

SAN MIGUEL COUNTY LAND USE CODE

ARTICLE 3

PROCEDURES

SECTION 3-1: GENERAL

This article establishes the procedures to be followed for approval of development permits.

3-101 Development Permits

No person (s) may engage in any development within the unincorporated area of San Miguel County without obtaining a development permit unless the proposed development qualifies for an exemption. Development Permits (other than those associated with buildings and signs, see Section 5-704, and Oil and Gas Development pursuant to Section 5-26) are not required in the WM Zone District. Development permits are not required in the WE Zone District, except for Oil and Gas Development pursuant to Section 5-26. Any development within the Telluride R-1 School District shall require compliance with Section 5-13 of this Code to provide appropriate employee housing mitigation for the proposed development.

No person or entity owing money to the County, in any amount or for any purpose, including any delinquent taxes certified by the County Treasurer, may be granted any development permit or any other development approval. All development shall be in compliance with the effective development permit duly issued in compliance with the Code. Failure to comply with any condition(s) of approval, as determined by the Board of County Commissioners, shall result in inability to obtain any rights granted conditionally thereunder, in accordance with Land Use Code Section 3-1402 and C.R.S. 24-68, and County revocation of the development permit upon 30 day notice to the Developer and opportunity for hearing and County determination of non-compliance with conditions.

3-102 Subdivision Exemptions

The subdivision of land into parcels greater than 35 acres in size is exempt from subdivision review by San Miguel County.

3-103 Building Permits

No person(s) shall erect, construct, reconstruct, excavate for a foundation, alter or change the use of any building or other structure or improvements of land without obtaining a building permit or an exemption from the Building Department. Building Permits are not required in the WE Zone District. No person or entity owing money to the County, in any amount or for any purpose, may be granted any building permit approval. A building permit shall not be granted if "Access" (as defined in Article 6) to the property does not exist.

FIGURE 3-1

LAND USE ACTIVITIES AND REVIEW PROCEDURES

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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

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. Surveying Error
- b. Lot line adjustments;
- c. Parcels for Essential Community Facilities;
- d. Reversion to Acreage Plats;
- e. Agricultural Lands Lots Split;
- f. Open Land Protection;
- g. Fully Developed Residential Property;
- h. Single-lot Split in an Existing Subdivision;
- i. Wright's Mesa;
- j. West End
- k. Wright's Mesa Open Land Protection
- l. Wright's Mesa Essential Community Facilities & Parks

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 and less than 150 acres

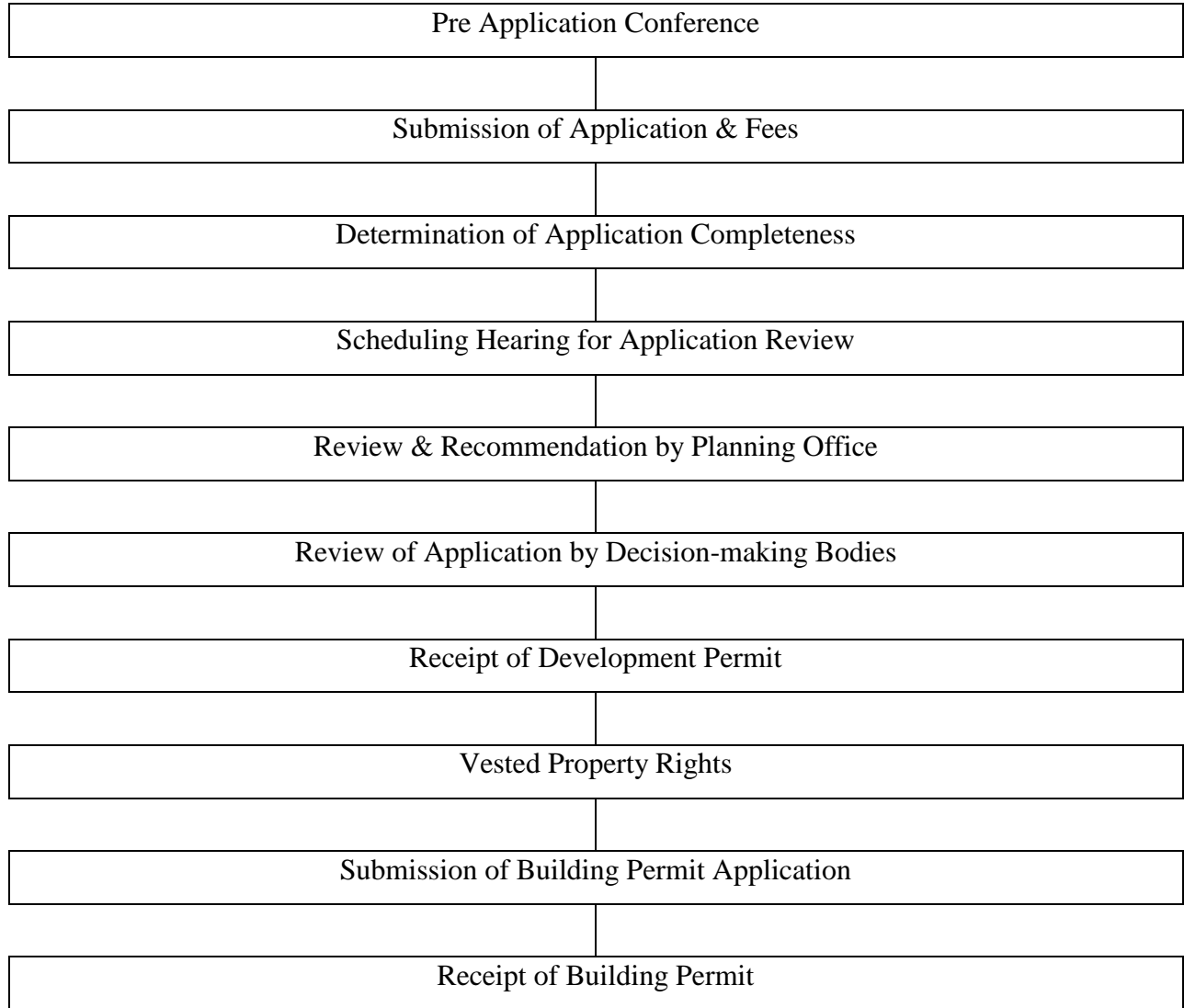
Five-step Reviews

Subdivisions

Planned Unit Developments

FIGURE 3-2

DEVELOPMENT REVIEW PROCESS



SECTION 3-2: OVERVIEW OF DEVELOPMENT REVIEW PROCESS

3-201 General

Article 3 establishes the procedures for submission and review of development permit applications. Figure 3-1 identifies the review procedure for each type of land use application.

3-202 Ten Stages of the Land Use Review Process

The land use review process is comprised of the ten stages, which are described in this section and depicted in Figure 3-2.

3-202 A. Pre-Application Conference

Prior to the formal submission of an application, it is required that an applicant confers with the Planning Office staff in a pre-application conference to obtain information and guidance. During the pre-application conference, the applicant or his or her representative shall describe the proposed development project. The Planning Office staff shall identify the procedural review requirements, applicable standards of the Code, vested rights procedures and referral agencies to be involved in the review process. The staff shall identify, pursuant to the Code, the submission contents for the type of development application required to be submitted, the number of copies and application fees. Determinations made by the staff regarding the procedures, standards and submission contents are not binding upon the Planning Commission or the Board of County Commissioners.

At the conclusion of the conference, an applicant will be presented with a written summary of the meeting on a pre-application summary sheet. The applicant shall be required to submit the pre-application summary sheet with the application.

3-202 B. Submission of Application and Fees

A development application shall be submitted in the standard form as specified by the staff and shall contain the submission contents identified by the staff in the pre-application conference pursuant to Article 4 of the Code. The development application shall be accompanied by a fee, as established by the Board, from time to time.

3-202 C. Determination of Application Completeness

Within seven working days of the submission of a development application, the Planning Director shall complete a preliminary review of the application to determine whether or not the application is complete.

Commencement of the PUD and Subdivision application review process does not occur until the application is certified complete. If the Planning Director determines that the application is incomplete, a written notice shall be sent to the applicant or applicant's representative specifying the deficiencies. No further action will be taken on the application until the application's deficiencies are remedied by the applicant. An application may be certified incomplete if a Land Use Code amendment applicable to the application is pending and such application shall be processed pursuant to the amended Land Use Code provision, if adopted.

If the application is determined to be complete, the Planning Director shall notify the applicant of its completeness. A determination of completeness shall not necessarily constitute a determination of compliance with the substantive requirements of the Code. The Planning Commission or the Board of County Commissioners may require more materials or information to be supplied by an applicant.

3-202 D. Scheduling Application Review Hearing

After the Planning Director determines that a development application is complete, the Planning Director shall send a letter notifying the applicant of the hearing date. Development applications will be scheduled for review before the Board or Commission at the earliest available agenda date but no sooner than 30 days following certification of completeness. Administrative reviews will be processed by the staff without a hearing. Agenda dates will be assigned to complete applications based upon the order in which the applications have been certified as complete and numbered by the Planning Director, unless determined otherwise by the Board. If public notice of a hearing is required, the Planning Director shall cause public notice to be given pursuant to Section 3-9 and send a copy of the notice to the applicant.

3-202 E. Review and Recommendation by the Planning Office

3-202 E. I. Comments from Referral Agencies

Once the application is certified as complete by the Planning Director, the application shall be referred to those County, City, State and Federal Agencies and neighborhood organizations selected by the Planning Director for comments.

All land use applications for property located within two miles of the boundaries and/or service area boundaries of incorporated areas shall be referred to the municipalities for referral comments. The Planning Office staff shall consider all referral comments in reviewing the development application.

3-202 E. II. Report and Recommendation

The Planning Office staff shall compile all comments and recommendations from referral agencies and shall make a written report and recommendation concerning the development application to the appropriate decision-making body. The report shall state whether or not the application conforms to the appropriate review standards and whether it should be approved, approved with conditions, disapproved or tabled for further consideration. The staff report shall be distributed to the decision-making bodies and the applicant at least one day prior to consideration.

3-202 F. Review of Application

3-202 F.I. Following the Planning Office review, a land use application shall be referred to the appropriate decision-making body for consideration at a public meeting, unless the land use application is subject only to administrative review. Each development application shall be subject to one of the following six review procedures:

- a. Building Permit Review (refer to Section 3-3)
- b. Administrative Review (refer to Section 3-4);
- c. One-step Planning Commission Review (refer to Section 3-5);
- d. One-step Board of County Commission Review (refer to Section 3-5);
- e. Two-step Review (refer to Section 3-6);
- f. Five-step Review (refer to Section 3-7).

3-202 F.II. Applications for development permits shall be considered by decision making bodies and approved, approved with conditions, disapproved or tabled for further consideration. A development permit shall be issued for a development request that meets the applicable standards of the Code. Conditions may be imposed upon a development request to assure compliance with the Code.

3-202 F.III. In the case of applications for development permits subject to administrative review, applications may be approved, approved with conditions, or disapproved by the Planning Director, or scheduled by the Planning Director for review by the Planning Commission or Board of County Commissioners at a duly noticed public meeting.

3-202 F.IV. Applications requiring more than one type of approval shall be processed simultaneously until all approvals have been obtained or until any necessary approval has been denied.

3-202 G. Receipt of Development Permit

Applications, which receive approvals or conditional approvals, qualify for a development permit. A resolution of approval signed by the chairperson of the decision-making body and recorded with the County Clerk and Recorder shall constitute the development permit. In the case of administrative reviews the Planning Director shall prepare and sign a development permit.

3-202 H. Vested Property Rights

Following receipt of a development permit, an applicant may request the Planning Office to initiate procedures for vesting property rights pursuant to Section 3-14.

3-202 I. Submission of Building Permit Application

Following a receipt of a development permit, an applicant may submit a building permit application to the Building Department unless specified otherwise in the development permit.

3-202 J. Receipt of Building Permit

Following a review of the building permit application, the Building Department shall issue a building permit to applicants whose applications comply with the appropriate development permits, if any, and the Uniform Building Code.

SECTION 3-3: BUILDING PERMIT REVIEW

3-301 General

Building permit development applications are reviewed by the Chief Building Official or his or her designee. The Chief Building Official may issue a building permit upon compliance with the Uniform Building Code and issuance of a development permit to an applicant by the Planning Director.

FIGURE 3-3

ADMINISTRATIVE REVIEWS: SUBMISSION CONTENTS AND STANDARDS

Land Use Activity	Land Use Code Section	
	Submission Contents	Standards
Accessory Dwelling Units	4-7	5-13
Minor Review of a Single-Family Residence in an Area of Local and State Interest / C.R.S. 1041 Environmental Hazard Review	4-6	5-4
Minor Amendments to Special Use Permits	4-7	5-10
Minor Amendments to Special Approvals Granted to Land Uses Subject to One-step Planning Commission or Board of County Commission Approval	4-7	5-10
Scenic Foreground Overlay Review for one Single-family Dwelling Unit	4-8	5-316
Insubstantial Amendments to Final Plat or Planned Unit Development (PUD)	4-6	5-15
Underground Electricity Transmission and Distribution Lines Carrying Less Than 115 Kilovolts	4-7	5-709
Collateral Release	3-1203	3-1203
Development in Wetland Area of Access or Utility associated with Residential Unit or House Site	4-2, 5-2202 B.	5-22
Development in a Watershed Protection Area	4-2, 5-2203 E	5-25
Secondary Dwelling Units in the WM Zone District	4-2	5-319D.
Open Land Protection for Four or Fewer Lots	4-2, 5-1207 E. I.	5-1207 D.
Minor Facility Oil and Gas Development	5-2603 B.& C.	5-2603

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 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.
- 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).

3-402 Administrative Review Procedure

Administrative 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.

3-402 A. Planning Office Review and Decision by Planning Director

3-402 A.I. An applicant seeking administrative review approval shall submit an application to the Planning Office consistent with the submission contents requirements described in Article 4 of the Code. The Planning Office shall review the application for compliance with the standards of the Code that are applicable to the development proposal.

3-402 A.II. After completion of the Planning Office review, the Planning Director shall:

- a. Issue a development permit, or
- b. Issue a development permit subject to conditions based upon the standards of the Code, or
- c. Issue a written denial of the application, or
- d. Schedule a public meeting before the Board of County Commissioners to consider the application.

3-402 A.III. The Planning Director may refer any Administrative Review application to the Board of County Commissioners for consideration. For example, the Planning Director may refer such applications to the Board in the event of a disagreement with an applicant regarding a condition of approval.

3-402 B. Appeal of Planning Director's Decision

An applicant or other affected and aggrieved person(s) may appeal the Planning Director's decision by preparing a letter addressed to the Planning Director requesting an appeal. The Board of County Commissioners shall conduct a public meeting within 60 days to consider such an appeal. The Board shall render its written decision within 30 days of the date of the appeal hearing, which decision shall constitute the final action of the County.

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. Surveying Error (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);
 - i. Agricultural Lands Lots Split (Refer to Section 4-6 for submission contents and Section 5-1206 for review standards); and
 - ii. Open Land Protection (Refer to Section 4-6 for submission contents and Section 5-1207 for review standards);
 - iii. Fully Developed Property (Refer to Section 5-1208 for standards);
 - iv. Single-lot Split in an Existing Subdivision (Refer to Section 5-1209 for standards);
 - v. Wright's Mesa (Refer to Section 4-6 for submission contents and Section 5-1210 for review standards); and
 - vi. West End (Refer to Section 4-6 for submission contents and Section 5-1211 for review standards).
 - vii. Wright's Mesa Open Land Protection (Refer to Section 4-6 for submission contents and Section 5-1212 for review standards).
 - viii. Wright's Mesa Essential Community Facilities & Parks (Refer to Section 4-6 for submission contents and Section 5-1213 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		
Land Use Activity	Land Use Code Section	
	Submission Contents	Standards
Land Use Activities Subject to Planning Commission Review		
Approval of Specific Land Uses Identified within Article 5 as Uses Subject to One-step Planning Commission Review	4-6	5-10
Scenic Foreground Overlay Reviews for all development other than construction of one Single-Family Dwelling Unit	4-8	5-316
Major Review of a Single-family Residence in an Area of Local and State Interest / 1041 Environmental Hazard Review	4-6	5-4
Equestrian Centers (allowed in Low Density Zone District only)	4-2	5-10, 5-24
Land Use Activities Subject to Board of County Commissioner Review		
Subdivision Exemptions for:		
Surveying Error	4-6	5-1202
Lot Line Adjustments	4-6	5-1203
Subdivision of Parcels for Community Facilities	4-6	5-1204
Reversion to Acreage Plats	4-6	5-1205
Agricultural Lot Split	4-6	5-1206
Open Land Protection	4-6	5-1207
Fully Developed Property	4-6	5-1208
Single-lot Split	4-6	5-1209
Wright’s Mesa	4-6	5-1210
West End	4-6	5-1211
Wright’s Mesa Open Land Protection	4-6	5-1212
Wright’s Mesa Essential Community Facilities & Parks	4-6	5-1213
Acceptance of Subdivision Roads	4-6	5-504
Reduction in Highway Setbacks	4-7	5-505

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 of the Land use Code.

FIGURE 3-5**TWO-STEP REVIEWS: SUBMISSION CONTENTS AND STANDARDS**

Land Use Activity	Land Use Code Section	
	Submission Contents	Standards
Substantial Plat Amendments	4-6	5-15
Substantial Planned Unit Development (PUD) Amendments	4-6	5-14
Land Uses Requiring Special Use Permits	4-6	5-10
Land Use Code Amendments	4-7	5-18
Rezoning	4-6	5-18
Conditional Uses on Federal Lands	4-7	5-11
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	4-6	5-4
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	4-701 J 4-701 J. 4-702	5-709
Development in Wetland Area other than Access, Utility, House on Previously Approved Parcel	4-2, 5-2203 E.	5-22
Modification of Ecological Sensitivity Boundaries	5-2502 B.	5-25
Major Facility Oil and Gas Development	5-2604 B.	5-2604
Subdivision Exemption for Wright's Mesa Greater Than 37 Acres & Less Than 150 Acres	4-6	5-1210

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 K. Modification of Watershed Protection, Ecological Sensitivity Area Boundaries.

- 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 parcels greater than 37 acres but less than 150 acres in size.

3-602 Procedures

- 3-602 A. General

Two-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 two-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.

- 3-602 B. Planning Commission Review

The Planning Commission shall review the application at a public meeting and either recommend approval, denial or approval with conditions or continue or table the application for up to two regular meetings (or longer at the request of an applicant) to allow for provision of additional information. The Planning Commission may document its recommendation within a resolution recorded with the County Clerk and Recorder.

- 3-602 C. Board of County Commissioners Review

The Board of County Commissioners shall review the application at a public hearing noticed pursuant to Section 3-9. The Board shall be the decision-making body for all two-step reviews and will document their decisions within a resolution recorded with the County Clerk and Recorder.

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

Land Use Activity	Land Use Code Section	
	Submission Contents	Standards
Subdivisions	4-3, 4-4 and 4-5	2-1 to 2-33 5-1 to 5-10
Planned Unit Developments	4-3, 3-4, 4-5 and 4-9	2-1 to 2-33 5-1 to 5-10, 5-14

3-702 Procedures

Five-step reviews shall be conducted pursuant to the ten stages of the land use review process described in Section 3-202 and the procedures described in this part of the Code. An applicant seeking a five-step review approval for any of the applications listed in section 3-701 shall submit an application to the Planning Director consistent with the submission contents described in Article 4 of the Code:

3-702 A. Steps One and Two - Planning Commission and Board of County Commissioners Sketch Plan Subdivision and Planned Unit Development (PUD) Review

3-702 A.I. Planning Commission Review

The Planning Commission shall review an application containing the submission contents identified in Sections 4-3 and 4-10 at a public hearing noticed pursuant to Section 3-9 and shall recommend approval, denial, approval with conditions or continuance (in accordance with Sections 3-703 and 3-1006). The Planning Commission may document its recommendation within a resolution recorded with the County Clerk and Recorder.

3-702 A.II. Board of County Commissioners Review

The Board of County Commissioners shall review the application at a public meeting. The Board shall be the decision-making body and shall document its decisions within a resolution recorded with the County Clerk and Recorder.

3-702 B. Steps Three and Four - Planning Commission and Board of County Commission Preliminary Subdivision and Planned Unit Development (PUD) Review

3-702 B.I. Within one year of the approval of Sketch Plan Subdivision Plan, the applicant shall submit a Preliminary Subdivision application containing the submission contents identified in Section 4-4 to the Planning Director or the Sketch Plan Subdivision approval shall expire.

3-702 B.II. The Planning Director shall consider the referral agency comments, citizen comments and the standards of the code and conditions imposed by the Board of County Commissioners during the Sketch Plan Subdivision Review and the standards which are applicable to the development as noted in Figure 3-6.

3-702 B.III. The Planning Director shall prepare a written report for consideration by the Planning Commission in accordance with 3-202 F.

3-702 B.IV. The Planning Commission shall review the Preliminary Submission application at a public meeting and recommend approval, denial or approval with conditions.

3-702 B.V. The Planning Commission may document its recommendation within a resolution

recorded with the County Clerk and Recorder.

- 3-702 B.VI. The Board of County Commissioners shall review the Preliminary Subdivision application at a public hearing noticed pursuant to Section 3-9 and grant or deny approval of the application or continue the hearing (in accordance with Sections 3-703 and 3-1006), based upon consideration of the staff report, Planning Commission recommendation, citizen comments and applicable standards of the Land Use Code.
- 3-702 B.VII. The Board of County Commissioners action shall be documented within a resolution recorded with the County Clerk and Recorder.
- 3-702 C. Step Five - Board of County Commissioners Final Plat Plan and Planned Unit Development (PUD) Review
- 3-702 C.I. An applicant seeking a five-step review shall submit a final plat subdivision application containing the submission contents identified in Section 4-5 to the Planning Director pursuant to the procedures in section 3-202.
- 3-702 C.II. The Board of County Commissioners shall consider the final plat subdivision application at a public meeting and grant or deny final approval of the application based upon consideration of the staff report, citizen comments and applicable standards of the Land Use Code.

3-703 Review and Continuance Process

All Subdivision and PUD reviews and amendments shall not be continued for more than forty days from the date of the public meeting/hearing without the written consent of the applicant. Any continuation of a public meeting/hearing shall be to a date certain.

An applicant may be requested, based on specific, objective criteria, by the reviewing body to redesign all or any portion of a plat or plan submitted for approval. If the applicant redesigns the plat or plan in accordance with the request, no further redesign shall be requested unless necessary to comply with a duly adopted county resolution, ordinance or regulation.

A meeting/hearing may be extended by the County to receive a recommendation from any agency to which a plat or plan was referred, but such extension shall not exceed thirty days unless the agency has notified the County that it will require additional time to complete its recommendation.

A technical dispute between a licensed or registered professional of the applicant and the County may be referred, at the applicant's request, to a qualified employee in the appropriate state department for a recommendation to facilitate a resolution of the dispute.

FIGURE 3-7

LAND USE ACTIVITIES REQUIRING PUBLIC HEARING

Land Use Activity	Body Responsible for Public Hearing
Subdivision Exemptions	Board of County Commissioners
Substantial Plat Amendments	Board of County Commissioners
Substantial Planned Unit Development (PUD) Amendments	Board of County Commissioners
Land Use Code Amendments	Board of County Commissioners
Rezoning	Board of County Commissioners
Subdivisions	Planning Commission for Sketch Plan Review and Board for Preliminary Review
Planned Unit Developments (PUD)	Planning Commission for Sketch Plan Review and Board for Preliminary Review
Floodplain Development Permit Uses by Special Review	Board of County Commissioners

SECTION 3-8: CONSOLIDATION OF APPLICATIONS

In the case of applications seeking multiple land use approvals, the various review requests shall be consolidated so that different requests for approvals are considered comprehensively by the decision-making bodies.

SECTION 3-9: PUBLIC NOTICE

3-901 General

Prior to 20 days before any meeting for which consideration of **any** land use application is scheduled, the applicant shall notify by First Class mail every property owner and condominium unit owner within 500 feet of the perimeter of the subject property as listed in the records of the San Miguel County Assessor. In addition, prior to 20 days before any meeting for which consideration of **any** land use application is scheduled, the applicant shall post notice of the scheduled consideration of the application. Mailing and posting of notice by an applicant prior to a meeting that is not a public hearing shall be carried out pursuant to Section 3-903 A., B. and C. In addition to the general notice provisions of Section 3-9, the San Miguel County Land Use Code may require additional notice for certain property owners and parties outside the 500 foot perimeter of the subject property for certain specific development applications, as set forth in the Land Use Code.

Prior to a **public hearing** on a development application, notice also shall be provided to the public pursuant to Section 3-903 D. Figure 3-7 identifies the various types of land use applications and steps in the review process at which time notice is to be given.

Pursuant to C.R.S. § 24-65.5-102(2)(a), a land use application that is subject to the requirements of public notice for neighboring property owners and the subsurface mineral estate underneath the subject property includes, but is not limited to, all public hearings and public meetings before either the County Planning Commission or the County Board of Commissioners, including preliminary or final plat for a subdivision, rezonings, any subdivision exemption creating more than one (1) new parcel, a planned unit development, and applications for special use permits where such applications are in anticipation of new surface development. In such case, the applicant shall provide notice, pursuant to C.R.S. §§ 30-28-133(10) and 24-65.5-103(1), to all owners and lessees of a mineral interest of record on the subject property of the pending application. For purposes of identifying the mineral estate owner on the subject property, the applicant or his representative shall examine the records in the office of the San Miguel County Clerk and Recorder. Notice to the mineral estate owner shall be provided by first class mail to the last-known address of record of the mineral estate owner not less than thirty (30) days before the date scheduled for the initial public meeting by San Miguel County.

Pursuant to C.R.S. § 24-65.6-102(2)(a) Application for Development does not include: building permit applications, applications for a change of use for an existing structure, applications for boundary adjustments, applications for platting of an additional single lot, applications for lot site plans, applications for a development permit, or applications with respect to electric lines, natural gas pipelines, steam pipelines, chilled or other water pipelines, or appurtenances to said lines or pipelines. An applicants failure/refusal to submit the required certification of notice required by C.R.S. §§ 24-65.5-103(4) and 104(2), will result in the public meeting or hearing being rescheduled to a later date.

3-902 Content

- 3-902 A. Every notice shall include:
- I. The name and address of the applicant;
 - II. The type of development application sought;
 - III. Date, time and place of the hearing;
 - IV. The address and legal description of the subject property, if applicable;
 - V. A summary of the Development Application under consideration; and
 - VI. Identification of the decision-making body conducting the hearing and such other information as may be required to apprise the public of the nature of the application.

3-903 Manner

- 3-903 A. General
- 3-903 A.I. Notice for all land use applications (as specified in Figure 3-7) shall be given pursuant to this section.
- 3-903 A.II. Notices shall contain the information described in Section 3-902.
- 3-903 A.III. The applicant shall use its best efforts to provide notice to the public, pursuant to Sections 3-7 and 3-903.
- 3-903 B. Posting
- 3-903 B.I. Posting of notice shall be made by the applicant by posting a sign in a conspicuous place on the property subject to the development application.
- 3-903 B.II. The applicant shall obtain a copy of the form of the sign from the Planning Office at least 20 days prior to the public meeting.

- 3-903 B.III. The sign shall be made of suitable, waterproof materials, shall be not less than 22 inches wide and 26 inches high, and shall be composed of letters not less than one inch in height.
- 3-903 C. Mailing
- 3-903 C.I. Written notice of an application for approval of a Development proposal shall be sent to the Owners of property located adjacent to the property subject to the application. Mailing of notice shall be made by the applicant, who shall obtain a copy of the notice from the Planning Director. The notice shall inform adjacent property Owners that they have 20 days from the time the notice is postmarked to notify the Planning Director in writing of any objection to the request for a Development Permit.
- 3-903 C.II. At least 20 days prior to the public meeting, notice shall be sent by first class, postage prepaid U.S. mail, to all Owners of property within 500 feet of the property subject to the Development application.
- 3-903 C.III. Except for notice to the subsurface mineral estate, which shall be determined by examination of the records of the San Miguel County Clerk and Recorder's Office in accordance with C.R.S. §§24-65.5-103(2), and 104(2), the names and addresses shall be of those on the current tax records of San Miguel County as they appeared either in the records of the San Miguel County Assessor or under the San Miguel County Geographic Information Systems (GIS) mapping program no more than 60 days prior to the date of the public meeting. GIS data may not accurately or completely reflect owners in multi-unit, multi-floor buildings in San Miguel County. In such instance, the applicant must examine the Assessor's information in addition to the GIS data in order to provide the required public notice.
- 3-903 C. IV. Should a land use application be subject to the public noticing provisions of Section 3.9 and C.R.S. § 24-65.5-103(1), the applicant must submit, to the Planning Department, a certification of compliance with these public notice requirements in accordance with C.R.S. § 24-65.5-103(4) and 104(2), prior to the initial public meeting on a land use application in anticipation of new surface development. The form for a certification of compliance with these public notice requirements shall be available from the San Miguel County Planning Department. Failure to submit the required certification of notice will result in the public meeting or hearing being rescheduled to a later date.
- 3-903 D. Publication
- The Planning Director shall cause notice of a hearing to be published one time in a newspaper of general circulation in the County at least 14 and no more than 45 days prior to the hearing.

SECTION 3-10: CONDUCT OF PUBLIC HEARINGS

3-1001 General

The general procedures in this section shall apply to all public hearings regarding the review of a development application by decision-making bodies.

3-1002 Oath or Affirmation

Upon request or direction of the Chairperson, testimony and evidence shall be given under oath or affirmation to the body conducting the hearing.

3-1003 Rights of all Persons

Any person or persons may appear at a public hearing and submit evidence either individually or as a representative of another person or organization. Each person who appears at a public hearing shall be identified and, if appearing on behalf of another person or an organization, shall state the name and mailing address of the person or the organization.

3-1004 Due Order of Proceedings

The Chairman of the decision-making body conducting a hearing may, at his discretion, evoke any and/or all of the following rules of order. The decision-making body conducting the hearing may exclude testimony or evidence that it finds to be irrelevant, immaterial or unduly repetitious. Any person may ask relevant questions of other persons appearing as witnesses, but shall do so only through the discretion of the Chairman. The order of proceedings shall be as follows:

- 3-1004 A. Nothing in this Section 3-1004 withstanding, if the applicant or the San Miguel County Planning Office fails to provide a notice pursuant to the provision of Sections 3-7 and 3-903, then such failure shall not constitute a procedural error that would result in voiding or in any way affecting the validity or enforceability of the action of the decision-making body at the public hearing. However, if the decision-making body finds that either the applicant or the San Miguel County Planning Office failed to use its best efforts in attempting to provide notice pursuant to the provision of Sections 3-7, 3-403 and/or 3-903, then the decision-making body may continue such hearing to a future date, at which time it will again address the issue of whether or not best efforts were used in attempting to provide notice pursuant to Sections 3-7, 3-403 and 3-903.
- 3-1004 B. The Planning Office staff shall present a narrative and graphic description of the development application.
- 3-1004 C. The Planning Office staff shall present a written and oral recommendation. This recommendation shall address each factor required to be considered by the Code and the **San Miguel County Comprehensive Development Plan** prior to development approval and shall be made available to the applicant submitting the development application at least one (1) working day prior to the hearing.

- 3-1004 D. The applicant shall present any information that it deems appropriate and shall demonstrate that public notice has been given, if required.
- 3-1004 E. Public testimony shall be heard, first in favor of the development application, then in opposition to it.
- 3-1004 F. The Planning Office staff may respond to any statement made by the decision-making body, by the applicant or by the public.
- 3-1004 G. The applicant may respond to any testimony or evidence presented by the Planning Office staff, the decision-making body or the public.

3-1005 Testimony

In the event any testimony or evidence is excluded as irrelevant or unduly repetitious, the person offering such testimony or evidence shall have an opportunity to introduce such testimony or evidence in written form into the official record. An offer of such testimony may be made at the hearing or in writing within five days after the close of the hearing.

3-1006 Continuance

The decision-making body conducting the hearing may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and place. No notice shall be required if a hearing is continued. Continuances shall be granted at the discretion of the decision-making body conducting the hearing only upon good cause shown. (Refer to Section 3-703 for continuation of Subdivision or PUD applications.) All adjourned public hearings shall commence only upon the giving of all notices that were required for the initial call of the public hearings.

3-1007 Other Rules

Other matters pertaining to the public hearing shall be governed by other provisions of the San Miguel County Code and applicable State statutes, applicable to the decision-making body conducting the hearing and its adopted rules of procedure, so long as the rules are not in conflict with this Section. The County's decision-making bodies may adopt rules of procedure to limit the number of development applications that may be considered at a hearing.

3-1008 Record

- 3-1008 A. Recording

The County Clerk shall record the proceedings by any appropriate means. The proceedings may be transcribed at the request and expense of any person.

3-1008 B. Composition

The following documents and information shall constitute the official record of the hearing:

- 3-1008 B.I. Record of oral proceedings including testimony and statements of personal opinions;
- 3-1008 B.II. The minutes of the County Clerk or the Clerk's designee;
- 3-1008 B.III. All applications, exhibits and papers submitted in any proceeding before the decision-making body;
- 3-1008 B.IV. The report and recommendation of the Planning Office;
- 3-1008 B.V. The decision and resolution of the decision making body;
- 3-1008 B.VI. San Miguel County Land Use Code;
- 3-1008 B.VII. San Miguel County Comprehensive Development Plan; and
- 3-1008 B.VIII. Any documents contained in the County's records that are relevant to the proceedings.

3-1008 C. Public Records

All records of decision-making bodies shall be public, open for inspection at reasonable times and upon reasonable notice.

3-1008 D. Final Actions by Decision-making Bodies

Any final decision made by a decision-making body shall be documented in a resolution signed by the Chairperson of the body. No action shall be considered to be final without proper signature and recording of the resolution.

SECTION 3-11: ACTIONS BY DECISION-MAKING BODIES

3-1101 General

- 3-1101 A. The decision-making body shall approve or approve with conditions only those applications it finds to be in compliance with the standards, and, if applicable, conditions imposed during previous stages of the review process.
- 3-1101 B. The decision-making body may continue any meeting and remand an application to the applicant for modification or further study if it finds there is insufficient evidence to take other action.

3-1101 C. The decision-making body shall execute all required actions within reasonable time frames.

3-1102 Sketch Plan Subdivision Approvals

3-1102 A. General

Sketch plan subdivision approval by the Board of County Commissioners shall not constitute acceptance of any required subsequent submission(s).

3-1102 B. Time Limits

Approval of a sketch plan shall be valid for one year from the date of approval by the Board of County Commissioners. If, within that time period, the required subsequent submission has not been filed, the Board may grant a one-time extension of the approval, for a period not to exceed one year, if the applicant demonstrates to the Board that substantial action has been taken in reliance on the sketch plan approval.

3-1103 Preliminary Subdivision Approvals

3-1103 A. General

Preliminary subdivision approval by the Board of County Commissioners shall not constitute acceptance or approval of the final plat.

3-1103 B. Time Limits

Approval of a preliminary plan shall be valid for one year from the date of approval by the Board of County Commissioners. If, within that year and within each year thereafter, a final plat submission has not been filed for at least a portion the approved preliminary plan, the Board may grant extension(s) of the approval for good cause shown.

3-1104 Rezoning and Special Review Approvals

3-1104 A. Rezoning and approvals of special uses which are made in conjunction with Planned Unit Developments (PUDs) or Subdivisions shall not be effective until the final plat is signed by the Board of County Commissioners.

3-1104 B. Approval of rezoning and special review applications in conjunction with sketch plan subdivision and preliminary PUD approvals shall not require the Board to grant such approvals at the final stage of the subdivision and PUD review.

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

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, 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.

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 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 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:

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.

EFFECTIVE DATE: _____, 2005.

(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)
) ss.
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

SECTION 3-13: AMENDMENTS TO DEVELOPMENT APPLICATIONS

3-1301 General

This section of the Code establishes the procedures for amendments to development applications.

3-1302 Development Permit Amendments

3-1302 A. Minor amendments

Minor amendments to all development applications may be permitted during the land use review process pursuant to the procedures in this section. The Board of County Commissioners shall determine whether or not the proposed amendment constitutes either a minor amendment or a major amendment to a development application pursuant to the standards in Section 5-10 and 5-15. Major amendments shall require a new sketch plan subdivision application and shall be reconsidered by the Planning Commission pursuant to Sections 3-5 or 3-6 whichever is applicable.

3-1302 B. After the Issuance of a Development Permit

I. Insubstantial Amendments

Minor amendments to an approved development application that has been issued a development permit may be allowed by administrative review pursuant to Section 3-4.

II. Substantial Amendments

Major Amendments to a development proposal that has been issued a development permit may be permitted by Two-step Review pursuant to Section 3-5.

SECTION 3-14: VESTED PROPERTY RIGHTS

3-1401 General

3-1401 A. Pursuant to the provisions of Article 68 of Title 24, C.R.S., a property right shall be deemed vested with respect to any property, following notice and public hearing, when required, upon the approval, or conditional approval, of a final plat, evidenced by the signing thereof by the Board of County Commissioners.

3-1401 B. A vested property right shall attach to and run with the applicable property and shall confer upon the landowner the right to undertake and complete the development and use of said property under the terms and conditions of the approval.

- 3-1401 C. The Board of County Commissioners, Planning Commission or Planning Director may approve a subdivision plat or grant other final approval upon such terms and conditions as may reasonably be necessary to protect the public health, safety and welfare. Such approval shall result in a vested property right, although failure to abide by such terms and conditions will result in a forfeiture of vested property rights upon a determination by the Board of County Commissioners, following notice and hearing.

3-1402 Vested Property Right Term

A property right that has been vested as provided in Section 3-1401 shall remain vested for a period of three years. However, the Board of County Commissioners may enter into development agreements with land owners specifying that property rights shall be vested for a period exceeding three years when warranted in light of all relevant circumstances, including but not limited to the size and phasing of development, economic cycles and market conditions. Such development agreements shall be adopted as legislative acts subject to referendum.

Issuance of a building permit or a development permit shall guarantee vested rights to use the property in compliance with the terms and conditions of final plat, although failure to comply with such terms and conditions shall result in forfeiture of vested property rights. Should no building permit or development permit be issued within said three years, the plan shall be terminated and the vested property right shall expire upon a determination by the Board of County Commissioners, following hearing and notice to interested parties.

3-1403 Extension of Vested Property Right Term

The affected landowner may request that the Board of County Commissioners grant an extension of the site-specific development plan for up to three years, provided that:

- 3-1403 A. A written request for an extension is submitted by the affected landowner within sixty (60) days of the date of termination of the vested property right;
- 3-1403 B. Such extension request shall be considered by the Board in a public hearing, notice of which shall be advertised not less than 30 days prior to such hearing in a newspaper of general circulation within the County;
- 3-1403 C. There is no conflict with the Land Use Code or that any conflict may be corrected by an amendment to the final plat, which shall be presented with the request for extension;
- 3-1403 D. The applicant has demonstrated that the final plat continues to be compatible with adjacent properties and the surrounding area, or that compatibility may be established by an amendment to the final plat, which shall be presented with the request for extension;

- 3-1403 E. The applicant has demonstrated that the final plat is consistent with the Comprehensive Development Plan; and
- 3-1403 F. Such extension, if granted, shall be valid only for the period approved by the Board of County Commissioners.

3-1404 Further Reviews

Following approval or conditional approval of a subdivision plat or other final approval, nothing in this resolution shall exempt such a plan or plat from subsequent reviews and approvals, including, but not limited to, construction drawings, drainage plans, building permit and certificate of occupancy to ensure compliance with the terms and conditions of the original approval, provided that such reviews and approvals are not inconsistent with said original approval.

3-1405 New Regulations

The establishment of a vested property right shall not preclude the application of land use regulations which are general in nature and are applicable to all property subject to land use regulation by the County, including, but not limited to, building, fire, plumbing, electrical, mechanical codes, and other public health, safety and welfare codes.

3-1406 Natural or Man-made Hazards

A vested property right shall automatically terminate upon the discovery on or in the immediate vicinity of the subject property of natural or man-made hazards which could not reasonably have been discovered at the time of site-specific development plan approval, and which, if uncorrected, would pose a serious threat to the public health, safety and welfare.

3-1407 Public Improvements

The vested property rights provided herein shall in no way diminish or alter the requirement for public improvements, or other requirements, as provided in County regulations.

3-1408 Effective Date of Final Plat Approval

A final plat shall be deemed approved upon the effective date of signing by the Board of County Commissioners, as set forth in Section 3-1401 A. In the event amendments to a final plat are

proposed and approved, the effective date of such amendments, for purposes of duration of a vested property right, shall be the date of signing of the original final plat, unless the Board of County Commissioners finds to the contrary and incorporates such finding in its approval of the amendment.

3-1409 Final Plat Language

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. In addition, a notice describing generally the type and intensity of use approved and the specific parcel or parcels of property affected and stating that a vested property right has been created shall be published once, not more than fourteen (14) days after approval of the final plat, in a newspaper of general circulation within the County.

3-1410 Fees

Fees for the processing of land use applications for proposed developments shall be set by resolution of the Board of County Commissioners commensurate with the level of service. Such fees may include all costs occasioned to the County, including publication of notices, public hearing and review costs, and engineering, and legal and other professional review costs.

3-1411 Other County Rules

Approval of a site-specific development plan shall not constitute an exemption from or waiver of any other provisions of the County's regulations pertaining to the development and use of property.