



**Planning & Development**  
11701 Community Center Drive  
Northglenn, CO 80233  
P: 303-450-8739  
F: 303-450-8708  
[northglenn.org](http://northglenn.org)

## VESTED RIGHTS Application Guide

### OVERVIEW

An applicant can request approval for the vesting of rights pursuant to state statutes C.R.S. Article 68 of Title 24. The vesting of property rights can be obtained through the approval of a site specific development plan, which can include a Final Plat, Major or Minor Site Plan, or Planned Development. Section 11-6-7(c) of the city's Unified Development Ordinance (UDO) outlines the procedure for requesting approval for vested rights. A vesting of property rights request shall be tied to a request for approval of a Site Specific Development Plan.

### 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.
- Project Description/Justification Letter** that summarizes the request for vested rights.
- Vested Right Agreement**, as included in this application packet and approved by the City Attorney that outlines any conditions associated with the request for vested rights.
- Site Specific Development Plan**, as required in Section 11-6-7(c)(2) of the UDO. The Site Specific Development Plan must correlate with a separate application for Final Plat, Major or Minor Site Plan, or Planned Development.

### PROCESS

- Prior to submittal of an application, a Pre-Application Meeting shall be held 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 Vested Rights request 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 the City Attorney's Office.
- 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.
- A Site Specific Development Plan must be reviewed in accordance with the requirements of the UDO.



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- In order for a Vested Rights request to be approved, the Vested Rights Agreement and Site Specific Development Plan must be approved. Approval of the Vested Rights Agreement requires review by the City Council.
- If approved, the City will record the Vested Rights Agreement with Adams County. The applicant is responsible for all costs associated with the recordation of the document.

### CODE REQUIREMENTS

Section 11-6-7(c) of the Unified Development Ordinance (UDO) addresses the requirements to request vested rights. Please refer to the city’s Municipal Code for a complete listing of all requirements outlined in the UDO.

*Please note that a request for Vested Right must comply with all applicable requirements outlined in the Northglenn Unified Development Ordinance. The city’s UDO can be found at [www.northglenn.org/municode](http://www.northglenn.org/municode).*

### VESTING RIGHTS AGREEMENT

#### VESTED RIGHTS AGREEMENT

This **VESTED RIGHTS AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the **CITY OF NORTHGLENN**, a Colorado municipal corporation (the “City”), and, a Colorado corporation (the “Developer”).

#### RECITALS

**A.** Applicant is the developer of the real property consisting of in the City of Northglenn, Colorado, (“City”) which is more particularly described on the attached Exhibit A (the “Property”).

**B.** Applicant has submitted a (the “Plan”) for the Property (the “Development”) attached hereto as Exhibit B and incorporated herein by reference. After proper notice and hearing pursuant to the Northglenn Municipal Code (the “Code”), the Plan was approved by the Northglenn City Council and recorded in the Adams County Clerk’s office on [\_\_\_\_], 2019, at Reception No. [\_\_\_\_].

**C.** The Vested Property Rights Statute, C.R.S. § 24-68-101 *et seq.*, (the “Vested Rights Statute”) provides that a site specific development plan (an “SSDP”), the approval of which would establish a vested property right, may be established upon an agreement entered into by a local government and a developer, provided that the document constituting such SSDP be so identified at the time of its approval.

**D.** The Vested Rights Statute and Section \_\_\_\_ of the Code allow for the City to enter into an agreement with a developer relative to a development which provides for the vesting of property rights.

**E.** In accordance with Section \_\_\_\_ of the Code, the City Council hereby finds and the Parties are in agreement that the Plan describes with reasonable certainty the type and intensity of development and provides adequate



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information regarding factors that could affect the type and intensity of development; the City's grant of vested rights is reasonable given the Development's benefits to the surrounding properties, surrounding community, and to the City in general; and that the Applicant has provided adequate assurances to the City that the Development will occur generally as planned in return for the vesting of property rights allowed by Colorado law.

**F.** In accordance with the Vested Rights Statute and the Code, the City and Applicant intend for the Plan to constitute an SSDP and for Applicant to have a vested property right to the extent provided in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

### **AGREEMENT**

**Incorporation of Recitals.** The parties agree that the aforesaid recitals are true and correct, and those recitals are hereby incorporated into the body of this Agreement.

**Vesting of Certain Property Rights.** The City and Applicant hereby agree that Applicant shall have a vested property right to the extent provided in this Agreement to undertake and complete the Development and its anticipated use of the Property. Such vested property rights shall be those property rights as provided for in the Vested Rights Statute and of the Code.

(a) Site Specific Development Plan. The Plan, as finally approved by Ordinance No. \_\_\_\_, Series of 2019, constitutes an SSDP as defined in the Vested Rights Statute and Section 11-3-13(b) of the Code, and shall create vested property rights for five (5) years from the approval of the Plan, as more fully described herein. The vested property rights include the right to develop, plan, and engage in land uses within the Property as set forth in the Plan for the Property.

(b) Term of Vested Rights. In recognition of the size and complexity of the Development contemplated by the Plan and this Agreement, the substantial investment and time required to complete the Development and related infrastructure and public facilities, the anticipated phased development of the Development over an extended period under current market conditions, and the possible impact of economic cycles and varying market conditions during the course of development that might further extend the build-out period, the vested property rights contemplated by this Section 2 shall be granted for a period of five (5) years from the Effective Date (as defined in Subsection 2(c) below) (the "Term"). After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect; provided, however, that such termination shall not affect (i) any common law vested rights obtained prior to such termination, or (ii) any right, vested or otherwise, arising from the City permits, approvals or other entitlements for the Development that were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement. The Parties agree and acknowledge that the twelve-year term set forth in this Agreement is an essential term of the vested right granted and is a part of the vested right.

(c) Adoption, Notice and Effective Date. The City has adopted this Agreement as a legislative act subject to referendum, as required by C.R.S. § 24-68-104(2) of the Vested Rights Statute. As set forth in and required by C.R.S. § 24-68-103(c) of the Vested Rights Statute, within fourteen (14) days from the date hereof, the City shall



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cause to be published in a newspaper of general circulation within the City, a notice advising the general public of the approval of this Agreement, the Plan as an SSDP, and the creation of vested property rights pursuant to this Agreement and the Vested Rights Statute. The “Effective Date” of the City’s approval of this Agreement shall be the date of said publication.

(d) **No Obligation to Develop.** Notwithstanding anything to the contrary in this Agreement, Applicant will have no obligation to Develop all or any portion of the Development and will have no liability under this Agreement to the City or to any other party for its failure to Develop all or any part of the Development unless provided for in a final planned unit development plan or any other agreement executed by the City and Applicant and then only to the extent and with respect to the applicable property that is subject to such final planned unit development plan or any other agreement.

**No Impairment of Vested Rights.** Except as otherwise provided by the Vested Rights Statute or the Code, after the Effective Date, the City shall not take any zoning or land use action regarding the Development which would have the effect of altering, impairing, preventing, diminishing, imposing a moratorium on development applicable only to the Property, or delaying any of the vested rights set forth in this Agreement.

**Applicability of Other Regulations.** Except as otherwise provided by this Agreement or the Code, the establishment of vested rights under this Agreement shall not preclude the application of uniform and non-discriminatory City ordinances, rules and regulations of general applicability (including, by way of example, building, fire, plumbing, electrical and mechanical codes) or the application of state or federal regulations, as all of such ordinances, rules and regulations exist on the Effective Date or may be enacted or amended after the Effective Date; provided, however, that such newly enacted or amended City ordinances, rules and regulations shall not, in their application to the Development, have the effect of altering, impairing, preventing, diminishing, or delaying the vested rights set forth in this Agreement. Further, Applicant does not waive its rights to oppose the enactment or amendment of any such ordinances, rules and regulations, or to challenge the validity of such ordinances, rules and regulations through proper legal means.

**Default.** If any material condition, obligation, or duty is not timely made, tendered, or performed by any party under this Agreement, then, subject to the notice and cure provisions of Section 6, any non-defaulting party may seek any remedy available at law or in equity, including damages, court costs, and attorney fees and costs as may be proper.

**Notice of Default and Cure Period.** In the event of an alleged Default by any party under this Agreement, any non-defaulting party may deliver written notice to the defaulting party of such Default, at the address specified herein, and the defaulting party shall have thirty (30) days from and after receipt of such notice to cure such Default. If such Default is not of a type which can be cured within such thirty (30) day period and the defaulting party gives written notice to the non-defaulting party within such thirty (30) day period that it is actively and diligently pursuing such cure, the defaulting party shall have a reasonable period of time given the nature of the Default following the end of such thirty (30) day period to cure such Default, provided that such defaulting party is at all times within such additional time period actively and diligently pursuing such cure in good faith.

**Recording Agreement.** The City shall record this Agreement at Applicant’s expense in the office of the Clerk and Recorder, County of Adams, State of Colorado, and the City shall retain the recorded Agreement.



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**Binding Effect of Agreement.** This Agreement shall run with the Property and shall inure to the benefit of and be binding upon the parties hereto and their successors, heirs, assigns, and any other person or entity acquiring or purchasing any interest in any of the Development.

**Modification and Waiver.** No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

**Addresses for Notice.** Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent via overnight delivery service or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

City: Applicant:

City of Northglenn  
11701 Community Center Drive

Northglenn, Colorado 80233  
Attention: City Manager

With a copy to:  
City Attorney  
11701 Community Center Drive

Northglenn, Colorado 80233  
Attention: City Attorney

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

**Previous Agreements.** This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the vesting of development rights for the Development.

**Severability.** If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence,



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clause or phrase thereof; irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

**Additional Documents or Action.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement or is reasonably requested by the other party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof. If all or any portion of this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the parties, within the scope of their powers and duties, shall cooperate in the joint defense of such documents and, if such defense is unsuccessful, the parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each party substantially receives the benefits that it would have received under this Agreement.

**Situs, Venue and Severability.** The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Adams, State of Colorado.

**Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

**Limited Third Party Beneficiaries.** This Agreement is intended to describe the rights and responsibilities only as to the parties hereto and is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

**No Presumption.** The parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted.

**Parties Not Partners.** Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the parties shall not be deemed to be partners or joint venturers, and no party shall be responsible for any debt or liability of any other party.

**No Waiver of Immunity.** Nothing contained in this Agreement constitutes a waiver of sovereign immunity or governmental immunity by any party under applicable state law.

**Nonliability of Officials, Agents and Employees.** No trustee, board member, commissioner, official, employee, consultant, attorney or agent of any party shall be personally liable to any party under this Agreement or in the event of any Default or for any amount that may become due to any party.

**Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first set forth above.



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**CITY OF NORTHGLENN, COLORADO:**

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

ATTEST:

\_\_\_\_\_  
 Johanna Small, CMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
 Corey Y. Hoffmann, CITY ATTORNEY

**“APPLICANT”**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

STATE OF COLORADO     )  
   ) SS.  
 COUNTY OF                    )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as  
 \_\_\_\_\_ of, a Colorado limited liability company.

Witness my hand and official seal.  
 My Commission expires \_\_\_\_\_.

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



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EXHIBIT A

Legal Description of the Property





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# VESTED RIGHTS APPLICATION

Planning and Development Department

## PROJECT INFORMATION

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

Site Specific Development Plan: \_\_\_\_\_

Attach 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: