

When the final plat consists of more than two plat sheets, a key map showing the relation of the sheets shall be placed on sheet one. Every sheet comprising the final plat shall bear the title, scale, north arrow, sheet number, and the number of sheets comprising the plat.

4-502 G. Vicinity Map

A map that shows the relationship of the final plat to the surrounding area shall be clearly labeled with major streets and sufficient landmarks to identify the general location of the final plat. The vicinity map shall be placed on the first page of the final plat and shall be of sufficient scale to be legible when prints are made.

4-502 H. Legend

A legend describing all symbols, abbreviations, line types or other information shall be placed on each sheet of the final plat that needs such information.
4-502 I. Adjoiners

Adjoining parcels and roads shall be identified on the final plat. Adjoining parcels that are a part of a recorded subdivision plat shall be identified by lot number and subdivision name with plat book and page number. Adjoining parcels that are unplatted shall be referenced by owner’s name and deed recording information. Adjoining patented mining claims shall be referenced by claim name, mineral survey number and owner’s name. Adjoining Federal or State lands shall be referenced by the name of the agency of the government that administers such land.

4-502 J. Tract Border

The perimeter boundary lines of the final plat shall be designated by a heavy solid line. Such lines shall not interfere with the legibility of figures or other data.

4-502 K. Land Survey Plat

A complete land survey and monumentation of the final plat boundary is required. Final plats, at a minimum, shall include all information necessary to comply with the requirements of C.R.S. 38-51-106. Pursuant to C.R.S. 38-51-106 (II) (k), conflicting boundary evidence shall be shown and dimensioned on the final plat. San Miguel County may require reasonable resolution of any boundary conflicts that affect interests within the area of the final plat.

4-502 L. Legal Description

A legal description of the land to be finally platted, with the total acreage of the land to be finally platted indicated to the nearest hundredth of an acre, shall be indicated in the Owner’s Certificate (see Section 4-503 A.). The description may utilize generally accepted methods to describe the land being finally platted such as aliquot, proportional, metes and bounds, or lot, block and subdivision formats. The description shall correctly reflect the boundary as surveyed. If a metes and bounds description is used, label the boundary of the plat in the same direction as the legal description. The legal description and boundary dimensions must agree.

4-502 M. Lot Numbering

I. All lots and tracts shall be identified and numbered. All lots and tracts shall be numbered consecutively in a logical fashion with no omissions or duplications throughout the entire subdivision. Block numbers shall not be used unless approved in advance by the Planning Director. Circles or other geometric figures shall not be drawn around lot or tract numbers. Each lot or tract must be shown entirely on one sheet.
II. An excepted parcel located within the interior of the final plat shall be marked “not included in this plat” and the boundary described accurately by dimensions.

4-502 N. Streets

I. All new streets being created on the final plat shall be named on the final plat, shall comply with the current Land Use Code Appendix B: Street Naming and Addressing, as administered by the County Building Department, and shall not be the same as the name of any existing street in the County or so nearly the same as to mislead the public or to cause confusion as to the identity thereof. The final plat shall show the side lines, total width, dimensions and acreage of all streets being created on the final plat. If a street or any portion thereof is being dedicated, show the full dimensions, width and acreage of the area to be dedicated.

II. All County Roads that are within the area being finally platted shall be dedicated to San Miguel County on the final plat. All public roads within the area being finally platted shall be dedicated as easements for public road right-of-way.

4-502 O. Monument Data

I. The accurate location and description of all monuments shall be shown on the final plat.

II. Monuments shall comply with the requirements pursuant to C.R.S. 38-51-104 and 38-51-105 and to State Board of Registration for Professional Engineers and Professional Land Surveyors Rules and conform to the standards of Section 5-706 of the Land Use Code.

4-502 P. Lot Dimensions

I. Sufficient data must be shown to readily determine the dimension of every lot and tract line, street line and perimeter boundary line. Each lot, tract and street must be fully dimensioned around the perimeter of each, not as a calculated value from other dimensions. Dimensions of all perimeter boundary lines shall be indicated outside the boundary line, not inside with the lot dimensions.

II. Dimensions of lines shall be shown in feet and hundredths of a foot. All bearings and central angles shall be shown to the nearest second. The dimensions shown around the perimeter of all lots, tracts and streets must close within a tolerance of two hundredths of one foot (0.02 feet). Computer printout sheets must be submitted to the County Surveyor showing
boundary closure and area.

III. All lots, tracts and streets being created on the final plat shall show acreage of each to the nearest hundredth of an acre. In situations where lots, tracts and streets being created on the final plat have an area less than two-tenths (0.20) acres, the acreage shown of each shall be expressed to the nearest one-thousandth (0.001) of an acre or may be shown in square feet expressed to the nearest foot.

IV. Perimeter boundaries must show ties to any controlling monuments used in the boundary survey.

V. Sufficient data for all curves shall be shown to enable establishment of curves on the ground. Such data shall include radius, central angle and arc length for each tangential circular curve. In addition, non-tangential circular curves shall be indicated as such and shall also include the long chord bearing and chord length. Inclusion of a curve data chart is optional.

4-502 Q. Easements

I. The final plat shall show the location, width and dimensions of all recorded easements to which lots, tracts or streets are subject. Apparent easements, not of record, shall be noted on the plat.

II. Easements that are recorded must be clearly labeled with a reference to the document of record.

III. If an easement is being created by the final plat, proper language for the creation of such easement including the beneficiaries and purposes for said easement shall be set out in the Owner’s Certificate.

IV. Easements shall be indicated with dashed or other broken line types, not as a solid line type similar to lot or boundary lines.

V. Dimension and tie all easements that are of record or are being created by the final plat. Sufficient ties are required to definitely locate the easements with respect to each lot, tract or right-of-way on the final plat. Easement ties along the sidelines of lots must be shown in a manner that will not cause confusion with lot dimensions.

4-503 Certificates and Acknowledgements

The certificates and acknowledgements listed in this section shall be required on the final plat, if applicable, and shall be placed on the first page of the final plat, and shall be worded substantially as follows:
4-503 A. Owner’s Certificate

I. A certificate signed and acknowledged by all parties having any record fee title ownership interest in the land described in the legal description per Section 4-502 L., consenting to the preparation and recordation of said plat. For most Subdivision final plats, the Owner’s Certificate shall be worded substantially as follows:

Know all persons by these presents:
That (name of owner(s) of record), being the owner(s) of the land described at Reception No. _____ in the office of the Clerk and Recorder, further described as follows: (insert legal description per Section 4-502 L.), under the name of (Title of final plat per Section 4-502 E., in capital letters), has laid out, platted and subdivided same as shown on this plat.

II. In the case of complex Subdivision applications, the applicant’s attorney may want to prepare a unique Owner’s Certificate subject to approval by the County Planning Director and County Attorney. The applicant shall request a Waiver of Requirements per Section 4-505.

III. The owners of record shall sign below the Owner’s Certificate and have their signatures properly acknowledged.

IV. If the Owner’s Certificate is being signed by persons acting in a representative official capacity, or as attorney-in-fact, then insert the name and said capacity of said persons and reference the document establishing such capacity; if by corporation, trust, partnership, limited liability company or other entity, then insert the name of the person authorized to sign and their title, naming the corporation, trust, partnership, limited liability company or other entity.

V. The signatures of parties owning the following types of interests may be omitted from the Owner’s Certificate:

1. Rights-of-way, easements, mineral interests or other interests, none of which can ripen into a fee;

2. Rights-of-way, easements or reversions, which by reason of changed conditions, long disuse or laches appear to be no longer of practical use or value and whose signatures it is impossible or impractical to obtain. In this case a reasonable statement of the circumstances preventing the procurement of the signatures shall be endorsed on the plat.

3. Any portion of the legal description including territory originally patented by the United States or the State of Colorado, under the
patent reserving interest to either or both of these entities, may be recorded under the provision of this title without the consent of the United States or the State of Colorado thereto or to dedications made thereon.

4-503 B. Dedication

If certain parcels of land, rights-of-way, easements or other described interests in real property are to be dedicated for public use, then a dedication statement, worded substantially as follows, shall be added to the Ownership Certificate:

The [owner(s)] hereby dedicate(s) to San Miguel County, Colorado for the perpetual use of the public the streets, roads, alleys, and other public areas as shown hereon and hereby dedicate(s) those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.

4-503 C. Licensed Surveyor

A certificate by the Colorado licensed surveyor responsible for the survey and final plat, to which shall be affixed the surveyor's official seal:

Land Surveyor's Certificate

I, (printed name of Land Surveyor, indicating firm affiliation, if any) being a Colorado Licensed Surveyor, do hereby certify that this plat and survey of (Title of final plat per Section 4-502 E., in capital letters) was made by me or under my responsible charge in compliance with the applicable provisions of the San Miguel County Land Use Code and Title 38, Article 51, C.R.S., and that both are true and accurate to the best of my knowledge and belief. I further certify that all monuments were set in the ground as required by San Miguel County Land Use Code Sections 4-502 O and 5-706 and Article 51 of Title 38, C.R.S. (this sentence may be omitted when the monuments are to be set as part of an Improvement Agreement per Sections 3-12 and 5-9).

(signature)________________________________
P.L.S. No. ______________ Date

4-503 D. County Clerk and Recorder

A certificate for execution by the County Clerk and Recorder:

Clerk and Recorder’s Certificate

This plat was filed in the office of the Clerk and Recorder of San Miguel County, Colorado on this __ day of __________, 20__ A.D. in
Reception No. __________
Time ________________

(signature) __________________________________________
San Miguel County Clerk

4-503 E. Planning Commission

If applicable, a certificate demonstrating approval by the Planning Commission:

Planning Commission Approval

This plat has been approved by the San Miguel County Planning Commission on
this ___ day of __________, 20___.

(signature) __________________________________________
Chair.

4-503 F. County Treasurer

A certificate for execution by the County Treasurer:

County Treasurer’s Certificate

According to the records of the San Miguel County Treasurer there are no liens
against the subject property that is being finally platted or any part thereof for
unpaid state, County, municipal or local taxes or special assessments due and
payable, in accordance with Land Use Code Section 3-101.

(signature) ________________________________
San Miguel County Treasurer _______ Date

4-503 G. Board of County Commissioners

A certificate for execution by the chair of the Board of County Commissioners and
attested by the clerk of that board approving the final plat as submitted and
accepting or not accepting the areas dedicated for public use:

County Commissioner’s Approval

This plat has been accepted for filing by the San Miguel County Board of County
Commissioners, in accordance with Board Resolution No. _____, recorded at
Reception No. _____.

County acceptance of any dedication for public use of streets, roads, alleys, or other
public areas depicted upon the plat, shall not constitute acceptance of such dedication for County maintenance purposes. Compliance with the provisions of section 5-504 of the San Miguel County Land Use Code is required for County acceptance of dedications for maintenance purposes.

(signature)____________________________
Chair

Dated this ____ day of __________, 20___.

Attest:

(signature)____________________________
Clerk

4-503 H. Vested Property Right

Each final plat may contain the following language: "Approval of this plan may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended." Failure to contain this statement shall invalidate the creation of the vested property right (see Section 3-14).

4-503 I. Security Interest Holder's Consent (if applicable):

This certificate's inclusion on a final plat is mandatory should there be any Deeds of Trust, Mortgages, Instruments creating security interests, or liens, filed of record in the San Miguel County Clerk and Recorder's Office concerning the subject property. Such certificate shall be acknowledged and be in substantially the following form:

The undersigned (insert printed name of person or entity), as a beneficiary of a deed of trust (or identify other mortgage instrument or agreement creating a security interest in the subject property) which constitutes a lien upon the owner’s property, recorded at Reception Number _______, in the San Miguel County Clerk and Recorder's real property records, hereby consents to the (subdivision, lot line adjustment, or other final plat process) of the real property as depicted on this Plat. (If applicable, add this statement to the last sentence: “and to the dedication of land as streets, alleys, roads and other public areas, as designated on this Plat, and hereby releases said dedicated lands from the lien created by said instrument.”)

(signature)____________________________
(printed name and title)__________ Date

4-503 J. Certificate of Title
A certificate by a title insurance or abstract company licensed to practice in the State of Colorado, or a title opinion by an attorney licensed to practice in the State of Colorado, certifying that the names of all persons having any right, title or interest in the lands to be final platted and whose consent is necessary to convey clear title to the said land is shown in the Owner’s Certificate of the final plat, and that the title to such lands is free and clear of all liens and taxes, except as noted:

Title Insurance Company Certificate

(name of title insurance company) does hereby certify that we have examined the title to all lands herein shown on this plat and that the title to such lands is in the names of those persons indicated in the Owner’s Certificate of said plat, and is free and clear of all liens and taxes, except as follows:

(List same or indicate NONE)

(signature)

Title Insurance Company Representative

4-503 K. Vested Property Rights

Each final plat shall contain the following language: "Approval of this plan may create a vested property right pursuant to article 68 of Title 24, C.R.S., as amended." Failure to contain this statement shall invalidate the creation of the vested property right.

4-503 L. Notes of Clarification

There shall be a set of notes placed on the final plat to help clarify the changes to real property:

1. The following lots, tracts and rights-of-way have been created by this plat:
   (list or NONE)
2. The following lots, tracts and rights-of-way have been deleted by this plat:
   (list or NONE)
3. The following lots, tracts and rights-of-way have been modified by this plat:
   (list or NONE)

4-503 M. Covenants

If applicable, any existing protective covenants or restrictions shall be noted on the plat, with the recording information. Any new protective covenants or restrictions shall be noted on the final plat with recording information. New protective covenants or restrictions may be recorded at the same time as the final plat if a property owner’s representative accompanies the County Planning Department representative when the final plat is presented to the County Clerk and Recorder for recordation.
4-503 N. Additional Certificates

Any additional plat certificates and/or acknowledgments shall be subject to County approval.

4-504 Plat Key

4-504 Required Data for the County Geographic Information System

4.504 A. The land surveyor who prepares the final plat shall provide accurate Latitude and Longitude values for at least two data points on the external boundary of the final plat. These data points shall be submitted to the County Surveyor by e-mail by completing a Geographic Information System – Survey Control Data Sheet, which is available on the County Surveyor website. If the land surveyor who prepares the final plat does not have GPS surveying equipment and is not able to determine accurate Latitude and Longitude values, or the project area is unsuitable for use of GPS equipment, a waiver of this requirement can be obtained from the County Surveyor.

4-504 B. An electronic drawing file of the final plat, in a format and version acceptable to the County GIS Department, shall be submitted by e-mail to the County GIS Department. If the land surveyor who prepares the final plat does not have drafting software capable of producing an acceptable electronic drawing file, a waiver of this requirement can be obtained from the Planning Director or County Surveyor.

4-505 Waiver of Requirements

If unusual circumstances warrant, a waiver of any of the requirements of Section 4-502 can be obtained if approved by the County Surveyor. If unusual circumstances warrant, a waiver of any of the requirements of Section 4-503 can be obtained if approved by the County Planning Director. The applicant’s attorney may prepare a unique Owner’s Certificate per Section 4-503 A. II, provided a waiver of the requirement for the wording of the Owner’s Certificate per Section 4-503 A. I is approved by the County Planning Director and County Attorney.

4-506 High Water and Inundated Areas

If the subdivision is within areas subject to periodic inundation by flood, the final plat shall show the high water line of the 100-year floodplain.

4-5057 Reversion to Acreage

Plats filed for the purpose of reverting subdivided land to acreage shall be conspicuously designated with the title, "Reversion to Acreage Plat."

4-506 Boundary and Monument Data
The final plat shall clearly show the exact location of all monuments as required by Section 5-706. Adjoining parcels shall be identified by lot and block numbers, lot number and subdivision name, owner's name and deed recording information, or other proper designation. Adjoining roads with names shall be shown.

4-507 Lot Dimensions

4-507 A. Sufficient data must be shown to determine readily the bearing and length of every lot line, block line, and boundary line. Bearings, distances and curve data of all perimeter boundary lines shall be indicated outside the boundary line, not inside with lot dimensions.

4-507 B. Dimensions of lots shall be shown in feet and hundredths of feet. All lots shall be tied mathematically to adjoining streets or access ways.

4-507 D. Lots shall show net acreage to nearest hundredths.

4-507 E. Sufficient data shall be provided for all curves to enable establishment of curves on the ground. Such data shall include radius and arc length for each circular curve, and long chord bearing and chord length for each non-tangential circular curve.

4-508 Established Lines

Wherever the County has established a system of coordinates, the survey shall be tied into such system.

4-509 High Water and Inundated Areas

If the subdivision is adjacent to areas subject to periodic inundation by flood, the final plat shall show the high water line of the 100-year floodplain.

4-510 Tract Border

The boundary of the tract shall be designated by a prominent border on the drawing. Such borders shall not interfere with the legibility of figures or other data.

4-511 Lot and Block Numbering

4-511 A. All lots shall be numbered consecutively with no omissions or duplications throughout the entire subdivision including all units of any subdivision that have the same tract name.

4-511 B. No block division or numbering is required, but if desired by the subdivider, then each block shall be numbered consecutively.
4-511 C. Circles or other geometric figures shall not be drawn around numbers.

4-511 D. Each lot must be shown entirely on one sheet.

4-512 Streets

The final plat shall show the side lines, total width, width of the portion being dedicated and width of existing dedications of all streets.

4-513 Easements

4-513 A. The final plat shall show the location and width of all easements to which the lots are subject.

4-513 B. Easements must be clearly labeled and identified by recorded reference.

4-513 C. If any easement is not recorded, the dedication of such easement must appear on the title sheet.

4-513 D. Easements for storm drains, sewers and other purposes shall be designated by dotted lines.

4-513 E. Distances and bearings on the side lines of lots cut by easements must be arrowed or so shown that the plat will indicate clearly the actual lengths of the lot lines.

4-513 F. Width of easements and lengths and bearings of the lines thereof and sufficient ties thereto to definitely locate the easements with respect to the subdivision must be shown.

4-513 G. If the easement is being dedicated by the plat, it shall be properly set out in the owner's certificate of dedication.

4-514 Parcel Boundaries

4-514 A. The final plat shall particularly define, delineate and designate all lots intended for sale or reserved for private purposes, and all parcels offered for dedication for any purpose, with all dimensions, boundaries and courses clearly shown and defined in every case.

4-514 B. Parcels offered for dedication but not accepted shall be clearly designated as such on the plan.

4-515 Certificates and Acknowledgements

The certificates and acknowledgements listed in this section, and all other certificates and acknowledgements now or hereafter required by law, shall appear on the final plat (such certificates may be combined where appropriate):
4-515 A. Owners

A certificate signed and acknowledged by all parties having any record title interest in the land subdivision, consenting to the preparation and recordation of said plat. However, the signatures of parties owning the following types of interests may be omitted if their names and nature of their interests are endorsed on the plat:

4-515 A.I. Rights-of-way, easements or other interests, none of which can ripen into a fee.

4-515 A.II. Rights-of-way, easements or reversions, which by reason of changed conditions, long disuse or laches appear to be no longer of practical use or value and whose signatures it is impossible or impractical to obtain. In this case a reasonable statement of the circumstances preventing the procurement of the signatures shall be endorsed on the plat.

4-515 B. Patented Mining Claims

Any plat including territory originally patented by the U.S. or the State of Colorado, under the patent reserving interest to either or both of these entities may be recorded under the provision of this title without the consent of the United States or the State of Colorado thereto or to dedications made thereon.

4-515 C. Dedication

A certificate for execution acknowledged as above, offering for dedication for public use those certain parcels of land, rights-of-way, easements, and other described interests in real property which said parties desire to dedicate, which shall be added to the Owners Certificate, as follows: [owner(s)] hereby dedicate(s) to San Miguel County for the perpetual use of the public the streets, roads, alleys, and other public areas as shown hereon and hereby dedicate(s) those portions of land labeled as utility easements for the installation and maintenance of the public utilities as shown hereon.

4-515 D. Licensed Surveyor

A certificate by the Colorado licensed surveyor responsible for the survey and final plat in substantially the following form, to which shall be affixed the surveyor's official seal:

I, (printed name of Land Surveyor, indicating firm affiliation, if any) being a Colorado Licensed Surveyor, do hereby certify that this plat and survey of (name of subdivision in capital letters) was made by me and under my supervision in compliance with the applicable provisions of Title 38, Article 51, C.R.S., and that both are true and accurate to the best of my knowledge.
A certificate for execution by the County Clerk and Recorder stating the date and time at which the final plat was recorded in the Office of the San Miguel County Clerk and Recorder as well as the applicable reception number assigned to the plat for recording purposes.

A certificate demonstrating approval of preliminary plat by the Planning Commission.

A certificate for execution by the County Treasurer that states: According to the records of the San Miguel County Treasurer there are no liens against the subdivision or any part thereof for unpaid state, County, municipal or local taxes or special assessments due and payable, in accordance with Land Use Code Section 3-101.

A certificate for execution by the chair of the Board of County Commissioners and attested by the clerk of that board approving the final plat as submitted and accepting or not accepting the areas dedicated for public use. Such certificate shall include the following provision concerning dedications for public use:

County acceptance of any dedication for public use of streets, roads, alleys, or other public areas depicted upon the plat, shall not constitute acceptance of such dedication for County maintenance purposes. Compliance with the provisions of section 5-504 of the San Miguel County Land Use Code is required for County acceptance of dedications for maintenance purposes.

Each final plat may contain the following language: "Approval of this plan may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended." Failure to contain this statement shall invalidate the creation of the vested property right (see Section 3-14).

This certificate's inclusion on a subdivision plat is mandatory should there be any Deeds of Trust, Mortgages, Instruments creating security interests, or liens, filed of record in the San Miguel County Clerk and Recorder's Office concerning the subject property. Such certificate shall be in substantially the following form:
The undersigned (insert printed name of person or entity), as a beneficiary of a deed of trust (or identify other mortgage instrument or agreement creating a security interest in the subject property) which constitutes a lien upon the declarant’s property, recorded at Reception Number                 , in the San Miguel County Clerk and Recorder's real property records, hereby consents to the subdivision of the real property as depicted on this Plat and to the dedication of land as streets, alleys, roads and other public areas, as designated on this Plat, and hereby releases said dedicated lands from the lien created by said instrument.

4-516–Additional Drawing Requirements

All plats shall include all information necessary to comply with all requirements of CRS 38-51-102.

4-517–Certificate of Title

There shall be filed with the final plat evidence of title issued by a reputable title insurance or abstract company or title opinion by an attorney licensed to practice in the State of Colorado, showing the names of all persons having any right, title or interest in the lands proposed to be subdivided and whose consent is necessary to convey clear title to the said land. Such evidence of title shall be filed with the final plat for record in the office of the County Clerk and Recorder.

4-51808 Improvement Agreements and Performance Guarantees

4-508 A. Plat Note

An applicant shall submit an Improvement Agreement subject to the procedures and conditions of Sections 3-12 and 5-9. The following statement shall appear on the final plat:

The approval of this final plat is subject to all terms, conditions, obligations and restrictions set forth in the (insert name of subdivision improvements agreement) recorded in the office of the San Miguel County Clerk and Recorder at Reception No. ________________.

4-508 B. Form of Agreement

All Improvement Agreements shall utilize as a guide the following format, with such provisions as may be approved by the Board of County Commissioners:

THE SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
(Name of the Development)
(Date)
THIS AGREEMENT is entered into this ______ day of ______, 19__, between SAN MIGUEL COUNTY ("County"), a governmental entity, and _______ ("Developer").

WHEREAS, C.R.S. 30-28-137(1) requires that prior to the recording of a Final Plat, the Board of County Commissioners of San Miguel County ("Board") must enter into a subdivision improvements agreement wherein the Developer agrees to construct those public improvements required by the County and which agreement requires the pledging of collateral that is sufficient, in the judgment of the Board, to make reasonable provision for the completion of the required improvements in accordance with design and time specifications set forth in the agreement; and

WHEREAS, C.R.S. 30-28-101, et seq., especially 30-28-133, requires that a condition of Board approval of any preliminary or final plat is the Developer's compliance with County subdivision regulations, including making all payments, dedications and exactions provided therein; and

WHEREAS, the Developer is the subdivider of the real property development ("Development") known and described as (legal description) ______ located in San Miguel County Colorado, and has presented to the County a Final Plat for this Development; and

WHEREAS, the San Miguel County Land Use Code and State statutes require the execution of an Subdivision Improvements Agreement ("Agreement") between the Developer and the County whereby the Developer shall agree to construct certain improvements, the completion of which are guaranteed to the County, prior to filing the Final Plat; and

WHEREAS, the County seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Development and thereby limit the harmful effects of substandard development and subdivision; and

WHEREAS, the purpose of this Subdivision Improvements Agreement ("Agreement") is to protect the County from incurring the cost of completing the improvements under this Subdivision Improvements Agreement and not to benefit those providing work, services or material or the lot or home buyers in the Development; and the purpose of this Agreement is further to guarantee performance of Developer's other obligation.

NOW, THEREFORE, in consideration of the mutual promises contained herein, IT IS AGREED AS FOLLOWS:

1. Construction of Improvements. The Developer agrees to construct or to enter into a contract with such person, firm or corporation as is chosen by the Developer to construct the required improvements, including water distribution system (for commercial, municipal and domestic uses, and for landscaping and fire protection), sanitary sewers, storm drainage, roads, bridges and associated improvements, fire protection system, land survey monuments, electrical system, public trails and landscaping (hereinafter referred to as "Improvements"); more specifically described in Exhibit A that is attached hereto and incorporated herein by this reference. The required Improvements shall be constructed in accordance with the Plans and Specifications submitted by the Developer and in accordance with all applicable legal standards. The Developer's
obligation to complete the Improvements will arise upon final plat approval by the County and will be independent of any obligations of the County contained herein and will not be conditioned upon the commencement of construction in the Development or sale of any lots or Improvements within the Development. Developer shall obtain all applicable federal, state, county, and municipal approvals and permits required for construction of the Improvements, including, but not limited to, domestic water system(s), sewer and/or septic system(s), and road(s).

In addition, the Developer will ensure that telephone service will be available within the immediately adjacent easements and/or rights-of-way of each platted lot in the Development prior to or at the time the certificate of occupancy or satisfactory final building inspection is issued by the County for the respective lot. No security will be required to ensure the availability of telephone service.

2. Regulations and Specifications. The required Improvements shall be designed and constructed in accordance with the County's regulations and specifications in effect as to the date of this Agreement, other applicable state or federal regulations, if any, the Final Plat of the Development, and the Plans and Specifications retained by the County Engineer and the County Planning Department, all of which are hereby incorporated herein by reference and made a part of this Agreement. All Plans and Specifications shall have been submitted to and reviewed for exceptions by the County Engineer and the County Planning Director prior to submission of the Final Plat for approval or execution. No changes, additions, and/or deletions to the Improvements, from the approved Plans and Specifications, shall become effective until and unless approved by the County Engineer and the County Planning Director.

3. Completion Date. The required Improvements shall be completed no later than (insert mutually agreed upon completion date), unless the County, in its sole discretion, grants in writing an extension of this completion date to the Developer. A written extension agreement shall be signed by the Chairman of the Board and the Developer. No less sixty (60) days prior to the above scheduled completion date, or any extension thereof, the Developer shall notify the County Planning Director in writing of the upcoming completion deadline and include a progress report which shall include a statement of whether the Developer expects to complete the required Improvements by the completion date. The Developer's failure to provide this notice shall be grounds for the County to withdraw from the commitment guarantee in accordance with this Agreement (See e.g. par. 11, 16, 23, etc.).

4. Estimated Cost. The Developer’s engineer of record for the Development shall be responsible for the preparation of the construction estimate for the required Improvements. Prior to execution of this Agreement and the Developer’s submittal of the Commitment Guarantee, the County Engineer shall review the estimate, which review shall include, but not be limited to, determining that the estimate includes all required Improvements, and that the amount of the financial guarantee is consistent with the Engineer’s estimate. Should the County Engineer find and determine that the engineer’s estimate is inaccurate, or otherwise require revision, the Developer’s engineer shall revise his estimate in accordance with the County Engineer’s findings. The Developer’s Commitment Guarantee shall be consistent with such revised construction estimate. The cost of constructing the Improvements is estimated to be $_________. This cost estimate is based upon the assumption that the work will be performed by an independent
contractor, was prepared by and bears the seal of an engineer licensed to practice in the State of Colorado, which shall be attached hereto as Exhibit "B."

This estimated construction cost includes the estimated present construction cost, and an additional amount equal to twenty percent of the estimated construction costs, which shall be retained for the duration of the warranty period following substantial completion of the improvements, plus an estimated inflation factor determined by the County and calculated to the completion date. If change orders are required during the course of construction that increase the cost by more than five percent (5%) of the estimated cost of any subsequently agreed amount that may result from increased costs of material or labor, the amount of the commitment guarantee shall be adjusted accordingly. The Developer shall notify the County in writing of any such change and supply the County with the adjusted commitment guarantee.

5. Commitment Guarantee. Developer's performance under this Agreement is guaranteed by (insert description of financial guarantee provided: escrow deposits, irrevocable letters of credit. Deeds of trust, or other conveyances of real property are unacceptable as security). The commitment guarantee will be retained by the County until released or used as provided in this Agreement. Should the Improvements not be completed at least thirty (30) days prior to the expiration of any commitment guarantee, the Developer agrees to the extension of said guarantee and designates the County his agent to request said extension. The Developer shall pay all costs of guarantee extension; and it is mutually understood and agreed that the County will pay no interest to the Developer on the commitment guarantee. If the County determines guarantee is insufficient to warrant construction of Improvements, the County shall notify the Developer who shall produce such additional security as the County determines necessary.

6. Transfer of Title. If the County is to have any ownership interest or maintenance responsibility in the Improvements, before commencing the construction of any of the required Improvements, the Developer shall acquire, at its own expense, good and sufficient title to all lands and facilities traversed by any required Improvements. In addition, if County is to have ownership in dedications of parks, trails, right-of-ways, covenants, etc., for this Development, Developer shall acquire at its own expense good and sufficient title to all such property. All such property, lands and facilities so required shall be conveyed to the County and all necessary documents of conveyance shall be furnished to the County prior to and for recording with the Final Plat.

7. Release of Liability - Insurance. The Developer shall indemnify and save harmless the County from any and all suits, actions or claims of every nature and description occurring during the period of construction of the required Improvements and for one year thereafter, and caused by, arising from, or on account of the construction process or any other Developer obligations hereunder, and pay any and all judgments rendered against the County on account of any such suit, action or claim, together with all reasonable expenses and attorney's fees incurred by the County in prosecuting or defending such suit, action or claim.

8. Insurance. The Developer shall ensure that all contractors and other employees engaged in the construction of the required Improvements will maintain workmen's compensation insurance. Before proceeding with any construction of the required Improvements, the Developer shall provide the County with written evidence of Public Liability Insurance with limits not less
than Five Hundred Thousand Dollars ($500,000.00) for bodily injury, One Hundred Thousand Dollars ($100,000.00) for property damage in coverage forms approved by the County Attorney and protecting the County against any and all claims for damages to persons or property resulting from or installation of any required Improvements on public property. The policy will provide that the County shall be notified at least thirty (30) days in advance of any reduction in coverage, termination or cancellation of the policies. Such notice shall be sent certified mail. The Developer also warrants that any contractors engaged by or for the Developer to construct the required Improvements shall maintain Public Liability Insurance coverage in limits not less than those mentioned above.

9. Warranty. The Developer hereby warrants that all required Improvements will be installed in a good and workmanlike manner and in accordance with the provisions of Sections 1 and 2 hereof.

10. Release of Commitment Guarantee. From time to time, as required Improvements are substantially completed, the Developer may apply in writing to the County Planning Director and to the County Engineer for a partial release of the commitment guarantee. The application must show:

a. Dollar amount of commitment guarantee;
b. Work completed, including dollar value;
c. Work not completed, including dollar value;
d. Amount of previous releases; and
e. Amount of commitment guarantee requested released.
f. Release or waivers of mechanics liens of all persons who have furnished work, services or materials.
g. Certification by the Developer's engineer that all of the work included in the application is substantially complete, and complies with all applicable plans and specifications.

Upon receipt of the application, the County or its agent shall inspect the Improvements both completed and those uncompleted. If the County determines from the inspection that the Improvements shown on the application as being substantially completed have been completed as provided herein, a portion of the commitment guarantee shall be released. The release shall be made in writing signed by the County Engineer and approved by the County Planning Director. The amount to be released shall be the total amount of the commitment guarantee less (i) twenty percent (20%) of the original amount of the commitment guarantee and (ii) one hundred percent (100%) of the projected costs of the Improvements not completed. Notwithstanding the foregoing provisions, the Developer shall not apply for a partial release of the commitment guarantee in the amount less than twenty percent (20%) of the total original amount, except for the last such release. The Improvements shall be considered to be "substantially complete" when all of the required Improvements, or a designated portion thereof, are sufficiently complete, in accordance with the approved plans and specifications, that they can be used for their intended purpose.

11. Failure to Comply with Specifications -- Agreement Cancellation. If the County determines that the required Improvements have not been constructed in accordance with the Plans
and Specifications provided to and reviewed by the County Engineer pursuant to paragraph 2 above, the County shall notify the Developer of noncompliance setting forth in writing the reasons for noncompliance. Such written notification shall set forth a reasonable schedule for correction of the improvements in noncompliance. Should the County determine at any time that the guarantee on deposit is insufficient to complete construction of said Improvements, the County may require the Developer to deposit additional funds which the County deems necessary to complete the Improvements. Should the Developer fail or refuse to comply with the County’s directive to increase the Commitment Guarantee within the time period specified, the County may declare the Developer to be in default of its obligations. If the County determines that the Developer cannot and/or will not construct any or all of the Improvements in accordance with this Agreement, the County may, upon written notification to the Developer and the commitment guarantor, and without the necessity of public hearing, withdraw from the commitment guarantee such funds as may be necessary, in the opinion of the County, to construct or complete said Improvements in accordance with the agreed specifications.

12. Completion Procedures and Inspections. Upon substantial completion of all of the Improvements, the Developer’s designated project engineer shall prepare and deliver to the County Planning Director and the County Engineer in writing a proposed Certificate of Substantial Completion for all of the required Improvements constructed and in place, certifying that such Improvements have been constructed in substantial compliance with the approved plans and specifications, and requesting the County Engineer’s inspection of all of the substantially completed Improvements. The Engineer’s Certificate of Substantial Completion for all of the required Improvements, upon review and approval by the County Engineer of the required Improvements, shall establish the date of Substantial Completion for warranty purposes. The County Engineer or his agent, within thirty days of receipt of the engineer’s Certificate of Substantial Completion for all of the required Improvements, shall inspect said Improvements and shall notify the Developer in writing of nonacceptance or approval of the substantially completed Improvements. However, no County Engineer substantial completion inspection shall occur during the months of November through May. If the Improvements are not accepted, the reasons for non-acceptance shall be stated in writing and corrective measures shall be developed by the County with the assistance of the Developer and at the Developer's sole expense. Should the developer fail or refuse to implement the corrective measures required by the County within the specified cure period, the County at its discretion, may declare the Developer to be in default of its obligations, and following written notice to the Developer, the County may, but shall not be obligated to, draw upon the Commitment Guarantee.

Upon issuance by the Developer’s designated project engineer of a Certificate of Substantial Completion of all of the required Improvements, and the approval of the Certificate by the County Engineer, the amount of security in the Commitment Guarantee may be reduced in accordance with the provisions of paragraph 10 above to twenty percent (20%) of the project engineer’s estimated cost for said Improvements. Said twenty percent (20%) retention shall be for the purpose of insuring the correction of the Improvements due to deficiencies in workmanship and/or material during the warranty period by the Developer. As-built engineering drawings shall be submitted for all utility installments and roads upon completion of all required utility and road improvements and prior to request for, or issuance of, certificates of occupancy. Nothing herein
shall be construed to require the County to make inspections during periods when climatic conditions make thorough inspections unfeasible.

13. Final Inspection, Warranty Period, and Maintenance for Improvements. The warranty period for required Improvements shall run for one year from certification of substantial completion for all of the required Improvements, as approved by the County Engineer. Final Inspection of the required improvements by the County Engineer shall be performed within thirty days after expiration of the warranty period and shall only occur in the months of June through October. However, the Developer’s warranty obligations shall not expire until the County Engineer’s approval of all required improvements following Final Inspection. During the warranty period, the Developer shall, at its own expense, make all needed repairs or replacements due to defective materials or workmanship, including Improvements not constructed in substantial compliance with the approved plans and specifications for the Development, and shall be responsible for all maintenance of said Improvements. Developer’s warranty obligations shall remain in full force and effect until the defects and deficiencies in the required Improvements specified in the County Engineer’s Final Inspection report have been corrected to the County’s satisfaction. It is specifically understood that the Developer will be responsible for road maintenance or care, including snow removal or street cleaning, unless and until the road maintenance or care is finally accepted and that the Developer is responsible for maintenance of all Improvements as provided herein. In the event of default of any of these obligations by the Developer, the County, with prior written notice to the Developer, may do the same at the sole expense of the Developer and withdraw from the commitment guarantee to pay for such expenses.

Landscaping shall be inspected only during the month of July and at least three (3) months after preliminary approval. The County shall notify the Developer in writing of non-approval or of final approval. If the Improvements are not approved, the reasons for the County Engineer’s non-approval shall be stated in writing and corrective measures shall be developed and implemented by the Developer within the cure period specified in the Notice of Non-approval, with the assistance of the Developer and at Developer's sole expense. Should the Developer fail or refuse to implement the specified corrective measures within the cure period specified in the County’s notice of non-approval the County may declare the Developer to be in default of its obligations and upon prior written notice to the Developer proceed to draw upon the Commitment Guarantee to the extent required to complete the Improvements.

If the Improvements, following the County Engineer’s final inspection, are found to be in compliance with plans and specifications, the County, following a Resolution of Approval of Improvements by the County Commissioners, shall release the remaining retained balance of the commitment guarantee for such approved Improvements.

All improvements intended or designated for common use within the development and not dedicated to and accepted by the County, shall be maintained in perpetuity by the Developer or an association of homeowners in the development. Until a homeowners association has been formed, and is legally bound to provide perpetual maintenance of the Improvements, as determined by the County, the Developer is obligated to maintain the Improvements in the Development.
14. Recording Agreement. After receiving Final Plat approval, the Developer shall record this Agreement with the Clerk and Recorder of San Miguel County, Colorado, and with the Final Plat of the above-referenced development. However, both this Agreement and the Final Plat shall be submitted to the County Planning Director for final review immediately prior to recording.

15. Events of Default. The following conditions, occurrences or actions will constitute a default by the Developer during the completion period:

a. Developer's failure to complete construction of the improvements within the time period specified.

b. Developer's failure to complete construction of the Improvements within two years of final plat approval.

c. Developer's failure to cure the defective construction of any improvement within the applicable cure period.

d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer.

e. Foreclosure of any lien against the development or a portion of the development or assignment or conveyance of the development in lieu of foreclosure.

f. Developer's failure to comply with any other material provision of this Agreement or with any federal, state or county law or regulation effecting the property, including the County Land Use Code.

16. County's Rights Upon Default. In the event of default by the Developer occurs, the County may draw on the commitment guarantee. The County will have the right, but no obligation, to complete Improvements itself or contract with a third party for completion, and the Developer hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Development for the purposes of constructing, maintaining, and repairing such Improvements. Alternatively, the County may assign all, or any part of, the proceeds of the commitment guarantee to the Developer’s successor(s) in interest, such as the Homeowner’s Association, if any, individual lot purchasers, or a subsequent developer, including a lender, who has acquired the Development, or a portion, by purchase, foreclosure or otherwise who will then have the same rights of completion as the County. If and only if, the Homeowner’s Association, individual lot purchasers, or a subsequent developer (including a lender) agrees in writing to complete the unfinished Improvements. In addition, the County may also suspend Final Plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Development without the express written approval of the County or until the Improvements are completed and accepted by the County.

17. Enforcement. If the County determines that there is or has been a violation of any applicable federal or state laws or regulations, County regulations, Planning Commission requirements, and/or the terms and provisions of this Agreement by the Developer or his agents, including any independent contractor(s) hired by the Developer, the County Planning Director may issue a cease and desist order. Thereafter, the Developer acknowledges irreparable harm and injury to the County for purposes of an application by it to the Courts for a restraining order hereunder. Should the County deem the collateral on deposit insufficient to guarantee completion of the required Improvements, the County may require the Developer or successors to post additional
collateral to guarantee completion of improvements. The County has the right to pursue any remedy provided by this Agreement or by law and, if the County obtains any such remedy, attorney's fees and costs. As an alternative to the remedies provided by this paragraph and paragraph 11, the County has the right to withdraw its approval of the Development.

18. Miscellaneous. This Agreement runs with the land and is binding on and inures to the benefit of the heirs, representatives, transferee, successors and assignees of the parties. The paragraph headings are descriptive only and neither amplify nor limit the substantive material. The failure to enforce or the waiver of any specific requirements of this Agreement by either party shall not be construed as a general waiver of this Agreement of any provision herein, nor shall such action act to stop either party from subsequently enforcing this Agreement according to the terms hereof. This Agreement shall be subject to and deemed to incorporate all present and future ordinances and regulations of the County applicable thereto. Should any section, paragraph, clause or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, said decisions shall not affect the validity of this Agreement as a whole or any part hereof other than the part declared to be invalid, and the parties hereby affirm that they would have entered into this Agreement and each of its provisions independently of each of its other provisions. The Developer is not an agent or employee of the County. This Agreement constitutes the entire integrated understanding of the parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the parties.

19. Disclosure to and Consent of Mortgagee and Lender. The Developer hereby represents that he has disclosed the terms of this Agreement to any mortgagees of the Development involved and to all lenders who have provided financing to the Developer for the construction of this project and that said mortgagees and lenders consent to this Agreement as evidenced by their authorized signatures below.

__________________________  __________________________  __________________________
Name & Address                     Mortgagee/Lender                      Signature of Authorized Officer
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Execution of this Agreement by a lender or holder(s) of Deed(s) of Trust signifies their consent to this Agreement but does not obligate them to perform any of the terms of this Agreement unless they or one of them takes title to all or a portion of the subject Development.

20. Notice. All notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be
Additions are in red underline. Deletions are in red strikethrough.

deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified and postage pre-paid, and addressed to the party at the following address:

San Miguel County  
Board of County Commissioners  
P. O. Box 1170  
Telluride, CO 81435

(Developer)  
(address)

with copies to:  
San Miguel County Attorney  
P.O. Box 791  
Telluride, CO 81435

The address to which any notice, demand or writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

21. Subsequent Plats. Approval of subsequent Final Plats by the Board will be based, in part, upon the extent to which the terms and conditions of this Agreement have been met by the Developer. Approval may be withheld if substantial compliance is not had with the terms hereof and the submissions required herein.

22. Cumulative Remedies. The Developer acknowledges that the Board reserves the right to sue for specific performance and to seek other remedies allowed at law or in equity if Developer does not strictly comply with all the provisions of this Agreement and any plans, specifications or other approvals granted as a result of this Agreement or in any subsequent agreement entered into by the parties.

23. County - No Duty. If the Improvements are not installed or are not properly installed pursuant to this Agreement, then the County shall have the right, but not the duty or obligation to either the Developer or any third-party, to complete the construction of the Improvements. The parties acknowledge and agree that if the County, in its sole discretion, chooses to attempt to complete the Improvements, then:

23.1 Use of Collateral Proceeds. The Board of County Commissioners shall use all liquid collateral and all net proceeds from the sale of any collateral pledged pursuant to this Agreement for the purpose of completing the Improvements and for no other purpose; and

23.2 No Obligation. The Board shall have no obligation to utilize any other funds or assets of the County to pay for the completion of any Improvements; the parties acknowledge that the County has no duty or obligation of any nature, to either the Developer or any third-party, to complete or repair any or all of the Improvements.
24. Financial Disclosure. Subject to the provisions of paragraphs 24.1, 24.2 and 24.3, from time to time upon the written request of the Board, the Developer shall allow the County to review its then most recent audited financial statements.

24.1 Confidentiality. All financial information provided by the Developer to the County shall be done in absolute and strict confidence. Under no circumstance shall any of the financial information provided by Developer be disclosed in any manner to any person other than a member of the Board, the San Miguel County Attorney, San Miguel County Planner, and one certified public accountant employed by the County to assist it in its review of the financial statements.

24.2 Return of Material. After the completion of the review of the financial information, all statements, reports, copies, notes and paperwork of any kind that were prepared for or in conjunction with the financial review shall be returned to Developer. Neither the County nor any officer, agent or employee of the County shall retain any personal notes, information or paperwork of any nature in regard to the financial disclosure.

24.3 Annual Limit. The County may only request to review an audited financial statement once during each calendar year. The parties acknowledge that often times delays occur in the preparation of audited financial statements and, therefore, subject to the limitation set forth in the following sentence, if the audited financial statements have been completed, then the Developer shall provide them to the County within five (5) days of the County's request. Nothing to the contrary withstanding, the Developer shall have no obligation to have the audited financial statements completed before the November 1st following the end of the applicable fiscal year.

24.4 Executive Sessions. The financial information disclosed to the County pursuant to this paragraph shall only be discussed in executive sessions properly called in conjunction with the regular meetings of the Board.

24.5 Solvency Representation. The Developer represents to the County that at the time of execution of the Agreement that it is solvent.

25. Vested Rights. The County does not warrant by this Agreement that the Developer is entitled to any other approvals required by the County, if any, before the Developer is entitled to commence development or to transfer ownership of property in the Development. Developers vested rights for this Development, if any, are determined by the vested rights sections of the County Land Use Code (Section 3-14) and by CRS 24-68-101, et seq.

26. Third Party Rights. No person or entity that is not a party to this Agreement will have any right of action under this Agreement. Provided, however, that any purchaser of land subject to a plat restriction which is the security portion of this Agreement or the purchaser of land within the Development may bring an action to enforce this Agreement and the conditions of the Development permit as provided in the Land Use Code and State statutes. It is the intent of the parties that no third party beneficiary rights shall be created by this Agreement, except pursuant to section 30-28-137(3), C.R.S.
27. Benefits. The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition of the right of the County to assign its rights under this Agreement. The County will release the original Developer's guarantees if it accepts new security from any developer or lender who obtains the Development. However, no act of the County will constitute a release of the original Developer from his liability under this Agreement.

28. Governmental Immunity. Nothing contained in this Agreement constitutes a waiver of the County's immunity under applicable state law.

29. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to this Agreement or guarantees will be deemed to be proper only if such action is commenced in District Court for San Miguel County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

30. Amendments. If the County determines that certain provisions of this Agreement fail to achieve the goal of limiting the County's liabilities and/or obligations under this Agreement, the County may modify the Agreement without the consent of the Developer.


(DEVELOPER)

ATTEST:

By:________________________

(Authorized Signatory)

By:_______________________

STATE OF COLORADO )

) ss.

COUNTY OF SAN MIGUEL )

Acknowledged, subscribed and sworn to before me this _____ day of ______________, ____, by (Developer).

Witness my hand and official seal.

My commission expires:______________

Notary Public

SAN MIGUEL COUNTY COMMISSIONERS
ATTEST:

By: ____________________________
   Chair

By: ____________________________
   Deputy Clerk

STATE OF COLORADO

COUNTY OF SAN MIGUEL

Acknowledged, subscribed and sworn to before me this _____ day of ______________, _____, by as Chair of the Board of Commissioners for San Miguel County and by ______________ the Deputy Clerk of San Miguel County.

Witness my hand and official seal.

My commission expires: ______________

Notary Public

4-51909 Certification of Water and Sewer Facilities and Fire Protection

4-51909 A. Sewer

An applicant shall submit a letter from the County Environmental Health Department Onsite Wastewater Treatment System (OWTS) administrator or appropriate sanitary district or sanitation district having jurisdiction certifying that satisfactory arrangements have been made with them for adequate provisions for sewage disposal for each lot within the subdivision.

4-51909 B. Water

An applicant shall submit a letter from the County Engineer for the State Division of Water Resources or appropriate public water supply district certifying that satisfactory arrangements have been made with them for the installation of an adequate and safe water supply to each lot within the subdivision.

4-51909 C. Fire Protection

An applicant shall submit a letter from the appropriate Fire Protection District certifying that satisfactory arrangements have been made for the provision of adequate fire protection services, including access for emergency service vehicles.

4-52010 Report to County Assessor

An applicant shall submit a report to the San Miguel County Assessor along with the final plat. The report form may be obtained from the County Planning Department. The information
provided in the report will be used in the assessor's office only and will not be open to public scrutiny.

4-5211 Report Addressing Preliminary Approval Conditions

An applicant shall submit a written report demonstrating compliance with all conditions imposed by the Board of County Commissioners during the preliminary subdivision review.

4-52212 Additional Information

An applicant shall submit any other evidence and material that is or may be hereafter required by law or by the conditions of approval of the preliminary plan.

4-52313 Law Enforcement Authority

An applicant seeking final plat subdivision approval for a development with a population density of one hundred (100) or more persons must comply with the provisions of CRS 30-11-401 et seq. regarding creation of a Law Enforcement Authority, or join an existing Law Enforcement Authority, that will generate funds sufficient to cover all costs associated with provision of law enforcement in excess of those services that would be normally provided by the County Sheriff for the proposed development prior to final plat approval.

SECTION 4-6 : MAJOR DEVELOPMENT APPLICATIONS

4-601 General

This part of the Code establishes the required submission contents for Group I development applications. Figure 4-1 of this Article 4 identifies the various land development applications in Group I, Code sections that contain the review procedures and the review standards applicable to each type of land development application. Group I development applications are listed below:

4-601 A. Acceptance of Subdivision Roads (Refer to Sections 3-5 for procedures and 5-504 for review standards);

4-601 B. Amendments to a Final Plat (Refer to Sections 3-5 or 3-6 for procedures and 5-15 for review standards); and

4-601 C. Planned Unit Development (PUD) Amendments (Refer to Sections 3-5 or 3-6 for procedures and 5-15 for review standards);

4-601 D. Subdivision Exemptions for the following activities:

  I. Survey Error (Refer to Sections 3-5 for procedures and 5-1202 for review standards);
II. Lot Line Adjustments (Refer to Sections 3-5 for procedures and 5-1203 for review standards);

III. Subdivision of Parcels for Community Facilities (Refer to Sections 3-5 for procedures and 5-1204 for review standards);

IV. Reversion to Acreage Plats (Refer to Sections 3-5 for procedures and 5-1205 for review standards);

V. Agricultural Land Lot Split (Refer to 3-5 for procedures and 5-1206 for review standards);

VI. Open Land Protection (Refer to Section 3-5 for procedure and Section 5-1207 for standards);

VIII. Fully Developed Property (Refer to Section 3-5 for procedure and Section 5-1208 for standards);

IX. Single-lot Split (Refer to Section 3-5 for procedure and Section 5-1209 for standards);

X. Wright’s Mesa (Refer to Section 3-5 for procedures and Section 5-1210 for standards);

XI. West End (Refer to Section 3-5 for procedures and Section 5-1211 for standards);

XII. Wright's Mesa Open Land Protection (Refer to Section 3-5 and Section 5-1212 for standards);

XIII. Wright's Mesa Essential Community Facilities & Parks (Refer to Section 3-5 and Section 5-1213 for standards);

4-601 E. Rezoning (Refer to Sections 3-6 for procedures and Section 5-18 for standards).

4-601 F. All Types of Development in an Area of Local and State Interest / C.R.S. 1041 Environmental Hazard Review (refer to Section 3-4 for procedures and Section 5-4 for review standards);

4-602 Application Contents

Development applications for activities categorized as Major Development Applications (Group I) shall include the minimum submission contents for all land development applications listed in Section 4-2 and a written report demonstrating that an application complies with the applicable review standards identified in Figure 4-1 and with any other relevant Land Use Code standards.
4-603 Existing Official Plat or Planned Unit Development (PUD) Plan

An applicant shall submit copies of the approved plat or PUD plan.

4-604 Proposed Plat, Plan or Map

An applicant shall submit printed copies of the proposed plat or plan, map of the roads proposed to be accepted by the County, or area proposed for rezoning in the size and format directed by the Planning Department. Applicants for development in an Area of State and Local Interest (1041 environmental hazard review) need not submit this plat or map.

4-605 Special Submission Contents for Acceptance of Subdivision Roads

4-605 A. Revenue projection consisting of:

I. Current and past years assessed value of all property within the subject subdivision and Road and Bridge mill levy;

II. Highway Users Tax Fund per mile - the County average per mile for each of the last two years for San Miguel County;

III. Other revenue if applicable from any of the following:
   a. Homeowners Association;
   b. Improvement District;
   c. Metropolitan District; and

IV. Estimates of expenditures for snowplowing, and grading based on:
   a. Frequency of plowing snow and estimated total hours per month with respect to the road(s) in question;
   b. Frequency of grading and estimated total hours per month;
   c. Previous year's cost of average man-hour plus proportional benefit;
   d. Estimated fuel cost per month;
   e. Estimated cost of equipment based on the stated rental rate for required equipment and total work hours; and

V. Consent form supplied by the County executed by applicant(s):
   a. Holding San Miguel County harmless from and indemnifying the
County with respect to acceptance and maintenance of roads;

b. Outlining service that will be provided and service that will not be provided; and

c. Acknowledging that San Miguel County may drop maintenance, pursuant to State statute, if revenue fails to equal or exceed expenses for maintenance.

### 4-606 Special Submission Contents for All Applications for Development in an Area of Local and State Interest/ C.R.S. 1041 Environmental Hazard Review

Applications for any type of development in an Area of Local and State Interest shall also submit a neat, legible ink drawing on a 24" x 36" sheet of indelible mylar depicting the information in this Section. The purpose of a site plan for development in an Area of Local and State Interest (1041 Environmental Hazard Review) is to record the boundaries of an approved building envelope and development conditions.

4-606 A. Title identifying type of review;
4-606 B. Boundaries of the parcel(s);
4-606 C. Vicinity map showing relationship of parcel to proximate public roads;
4-606 D. List of all conditions relating to site development;
4-606 E. Existing watercourses, if any;
4-606 F. North directional arrow;
4-606 G. Date;
4-606 H. Scale;
4-606 I. Legal Description of parcel
4-606 J. Location and dimensions of building envelope setbacks from property lines;
4-606 K. Waiver stating: "Applicant acknowledges that he/she has been informed by San Miguel County of the existence of 1041 environmental hazard areas that might affect the property, any improvements, and the use and occupancy thereof;"
4-606 L. Planning Director signature block for minor review or Planning and Zoning Commission Chairperson signature block for major review; and
4-606 M. In the case of major reviews, the Planning and Zoning Commission Resolution
SECTION 4-7: OTHER DEVELOPMENT APPLICATIONS

4-701 General

This part of the Code establishes the required submission contents for Group II development applications. Figure 4-1 of this Article 4 identifies the various land development applications in Group II, Code sections that contain the review procedures and the review standards applicable to each type of land development application. Group II development applications are listed below:

4-701 A. Approval of Specific Land Uses Identified within Article 5 as Uses Subject to One-step Planning Commission Review (Refer to Sections 3-5 for procedures and 5-10 for standards);

4-701 B. Approval of Specific Land Uses Identified within Article 5 as Uses Subject to One-step Board of County Commissioners Review (Refer to Sections 3-5 for procedures and 5-10 for standards);

4-701 C. Minor Amendments to Specific Uses Subject to One-step Board of County Commissioners or Planning Commission Review (Refer to Section 3-4 for review procedure and Section 5-10 for standards);

4-701 D. Land Use Requiring Special Use Permits (Refer to Sections 3-6 for procedures and 5-10 for standards);

4-701 E. Minor Amendments to Special Use Permits (Refer to Section 3-4 for procedures and 5-10 for standards);

4-701 F. Land Use Code Amendments (Refer to Sections 3-6 for procedures and 5-1802 for standards) and County Master Plan Amendments (Refer to Sections 3-5 for procedures and C.R.S. Section 30-28-106 et seq. for standards);

4-701 G. Conditional Uses on Federal Lands (Refer to Sections 3-6 for procedures and 5-11 for standards);

4-701 H. Accessory Dwelling Unit (Refer to Sections 3-4 for procedures and 5-13 for standards);

4-701 I. Determination of Parking Requirements (Refer to Section 3-5 for procedures and Section 5-702 for standards);

4-701 J. Reduction in Highway Setbacks (Refer to Section 3-5 for procedures and Section 5-505 for standards);

4-701 K. Underground Electricity Transmission and Distribution Lines Carrying Less Than
115 Kilovolts (Refer to Section 3-4 for procedures and Section 5-709 for standards); and

4-701 L. Public Utilities Structures, Above Ground Electricity Transmission and Distribution Lines Longer Than 1,000 Feet, and Underground Electricity Transmission and Distribution Lines Carrying More Than 115 Kilovolts (Refer to Section 3-6 for procedures and Section 5-709 for standards).

4-701 M. Major Oil and Gas Facility Development (Refer to Section 3-6 and Section 5-26 for standards).

4-702 Application Contents

Development applications for activities categorized in Group II shall include the minimum submission contents for all land development applications listed in Section 4-2 and a written report demonstrating compliance with the review standards listed in Figure 4-1.

4-703 Public Utilities Structures and Underground and Above-ground Electricity Transmission and Distribution Lines

Applications for public utilities structures and underground and above ground electricity transmission and distribution lines shall contain the submission contents in this section in addition to the submission contents in Sections 4-701 K. and 4-701 L.

4-703 A. Summary of the effects of the proposed site selection and construction upon the natural and socio-economic environment for the impact area as applicable to submission requirements. Included should be an analysis of impacts upon agricultural productivity and agricultural resources.

4-703 B. Summary of major natural and socio-economic environmental constraints as they affect the site selection and construction of the facility as proposed.

4-703 C. Analysis of the long-term effects of the proposed site selection and construction upon the physical and socio-economic development of the impact area.

4-703 D. Justification of the proposed site selection and construction against present and alternative uses of the resources in the impact area.

4-703 E. Description of a program to minimize and mitigate adverse impacts and to maximize the positive impacts of the proposed site selection and construction. Bonding may be required to insure that environmental impacts are mitigated.

4-703 F. Analysis of non-structural alternatives as applicable.

4-703 G. Analysis of air and water pollution control alternatives.
4-703 H. Other information as required by the San Miguel County Planning Commission.

SECTION 4-8: SCENIC FOREGROUND REVIEWS

4-801 General

A land development application for the review of developments located partially or completely within the Scenic Foreground Overlay Zone District shall include the minimum submission contents for all land development applications in Section 4-2 and a written report explaining how an application complies with the applicable review standards in Section 5-316, Section 5-505 and Section 5-21. Refer to Section 3-4 or 3-5 for the review procedure. The additional information and/or materials in Section 4-802 shall be submitted.

4-802 Site Plan

An applicant shall submit a site plan of the subject site and proposed development on a topographic map with a scale not less than one inch equals four hundred feet (1" = 400').

SECTION 4-9: PLANNED UNIT DEVELOPMENT

4-901 General

A land development application for a PUD (Planned Unit Development) shall include the minimum submission contents for all land development applications in Section 4-2 and a written report explaining how the application complies with the applicable review standards in Section 5-14. Refer to Section 3-7 for the review procedure. The additional information and/or materials specified in this part of the Code shall be submitted.

4-902 Phasing Schedule

A sketch plan subdivision review shall include a phasing schedule that describes:

4-902 A. A phased submission of preliminary subdivision applications;

4-902 B. The parcels to be constructed upon in each phase and the submission date for each phase;

4-902 C. The number of dwelling units, tourist accommodation units or commercial square footage to be constructed within each phase;

4-902 D. A proposed schedule for the construction of other improvements or dedications to San Miguel County or public districts.
4-903 Architectural and Landscaping Plans

A preliminary subdivision review or, in the case of five-step reviews, the final plat subdivision review shall include:

4-903 A. An architectural site plan depicting elevation drawings of the proposed development from perspectives as specified by the Board of County Commissioners during the Sketch Plan review.

4-903 B. A landscaping plan depicting treatment of exterior spaces including the species of vegetation, their size and siting.

4-904 Listing of Proposed Land Uses

The application shall include a listing of proposed land uses and an explanation of the interrelationship of the land uses.
SAN MIGUEL COUNTY LAND USE CODE

ARTICLE 5

STANDARDS

5-319 Wright's Mesa (WM)

5-319 F. Uses Allowed Subject to One-Step Board of County Commissioner Review

I. Open Land Protection Subdivision Exemption for five or more lots (see Section 5-1207);

II. Logging Operations resulting in hauling of more than 300,000 board feet in any 12-month period beginning with commencement of hauling, in accordance with all provisions of Section 5-319 K. and 5-17; and

III. Wright's Mesa Subdivision Exemption for Wright's Mesa (for parcels 40 acres or larger for parcels one hundred fifty (150) acres or greater in size) to create a new parcel between two (2) and five (5) acres (see Section 5-1210).

5-319 G. Uses Allowed Subject to Two-Step Planning Commission and Board of Commissioners Special Use Permit Review (see Section 5-319 K.)

XI. Wright's Mesa Subdivision Exemption (for parcels thirty seven (37) acres or larger but less than one hundred fifty (150) acres) to create a new parcel between two (2) and five (5) acres (see Section 5-1210).
SECTION 5-7: IMPROVEMENTS

5-706 Monuments

5-706 A. Monumenting

I. In making a survey, the surveyor shall monument all corners, angle points and curve points in the exterior boundary of the subdivision; all lot corners, angle points and curve points within the interior of the subdivision; and all angle points and curve points in the right of way lines of all streets, alleys, easements or other lands to be dedicated for public use.

II. Monuments shall not be less substantial than 5/8-inch iron pins 18 inches long driven to a depth of 16 inches. Affixed to the monument shall be a metal tag stamped with the registration number of the surveyor.

I. Monuments shall be set at all corners, angle points, and points of curvature in the exterior boundary of the final plat, at all corners, angle points, and points of curvature within the interior of the final plat, and at all corners, angle points and points of curvature in the right-of-way lines of all streets or other parcels created for dedication for public use.

II. One or more witness corners or reference monuments may be set when a monument position falls on ground not suitable for a permanent monument. It is preferred to have witness corners set along a property line, and “WC” and the distance to the actual corner point shall be stamped on the metal cap. When a witness corner cannot be set along a property line, two or more reference monuments will be set with “RM” and the distance to the actual corner point shall be stamped on the metal cap.

III. Monuments shall not be less substantial than five-eights-inch (5/8”) iron rebar, eighteen (18) inches long, driven to a depth so that no more than four (4) inches protrudes above the ground. Affixed to the top of the monument shall be a durable metal cap stamped with the registration number of the surveyor.

IV. If a monument position falls in solid rock or concrete, a metal cap with an attached metal stem shall be drilled into the rock or concrete and set with epoxy, or a witness corner may be set in a more practical location along the property line.
5-706 B. Inspection and Installation

All monuments shall be subject to the inspection and approval of an authorized representative of the Board of County Commissioners and shall be either installed prior to recording of the final plat or included as part of the work to be completed under the agreement and improvement bond required in Section 5-902.

All monuments shall be either installed prior to recording of the final plat or included as part of the work to be completed under an Improvement Agreement and improvement bond per Section 3-12, Section 4-508, and Section 5-9.

SECTION 5-10: SPECIAL USES

5-1002 Standards for All Special Uses and Other Uses Requiring One-step and Two-step Review

All Uses requiring One-step and Two-step Review, except Oil and Gas Exploration and Development (Section 5-26), shall comply with the standards in this section.

5-1002 A. Consistency with Master Plan, Land Use Polices, Zone District and Neighborhood

The Use shall be:

5-1002 A.I. Consistent with the County Master Plan;

II. Consistent with County Land Use Policies in Article 2;

III. Consistent with the purpose of the Zone District in which it is proposed to be located;

IV. Consistent with and Compatible with the Character of the Neighborhood of the Parcel proposed for Development and surrounding land Uses, and may enhance the mixture of complimentary Uses and activities in the Neighborhood of the Parcel proposed for Development;

V. Necessary for public convenience at the proposed location; and
VI. Designed, located and proposed to be operated so that the public health, safety and welfare will be protected.

5-1002 E. The following must be addressed as part of any application:

I. A Site plan including:
   a. Ownership, Use and zoning of all adjacent Parcels;
   b. Driveways, streets and right-of-way, Access ways, including points of ingress, egress, parking plan;
   c. Recorded and apparent easements;
   d. Location and dimensions of Structures and Signs;
   e. Typical elevations/Heights of such Buildings;
   f. Landscaping;
   g. Topography;
   h. Specific areas proposed for specific types of land Use/the identification of specific land Uses; and
   i. Information regarding the function and characteristics of any Building or Use proposed, including: days and hours of operation, number of employees, number of students, number of rooms for rent, etc., as applicable;

II. Lighting plan;

III. Signs - all Signs must meet Section 5-704 standards;

IV. Water/sewer plan - must meet state standards and may include verification of a commercial well permit;

V. Drainage plan;

VI. Grading plan;

VII. Dust control plan;

VIII. Detailed engineered plans and specifications by a registered Colorado Professional Engineer as requested by staff or Referral Agents;
IX. Weed control plan that must include use of weed free hay or straw;
X. Wildlife Plan (see Section 5-407 A. XII.); and
XI. Additional permits as necessary from other agencies.

SECTION 5-12: SUBDIVISION EXEMPTIONS

5-1201 General

This Section establishes standards for the following subdivision exemptions:

5-1202 Correction of Survey Errors;
5-1203 Lot Line Adjustments;
5-1204 Parcels for Essential Community Facilities;
5-1205 Reversion to Acreage Plats;
5-1206 Agricultural Lands Lot Split;
5-1207 Open Land Protection;
5-1208 Fully Developed Residential Property;
5-1209 Single-lot Lot Split in an Existing Subdivision;
5-1210 Wright’s Mesa Subdivision Exemption;
5-1211 West End;
5-1212 Wright’s Mesa Open Land Protection; and
5-1213 Wright’s Mesa Essential Community Facilities & Parks; and
5-1214 Vacation of Lot Lines

5-1202 Correction of Survey Errors

A subdivision exemption to correct surveying or engineering errors may be permitted subject to compliance with standards in this section (refer to Sections 3-5 and 4-6 for procedures and submission contents).
5-1202 A. The correction shall be made to a recorded plat that has been approved by San Miguel County;

5-1202 B. The correction(s) increase(s) or do(es) not affect the degree of compliance with Code standards; and

5-1202 C. The revised final plat shall comply with the final plat submission contents (refer to Section 4-5) of Section 4-5.

5-1202 D. Nature and Purpose. The revised final plat shall have a statement explaining the reason for the revised plat to be prepared and filed.

5-1203 Lot Line Adjustments

A subdivision exemption to adjust a lot line between separately deeded adjacent parcels or lots under separate ownership may be permitted (refer to Section 3-5 and 4-6 for procedures and submission contents) provided that:

5-1203 A. The adjustment creates not more than the original number of lots or parcels.

5-1203 B. The purpose or effect of the lot line adjustment is not the creation of a new lot or parcel (that is, one substantially different in size or dimensions) for development or resale purposes.

5-1203 C. In the case of conforming lots and parcels, any resulting lot or parcel shall conform to the minimum requirements for area and width established by the provisions of the Code.

5-1203 D. In the case of a nonconforming size lot or parcels, any resulting lot or parcel shall not increase in nonconformity.

5-1203 E. The applicant shall prepare a subdivision exemption lot line adjustment map (final plat).

I. The requirements for a final plat will vary according to whether all of the lots, tracts or streets in the application meet the definition of “Platted Subdivision” per C.R.S. 38-51-102(15).

II. For an application that has all of the lots, tracts or streets that meet the definition of “Platted Subdivision” per C.R.S. 38-51-102(15), the applicant shall prepare a final plat in compliance with Sections 4-502, 4-503 and 4-504, and comply with the additional requirements in Section 5-1203 F.

III. For an application that has one or more of the lots, tracts or streets
that does not meet the definition of “Platted Subdivision” per C.R.S. 38-51-102(15), the applicant shall prepare a final plat in compliance with the requirements in Sections 4-502 A. through 4-502 I, inclusive; Section 4-504; Section 5-1203 F; and comply with the additional requirements of Section 5-1203 G.

5-1203 F. Lots, Tracts and Streets that are a “Platted Subdivision” per C.R.S. 38-51-102(15):

I. Tract Border

The new agreed-upon common boundary lines of the final plat shall be designated by a heavy solid line and labeled as “Boundary Line by Agreement of Adjoiners” or similar language. The previous common boundary lines that are no longer applicable should be indicated by a less prominent dashed or background line type and labeled as “vacated lot line” or similar language. Such lines shall not interfere with the legibility of figures or other data.

II. Lot Numbering

All lots or tracts of the final plat that are part of an approved and recorded plat in the office of the Clerk and Recorder shall be indicated with a new lot number that is a slight variation to the old lot number. For example, Lots 1 and 2 can be redesignated as Lots 1A and 2A.

III. Streets

a. All streets having a lot line adjustment on the final plat shall be named exactly with the same name as existed previous to the lot line adjustment.

b. All County Roads that are within the legal description being finally platted shall be dedicated to San Miguel County on the final plat. All public roads within the legal description being finally platted shall dedicate an easement for public road right-of-way.

IV. Monument Data

Monuments that marked the previous common boundary and are no longer applicable after the lot line adjustment is approved and recorded shall be tied to the survey with dimensions and be indicated on the plat as removed from the ground. Monuments so indicated shall be actually removed.
V. Owner’s Certificate (to be used in lieu of Section 4-503 A)

A certificate signed and acknowledged by all parties having any record title interest in the land described in the legal description per Section 4-502 L., consenting to the preparation and recordation of said plat, shall be worded substantially as follows:

Owner’s Certificate

Know all persons by these presents:
That (name of owner(s) of record), being the owner(s) of the land described at Reception No. _____ in the office of the Clerk and Recorder, further described as follows:
(insert legal description of the first parcel, previous to the lot line adjustment)

That (name of owner(s) of record), being the owner(s) of the land described at Reception No. _____ in the office of the Clerk and Recorder, further described as follows:
(insert legal description of the second parcel, previous to the lot line adjustment),

(repeat as necessary for each owner)

under the name of (Title of final plat per Section 4-502 E., in capital letters), do hereby agree upon the property lines as set forth hereon and do further grant, sell and convey to the other owners such of their real property as may lie on the other party’s side of the boundary lines set forth on this plat and do hereby agree that the boundary lines as shown on this plat are the boundary lines by agreement of adjoiners pursuant to the provisions of C.R.S. 38-44-112.

VI. Licensed Surveyor (to be used in lieu of Section 4-503 C)

A certificate by the Colorado licensed surveyor responsible for the survey and final plat, to which shall be affixed the surveyor's official seal:

Land Surveyor’s Certificate

I, (printed name of Land Surveyor, indicating firm affiliation, if any) being a Colorado Licensed Surveyor, do hereby certify that this plat and survey of (Title of final plat per Section 4-502 E., in capital
letters) was made by me or under my responsible charge in compliance with the applicable provisions of the San Miguel County Land Use Code and Title 38, Article 51, C.R.S., and that both are true and accurate to the best of my knowledge and belief. I further certify that all monuments were set in the ground as required by San Miguel County Land Use Code section 5-1203 and Article 51 of Title 38, C.R.S. and that all monuments were removed from the ground as required by San Miguel County Land Use Code section 5-1203 F. III.

(signature)________________________________
P.L.S. No. ___________ Date

VII. Nature and Purpose

The final plat shall have a statement explaining the reason for the final plat to be prepared and filed.

5-1203 G. Lots, Tracts and Streets that are not a “Platted Subdivision” per C.R.S. 38-51-102(15)

I. Land Survey Plat

A complete land survey and monumentation of the final plat boundary for any of the lots, tracts or streets that meet the definition of “platted subdivision” per C.R.S. 38-51-102(15) is required, which shall include all information necessary to comply with the requirements of C.R.S. 38-51-106. A complete land survey and monumentation of the boundary for any of the lots, tracts or streets that do not meet the definition of “platted subdivision” per C.R.S. 38-51-102(15) is not required, and the survey of such lots, tracts or streets does not need to comply with the requirements of C.R.S. 38-51-106. A complete land survey and monumentation of the new agreed-upon boundary line is required. Final plats shall include all information listed in the requirements of C.R.S. 38-51-106 (a),(e),(g) (h) and (l).

II. Legal Description

A legal description of the land to be final platted shall be indicated in the Owner’s Certificate (see Section 5-1203 F. V.). The description may utilize generally accepted methods to describe the land being final platted such as aliquot, proportional, metes and bounds, or lot, block and subdivision formats.

III. Lot Numbering
All lots or tracts of the final plat which are part of an approved and recorded plat in the office of the Clerk and Recorder shall be indicated with a new lot number that is a slight variation to the old lot number. For example, Lots 1 and 2 can be redesignated as Lots 1A and 2A. Parcels that are not part of an approved and recorded plat in the office of the Clerk and Recorder shall be labeled with the owner’s name and deed recording information. Patented mining claims shall also indicate the claim name and mineral survey number.

IV. Monument Data

a. The accurate location and description of all monuments, both found and set, which mark the boundaries of any of the lots, tracts or streets that meet the definition of “platted subdivision” per C.R.S. 38-51-102(15) shall be shown on the final plat. The accurate location and description of all monuments, both found and set, which mark the boundaries of the new agreed-upon common boundary lines shall be shown on the final plat, and all control monuments used in conducting the survey shall be shown.

b. Monuments shall comply with the requirements pursuant to C.R.S. 38-51-104 and 38-51-105 and to Rules of the State Board of Registration for Professional Engineers and Professional Land Surveyors, and conform to the standards of Section 5-706 of the Land Use Code.

c. Monuments shall be set at all corners, angle points, and points of curvature on the boundaries of any of the lots, tracts or streets that meet the definition of “platted subdivision” per C.R.S. 38-51-102(15), and at all corners, angle points, and points of curvature of the new agreed-upon boundary line of the final plat.

d. Any conflicting boundary evidence for the boundaries of any of the lots, tracts or streets that meet the definition of “platted subdivision” per C.R.S. 38-51-102(15) shall be shown. Any conflicting boundary evidence for the terminus at each end of the new agreed-upon boundary lines shall be shown.

V. Lot Dimensions

a. Sufficient data must be shown to readily determine the dimensions of lots, tracts or streets that meet the definition
of “platted subdivision” per C.R.S. 38-51-102(15), and for
the new agreed-upon common boundary line with respect to
each of the lots, tracts, parcels or streets being modified.

b. Dimensions of lines shall be shown in feet and hundredths
of a foot. All bearings and central angles shall be shown to
the nearest second. The dimensions shown around the
perimeter of all lots, tracts and streets that meet the definition
of “platted subdivision” per C.R.S. 38-51-102(15) must
close within a tolerance of 0.02 feet.

c. New agreed-upon common boundary lines and boundary
lines for lots, tracts or streets that meet the definition of
“platted subdivision” per C.R.S. 38-51-102(15), must show
ties to any controlling monuments used in the boundary
survey.

d. Sufficient data for all curves that are dimensioned shall be
shown to enable establishment of curves on the ground. Such
data shall include radius, central angle and arc length for
each tangential circular curve. In addition, non-tangential
circular curves that are dimensioned shall be indicated as
such and shall also include the long chord bearing and chord
length. Inclusion of a curve data chart is optional.

VI. Easements

a. For lots, tracts or streets that meet the definition of “platted
subdivision” per C.R.S. 38-51-102(15), the final plat shall
show the location, width and dimensions of all recorded
easements to which such lots, tracts or streets are subject,
and also show any apparent easements, not of record. For
lots, tracts or streets that do not meet the definition of
“platted subdivision” per C.R.S. 38-51-102(15), the final
plat does not need to show recorded or apparent easements
to which such lots, tracts or streets are subject.

b. Apparent easements, not of record, which intersect the new
agreed-upon common boundary line shall be noted on the
plat.

c. Easements shown that are recorded must be clearly labeled
with a reference to the document of record.

d. If an easement is being created by the final plat, proper
language for the creation of such easement including the
beneficiaries and purposes for said easement shall be set out in the Owner’s Certificate.

e.  Easements shall be indicated with dashed or other broken line types, not as a solid line type similar to lot or boundary lines.

f.  Dimension and tie all easements that are being created by the final plat. Sufficient ties are required to definitely locate the easements with respect to each lot, tract or right-of-way on the final plat. Easement ties along the sidelines of lots must be shown in a manner that will not cause confusion with lot dimensions.

VII. Certificates and Acknowledgements

At a minimum, the certificates and acknowledgements from Section 5-1203 F. V., VI. and VII., and Section 4-503 B., D., F., G., H., I., L. and J. shall be required on the final plat, shall be placed on the first page of the final plat and shall be worded substantially as described in each Section.

5-1203 H. Waiver of Requirements

If unusual circumstances warrant, a waiver of any of the requirements of Sections 5-1203 E., 5-1203 F. or 5-1203 G. can be obtained if approved by the Planning Director and the County Surveyor.

5-1204 Parcels for Essential Community Facilities

The subdivision of land for essential governmental and community facilities is exempt from the subdivision regulations of this Code, provided that development occurs in compliance with the standards in this section and prepare a final plat in compliance with the requirements in Section 4-5 the submission contents for preparation of a final plat in Section 4-5 (Refer to Sections 3-5 for procedures and 4-6 submission contents).

5-1204 A. To qualify for an exemption the proposed use or activity must:

I.  Provide a basic or fundamental public service upon which the community is dependent for support;

II.  Be available to the general public;

III.  Serve primarily the local community; and
IV. Provide facilities in response to growth, while not generating growth.

5-1204 B. Mitigation of Service Demands

An applicant for the exemption shall demonstrate the mitigation of demands for:

I. Additional affordable housing;

II. Transportation services and parking; and

III. Basic services such as water supply, sewage treatment, fire and police protection and solid waste disposal.

5-1204 C. Mitigation of Environmental Impacts

An applicant shall demonstrate the development has negligible adverse impacts on:

I. Air quality;

II. Water, land and energy resources; and

III. Scenic quality.

5-1205 Reversion to Acreage Plats

Reversion to Acreage Plats are exempt from subdivision provided they are in compliance with the standard in this section (Refer to Sections 3-5 for procedures and 4-6 submission contents):

5-1205 A. The lots, tracts, parcels or streets being reverted to acreage will permanently be removed from the platted subdivision that it was a part of. All previous development rights associated with the parcel according to the previous subdivision will be extinguished, and the new parcel will have the development rights associated with one parcel in the zone district to which it will revert. A reversion to acreage is permanent and cannot be undone at a later date.

5-1205 AB. An applicant must submit a certificate from a licensed surveyor attesting to the correctness of the plat, prepare a final plat in compliance with the requirements in Section 4-5 and comply with the following additional requirements:

I. Lot Numbering
Additions are in red underline. Deletions are in red strikethrough.

(Replaces 4-502 M.) The lots, tracts, parcels or streets being reverted to acreage shall indicate a new parcel name that is different than the former subdivision lot, tract, parcel or street name. The former subdivision lot, tract, parcel or street name shall also be indicated in parenthesis and designated as “former lot (or tract, parcel, street)”.

II. Streets

Any private streets that will become public roads upon being reverted to acreage, shall dedicate an easement for public road right-of-way.

5-1206 Agricultural Land Lot Split

Land in the Forestry, Agriculture and Open (F) Zone District may be subdivided once to create one (1) single-family residential building lot, provided such development occurs in compliance with the standards in this section:

5-1206 A. The land must have been continuously held in the same ownership since April 6, 1972;

5-1206 B. The parcel to be created will not be less than two (2) acres in size;

5-1206 C. The fathering parcel has not been subdivided since April 6, 1972;

5-1206 D. The exemption parcel has a reasonable building site;

5-1206 E. The site will be served with electric power, an approved water system, waste disposal and a public access road at least thirty (30) feet in width;

5-1206 F. The fathering parcel contains at least seventy (70) acres;

5-1206 G. The parcel shall constitute a bona fide and on-going agricultural operation; and

5-1206 H. The applicant has prepared a final plat in compliance with the submission contents requirements in Section 4-5.

5-1207 Open Land Protection (OLP)

5-1207 E. Submittal Requirements
I. In addition to the minimum contents of all Land Development Applications in Section 4-2, an applicant shall submit:

a. A site plan, as required by Section 4-208, that identifies:

i. property boundaries;

ii. lot lines for developed parcels;

iii. open space parcel boundaries;

iv. existing structures;

v. roads and driveways that comply with the applicable standards of Section 5-5;

vi. site constraints including flood plains, streams, wetlands, slopes over thirty (30) percent, wildlife habitat, unique plant communities and irrigated lands; and (vii)building envelopes, if necessary to demonstrate compliance with applicable review standards.

b. A final plat in compliance with the requirements in Section 4-5.

c. Either plans for a well water supply and sewage disposal plan that complies with Sections 30-28-101, 30-28-401 et seq. and 37-92-602 C.R.S. or, if applicable, a community water supply system;

d. Identification of the entity (entities) (private landowner(s), a homeowners association, non-profit organization or government entity) that will have legal responsibility for managing and maintaining private roads and the restricted open land parcels; and

d. A copy of both a plat note and either a conservation easement, deed restriction, or other covenant that restricts development on the open space parcel and names San Miguel County as a beneficiary. The restriction shall apply in perpetuity; however, after a minimum of forty (40) years, the owner of the open space parcel may request through two-step Planning Commission and Board of County Commissioners review to remove or modify the restriction. The Board of Commissioners may only release the
restriction upon a finding that the purposes of the restriction can no longer be fulfilled either due to Land Use Code and/or Master Plan amendments or to change in surrounding development patterns and the Planning Commission and the Board of Commissioners shall consider any testimony offered by homeowners in the vicinity of the subject parcel. If the restriction is released, use of the subject parcel shall be governed by all applicable County regulations for the underlying Zone District.

5-1208 Fully Developed Residential Property

The Board of Commissioners may grant a subdivision exemption for the purpose of subdividing property already developed for residential uses to or in excess of the maximum density allowed under current zoning. Such exemptions may be granted regardless of whether development occurred under existing zoning or prior zoning, provided that the lots and uses are now nonconforming, and provided that the development was achieved legally, in conformance with zoning at the time of development and not for the purpose of avoiding subdivision or other land use regulations. The maximum number of lots that may be created by such exemption may not be greater than the total number of existing detached structures containing housing units on the property.

The applicant shall prepare a final plat in compliance with the requirements in Section 4-5.

5-1209 Single-lot Split in an Existing Subdivision

The Board of Commissioners may grant a Subdivision Exemption for the purpose of splitting an individual lot in an existing County-approved Subdivision and/or Planned Unit Development under which such lot was approved for multiple units. Such exemption may be granted only for the purpose of creating separate parcels; no change of zoning, use, density, mass and scale and/or other applicable lot restriction may be considered. The lot split must meet all basic water system, sewage system, access, survey and final plat requirements set forth in the Land Use Code.

The applicant shall prepare a final plat in compliance with the requirements in Section 4-5.

5-1210 Wright's Mesa Subdivision Exemption

5-1210 A. Purpose

The Wright’s Mesa Subdivision Exemption is intended to encourage and retain agriculture on Wright’s Mesa by allowing a landowner to create a
small parcel and home site for a family member or long-time employee, or
to generate cash to finance an on-going agricultural operation. The
exemption provides an alternative to creating or dividing a 35-acre parcel
from the larger agricultural or ranch parcel.

5-1210 B. Applicability
A person or landowner is entitled to one (1) exemption on a parcel from the
San Miguel County Subdivision Regulations for the purpose of creating a
lot for one (1) single-family residence and allowed accessory uses, provided
the applicant demonstrates to the satisfaction of the Board of County
Commissioners that the exemption is consistent with the purpose statement
in 5-1210 A. and if applicable, the review standards in 5-1210 C.

I. Such exemption may be granted by the BOCC through the one-step
review process for parcels one hundred fifty (150) acres or greater
in size with an existing single-family dwelling; or

II. Such exemption shall be reviewed for compliance with the
applicable standards through the two-step review process for parcels
that are greater than thirty seven (37) acres in size but less than one
hundred fifty (150) acres in size.

5-1210 C. Review Standards

I. The review standards for a subdivision exemption on parcels less
than one hundred fifty (150) acres include the following:

la. An existing single-family dwelling exists on the property;

lb. The proposed parcels may not be less than thirty five (35)
acres and two (2) acres, respectively and the smaller
proposed parcel shall not be larger than five (5) acres;

lc. The water supply for the new parcel shall be connected to
and be served by a tap provided by the Norwood Water
Commission;

ld. The new parcel shall be located within non-productive
agricultural land (i.e., a dry land area);

le. The proposed subdivision exemption will promote
continued crop irrigation and/or viable agriculture;

lf. Neither of the parcels shall be dependent on water hauled
from off-site;
VIIg. The dwelling on the new parcel shall be located within three hundred (300) feet of the dwelling on the original parcel; and

VIIIh. The subdivision shall be consistent with the purpose and intent of the Wright’s Mesa Subdivision Exemption.

II. The review standards for a subdivision exemption on parcels one hundred fifty (150) acres or greater include the following:

a. The smaller proposed parcel shall not be less than two (2) acres and shall not be larger than five (5) acres;

b. The adequacy of water supply for the single-family residential use to be located on the new parcel shall be demonstrated.

c. The new parcel shall be located within non-productive agricultural land (i.e., a dry land area);

d. The proposed subdivision exemption will promote continued crop irrigation and/or viable agriculture;

e. The subdivision shall be consistent with the purpose and intent of the Wright’s Mesa Subdivision Exemption.

5.1210 D. Submittal Requirements

An application for the Wright’s Mesa Subdivision Exemption shall be submitted to the Planning Department and shall include a plat that conforms to the Final Plat submission requirements of Section 4-5. In addition, the application shall include a statement demonstrating the adequacy of the water supply for the single-family residential use to be located on the new parcel, and compliance with all applicable review standards. The applicant shall prepare a final plat in compliance with the requirements in Section 4-5.

5-1211 West End

5-1211 A. Recognizing that the continued viability of agriculture hinges on a complex array of technical skills, long and intense periods of physical effort by entire families, and a high level of financial risk, and recognizing that the number of full-time farm and ranch families are declining resulting in the need for ranchers and farmers to hold additional jobs, with agriculture being practiced on smaller parcels, the Board of Commissioners may grant a Subdivision Exemption in the West End (WE) Zone District for the purpose of creating four (4) or fewer additional new parcels, each three (3) acres or larger, from a single original parcel. None of these parcels are eligible for
further subdivision or subdivision exemption.

5-1211 B. The applicant shall prepare a final plat in compliance with the requirements in Section 4-5.

5-1211 C. An application must be submitted to the Planning Department that includes proof of adequate water supply, and a plat that conforms to the Final Plat submission requirements of Section 4-5. The plat must include a note citing the guidelines listed in LUC Section 5-320 J. II. a., b. and c.

5-1211 D. The applicant must show proof of adequate water supply.

5-1212  Wright’s Mesa Open Land Protection (WMOLP) Subdivision Exemption

5-1212 A. Purpose and Intent
The purpose and intent of the WMOLP subdivision exemption is to provide landowners in the WMRA zone district with an alternative way to obtain equity from their land and encourage a more compact form of development that retains rural character, scenic views, productive agricultural lands, and biological diversity. The WMOLP subdivision exemption employs an expedited review process that is easier to use than the standard subdivision process. This subdivision exemption encourages a pattern of development that retains the rural character of Wright’s Mesa by encouraging smaller lots in a concentrated pattern while maintaining in perpetuity the rest of the land in its open, natural, and productive condition. The process is an alternative to conventional 35-acre development that is exempt from state and county subdivision regulations. It encourages the sensitive location of lots and home sites and careful design of roads, structures, and fences to protect important scenic landscapes, agricultural and ranching lands, riparian areas, wetlands, wild flora, and critical wildlife habitats.

Above examples:  (a) Standard 35-Acre subdivision with four 40-acre lots carved out of a 160-acre parcel, and (b) Amended OLP with four 5-acre lots within 160-acre parcel with 140 acres conserved. (Note: This example does not show the extra bonus lot.)
5-1212 B. Applicability
I. The WMOLP subdivision exemption is limited to the WMRA zone district.

II. A minimum of seventy (70) acres is required for use of this WMOLP subdivision exemption.

III. This WMOLP subdivision exemption shall not apply to any land already encumbered by any conservation easement or other permanent restriction prohibiting development or otherwise eliminating density.

VI. The WMOLP subdivision exemption shall not apply for parcels located entirely within the Gunnison Sage-grouse Habitat Overlay or within the Wright’s Mesa Source Water Protection Area Overlay.

5-1212 C. Allowed Density
I. Allowed density is based on the percentage of protected open space land set aside on the parcel. The more land that is conserved, the greater the allowed lot bonus as follows.

<table>
<thead>
<tr>
<th>Protected Open Land</th>
<th>Lot Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>70%</td>
<td>50%</td>
</tr>
<tr>
<td>80%</td>
<td>100%</td>
</tr>
<tr>
<td>90%</td>
<td>150%</td>
</tr>
</tbody>
</table>

II. No fraction of a residential lot may be counted in the bonus calculation.

III. Secondary dwelling units are permitted in WMOLP only if a central water and sewer system and/or water augmentation plan is used.

VI. The total density of all residential units on a parcel, including secondary dwelling units, shall not exceed three (3) units per thirty five (35) acres.

5-1212 D. Review Standards
I. The site plan and layout shall, to the maximum extent feasible:
   a. Minimize development on open, exposed portions of the landscape;
b. Locate development in one or more compact area(s) and utilize a design character compatible with the rural landscape;

c. Protect irrigated hay and pasture land;

d. Protect wetlands, riparian areas, unique plant communities, critical wildlife habitat, and natural features, and landmarks;

e. Minimize development on ridgelines and along Highway 145 in the view corridor;

f. Minimize development in high fire hazard areas;

g. Minimize road and utility infrastructure and potential burden on County services;

h. Consolidate driveways to minimize driveway cuts along county roads;

i. Minimize tree, vegetation, and soil disturbance or removal and avoid scarring of hillsides with roads/utilities;

j. Minimize visual and noise impacts on neighbors; and

k. Demonstrate that any individual cluster greater than ten (10) units is compatible with the natural topography and landscape and will not cause adverse impacts on surrounding areas.

II. The minimum lot size is two (2) acres unless Norwood water and sewer are utilized.

III. A single open space parcel shall be designated. Such open space parcel may be owned by private landowner(s), a homeowners association, non-profit organization or government entity. Activities permitted by right on the open space parcel shall be
limited to agricultural and ranching operations and associated structures, and non-commercial outdoor recreation. Special Use Permit activities may be considered on the open space parcel pursuant to the Table of Allowed Uses and general and use-specific standards.

IV. The application shall meet all basic water system, sewage system, access and survey requirements set forth in this Land Use Code.

V. If a well water supply system is proposed, the application must comply with Sections 30-28-101, 30-28-401 et seq., and 37-92-602 C.R.S. (concerning water well permits in cluster developments), including demonstration of at least two-thirds contiguous open space.

VI. Development of a WMOLP may be phased in accordance with an approved plan submitted by the applicant.

5-1212 DE. Submittal Requirements

I. In addition to the minimum contents of all Land Development Applications in Section 4-2, an applicant shall submit:

a. A site analysis map that identifies:
   i. Roads, trails, utility all apparent easements, existing recorded easements, and rights-of-way;
   ii. Topography (slopes over 30 percent and ridgelines);
   iii. Streams, floodplains, ditches, source water protection area, and wetlands;
   iv. Gunnison Sage-grouse habitat;
   v. Geologic hazard areas;
   vi. Irrigated lands;
   vii. Adjacent public lands;
   viii. Existing conservation easements or protected lands;
   ix. Adjacent property lot sizes, setbacks, and building sizes;
   x. Built features, including driveways, farm roads, buildings, fences, walks, barns or sheds, drainage fields, utilities and utility easements; and
   xi. Historically and culturally significant sites or structures.

b. A site plan, as required by Section 4-208, that identifies:
   i. Property boundaries;
   ii. Lot lines for developed parcels;
   iii. Open space parcel boundaries;
   iv. Existing structures;
v. Roads and driveways that comply with the applicable standards of Section 5-5;
vi. Site constraints listed in subsection a above; and
vii. Building envelopes, if necessary to demonstrate compliance with applicable review standards.

c. An open space parcel map that includes:
i. Contiguity with adjacent open lands, conservation areas, and agriculture lands;
ii. Unique natural, historic, or cultural site features (including wildlife habitat area, watershed protection);
iii. A minimum buffer of 100 feet between any residential structure and adjacent agricultural activities or open lands; and
iv. A minimum buffer for residential lots of 100 feet along county roads or along Highway 145.

d. Either plans for a well water supply and sewage disposal plan that complies with Sections 30-28-101, 30-28-401 et seq., and 37-92-602 C.R.S., or if applicable, a community water supply system;

e. Identification of the entity (entities) (private landowner(s), a homeowners association, non-profit organization or government entity) that will have legal responsibility for managing and maintaining private roads and the restricted open land parcels; and

f. A copy of both a plat note and either a conservation easement, deed restriction, or other covenant that restricts development on the open space parcel and names San Miguel County as a beneficiary. The restriction shall apply in perpetuity; however, after a minimum of 40 years, the owner of the open space parcel may request through two-step Planning Commission and Board of County Commissioners review to remove or modify the restriction. The Board of Commissioners may only release the restriction upon a finding that the purposes of the restriction can no longer be fulfilled either due to Land Use Code and/or Master Plan amendments or to change in surrounding development patterns and the Planning Commission and the Board of Commissioners shall consider any testimony offered by homeowners in the vicinity of the subject parcel. If the restriction is released,
use of the subject parcel shall be governed by all applicable County regulations for the underlying Zone District.

g. The applicant shall prepare a final plat in compliance with the requirements in Section 4-5.

5-1212 EF. Review Process

I. Projects with ten (10) or fewer lots shall be reviewed administratively, and projects with eleven (11) or more than 10 lots will require one-step Board of County Commissioners review.

a. Administrative Review (10 or fewer lots):
   i. Pre-application Conference Summary prior to submittal to review WMOLP concept and site-specific information;
   ii. Application may be referred to the County Road Superintendent, County Environmental Health Official, County Engineer, Colorado Division of Water Resources, Colorado Parks and Wildlife and/or other applicable agencies;
   iii. Notification by the applicant of all landowners within 300 feet of the subject property pursuant to Section 3-9; and
   iv. Planning Director action.

b. One-Step Board of Commissioners Review (more than 10 lots):
   i. Pre-application Conference Summary (see above);
   ii. Application referred (see above);
   iii. Optional conceptual work session with the Board of County Commissioners and staff prior to applicant submitting engineering and survey drawings;
   iv. Notification of adjacent landowners; and
   v. Board of Commissioner review at a scheduled public meeting.

5-1213 Wright’s Mesa Essential Community Facilities & Parks

A parcel thirty-five acres in size, or larger, a portion of which is to be used for an Essential Community Facility, as defined in Section 5-319 K., is eligible for an exemption from the San Miguel County Subdivision Regulations for the purpose of creating and/or acquiring a less than 35-acre parcel for essential governmental and community services within the Norwood Master Plan Area as identified in the Wright’s Mesa Master Plan. This Essential Community Facility Subdivision Exemption for property within the Norwood Master Plan Area may also allow the seller to retain the development rights on a fifteen (15) acre or
larger parcel but less than 35-acre parcel, that is not the parcel on which the essential community facility is to be located, where San Miguel County recognizes such parcel of property for development purposes, zoning, and under Colorado law as if it were 35-acres.

The subdivision of land for a Park, as defined in Article 6, is exempt from the San Miguel County Subdivision Regulations for the purpose of creating and/or acquiring a less than 35-acre parcel for a Park site. The minimum lot area for a Park in the WMRA Zone district shall be established through the One-step Special Use Permit Review for the proposed Park use.

The subdivision exemption for a WM Essential Community Facility or Park is subject to compliance with Section 3-5 procedures, preparation of a Subdivision Exemption Plat pursuant to Section 4-5, and the submission contents in Section 4-6.

5-1213 A. To qualify for a Wright’s Mesa Essential Community Facilities & Park Subdivision Exemption the applicant must also apply for and obtain approval of the proposed Essential Community Facility or Park in accordance with the applicable Wright’s Mesa Zone District Standard set forth in Land Use Code Section 5-319 Wright’s Mesa Zone Districts and must meet the General Standards in 5-319 as well as the Use-Specific standards for the proposed use.

5-1213 B. The applicant shall prepare a final plat in compliance with the requirements in Section 4-5.

5-1214 Vacation of Lot Lines
A subdivision exemption to vacate lot lines may be permitted subject to compliance with standards in this section.

5-1214 A. To vacate a lot line(s), two or more lots, tracts, parcels or streets will permanently merge into one parcel. All previous development rights for two or more parcels will be extinguished, and the new parcel will have the development rights associated with one parcel. A lot line vacation and merger of lots, tracts, parcels or streets is permanent and cannot be undone at a later date.

5-1214 B. To vacate a lot line(s), the lots, tracts, parcels or streets need to be in the exact same ownership name.

5-1214 C. To vacate lot lines, contiguity between the lots, tracts, parcels or streets being merged must exist with no gaps between them.

5-1214 D. Final Plat

I. The requirements for a final plat will vary according to whether all of the lots, tracts or streets in the application meet the definition of
II. For an application that has all of the lots, tracts or streets that meet the definition of “Platted Subdivision” per C.R.S. 38-51-102(15), the applicant shall prepare a final plat in compliance with Sections 4-502, 4-503 and 4-504, and comply with the additional requirements in Section 5-1214 E.

III. For an application that has all of the lots, tracts or streets that do not meet the definition of “Platted Subdivision” per C.R.S. 38-51-102(15), the applicant shall prepare a final plat in compliance with the requirements in Sections 4-502 A. through 4-502 I, inclusive; Section 4-503 A., B., D., E., F., G., H., and J.; Section 4-504; Section 5-1214 E. I.; Section 5-1214 E. III. through 5-1214 E. VI., inclusive; and comply with the additional requirements of Section 5-1214 F.

5-1214 E. Lots, Tracts and Streets that are a “Platted Subdivision” per C.R.S. 38-51-102(15)

I. Tract Border

The perimeter boundary lines of the new parcel shall be designated by a heavy solid line. The previous boundary lines which are being vacated and are no longer applicable, should be indicated by a less prominent dashed or background line type and labeled as “vacated lot line” or similar language. Such lines shall not interfere with the legibility of figures or other data.

II. Lot Numbering

The new merged lots or tracts of the final plat which are part of an approved and recorded plat in the office of the Clerk and Recorder shall be indicated with a new lot number that is a slight variation to the old lot number. For example, the new lot created by the vacation of the common lot line between Lots 1 and 2 can be redesignated as Lot 1A. The former lot numbers shall be indicated in background text or parenthesis and labeled as “Former Lot____.”

III. Streets

All streets having a lot line vacation on the final plat shall be named exactly with the same name as existed previous to the lot line vacation.

IV. Monument Data
Monuments that marked the vacated lot line and are no longer applicable after the lot line vacation is approved and recorded, shall be tied to the survey with dimensions, indicated on the plat as removed from the ground and actually removed from the ground.

V. Owner’s Certificate

(Replaces Section 4-503 A. I.) A certificate signed and acknowledged by all parties having any record title interest in the land described in the legal description per Section 4-502 L., consenting to the preparation and recordation of said plat, shall be worded substantially as follows:

Know all persons by these presents:
That (name of owner(s) of record), being the owner(s) of the land described at Reception No. _____ (or Book and page No.) in the office of the Clerk and Recorder, further described as follows:

(insert legal description of the first parcel, previous to the lot line vacation)

AND

(Insert legal description of the second parcel, previous to the lot line vacation).

(repeat as necessary for each parcel)

under the name of (Title of final plat per Section 4-502 E., in capital letters), has vacated the common parcel lines and merged the parcels as shown on this plat.

VI. Licensed Surveyor

A certificate by the Colorado licensed surveyor responsible for the survey and final plat, to which shall be affixed the surveyor's official seal:

Land Surveyor’s Certificate:

I, (printed name of Land Surveyor, indicating firm affiliation, if any) being a Colorado Licensed Surveyor, do hereby certify that this plat and survey of (Title of final plat per Section 4-502 E., in capital letters) was made by me or under my responsible charge in compliance with the applicable provisions of the San Miguel County
Additions are in **red underline**. Deletions are in **red strikethrough**.

Land Use Code and Title 38, Article 51, C.R.S., and that both are true and accurate to the best of my knowledge and belief. I further certify that all monuments were set in the ground as required by San Miguel County Land Use Code section 5-1203 and Article 51 of Title 38, C.R.S. and that all monuments were removed from the ground as required by San Miguel County Land Use Code section 5-1214 E. IV.

(signature) _______________________________________

P.L.S. No. __________________________ Date

5-1214 F. Lots, Tracts and Streets that are not a “Platted Subdivision” per C.R.S. 38-51-102(15)

I. Land Survey Plat

Final plats do not need to meet the requirements of a Land Survey Plat per C.R.S. 38-51-106, but shall include all information listed in the requirements of C.R.S. 38-51-106 (a),(e),(g),(h) and (l).

II. Legal Description

A legal description of the land to be final platted, shall be indicated in the Owner’s Certificate (see Section 5-1214 E.V.). The description may utilize generally accepted methods to describe the land being final platted such as aliquot, proportional, metes and bounds, or lot, block and subdivision formats.

III. Lot Numbering

Parcels that are not part of an approved and recorded plat in the office of the Clerk and Recorder shall be labeled with the owner’s name and deed recording information. Patented mining claims shall also indicate the claim name and mineral survey number. The former lot numbers or designations shall be indicated in background text or parenthesis and labeled as “Former ____.”

IV. Monument Data

a. Monuments are not required to be set around the perimeter boundary of the newly merged parcel(s).
b. Monuments that demonstrate the contiguity of two lots, tracts, parcels or streets may be required to show or clarify this situation.
c. Monuments that marked the vacated lot line and are no longer applicable after the lot line vacation is approved and recorded.
shall be indicated on the plat as removed from the ground, and actually removed from the ground.

V. Lot Dimensions

a. If needed, sufficient data must be shown to readily determine the contiguity of the lots, tracts, parcels or streets being merged. Measured dimensions of lines shall be shown in feet and hundredths of a foot. All measured bearings and central angles shall be shown to the nearest second.

b. When available, record deed or survey plat dimensions shall be shown around the perimeter of each lot, tract, parcel or street being merged, with reference to the document of record. Unsurveyed aliquot parts of sections and other unusually large parcels may omit this requirement.

VI. Easements

a. Recorded and/or apparent easements are not required to be shown on the final plat. If the owner wishes not to show recorded and/or apparent easements on the final plat, a statement must be made on the final plat that indicates the owner did not want rights-of-way and easements shown.

b. Recorded and apparent easements may be shown on the final plat, and if research for recorded rights-of-way and easements is done by someone other than the professional land surveyor who prepares the final plat, a statement is required which states the source from which such recorded rights-of-way and easements were obtained.

c. Easements shown that are recorded must be clearly labeled with a reference to the document of record.

d. Easements shall be indicated with dashed or other broken line types, not as a solid line type similar to lot or boundary lines.

VIII. Certificates and Acknowledgements

At a minimum, the certificates and acknowledgements from Section 5-1214 E. V. and VI, and Section 4-503 A., B., D., F., G., H., J., and L. shall be required on the final plat. The certificates and acknowledgements shall be placed on the first page of the final plat and shall be worded substantially as described in each Section.

5-1214 G. Waiver of Requirements

If unusual circumstances warrant, a waiver of any the requirements of Sections 5-1214 D., 5-1214 E. or 5-1214 F. can be obtained if approved by
SECTION 5-15: FINAL PLAT AND PLANNED UNIT DEVELOPMENT (PUD) AMENDMENTS

5-1501 General

This section of the Code establishes standards for insubstantial and substantial amendments to a final plat and PUD.

5-1502 Insubstantial Amendment

Insubstantial amendments to a final plat or a PUD are permitted. Refer to Section 3-4 for procedures and 4-6 for submission contents. The final plat shall state the purpose of the Amendment and whether the Amendment amends or supersedes in whole or in part the previously approved final plat. An insubstantial amendment shall be limited to technical or engineering considerations first discovered during actual development, which could not reasonably have been anticipated during the approval process. The Planning Director shall compare the proposed amendment to the original approval, and, if any other amendments have been approved since the original approval, shall consider the cumulative impact of all approvals granted. The following shall not be considered an insubstantial amendment:

5-1502 A. A change in the use or character of the development.

5-1502 B. An increase by greater than three percent in the overall coverage of structures on the land.

5-1502 C. Any amendment that substantially increases trip generation rates of the proposed development, or the demand for public facilities.

5-1502 D. A reduction by greater than three percent of the approved open space.

5-1502 E. A reduction by greater than one percent of the off-street parking and loading space.

5-1502 F. A reduction in required pavement widths or rights-of-way for streets and easements.

5-1502 G. An increase of greater than two percent in the approved gross leasable floor area of commercial buildings.

5-1502 H. An increase of greater than one percent in the approved residential density of the proposed development.
5-1503  **Substantial Amendment**

Any amendment that is not insubstantial according to the criteria in Section 5-1502 shall be approved pursuant to the procedures in Section 3-601, and the submission contents and standards of Section 4-5, for final plat review and the standards in this section (refer to section 3-702 C. for procedures and Section 4-5 for submission contents). The final plat shall state the purpose of the Amendment and whether the Amendment amends or supersedes in whole or in part the previously approved final plat.

5-1503 A. The proposed amendments must be consistent with the approved sketch plan subdivision approval, however in the absence of a valid sketch plan approval the amendment shall be compared to the preliminary plat;

5-1503 B. The proposed amendment must be necessary to achieve the intent and purposes of the Planned Unit Development (PUD); and

5-1503 C. The proposed amendment must be consistent with the standards of Section 5-1803.
ARTICLE 6   DEFINITIONS

**County Surveyor**
Elected official with the duties and powers defined by C.R.S. 30-10-903 and as authorized by the Board of County Commissioners.

**Platted subdivision lot**
Any lot created pursuant to state law, which has received subdivision approval by the Board of County Commissioners since September 1, 1972. (See also Lot.)