



**Planning & Development**  
11701 Community Center Drive  
Northglenn, CO 80233  
P: 303-450-8739  
F: 303-450-8708  
*northglenn.org*

# SUBDIVISION PLAT Application Guide

## OVERVIEW

The Subdivision Plat review procedure is intended to evaluate requests for the division of land for the purpose of sale or building development, and includes all land division not defined in the Unified Development Ordinance (UDO) as a Minor Subdivision. The Subdivision Plat process includes two sequential procedures: a Preliminary Plat and a Final Plat. Preliminary Plats require public hearings before both the Planning Commission and City Council. Final Plats require only Planning Commission approval, however if public infrastructure is required, then a public hearing is required before both the Planning Commission and City Council.

## SUBMITTAL REQUIREMENTS

The following application package must be submitted to the Planning and Development Department to commence review. Submittals should be electronic, or one (1) paper copy will also be accepted. Any missing information may cause the application to be incomplete and, therefore, rejected.

- Completed **Application Form**.
- Application Fee** of \$500 for Preliminary Plat application and \$500 for Final Plat applications; an additional \$500 if a Subdivision Improvement Agreement (SIA) is required.
- Project Description/Justification Letter** that summarizes the proposed development and purpose of the application.
- Survey** of the property. (Preliminary Plat only)
- Subdivision Plat Drawing Package**, that includes all information required in the attached Plat Checklist. The plat shall be formatted in 18"x24" size as required by Adams County and must be prepared by a licensed surveyor.
- A complete and full **Title Report** for the property contained in the proposed plat.
- Proof of Ownership**, demonstrating the ownership of the property contained in the proposed plat.
- Demonstration of **Taxes Paid in Full**.
- Metes and Bounds Legal Description** of the property being subdivided.
- Subdivision Improvement Agreement**, if required, in a .doc format, that outlines manner, timing and responsibility of completion of any required public improvements. (Final Plat only)
- Complete **Engineering Plans and Specifications** for all public improvements to be installed.
- Guarantees for Public Improvements**, as required in Section 11-5-6 of the UDO, for any public improvements required to be installed. (Final Plat only)
- Additional Information**, as may be required by the Planning staff or if applicable to the proposed plat request.



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## Application Guide

### PROCESS

- If a request for subdivision of land does qualify to be considered a Minor Subdivision, then it requires a formal Subdivision Plat application, including both Preliminary Plat approval and Final Plat approval. The Preliminary and Final Plats can be reviewed concurrently in some cases. This determination can be made at the time of the Pre-Application Meeting.
- Prior to submittal of a Subdivision Plat application, you are required to schedule a Pre-Application Meeting in accordance with Section 11-6-3(b) of the UDO. Contact the Planning and Development Department at 303-450-8739 to schedule a Pre-Application Meeting.
- Applications can be submitted electronically to [development@northglenn.org](mailto:development@northglenn.org) or directly to Planning and Development Department staff at City Hall (11701 Community Center Drive).
- Upon receipt of an application, the Planning staff will review the application package for completeness. If the application is deemed complete, then the plat submittal will be referred out to the city's Development Review Committee, which consists of various city departments, including Planning, Building, Engineering, Public Works, North Metro Fire Rescue, and any other agency/department that might have an interest in the application.
- The Planning and Development Department will compile all comments from the various city departments and other agencies and provide a written review letter within 15 business days of submittal. If a resubmittal is required, it will be requested in the review letter. Any resubmittals will follow this same procedure.
- Once an application has completed the staff review, it can be scheduled for the required public hearings. Preliminary Plats require public hearings before the Planning Commission and City Council. Final Plats can be approved administratively by the Director of Planning and Development provided the Final Plat is consistent with the approved Preliminary Plat. If a Subdivision Plat application includes the dedication of public infrastructure or the need for a Subdivision Improvement Agreement (SIA), then the Final Plat will require public hearings before the Planning Commission and City Council.
- In order for a Subdivision Plat to be approved, it must meet the approval criteria outlined for Preliminary Plats in Section 11-6-6(b)(3)(E)(iv) of the UDO and for Final Plats in Section 11-6-6(c)(3)(C)(ii) or Section 11-6-6(c)(4)(E)(iii) of the UDO for those Final Plats that require the dedication of public infrastructure or a SIA. These approval requirements are described later in this guide. Approvals may include conditions which must be addressed prior to recordation of the plat.
- Any decision on a Preliminary Plat or Final Plat with dedication of public improvements made by the City Council may only be appealed to the district court in accordance with state statute requirements. Any administrative decision on a Final Plat is appealable to the Planning Commission in accordance with Section 11-6-6(a)(3)(D)(iii).
- Preliminary Plats do not require recordation with the County. However, following approval of the Final Plat, the City will record the plat with the County Clerk. The applicant is responsible for all costs associated with recordation of the document and any supporting information.



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## **SUBDIVISION PLAT** Application Guide

### **CODE REQUIREMENTS**

Section 11-6-6 of the Unified Development Ordinance (UDO) addresses certain requirements for Subdivision Plat applications. The following references are excerpts from that section. Additionally, minor subdivision plat applications shall be in compliance with all submittal requirements contained herein. Please refer to the city's Municipal Code for a complete listing of all requirements outlined in the UDO pertaining to Minor Subdivision Plat applications.

#### ***Section 11-6-6(b)(2). Applicability (Preliminary Plats)***

A preliminary plat is required when one or more of the following conditions exist:

- (A) The proposed subdivision will produce four or more lots;
- (B) The proposed subdivision will include the dedication of public right-of-way, other public tracts, or public improvements not determined to be eligible for minor subdivision processing; or
- (C) The proposed subdivision is not otherwise eligible to be processed as a minor subdivision, pursuant to Subsection (a).

#### ***Section 11-6-6(b)(3)(iv). Preliminary Plat Approval Criteria***

In reviewing a preliminary plat application, the Planning Commission and City Council shall consider whether the preliminary plat:

- a. Is in conformance with the Comprehensive Plan;
- b. Will comply with the applicable zoning district standards;
- c. Will comply with use, dimensional, design, and other development standards in this UDO;
- d. Provides a layout of lots, roads, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive natural areas or other community resources;
- e. Provides evidence of public water and sewer system connections;
- f. Identifies and adequately mitigates known natural hazard areas; and
- g. Proposes reasonable project phasing in terms of infrastructure capacity.

#### ***Section 11-6-6(c)(2). Applicability (Final Plats)***

The final plat procedure applies to all subdivisions in the City of Northglenn unless stated otherwise in this UDO.

#### ***Section 11-6-6(c)(3)(C)(ii). Final Plat Approval Criteria***

In reviewing a final plat application, the Director shall consider whether:

- a. The final plat conforms to the approved preliminary plat, including any conditions of approval;
- b. The development will substantially comply with all requirements of this UDO; and
- c. The development will comply with the applicable technical standards and specifications adopted by the City.

*Please note that a Minor Subdivision Plat must comply with all applicable requirements outlined in the Northglenn UDO. The city's UDO can be found at [www.northglenn.org/municode](http://www.northglenn.org/municode).*



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# SUBDIVISION PLAT APPLICATION

Planning and Development Department

## PROJECT INFORMATION

Preliminary Plat  Final Plat  Combined Preliminary and Final Plat

General Description of Request: \_\_\_\_\_  
\_\_\_\_\_

*Attach hereto a Project Description Letter that describes in detail the request.*

Property Address or Location: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Zoning District: \_\_\_\_\_ Lot area: \_\_\_\_\_

## PROPERTY OWNER(S) INFORMATION

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

Company (if applicable): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

## AUTHORIZED AGENT (If other than owner)

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

Company (if applicable): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

## OWNER(S) & AGENT CERTIFICATION

I hereby depose and state under the penalties of perjury that all statements, proposals and/or plans submitted with/or contained in this application are true and correct and the application is complete to the best of my knowledge and belief.

Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner(s)' Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

### **STAFF USE ONLY:**

Case Number:  
\_\_\_\_\_

Date Application Received:



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# SUBDIVISION PLAT Application Guide

## SUBDIVISION PLAT DRAWING PACKAGE CHECKLIST

The following information shall be included as part of the Minor Subdivision Plat drawing package. The number of pages may vary based on the project.

		PRELIMINARY	FINAL
<input type="checkbox"/>	Subdivision name and subtitle identifying the section, township and range information along with city, county and state.	X	X
<input type="checkbox"/>	Vicinity map with scale and north arrow.	X	X
<input type="checkbox"/>	Contact information for the following: Owner, Developer, Architect, Landscape Architect, Engineer, Surveyor	X	
<input type="checkbox"/>	Metes and bounds legal description of the property contained in the plat.  _____, being the owner(s) of the real property of _____ acres described as follows: [Insert surveyed property description of entire bounds of area being platted]	X	X
<input type="checkbox"/>	Total acreage of the site as well as all proposed lots.	X	X
<input type="checkbox"/>	Location and boundaries of the subdivision as part of a larger area.	X	
<input type="checkbox"/>	Zoning of property adjacent to the subject site.	X	
<input type="checkbox"/>	Existing contours in 1-foot intervals.	X	
<input type="checkbox"/>	Location of designated floodplain, where applicable.	X	
<input type="checkbox"/>	Site data to include number of lots and land uses associated with the lot layout.	X	X
<input type="checkbox"/>	Location and dimensions of all proposed streets, easements, parks or other areas go be reserved or dedicated for public use.	X	
<input type="checkbox"/>	The location and size of existing utilities within or adjacent to the site, including water, sewer, electric, and gas.	X	
<input type="checkbox"/>	The proposed water and sewer distribution system that will serve the various parcels within the proposed subdivision.	X	
<input type="checkbox"/>	Accurate dimensions for all lines, angles, and curves used to describe boundaries, streets, easements, areas to be reserved for public use, and other important features. All curves shall be circular arcs and shall be defined by the radius, central angle, tangent, arc and chord distances. All dimensions, both linear and angular, are to be determined by an accurate control survey in the field which must balance and close within a limit of one in ten thousand. No final plat showing plus or minus dimensions will be approved		X
<input type="checkbox"/>	Include a description of all monumentation that mark the boundary of the survey.	X	X



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**SUBDIVISION PLAT**  
 Application Guide

<input type="radio"/>	Identification system for all lots and blocks, along with any street names (where applicable).	X	X
<input type="radio"/>	All adjacent lots shall be identified with labels showing legal description.	X	
<input type="radio"/>	Include all easements and label as proposed or existing. Include recordation information for all existing easements.	X	X
<input type="radio"/>	<p><b>Ownership and Dedication Certificate:</b>          The undersigned certifies to and for the benefit of the City Council of Northglenn City, Colorado, that as of the date set forth below, we _____ and _____, and _____ being the owner(s) of the land described above, have good right and full power to convey, encumber and subdivide same, and that the property is free and clear of all liens, encumbrances, easements and rights-of-way except the easements and rights-of-way depicted on this plat. In the event of a defect in said title which breaches the warranties in this certificate, the undersigned, jointly and severally, agree(s) to remedy such defect upon demand by Northglenn City, which remedy shall not be deemed exclusive.</p> <p>KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned, being the owners, mortgagees or lien holders of the land described above, have caused the land to be laid out and platted under the name of _____ and do hereby dedicate and grant to the public forever and in fee simple the roads and other public ways and lands shown hereon, and do hereby dedicate to Northglenn City, and appropriate utility companies and emergency assistance entities, the easements as shown hereon for the purposes stated in compliance with the City of Northglenn Subdivision Regulations and the landowners shall bear all expense involved in planning, design, and construction of all public improvements except to the extent expressly stated in any City-approved and recorded subdivision improvement agreement. Dedication shall be final upon adoption by the City Council accepting the property dedicated by this plat. Except as otherwise stated on this plat, there shall be no limitation or restriction upon the purpose or public use of property dedicated by this plat.</p> <p>In Witness Whereof; we do hereunto set our hands and seals this _____ day of _____,.</p> <p>_____</p> <p>[Printed Name of Owner]</p> <p>(If by corporation, president signs, secretary attests and corporate seal is affixed)</p> <p>STATE OF _____ )          ) ss.          COUNTY OF _____ )</p>		X



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**SUBDIVISION PLAT**  
 Application Guide

	<p>Acknowledged before me this ____ day of _____, _____, by _____.</p> <p>Witness my hand and official seal.</p> <p>_____</p> <p>Notary Public</p> <p>My commission expires: _____</p>		
<input type="radio"/>	<p>Surveyor's Certificate:</p> <p>I, _____, do hereby certify that the survey of the boundary of _____ (Subdivision) was made under my supervision and the accompanying plat accurately represents said survey.</p> <p>[Insert statement by the land surveyor explaining how bearings were determined.]</p> <p>[Insert statement by the land surveyor indicating the type of monuments used.]</p> <p>[Insert any required statement by the land surveyor certifying compliance with applicable provisions of the Colorado Revised Statutes]</p> <p>_____</p> <p>(Signature of Registered Land Surveyor)        [Land Surveyor's Seal]</p>	<p>X</p>	<p>X</p>
<input type="radio"/>	<p>Title Insurance Note:</p> <p>This survey does not constitute a title search by (SURVEYOR) to determine ownership or easements of record. For all information regarding easements, rights of way and title of records (SURVEYOR) Relied upon title prepared by (TITLE COMMITMENT NO.) dated (DATE) as prepared by (TITLE COMPANY), to delineate the aforesaid information.</p>	<p>X</p>	<p>X</p>
<input type="radio"/>	<p>Mortgage Interest Holder(s) Consent to Dedication:</p> <p>MORTGAGEE CONSENT TO DEDICATION: The undersigned holders of mortgage interests and liens against the property offered for dedication and transfer to the public and City of Northglenn consents and approves of such dedication and transfer and subordinates and releases its interests to such dedicated and transferred property.</p> <p>In Witness Whereof, we do hereunto set our hands and seals this ____ day of _____, _____</p> <p>_____</p> <p>[Printed Name of Mortgage Interest Holder]        (If by corporation, president signs, secretary attests and corporate seal is affixed)</p> <p>[Insert notarization conforming to applicable requirement of state law for mortgagee's place of execution]</p>		<p>X</p>



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## SUBDIVISION PLAT Application Guide

<input type="radio"/>	<p><b>City Approval Certificate:</b>          This is to hereby certify that on ___ day of _____, 20____, the City of Northglenn, Colorado, has approved this ___(Preliminary Plat or Final Plat)___ for the ___(Name of Subdivision)___ in conformance with the ordinances of the City of Northglenn.</p> <p>By: _____</p> <p style="padding-left: 40px;">Director, Planning and Development (for Preliminary Plat and Final Plat)</p> <p>_____</p> <p style="padding-left: 40px;">Director, Public Works (for Preliminary Plat and Final Plat)</p> <p>_____</p> <p style="padding-left: 40px;">Chair, Planning Commission (for Preliminary Plat and Final Plat with dedication of public infrastructure or SIA)</p> <p>_____</p> <p style="padding-left: 40px;">Mayor, City of Northglenn (for Preliminary Plat and Final Plat with dedication of public infrastructure or SIA)</p>	X	X
<input type="radio"/>	<p><b>Recordation Certificate:</b>          STATE OF COLORADO        )            ) SS          COUNTY OF ADAMS )</p> <p>I hereby certify that this instrument was filed of record at my office at _____ o'clock ____M., this _____ day of _____, 20__.</p> <p>Reception No. _____, File _____, Map _____.</p> <p>By: _____ Clerk and Recorder</p>		X





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**SUBDIVISION PLAT**  
 Application Guide

**SUBDIVISION IMPROVEMENT AGREEMENT**

The following is a template form for a Subdivision Improvement Agreement (SIA), which is required if there are any public improvements associated with the subdivision application. Any modifications to the form require approval from the City Attorney. Any proposed modifications should be clearly delineated on a draft version of the SIA and an explanation for the proposed modification is required in writing. A SIA requires final approval by the City Council.

**CITY OF NORTHGLENN**  
**SUBDIVISION IMPROVEMENT AGREEMENT – FINAL PLAT**  
**FOR**

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** ("Agreement") is entered into and made by and between \_\_\_\_\_ ("Owner/Developer") and the **CITY OF NORTHGLENN, COLORADO**, a Colorado home rule municipal corporation whose address is 11701 Community Center Dr, Northglenn, Colorado, hereinafter referred to as the "City" or "Northglenn." The Owner/Developer and the City shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Owners/Owner/Developer and immediately upon the date of the authorized execution of this Agreement by the City.

**RECITALS AND REPRESENTATIONS:**

**WHEREAS**, Owner/Developer represents that it is the sole owner of the following described property located in the City of Northglenn, County of Adams, State of Colorado:

**See Exhibit A**

hereinafter referred to as the "Property;"

**WHEREAS**, Owner/Developer represents that it has authority to apply for and process a final plat for the Property, titled ("Final Plat"), and is authorized to obtain all necessary approvals and enter into any agreements necessary for the development of the Property (the "Project");

**WHEREAS**, Owner/Developer plans to develop the Project and such development requires the dedication, construction, installation, and/or improvement of certain public improvements including but not limited to, storm drainage facilities, public thoroughfares and streets, private drives, curb, gutter and sidewalk, and other public and private facilities and improvements as described in the Final Plat application to serve the proposed development of the Property;

**WHEREAS**, in conjunction with submittal of the Final Plat, the Owner/Developer has submitted to the City supporting documentation including construction, grading/drainage, utility, street improvement, storm sewer, and electrical plans (collectively the "Construction Plans");

**WHEREAS**, on, the City Council of the City of Northglenn, after holding all necessary public hearings and having received a recommendation of approval from the Planning Commission on \_\_\_\_\_, approved the final plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein; and

**WHEREAS**, it is the intent of this Agreement that the Owner/Developer shall be responsible for and shall pay all costs and expenses associated with the proposed, development of the Project.



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**SUBDIVISION PLAT**

**Application Guide**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Northglenn of the Final Plat, the dedication of certain land to the City for public purposes, and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the parties, the Parties hereto agree as follows:

**AGREEMENT**

- 1.0 **PURPOSE.** The purpose of this agreement is to set forth the terms, conditions, and fees to be paid by the Owner/Developer upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the City of Northglenn Subdivision and Zoning Regulations, the City of Northglenn Home Rule Charter, any and all state statutes, and any other sections of the City of Northglenn Municipal Code, and are not intended to supersede any requirements contained therein.
- 2.0 **DELIVERY OF FINAL PLAT.** Upon the City's approval of the Final Plat, Owner/Developer shall immediately deliver the original of the Final Plat, containing all revisions and amendments required by the City Council or as directed by City Staff prior to Final Plat approval, to the City Clerk. Owner/Developer shall also pay for the costs of recordation of the Final Plat and this Agreement. In addition, Owner/Developer shall deliver to the City Clerk, along with the Final Plat, two (2) sets of complete and final Construction Plans.
- 3.0 **RECORDATION OF PLAT.** Owner/Developer shall prepare and submit to the City Clerk the Final Plat in a form and upon material acceptable for recordation by the Adams County Clerk and Recorder and shall provide the required Security as hereinafter defined. Failure of Owner/Developer to submit an acceptable Final Plat and Security as specified in Section 11 of this Agreement to the City Clerk within ninety (90) days of the date of this Agreement shall, upon the enactment of a resolution by the City Council finding that the submittal was untimely, void Final Plat approval for the Project and this Agreement. If Owner/Developer timely submits a completed and recordation-ready Final Plat to the City, the City agrees to record the Final Plat no later than fifteen (15) days after it is submitted to and received by the City. The Final Plat and Construction Plans, as approved by the City, are incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement.
- 4.0 **PUBLIC UTILITY FEES.** Owner/Developer shall pay all installation charges for lighting and gas services required by Xcel Energy providing services to the Project.
- 5.0 **UNDERGROUNDING OF ALL UTILITIES.** The Owner/Developer shall underground all electric, gas, cable and telephone lines (collectively, "utilities") within the boundaries of the Final Plat or which are required to be relocated pursuant to this Agreement or as a condition of approval of the Final Plat. All utilities providing public services to the Project shall be located within dedicated and platted public utility easements or public street rights-of-way which shall be approved and subject to acceptance by the City.
- 6.0 **SUBDIVISION MONUMENTATION.** In accordance with the applicable provisions of the Colorado Revised Statutes, as amended, and the Northglenn City Municipal Code, as amended, the Owner/Developer shall establish all subdivision monumentation and have the monumentation approved by the City prior to issuance of any certificate of occupancy within the Project.
- 7.0 **STREET MAINTENANCE.** The Owner/Developer shall take all reasonable steps necessary to limit and prevent the accumulation of, and to remove accumulated mud, sediment, dirt, trash, and other debris that is "tracked," blown, or otherwise carried onto public property and public rights-of-way during development of the Project. Owner/Developer also shall take all reasonable steps necessary to prevent its construction activities from damaging adjacent properties, including public rights-of-way and other public property. If any adjacent property or public right-of-way is damaged or destroyed during the construction of the Public Improvements



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## **SUBDIVISION PLAT** Application Guide

as defined herein, Owner/Developer shall, at its sole cost, promptly repair or replace the same to a condition similar or equal to that existing before such damage.

8.0 **DRAINAGE, RETENTION, AND DETENTION FACILITIES.** The Owner/Developer shall construct all drainage, retention, and detention in accordance with the Construction Plans approved by the City Engineer.

8.1 The Owner/Developer shall be responsible for all onsite drainage retention and detention as prescribed in Articles 13 & 17 of Chapter 16 of the City of Northglenn Municipal Code as amended.

8.2 **PUBLIC PROPERTY DEDICATION/TITLE POLICY.** A title commitment for any Property being dedicated to the City or upon which Public Improvements are being constructed shall be provided to the City. The title commitment shall show that all property is or shall be, subsequent to the execution and recording of the Final Plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable as the City in its sole discretion determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the Final Plat.

8.3 By execution of the Final Plat, the Owner/Developer has offered for dedication to the City at no cost and the City has accepted such dedication of certain real property interests, as depicted on the Final Plat. No building permit or certificate of occupancy shall be issued unless and until the above requirement is satisfied.

9.0 **CONSTRUCTION OF PUBLIC IMPROVEMENTS.** The Owner/Developer shall design, furnish, construct, and install the following public improvements as illustrated on the Final Plat and the approved Construction Plans ("Public Improvements") at the Owner/Developer's cost and expense:

### **See Exhibit C – Public Improvements Description**

The Public Improvements shall be designed, furnished, constructed, and installed in accordance with the Final Plat, the Construction Plans and the Public Improvement Plans approved by the City Engineer and in accordance with applicable provisions of the City's applicable ordinances, rules and regulations in effect at the time of construction and all uniform building, construction, fire, plumbing, and safety codes adopted by the City in effect at the time of construction.

At all times during construction of the Public Improvements, the City shall have the right to test and inspect, or to require testing and inspection of materials and construction at Owner/Developer's expense. No excavation, facility or Public Improvement shall be covered until inspected by Northglenn, or the applicable service provider, or until such inspection is waived by the City in writing.

10.0 **CONSTRUCTION PLANS AND COST ESTIMATE REQUIRED.** Prior to the recordation of the Final Plat or the issuance of the first building permit for any improvement within the Project, the Owner/Developer shall provide to the City the following:

10.1 Final construction and engineering plans and drawings (collectively, the "Public Improvement Plans") suitable for the commencement of construction of all Public Improvements required within for Project bearing the stamp of a Colorado licensed engineer with experience in the design and engineering of such improvements. Such Public Improvement Plans shall be prepared in accordance with this Agreement, the Northglenn City Municipal Code, and the City of Northglenn Public Right-of-Way Standards and Specifications as amended and shall be subject to approval by the City Engineer in accordance with the Northglenn City Municipal Code. Such Public



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**SUBDIVISION PLAT**

**Application Guide**

Improvement Plans shall specifically include, by way of illustration but not limitation, 100% complete final construction and engineering plans and drawings;

and

- 10.2 Construction cost estimates, as shown in **Exhibit D** for all costs and expenses associated with the construction and completion of all Public Improvements to be constructed by the Owner/Developer in accordance with this Agreement. . Such cost estimate shall bear the stamp and a certification of accuracy of a Colorado-licensed engineer with experience in construction cost estimating. The City may, in its discretion and at the City's cost and expense, submit the Public Improvement Plans and Owner/Developer's cost estimate to a City-retained engineer for review and an opinion of the construction cost estimate. Reasonable revisions and modifications to the Owner/Developer's construction cost estimate requested by the City or the City-retained engineer shall be implemented by the Owner/Developer prior to final acceptance of the estimate by the City. Where the City's cost estimate exceeds the Owner/Developer's estimate, the City's estimate shall govern and control the amount of any required letter of credit or other surety required from the Owner/Developer for the Public Improvements.

11.0 REQUIRED SECURITY FOR PUBLIC IMPROVEMENTS.

- 11.1 In order to secure the construction and installation of the Public Improvements the Owner/ Developer shall, prior to recording the final plat in the real estate records of Adams County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, at the Owner/Developer's expense, furnish the City with the performance guarantee described herein. The performance guarantee provided by the Owner/Developer shall be cash or an irrevocable letter of credit in which the City is designated as beneficiary in an amount equal to construction cost estimate described in Section 10.2 of this Agreement, in order to secure the performance and completion of the Public Improvements. The Owner/Developer agrees that approval of the final plat of the City is contingent upon the Owner/Developer's provision of the performance guarantee described herein within ninety (90) days of the execution of this agreement in the amount and form provided herein. Failure of the Owner/Developer to provide cash or an irrevocable letter of credit to the City in the manner provided herein shall negate the City's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in Exhibit E, attached hereto and incorporated herein, and shall be subject to the review and approval of the City Attorney. The Owner/Developer shall not start the construction of any public or private improvement on the Property including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the City has received the cash or received and approved the irrevocable letter of credit.

Due to the length of the construction period for the Public Improvements, Owner/Developer may at any time on or after the anniversary of this Agreement request that the City release that portion of the cash of letter of credit held as security by the City for performance of this Agreement to reduce the amount of such security to the estimated cost of the remaining construction costs to be incurred to complete the Public Improvements. Owner/Developer shall, if requested by City, provide to City copies of invoices for construction of the Public Improvements, evidence of payment of such invoices, provisional lien releases for portions of the work performed through such date and any other documents reasonably requested by City related to construction progress towards completion of the Public Improvements. Upon providing such documentation to the City, City shall, within twenty (20) days, release to Owner/Developer that portion of the security held by the City equal to the difference between (i) the amount of security held by the City and (ii) the estimated costs remaining to complete construction of the Public Improvements; provided, that such release shall not reduce the amount of



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## **SUBDIVISION PLAT**

### **Application Guide**

the security below the amount required by this Agreement to be retained by the City between the date of completion of the Public Improvements and the end of the warranty period discussed below.

In the event the Public Improvements are not constructed or completed within the period of time specified herein of this agreement or a written extension of time mutually agreed upon by the parties to this agreement, the City may draw on the cash or letter of credit to complete the Public Improvements called for in this agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Owner/Developer has not yet provided a satisfactory replacement, the City may draw on the letter of credit and either hold such funds as security for performance of this agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements as the City deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the City Public Works Director, the Owner/Developer shall provide cash or shall issue an irrevocable letter of credit to the City in the amount of ten percent (10%) of the total cost of construction and installation of the Public Improvements, to be held by the City during the two (2) year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

#### **12.0 COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.**

12.1 The Owner/Developer shall complete construction of the Public Improvements within Two (2) Years of the date on which the Owner/Developer provides the performance guarantee to the City for the construction of the Public Improvements in accordance with the terms of this Agreement. Upon completion of construction of the Public Improvements and Owner/Developer's written request for probationary acceptance of such Improvements ("Construction Acceptance"), the Owner/Developer shall:

1. File with the City an original or sepia reproducible copy of the as-built construction plans of such Public Improvement(s), stamped and certified by the Engineer of Record who shall also be a Colorado registered professional engineer; and
2. Submit to the City a sworn affidavit and documentary evidence that there exists no lien or encumbrance upon or against the Public Improvements resulting from unpaid amounts owing to contractors, subcontractors, material persons, or other persons involved or engaged in the construction or installation of the Public Improvements. The Owner/Developer shall promptly modify, alter, and repair at its own cost and expense any improvements not constructed in accordance with the Construction Plans so that the improvements conform to the Construction Plans. The Public Improvements shall become the property of the City (and the City's maintenance responsibility) upon Construction Acceptance of the Public Improvements by the City.

12.2 The City shall issue to the Owner/Developer a certificate of Construction Acceptance granting probationary acceptance of the Public Improvements and setting the terms of the warranty period. The probation and warranty period ("Warranty Period") shall terminate Two (2) years from the date of Construction Acceptance.

12.3 At the end of the Warranty Period, the City shall reinspect the Public Improvements and require correction of all defects and failures of the Public Improvements prior to the issuance of final acceptance of the Public Improvements and release of any remaining Security ("Final Acceptance").



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**SUBDIVISION PLAT**

**Application Guide**

- 13.0 **WARRANTY OF PUBLIC IMPROVEMENTS.** The Owner/Developer hereby represents that the Public Improvements shall be designed to reasonably achieve the purposes intended for the Public Improvements and hereby warrants the design, quality of materials, quality of construction, and quality of workmanship of all such City-accepted Public Improvement(s) for a period of two (2) years from the date of the City's Construction Acceptance of the Public Improvements.
- 14.0 **PAYMENT OF FEES AND CHARGES.** The Owner/Developer will comply with all ordinances, rules, and regulations of the City and shall pay all fees and other charges in a timely manner as required by the City including, but not limited to, building permit fees, inspection fees, tap or connection fees, and plan review fees which are imposed by the City by ordinance, rule, resolution, motion, agreement, or by the terms and conditions of this Agreement. In addition to any other remedy available to the City, the City may withhold and deny issuance of any building permit, certificate of occupancy, or other permit or approval until all due and outstanding fees are paid by the Owner/Developer.
- 15.0 **FORM OF PAYMENT OF ALL FEES AND CHARGES.** Unless otherwise agreed to by the City Manager on a case by case basis, the Owner/Developer's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check, or cash delivered to the City of Northglenn, City Hall, 11701 Community Center Dr, Northglenn City, Colorado .
- 16.0 **DELAYS.** The Parties have executed this Agreement such that completion of the improvements shall be subject to strikes, accidents, acts of God, weather conditions that justify a delay of construction in light of standard practices in the building profession, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delay resulting from events that are beyond the control of the delaying party and which are agreed to by the Parties as justifying delay.
- 17.0 **WAIVER.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. The Parties understand and agree that nothing contained in the Final Plat is intended to waive or modify any applicable provision of state or local law.
- 18.0 **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City of Northglenn, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 19.0 **BINDING EFFECT.** The Parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the described property. At the time it records the Final Plat, the City shall also record this Agreement. To the extent permitted by law, all Owner/Developer and all future successors, heirs, legal representatives, and assigns of the Owner/Developer shall be jointly and severally responsible for all terms, conditions, and obligations set forth in this Agreement.
- 20.0 **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Owner/Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the City and Owner/Developer that any person other than the City or Owner/Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.



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**SUBDIVISION PLAT**

**Application Guide**

- 21.0 GOVERNING LAW, VENUE, AND ENFORCEMENT. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Adams County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance. In addition to any other available remedies, it is understood and agreed that the City may withhold any permits or certificates requested by the Owner/Developer, including but not limited to building permits and certificates of occupancy for any lot within the Project in the event of a breach of this Agreement by the Owner/Developer.
- 22.0 AGREEMENT AND RELEASE. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Owner/Developer without the express written consent of the City of Northglenn. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the City Council. No assignment shall release the Owner/Developer from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Owner/Developer, the City may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Owner/Developer to provide to the City written evidence of financial or other ability or capability to meet the particular duty, obligation, or responsibility being assumed by the party.
- 23.0 VESTED RIGHTS AND SUBSEQUENT LEGISLATIVE ENACTMENT. The Parties acknowledge and understand that the approval of the Final Plat was not processed or approved in accordance with or pursuant to Section 13, Article 3 of Chapter 11 of the Northglenn City Municipal Code or C.R.S. § 24-68-101 *et seq.* and the approval of the Final Plat does not constitute approval of a "site specific development plan" as that phrase is defined in either Chapter 11 of the Northglenn City Municipal Code or in C.R.S. § 24-68-101 *et seq.* The approval of the Final Plat shall not therefore create or grant a "vested property right" as defined by Chapter 11, Article V and C.R.S. § 24-68-101 *et seq.* Nothing in this Agreement shall limit, prevent, or preclude the later adoption by the City Council of a legislative enactment which is general in nature and which may be applicable to the Project as well as other similarly situated property; subject, however, to rights which may accrue to the Owner/Developer by virtue of the vesting of property rights acquired in accordance with common law.
- 24.0 INDEMNIFICATION. The Owner/Developer shall indemnify and hold harmless the City, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of the Owner/Developer, or of any other person or entity for whose act or omission the Owner/Developer is liable, with respect to construction of the Public Improvements; and the Owner/Developer shall pay any and all judgments rendered against the City as the result of any suit, action, or claim together with all reasonable expenses and attorney fees incurred by the City in defending any such suit, action or claim.

The Owner/Developer shall pay all property taxes due and owing on the Property dedicated to the City concurrently with or prior to such dedication, and shall indemnify and hold harmless the City for any property tax liability arising at or prior to the dedication to the City.

The Owner/Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.



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**SUBDIVISION PLAT**

**Application Guide**

- 24.1 WAIVER OF DEFECTS. In executing this agreement the Owner/Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on the Owner/Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this agreement.
- 24.2 RELEASE OF LIABILITY. It is expressly understood that the City cannot be legally bound by the presentations of any of its officers or agents or their designees except in accordance with the City of Northglenn Home Rule Charter, the City of Northglenn Municipal Code, and the laws of the State of Colorado.
- 25.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 26.0 INVALID PROVISION; SEVERABILITY. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this agreement is capable of two constructions, one of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 27.0 RECORDING OF AGREEMENT. This Agreement shall be recorded in the real estate records of Adams County and shall be a covenant running with the Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- 28.0 TITLE AND AUTHORITY. The Owner/Developer expressly warrants and represents to the City that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this subdivision agreement. The Owner/Developer and the undersigned individuals understand that the City is relying on such representations and warranties in entering into this Agreement.
- 29.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.
- 30.0 INCORPORATION OF EXHIBITS. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Construction documentation referenced herein is a public record on file and available for review at the City of Northglenn, City Hall, 11701 Community Dr, Northglenn City, Colorado.
- 31.0 ATTORNEY FEES. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Owner/Developer and a court of competent jurisdiction determines that the Owner/Developer was in default in the performance of the agreement, the Owner/Developer shall pay the attorney fees, expenses and court costs of the City.
- 32.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.





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**SUBDIVISION PLAT**  
 Application Guide

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**CITY OF NORTHGLENN**, a Colorado home rule municipal corporation

ATTEST:

By: \_\_\_\_\_  
 Johanna Small, CMC, City Clerk

By: \_\_\_\_\_  
 Carol A. Dodge, Mayor

**OWNER/DEVELOPER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO                    )  
   ) ss.  
 COUNTY OF \_\_\_\_\_ )

Acknowledged before me on \_\_\_\_\_, 20, by \_\_\_\_\_, as \_\_\_\_\_ for the \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

[ S E A L ]



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 Application Guide

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

**EXHIBIT B**  
**FINAL PLAT**

**EXHIBIT C**  
**DESCRIPTION OF PUBLIC IMPROVEMENTS**

**EXHIBIT D**  
**ENGINEER'S COST ESTIMATES**

**EXHIBIT E**  
**LETTER OF CREDIT FORM**

BANK LETTERHEAD  
 NAME OF INSTITUTION  
 ADDRESS  
 CITY, STATE, ZIP

SAMPLE

DATE

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IRREVOCABLE STANDBY LETTER OF CREDIT

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BENEFICIARY:

PERMITTEE:

CITY OF NORTHGLEN  
 11701 COMMUNITY CENTER DRIVE  
 NORTHGLEN, COLORADO 80233

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LETTER OF CREDIT NUMBER:

DATE ISSUED:

EXPIRARY DATE: THIS IRREVOCABLE LETTER OF CREDIT SHALL EXPIRE 12 MONTHS AFTER THE  
 ISSUANCE DATE; PROVIDED THAT NAME OF INSTITUTION HAS GIVEN THE CITY OF  
 NORTHGLEN NOT LESS THAN 30 DAYS NOR MORE THAN 60 DAYS PRIOR WRITTEN  
 NOTICE OF THE IMPENDING EXPIRATION.

AT: ISSUING BANK'S INTERNATIONAL BANKING COUNTERS LOCATED AT ADDRESS INDICATED ABOVE.

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