

CHAPTER 17 Subdivisions

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ARTICLE 1 Master Plan

[Sec. 17-1-10. Maintenance of Master Plan.](#)

Sec. 17-1-10. Maintenance of Master Plan.

The Master Plan of the Town, approved by the Board of Trustees on December 17, 1998 and amended from time to time, shall be maintained by the Town and copies made available to interested persons at the office of the Town Clerk.

(Ord. 03 §1, 2014)

ARTICLE 2 General Subdivision Provisions

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Sec. 17-2-10. Short title.

This Chapter shall be known and may be cited as the Subdivision Regulations of the Town of Foxfield, Colorado. For the purpose of this Chapter, the *Subdivision Regulations* or *these regulations* shall mean the Subdivision Regulations of the Town of Foxfield, Colorado.

(Ord. 03 §1, 2014)

Sec. 17-2-20. Purpose.

- (a) The subdivision of land is the first step in the process of urban development. The arrangement of land parcels for residential and recreational uses, utilities and other public purposes will determine to a large degree the qualities of health, safety and the environment.
- (b) These regulations are designed, intended and should be administered in a manner to seek to:
 - (1) Implement the Town's Master Plan.
 - (2) Establish adequate and accurate records of land subdivision.
 - (3) Relate harmoniously the development of the various tracts of land to the existing community and facilitate the future development of appropriate adjoining tracts.
 - (4) Provide for adequate, safe and efficient public utilities and improvements; and provide for other general community facilities and public places.
 - (5) Provide for light, air, parks and other spaces for public use.
 - (6) Protect the health and safety of the residents and preserve the quality of the environment.
 - (7) Assist in providing for protection from fire, flood and other dangers; and provide for proper design of storm water drainage and streets.
 - (8) Provide that the cost of improvements which primarily benefit the tract of land being developed be borne by the owners/developers of the tract, and the costs of improvements which primarily benefit the whole community be borne by the whole community.

(Ord. 03 §1, 2014)

Sec. 17-2-30. Jurisdiction.

These subdivision regulations shall apply to all land located in the Town.

(Ord. 03 §1, 2014)

Sec. 17-2-40. Interpretation.

In the interpretation and application of the provisions of this Chapter, the following shall govern:

- (1) Provisions are minimum requirements. In their interpretation and application, the provisions of this Chapter shall be regarded as the minimum requirements for the protection of the public health, safety, comfort, morals, convenience, prosperity and welfare. This Chapter shall be regarded as remedial and shall be liberally construed to further its underlying purposes.
- (2) Application of overlapping regulations. Whenever both a provision of this Chapter and any other provision of this Chapter or any provision of any other law, ordinance, resolution, rule or regulation of any kind contains any restrictions covering any of the same subject matter, whichever restrictions are more restrictive or impose higher standards or requirements shall govern.

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- (3) Existing permits. This Chapter is not intended to and shall not abrogate or annul any permits issued before the effective date of the initial ordinance codified herein.

(Ord. 03 §1, 2014)

Sec. 17-2-50. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

Alley means a strip of land dedicated to public use, located at the side or rear of lots and providing a secondary means of vehicular access to the property.

Block means a parcel of land intended to be used for urban purposes, which is entirely surrounded by public streets, highways, public walks, parks or green strips, rural or vacant land or drainage channels or a combination thereof.

Board of Trustees means the Board of Trustees of the Town of Foxfield.

Cul-de-sac means a short street having only one (1) end open to traffic and being terminated at the other end by a vehicular turnaround.

Disposition means a contract of sale resulting in the transfer of equitable title to an interest in subdivided land; an option to purchase an interest in subdivided land; a lease or assignment of an interest in subdivided land; or any other conveyance of an interest in subdivided land which is not made pursuant to one (1) of the foregoing.

Easement means a right in the public of any person to use the land of another for a special purpose not inconsistent with the general property rights retained by the owner.

Evidence means any map, table, chart, contract or any other document or testimony prepared or certified by a qualified person to attest to a specific claim or condition, which evidence must be relevant and competent and must support the position maintained by the subdivider.

Floodplain means the relatively flat or lowland area adjoining a river, stream, watercourse, lake or other body of standing water which has been or may be covered temporarily by flood water. For the purpose of this Chapter, the *floodplain* is defined as the area that would be inundated by the base flood and is used interchangeably with the term *one-hundred-year flood* and the term *special flood hazard area*.

Improvements means street grading; paving and curbing; fire hydrants; water mains; sanitary sewers; storm sewers and drains; pedestrian ways; crosswalks; and such other construction as may be designated by the Board of Trustees.

Lot means a block or other measured parcel intended as a unit for the transfer of ownership or for development.

Lot, double frontage means a lot which runs through a block from street to street and which abuts two (2) or more streets.

Master Plan means the Master Plan and amendments thereto for the Town, which has been officially adopted to provide development policies for current and long-range development within the Town.

National Cooperative Soil Survey means the soil survey conducted by the U.S. Department of Agriculture in cooperation with the State Agriculture Experiment Stations and other federal and state agencies.

Planning Commission means the Town of Foxfield Planning Commission. In the absence of a separate appointed Planning Commission, the Board of Trustees is hereby authorized to act as the Planning Commission for purposes of these regulations within the meaning of Part 2 of Article 23 of Title 31, C.R.S.

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Plat, final means the map of a proposed subdivision and specific supporting material drawn and submitted in accordance with the requirements of adopted regulations as an instrument for recording of real estate interests with the County Clerk and Recorder.

Plat, preliminary means the map of a proposed subdivision, drawn and submitted in accordance with the requirements of adopted regulations, to permit the evaluation of the proposal prior to detailed engineering and design.

Plat, sketch means a map of a proposed subdivision, drawn and submitted in accordance with the requirements of the subdivision regulations, to evaluate feasibility and design characteristics at an early state in the planning.

Public hearing means a meeting of the Planning Commission for the purpose of hearing comments, testimony, recommendations and other responses from the applicant, other interested parties and the general public regarding the applicant's proposal or appeal. Notice of the date, time, place and purpose of the public hearing shall be published at least once in a newspaper of general circulation in the Town at least fifteen (15) calendar days prior to the public hearing, shall be posted on the property, if practical, on a sign at least two (2) feet by three (3) feet for a period of fifteen (15) days prior to the public hearing, and posted by the applicant on the property for which the subdivision application is made. Publication and posting costs shall be paid by the applicant. The above-mentioned signs shall be removed no later than one (1) week following the hearing or continued hearing.

Regular meeting means any regularly scheduled or special meeting of the Board of Trustees acting as the Planning Commission or the Planning Commission that conforms to the requirements of state statutes and this Code for a legal meeting.

Resubdivision means the changing of any existing lot on any subdivision plat previously recorded with the County Clerk and Recorder.

Right-of-way means all streets, roadways, sidewalks, alleys and all other areas reserved for present or future use by the public as a matter of right, for the purpose of vehicular or pedestrian travel.

Street means a dedicated public right-of-way which provides vehicular and pedestrian access to adjacent properties. This definition shall include the terms *road*, *lane*, *place*, *avenue*, *drive* and other similar descriptions.

Subdivider or *developer* means any person, firm, partnership, joint venture, association or corporation who shall participate as owner, promoter, developer or sales agent in the planning, platting, development, promotion, sale or lease of a subdivision, and who either owned the land or has written authorization from the owner of the land to proceed with the subdivision.

Subdivision means the division of a lot, tract or parcel of land into two (2) or more lots, plats, sites or other divisions of land for the purpose, whether immediate or future, of sale or of building development. It includes resubdivisions and, when appropriate to the context, relates to the process of subdividing or to the land or territory subdivided.

Subdivision improvements agreement means one (1) or more security arrangements which may be accepted by the Town to secure the construction of such public improvements as are required by the subdivision regulations within the subdivision, and shall include collateral such as, but not limited to, performance or property bonds, private or public escrow agreements, loan commitments, assignments of receivables, liens on property, deposit of certified funds or other similar surety agreements.

(Ord. 03 §1, 2014)

Sec. 17-2-60. Severability.

It is hereby declared to be the legislative intent of the Board of Trustees that the provisions of this Chapter shall be severable in accordance with the provisions set forth below:

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- (1) If any provision is declared invalid by a decision of any court of competent jurisdiction, it is hereby declared to be the legislative intent that:
 - a. The effect of such decision shall be limited to that provision or those provisions which are expressly stated in the decision to be invalid; and
 - b. Such decision shall not affect, impair or nullify this Chapter as a whole, or any other part thereof, but the rest of this Chapter shall continue in full force and effect.
- (2) If the application of this Chapter to any tract of land is declared to be invalid by a decision of any court of competent jurisdiction, it is hereby declared to be the legislative intent that:
 - a. The effect of such decision shall be limited to that tract of land immediately involved in the controversy, action or proceeding in which the judgment or decree of invalidity was rendered; and
 - b. Such decision shall not affect, impair or nullify this Chapter as a whole or the application of any provision thereof to any other tract of land.

(Ord. 03 §1, 2014)

Sec. 17-2-70. Enforcement and penalties.

- (a) It is unlawful for any person, being the owner or agent of the owner of any land located within the Town, to transfer, sell, agree to sell or offer to sell any land which would constitute a subdivision as described herein, or to refer to, exhibit or use a plat of a proposed subdivision, before such plat has been approved by the Planning Commission and recorded or filed in the office of the County Clerk and Recorder. The penalties for a violation of this Section shall be as described in Subsection (c) below. The description of such lot or parcel by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transaction.
- (b) All departments, officials and public employees of the Town vested with the duty or authority to issue permits shall conform to the conditions of these regulations and shall issue no permits or certificates for the use or construction of buildings or other improvements requiring a permit, upon any land for which a plat is required by this Chapter, unless and until the requirements thereof have been duly complied with. It shall be the duty of the Board of Trustees, the Town Administrator, the Town Attorney, the Town Planner and the Building Inspector to enforce the provisions of these regulations.
- (c) Penalties.
 - (1) It is a misdemeanor for any person to violate any of the provisions stated or adopted in this Chapter. Every person convicted of a violation of any provision stated or adopted in this Chapter shall be punished as set forth in Section 1-4-20 of this Code for each lot or parcel so transferred or sold, agreed or negotiated to be sold, or offered to be sold.
 - (2) The Town may further enjoin such transfer or sale or agreement by appropriate action brought in any court of competent jurisdiction and may recover therein all penalties provided for herein and all reasonable costs, expenses and attorney's fees incurred therein.

(Ord. 03 §1, 2014)

ARTICLE 3 Subdivision Procedures

Division 1 - General Provisions

Division 2 - Preliminary Plat and Submittal

Division 3 - Final Plat and Submittal

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Division 4 - Minor Subdivisions and Amended Plats

Division 5 - Additional Provisions

Division 1 General Provisions

[Sec. 17-3-10. General procedure.](#)

[Sec. 17-3-20. Fees.](#)

[Sec. 17-3-30. Land dedication or cash payment in lieu thereof.](#)

[Sec. 17-3-40. Sketch plat and submittal.](#)

Sec. 17-3-10. General procedure.

- (a) The subdivision of land within the Town shall be accomplished by the combined actions of the subdivider and the Planning Commission. Only the Planning Commission has authority to accept a plat for filing, thereby permitting the subdivision.
- (b) The first step in the process is for the subdivider to submit a sketch plat to the Planning Commission. The Planning Commission shall review the submittal and advise the subdivider of whatever comments or recommendations it deems appropriate.
- (c) The second step is for the subdivider to submit the preliminary plat to the Planning Commission. After proper notice is given to neighboring property owners and referrals made to appropriate agencies, the Planning Commission will review the submittal at a public hearing. The Planning Commission, following a public hearing, shall approve, approve conditionally or disapprove the plat. Approval shall be valid for twelve (12) months only.
- (d) The last step is for the subdivider to submit the final plat to the Planning Commission. The final plat must correspond in every significant respect with the preliminary plat as previously approved. The Planning Commission shall review the final plat at a regular meeting and shall approve, disapprove or approve conditionally the final plat.

(Ord. 03 §1, 2014)

Sec. 17-3-20. Fees.

- (a) There shall be paid to the Town Treasurer at the time of submission of the preliminary plat a fee in an amount determined by resolution of the Board of Trustees.
- (b) Applicants for subdivision approval, including plat amendments, shall also pay for planning and engineering review services, attorney and consultant fees and other costs and expenses incurred by the Town and made necessary as a result of said application. Applicants shall sign a Cost Reimbursement Agreement in the form attached as Appendix 17-A to this Chapter. The Town shall have the right and authority to make disbursements from said escrow account at its sole discretion for planning and engineering review services, attorney and consultant fees, administrative costs and other costs and expenses incurred with regard to said application. Any balances remaining in the escrow account following approval, denial or withdrawal of said application shall be returned to the applicant without interest. In the event said funds are exhausted before final disposition of said application, the applicant shall make a supplemental deposit to said escrow account in a reasonable amount to cover future costs and expenses, as determined by the Town Administrator, based on past expenditures. Failure to make necessary supplemental deposits shall cause the application process to cease until

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the required deposits are made. The Town Administrator, with cause, may reduce the amount of the initial escrow deposit; however, the applicant shall remain responsible for the actual cost of the planning and engineering review services and other consultant fees, including, without limitation, legal fees and other costs and expenses incurred by the Town. If the Town incurs costs and expenses beyond the amount deposited with the Town and the applicant does not pay those costs and expenses within ten (10) days after written notice from the Town, then, in addition to the other remedies the Town may have, the Town shall be entitled to a lien on the property that is the subject of the application, or the Town may elect to certify the assessed costs and expenses to the office of the County Treasurer for collection in the same manner as general property taxes are collected. Such lien shall be perfected and foreclosed upon in accordance with applicable state laws. Nothing herein shall authorize the Town to charge the applicant for costs and expenses the Town incurs as a result of litigating a matter against the applicant or against a third party.

- (c) The subdivider shall pay actual costs for county filing fees. This fee may be paid after approval of the final plat.

(Ord. 03 §1, 2014)

Sec. 17-3-30. Land dedication or cash payment in lieu thereof.

In addition to provisions for roads and easements for drainage and utilities, every subdivider, in order to facilitate the acquisition and development of open space, parks and trails as contemplated by the Town's Master Plan and Parks and Trails Master Plan, and other community recreational, cultural, educational and civic amenities and facilities, shall convey to the Town an area of land from within the subdivision that is not less than seven and one-half percent (7.5%) of the gross area of all land being subdivided. The Town may, in its discretion, accept in lieu of such land dedication either land located outside of the land being subdivided or a payment equivalent to the fair market value of the land required for dedication hereunder, or some combination thereof. In the event the Town elects to require the dedication of land from the land being developed, the Town and the subdivider shall determine what land shall be dedicated and whether in fee simple or by easement, taking into account the existing and anticipated parks, trails and other recreational amenities as provided in the Town's Master Plan and Parks and Trails Master Plan, provided that the Town's reasonable determination of what land shall be dedicated shall control in the event the Town and the subdivider do not agree. Land dedications and cash payments in lieu thereof under this provision shall be used to provide, improve and maintain open space, parks, trails and other recreational amenities for the benefit of all residents of the Town. In addition, every subdivider shall pay to the Town a development fee in an amount determined by resolution of the Board of Trustees.

- (1) Such development fees shall be devoted to the development of open space, parks and trails as contemplated by the Town's Master Plan and Parks and Trails Master Plan and other community recreational, cultural, educational and civic amenities and facilities.
- (2) All cash fees payable to the Town under this Section shall be due to the Town prior to the recording of the plat or per contract. They shall be placed in the Land Dedication Fund of the Town for future disbursement by the Board of Trustees.

(Ord. 03 §1, 2014)

Sec. 17-3-40. Sketch plat and submittal.

- (a) The subdivider shall submit to the Planning Commission the sketch plat reflecting such information and in the form as required by Section 17-4-40 of this Chapter, and the dated sketch plat shall be retained by the Town.
- (b) The subdivider may submit such additional material or information which the subdivider or the Planning Commission deems supportive of the proposed subdivision.

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- (c) The Planning Commission shall review the sketch plat submittal to determine if it is consistent with the standards set forth in this Chapter, and will suggest to the subdivider whatever changes, if any, are recommended in the plan. The Planning Commission shall respond to the applicant within a period of sixty (60) days.

(Ord. 03 §1, 2014)

Division 2 Preliminary Plat and Submittal

[Sec. 17-3-110. Requirements for subdivider.](#)

[Sec. 17-3-120. Action required by Planning Commission.](#)

Sec. 17-3-110. Requirements for subdivider.

- (a) The subdivider shall submit to the Planning Commission the preliminary plat reflecting such information and in the form required by Section 17-4-40 of this Chapter. The plat shall comply with the principles, standards and criteria of Section 17-4-30 and Article 5 of this Chapter. All plats shall be dated when they are received to avoid confusion at a later time.
- (b) The subdivider shall furnish a letter addressing the land dedication requirement of Section 17-3-30 of this Article and outlining in preliminary fashion how he proposes to satisfy this requirement.
- (c) The subdivider shall furnish documentary evidence of at least a preliminary nature, indicating the manner in which the following essential items will be provided to the subdivision. The essential items are:
 - (1) Water supply.
 - (2) Sewage disposal.
 - (3) Electricity.
 - (4) Gas.
 - (5) Storm drainage.
 - (6) Telephone.
- (d) The subdivider shall submit, at least in summary or outline form, any agreements as may be required by Sections 17-4-10 and 17-4-20 of this Chapter relating to improvements.
 - (1) In the event any portion of the land to be subdivided lies within the boundary of the one-hundred-year frequency floodplain, the subdivider shall submit a floodplain development plan consisting of a map and supporting data. The map shall show:
 - a. All lots in the subdivision, any part of which lies within the one-hundred-year floodplain.
 - b. All lands adjacent to the above-described lots for a distance of two hundred (200) feet in all directions.
 - c. Location of all reasonably anticipated structures on lots in the subdivision, when any part of the lot lies within the one-hundred-year floodplain.
 - (2) The floodplain development plan must show to the satisfaction of the Planning Commission that all lots, any part of which falls within the one-hundred-year floodplain, do provide or can be improved to provide for the structures reasonably anticipated for the lot and that such structures can be constructed in compliance with existing ordinances or regulations approved by the Town.

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- (e) In the event that the preliminary plat covers only a portion of the subdivider's entire holding, a sketch plat of the prospective street systems and the approved zoning for the entire tract shall accompany said plat. Filing fees will not be paid on the additional area until such time that a preliminary plat is actually submitted for such area.
- (f) Written notice of the forthcoming Planning Commission hearing at which the plat will be considered shall be given at least ten (10) days in advance by the subdivider by receipted personal service or receipted certified mail to the owners of all property (exclusive of streets, alleys and easements) within five hundred (500) feet of any portion of the proposed subdivision, and a certificate of mailing shall be filed with the Town Clerk. Such written notice shall specify that the proposed plat may be inspected at the Town offices by appointment prior to the hearing and that any person may appear at said meeting to protest such subdivision. If a variance is requested by the subdivider in accordance with Section 17-3-420 of this Article, the written notice shall make specific reference thereto.

(Ord. 03 §1, 2014)

Sec. 17-3-120. Action required by Planning Commission.

- (a) Distribution. The Town Planner, on behalf of the Planning Commission, shall submit the preliminary plat to such of the following agencies, and to other agencies as he deems appropriate, with a request for prompt return of comments and recommendations.
 - (1) Town Engineer.
 - (2) Fire District.
 - (3) Arapahoe County.
 - (4) Adjacent municipalities.
 - (5) Water and/or Sanitation District.
 - (6) Telephone company.
 - (7) Gas and electric company.
 - (8) Tri-County Health.
 - (9) Colorado Department of Public Health and Environment.
 - (10) State Engineer regarding water wells.
 - (11) Colorado Department of Transportation.
 - (12) Arapahoe County Sheriff's Office.
 - (13) School district.
 - (14) Arapahoe County Open Space Department.
- (b) Failure of a reviewing agency to forward its comments to the Town within twenty (20) calendar days after receiving a plat may be interpreted to indicate there are no objections to said plat.
- (c) Public hearing. The Planning Commission shall schedule a public hearing to consider the proposed subdivision. Notice of this date shall be given to the subdivider at least fifteen (15) days in advance of the hearing.
- (d) Following the public hearing referred to in the preceding Subsection, the Planning Commission may approve, conditionally approve or disapprove the preliminary plat.
- (e) Approval of a preliminary plat shall be effective for a period of twelve (12) consecutive months. Twelve-month extensions may be granted by the Planning Commission. The extensions may be for an unlimited number of twelve-month periods. If a preliminary plat extension is not granted, a new

preliminary plat must again be submitted before action may be taken on a final plat. Any fees that have previously been paid are forfeited.

(Ord. 03 §1, 2014)

Division 3 Final Plat and Submittal

[Sec. 17-3-210. Requirements for subdivider.](#)

[Sec. 17-3-220. Action required by Planning Commission.](#)

Sec. 17-3-210. Requirements for subdivider.

- (a) Within the time limits prescribed in Section 17-3-120 of this Article following approval of the preliminary plat, the subdivider shall submit to the Planning Commission the final plat, prepared in accordance with the requirements of Section 17-4-40 of this Chapter and consistent in every significant respect with the preliminary plat as approved and, in addition, complying with conditions if conditionally approved.
- (b) The subdivider shall also submit the following where appropriate:
 - (1) A current commitment for title insurance showing the ownership to the property in the proposed subdivision, together with liens, encumbrances and restrictions thereon, if any.
 - (2) Treasurer's certificate of taxes, reflecting that taxes are not delinquent.
 - (3) A general warranty deed which deeds to the Town, or other appropriate public agency, all lands other than streets which are to be held for or used for public purposes.
 - (4) Subdivision improvement agreements in accordance with Sections 17-4-10 and 17-4-20 of this Chapter.
 - (5) Certified check representing the amount in lieu of land donation required of the subdivider pursuant to Section 17-3-30 of this Article.
 - (6) Attorney's certificate.
 - (7) Proof satisfactory to the Planning Commission that all essential services, as specified in Subsection 17-3-110(c) of this Article, will be provided to the subdivision.
 - (8) Street profiles in accordance with Section 17-4-30 of this Chapter.
 - (9) Two (2) sets of pavement design computations in accordance with Section 17-4-30 of this Chapter.
 - (10) One (1) sepia with approved house numbers and two (2) prints of the same.

(Ord. 03 §1, 2014)

Sec. 17-3-220. Action required by Planning Commission.

- (a) The Planning Commission shall seek such comments on the final plat submittal from such other governmental units, utilities, service companies or consultants as it deems appropriate. The Planning Commission may request from the Town Attorney and Town Engineer their written opinions as to the legal and engineering sufficiency of the final plat submittal.

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- (b) The Planning Commission shall, at a regular meeting, review the final plat submittal and whatever information is obtained pursuant to Subsection (a) above and Section 17-3-210 above, and approve, conditionally approve or disapprove the final plat.
- (c) Following the approval of the final plat by the Planning Commission, the plat shall be signed by the Chairman of the Planning Commission and attested by the Town Clerk. The Town Clerk shall then record the final plat and any other documents required in the office of the County Clerk and Recorder. All costs of recording shall be paid by the applicant.
- (d) Any conditional or final approval of a final plat by the Planning Commission shall be effective for a period of twelve (12) consecutive months. In the event all required conditions are not fully met or the plat is not signed by the appropriate Town officials within said period of time, the subdivider shall submit a new proposed final plat before any further action may be taken. Any fees that have been previously paid are forfeited. In considering the new proposed final plat, the Planning Commission may impose any reasonable additional conditions to the approval of same and may require a review and re-evaluation of the land dedication provisions as set forth in Section 17-3-30 of this Article. For good cause shown, the Planning Commission may grant an applicant a twelve-month extension of this time limitation. This Section shall apply to any final plat now pending or hereinafter submitted.

(Ord. 03 §1, 2014)

Division 4 Minor Subdivisions and Amended Plats

[Sec. 17-3-310. Purpose.](#)

[Sec. 17-3-320. Definition of minor subdivision and minor amendment.](#)

[Sec. 17-3-330. Application fee.](#)

[Sec. 17-3-340. Contents of plat and application.](#)

[Sec. 17-3-350. Minor subdivision and minor amendment approval procedure.](#)

[Sec. 17-3-360. Standards for minor subdivision and minor amendment approval.](#)

[Sec. 17-3-370. Conditions for approval.](#)

Sec. 17-3-310. Purpose.

The purpose of this Division is to establish a subdivision process applicable to certain small and simple divisions of property as well as minor amendments to existing subdivision plats. This Division is intended to provide for the faster processing of final and amended subdivision plats without the need to pursue sketch plan or preliminary plan processing or approvals by the Town.

(Ord. 03 §1, 2014)

Sec. 17-3-320. Definition of minor subdivision and minor amendment.

- (a) A *minor subdivision* is any division of land that:
 - (1) Divides a parcel of land held in single or common ownership into two (2) parcels; and
 - (2) Does not create or result in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard, including but not limited to lot area, building height, setback, private road or private drive standards, parking, drainage requirements or access or public amenities, including public roads, easements, rights-of-way, parks, open spaces or trails.

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- (b) A *minor amendment* is any amendment to or modification of an existing subdivision plat that:
- (1) Does not relocate previously established lot lines;
 - (2) Does not result in a lot consolidation or minor lot adjustment (as defined in Section 17-6-20 of this Chapter); and
 - (3) Does not create or result in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard, including but not limited to lot area, building height, setback, private road or private drive standards, parking, drainage requirements or access or public amenities, including public roads, easements, rights-of-way, parks, open spaces or trails.

(Ord. 03 §1, 2014)

Sec. 17-3-330. Application fee.

The fee for a minor subdivision or amended plat application shall be in an amount determined by resolution of the Board of Trustees. In addition to the application fee, applications for minor subdivisions or amended plats must comply with the escrow deposit requirements of Subsection 17-3-20(b) of this Article and the land dedication or cash payment requirements of Section 17-3-30 of this Article.

(Ord. 03 §1, 2014)

Sec. 17-3-340. Contents of plat and application.

- (a) The contents of the minor subdivision plat or amended plat and the application for approval are the same as the contents and application for a final plat contained in Article 4 of this Chapter, except that the title of the subdivision plat shall prominently identify the proposed name of the subdivision, together with the phrase *minor subdivision* or *minor amendment*. A minor amendment shall carry over from the existing subdivision plat all notations, easements and conditions that are not the subject of the amendment request.
- (b) Minor subdivision. The following application materials must be submitted for any minor subdivision request:
- (1) An application in a form approved by the Town, which may be in the form of a letter signed by the owner or owners requesting approval of the minor subdivision pursuant to this Article.
 - (2) Current commitment for title insurance required by Paragraph 17-3-210(b)(1) of this Article or, in the alternative where no dedication of property to the public is proposed by the plat, all of the following:
 - a. A copy of a recorded deed for all of the property described in the application evidencing that the applicant is the fee owner of the property;
 - b. A written, executed and notarized statement of the applicant representing to the Town that he is the fee owner of the property; and
 - c. A certified copy of documentation from the County Assessor or County Clerk and Recorder evidencing that the applicant is the owner of record of the property.
 - (3) Topography for the entire property subject to subdivision expressed in one-foot contours in USGS datum.
 - (4) A statement or tabulation reflecting the total acreage of the subdivision and breakdown as to land uses; such as building lots, streets, deeded public areas and easements.
 - (5) A study by a professional engineer licensed to practice in the State, detailing the method for moving storm water through the subdivision. The study shall include:

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- a. Detailed description of existing ditches, culverts and irrigation facilities, including the condition or quality of such improvements;
 - b. Calculations of projected quantity of storm water naturally entering the proposed subdivision;
 - c. Quantities of flow from each pickup point;
 - d. Locations, size and grades of required culverts, drain inlets and storm drainage sewers;
 - e. Elevations of any adjacent or on-site delineated floodplains;
 - f. Projected impacts on any downstream property; and
 - g. Details of on-site detention of storm water if required. Storm water detention is required unless no adverse impact is shown downstream to a delineated floodplain.
- (6) Construction details for any public improvements.
 - (7) An agreement relating to public improvements as required by Sections 17-4-10 and 17-4-20 of this Chapter.
 - (8) Documentary evidence of water supply, sewage disposal, electricity, gas and telephone.
 - (9) Floodplain development plan consisting of map and supporting data if the property is in a floodplain.
 - (10) Letter addressing land dedication requirements outlining how the subdivider proposes to meet the land dedication requirements of Subsection 17-3-30(a) of this Article.
 - (11) Additional information deemed necessary by the Town to evaluate the proposed application or plat.
- (c) Minor amendment. The following application materials must be submitted for any minor amendment request:
- (1) An application in a form approved by the Town, which may be in the form of a letter signed by the owner or owners requesting approval of the minor amendment pursuant to this Article.
 - (2) Current commitment for title insurance required by Paragraph 17-3-210(b)(1) of this Article or, in the alternative where no dedication of property to the public is proposed by the plat, all of the following:
 - a. A copy of a recorded deed for all of the property described in the application evidencing that the applicant is the fee owner of the property;
 - b. A written, executed and notarized statement of the applicant representing to the Town that he is the fee owner of the property; and
 - c. A certified copy of documentation from the County Assessor or County Clerk and Recorder evidencing that the applicant is the owner of record of the property.

(Ord. 03 §1, 2014)

Sec. 17-3-350. Minor subdivision and minor amendment approval procedure.

The Planning Commission shall hold a public hearing to consider the subdivision's conformance with the requirements of this Chapter and this Article. The Planning Commission shall render a decision to recommend approval, conditional approval or denial of the minor subdivision or minor amendment.

(Ord. 03 §1, 2014)

Sec. 17-3-360. Standards for minor subdivision and minor amendment approval.

The approval or conditional approval of any minor subdivision or minor amendment by the Planning Commission shall require a finding that the applicant established each of the following by competent and sufficient evidence:

- (1) The proposed subdivision meets the definition of a minor subdivision or minor amendment contained in this Division;
- (2) The proposed subdivision fully conforms to all applicable requirements for the zone district in which the property is located, including but not limited to requirements for setbacks and minimum lot sizes;
- (3) The proposed subdivision meets or satisfies all other applicable requirements of this Code;
- (4) The streets, whether public or private, and all public improvements necessary to serve the subdivision meet or exceed the requirements of the Town;
- (5) Adequate utility easements are established within the affected property to provide service to the lots created by or illustrated upon the minor plat;
- (6) Existing public trails located within the lots illustrated upon the minor plat are preserved or new trails are dedicated by the plat that will provide, in the opinion of the Town, a substantially similar or improved trail system in terms of route, grade, access, surface quality, ease of maintenance and safety;
- (7) The proposed configuration, shape, arrangement and layout of the lots, conditions placed on the lots and any streets do not, in the opinion of the Town, create a lot or street that is inconsistent or incompatible with other lots or streets within the neighborhood or the vicinity, or do not substantially and adversely affect adjacent properties; and
- (8) The proposed subdivision substantially conforms to the goals and policies of the Town's Master Plan to the extent that such goals and policies establish requirements that are sufficiently specific to permit the Planning Commission or Board of Trustees to decide that the application and subdivision plat meets or fails to meet such goal or policy.

(Ord. 03 §1, 2014)

Sec. 17-3-370. Conditions for approval.

The Planning Commission may impose reasonable conditions upon any approval of a minor subdivision or minor amendment that are necessary to ensure continued conformance with these standards of approval, this Code or other conditions deemed necessary based on the evidence presented to the Planning Commission to protect the health, safety and welfare of the Town and its residents.

(Ord. 03 §1, 2014)

Division 5 Additional Provisions

[Sec. 17-3-410. Building permits.](#)

[Sec. 17-3-420. Variance procedure.](#)

Sec. 17-3-410. Building permits.

- (a) No building or construction permit shall be issued covering unplatted property unless the property has been specifically exempted from the subdivision process by definition or by official action of the Board of Trustees.
- (b) Prior to the issuance of a building permit, the Town will require the following subdivision improvements to be completed:
 - (1) Survey monuments. As required by Town specifications.
 - (2) Water mains. If provided, the subdivider shall provide adequate mains and stubs to each lot in such a manner that street and sidewalk cuts will not be required to hook up.
 - (3) Fire hydrants. As required according to Town or Fire District specifications.
 - (4) Site and street grading. As required by Town specifications.
- (c) Prior to issuance of a certificate of occupancy, the Town will require the following improvements to be completed:
 - (1) Sanitary sewers. If provided, the subdivider shall provide adequate lines and stubs to each lot in such a manner that street and sidewalk cuts will not be required to hook up.
 - (2) Storm drainage. The subdivider shall provide storm sewers, culverts and bridges where required.
 - (3) Streets. Base construction will be completed.
 - (4) Street signs. As required according to Town specifications.
 - (5) Utilities (telephone, electric services and gas lines). These shall be installed underground and shall be in place.

(Ord. 03 §1, 2014)

Sec. 17-3-420. Variance procedure.

- (a) Application for variance. A subdivider may submit an application for a variance to this Chapter or Chapter 16 in writing to the Board of Adjustment, setting forth the extent of the requested variance supported with reasons for the request.
- (b) Time and place of regular meeting. The Board of Adjustment shall, upon receipt of such application, set a public hearing and notify the applicant of the time and place of such hearing. Notice shall be given of the public hearing pursuant to the requirements of this Chapter.
- (c) Board of Adjustment action. Following the public hearing referred to in Subsection (b) above, the Board of Adjustment shall issue a final determination approving or denying the variance within sixty (60) days.
- (d) Criteria for granting variances. Approval of variances shall be based fundamentally on findings that unusual topographical or other exceptional conditions or circumstances not caused by action of the subdivider require such variance, modification or waiver; and that the granting thereof will not adversely affect the general public nor have the effect of nullifying the intent and purpose of these regulations. In addition to those findings, no approval of any variance under this Section shall be granted unless the Board of Adjustment finds that:
 - (1) Reasonable protections are afforded adjacent properties;
 - (2) The requested variance will not have an adverse impact on the character of the neighborhood or have an adverse effect on the physical or environmental conditions of the surrounding properties; and

- (3) The variance is the minimum variance necessary to alleviate the exceptional condition or circumstance.
- (e) Limitation of variances. In no case shall a variance be granted for a lot that is not lawful under the provisions of this Code. In no case shall any variance, modification or waiver be more than a minimum change in requirements and, except for a variance of the minimum lot area and, upon the grant of a minimum lot area variance, the minimum yard requirements, in no case shall it be in conflict with Chapter 16 of this Code or objectives of the Town's Master Plan.

(Ord. 03 §1, 2014)

ARTICLE 4 Improvement and Plat Requirements

[Sec. 17-4-10. Public improvements.](#)

[Sec. 17-4-20. Private improvements.](#)

[Sec. 17-4-30. Engineering and construction criteria.](#)

[Sec. 17-4-40. Table of plat requirements.](#)

[Sec. 17-4-50. Certificates required.](#)

Sec. 17-4-10. Public improvements.

- (a) Prior to the approval of the final plat, the Town will require from the subdivider a written agreement to construct any required public improvements shown in the final plat documents, as well as repairs occasioned by such improvements. Such agreement shall reflect an estimate of the cost of the various improvements, repairs and a time schedule for their completion. The form of the agreement is attached as Appendix 17-B to this Chapter, and incorporated herein by this reference.
- (b) The subdivider shall deposit with the Town a performance and payment bond, maintenance bond, irrevocable letter of credit or other collateral which is sufficient, in the judgment of the Board of Trustees, to assure financial capability for the completion of the improvements or repairs required under Subsection (a) above.
- (c) As improvements are completed, the subdivider may apply to the Town for a release of part or all of the collateral deposited with the Town. Upon inspection and approval, the Board of Trustees shall release said collateral. If the Town determines that any of such improvements are not constructed in substantial compliance with specifications, it shall furnish to the subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure substantial compliance. If the Town determines that the subdivider has not constructed any or all of the improvements in a timely manner and in accordance with all of the specifications, the Town may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvement or improvements in accordance with specifications.
- (d) Notwithstanding any provisions to the contrary, public ways, including but not limited to streets, roads, lanes and drives ("public ways"), or other public improvements, including but not limited to improvements on or in recreational trails, parks or open space, dedicated to the Town for public use must remain free from defect for a period of one (1) year from the date that the respective public way or other public improvement is complete as determined by the Town. The subdivider shall provide the Town with a letter of credit issued by a bank acceptable to the Town, in an amount equal to the cost of the public way or other public improvement plus a reasonable amount for contingencies, which shall be no less than ten percent (10%) of such cost. Said letter of credit shall remain in place until the anniversary of the completion of the public way or other public improvement, at which time, depending

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upon the condition of the public way or other public improvement, the Town may, in its sole discretion, do what it deems necessary for the public health, safety and welfare, including but not limited to:

- (1) Accept the same for maintenance;
- (2) Require the subdivider to correct any defects in the public way or other public improvement; or
- (3) Draw on the letter of credit to correct any defect in the public way or other public improvement.

The subdivider shall be responsible for paying the Town for any shortfall in the letter of credit.

(Ord. 03 §1, 2014)

Sec. 17-4-20. Private improvements.

- (a) In the event the subdivision is to contain any property or facility that is not for public use but which is for the private use of the owners or occupants of two (2) or more lots or dwelling units, the maintenance and operation of such privately owned common facility shall be covered by an agreement with the Town. Examples of such property or facility might be tennis courts, swimming pools, parkways, roadways, gates, greenbelts and stables.
- (b) The agreement between the subdivider and the Town will provide to the Town whatever it deems necessary to assure that:
 - (1) Construction. The proposed facilities will be constructed as proposed.
 - (2) Future operation. The future operation and maintenance of the facility are properly provided for both as to management and funding. Such agreement may require approval of covenants, escrow deposits, performance and payment bonds or any other method of assurance required by the Town.
 - (3) Maintenance of drainage facilities.
 - a. The subdivider and all of the owners of the properties drained by or draining into any drainage facility, including but not limited to private drainage facilities and private and public drainage easements, located on the property that is the subject of the final plat ("benefited owners") shall be jointly and severally responsible for maintaining the structural integrity and operational functions of said drainage facility. If, at any time following certification of any such drainage facility, or any time following approval of the final plat, the Town deems that any such drainage facility no longer complies with the approved plans, the subdivider and the benefited owners shall restore such facility to the standards and specifications as shown on the approved drainage plans. Failure to maintain the structural integrity and operational function of any such drainage facility will result in the Town notifying the subdivider and the benefited owners as to the nature of the work required to bring the facility into compliance, together with a request for the work to be performed in a reasonable time period. If the subdivider and benefited owners fail to bring the drainage facility into compliance with the approved drainage plans or an emergency situation exists, the Town may enter onto the property and cause the necessary work to be performed at the expense of the subdivider and benefited owners.
 - b. The Town shall invoice said subdivider and benefited owners for its costs and expenses. The subdivider and benefited owners shall, within thirty (30) days of the date of the invoice, remit full payment to the Town. If full payment is not made by the thirtieth day, the Town Administrator may elect to have the Town's costs and expenses become a lien against the properties drained by or draining into any such drainage facility as of the date the Town Administrator certifies the costs and expenses to the office of the County Treasurer for collection in the same manner as general property taxes are collected. A notice of the lien shall be recorded in the office of the County Clerk and Recorder. The amount of the costs and expenses may be paid to the Town at any time prior to certification of the same by the Town Administrator to the office of the County Treasurer, but thereafter payments shall be

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made only to the office of the County Treasurer. Upon receipt of the certified costs and expenses, the County Treasurer shall proceed to collect the amounts so certified against said properties in the same manner as the collection of general property taxes and the redemption thereof.

(Ord. 03 §1, 2014)

Sec. 17-4-30. Engineering and construction criteria.

Pursuant to and in the manner provided by law, the Board of Trustees shall adopt by resolution the Town of Foxfield Infrastructure Design and Construction Standards, of which one (1) copy is now filed in the office of the Town Clerk and may be inspected by appointment.

(Ord. 03 §1, 2014)

Sec. 17-4-40. Table of plat requirements.

The plats submitted shall contain the following information:

Plat Requirements

#	Description	Sketch	Preliminary	Final
1	Sheet size 24" x 36".			
	Original on film or linen (final only).			1
	Copies - number required.	10	24	20
2	Proposed name of subdivision.	X	X	X
3	Names and addresses of:			
	a. Subdivider.	X	X	X
	b. Owners.		X	X
	c. Land planner.	X	X	
	d. Registered land surveyor in State of Colorado.		X	X
4	North point and date of preparation.	X	X	X
5	Scale, written and graphic, 1" = 50' or 1" = 100'.	X	X	X

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6	Vicinity map showing major land use divisions, street and major drainage features for at least ¼ mile on all sides of proposed subdivision located in relation to governmental section lines.	X	X	X
7	Indication of existing zoning.	X	X	X
8	A key or index shall be on the first page if the plat consists of more than 1 page.		X	X
9	Legal description of subdivision.		X	X
10	A statement or tabulation reflecting the total acreage of the subdivision and breakdown as to land uses, such as building lots, streets deeded public areas and recreation easements.	X	X	
11	Boundary lines of the subdivision in a heavy solid line.	X	X	X
12	Topographic contouring by a registered land surveyor or engineer.			
	a. Existing topography, with 10-foot intervals covering the subdivision and ¼ mile in all directions.	X		
	b. Existing topography and a grading plane, with 2-foot intervals covering the subdivision and 100 feet in all directions.		X	
13	Drainage channels, wooded areas and other significant natural features within the tract or at least 100 feet immediately adjacent thereto.	X	X	X
14	Boundary of existing 100-year floodplains, if applicable.	X	X	
15	Lines depicting any proposed modifications to drainage channels or floodplains.	X	X	X
16	General land plan reflecting land use divisions, including residential, streets, recreational easements and other significant features.	X		
17	Specific land use plan for site and at least 100 feet adjacent thereto, reflecting existing and proposed lot and property boundaries, streets, utility lines, drainage structures with easements and dedications, all		X	

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	significant dimensions to nearest foot; show the square footage within each lot.			
18	A preliminary layout map showing the method of moving storm water through the subdivision will be needed. This map should also show runoff concentrations in acres of drainage area on each street entering each intersection. (This may be combined with topographic map.) Flow arrows should clearly show the complete runoff flow.		X	
	a. Details of ditch and culverts.			
	b. Calculations of projected quantity of storm water entering subdivision naturally from area outside of subdivision.			
	c. Quantities of flow from each pickup point.			
	d. Location, size and grades of required culverts, drain inlets and storm drainage sewers.			
	e. Details of on-site retention of storm water if required by Town.			
19	Specific land plan, fully surveyed, reflecting exact location of all boundaries, streets, recreational easements, utility easements, public areas and any other proposed divisions.			X
20	Subdivision boundary and interior streets: An accurate and complete boundary survey and survey of interior street lines shall be made of the land to be subdivided. A traverse of the exterior boundaries and interior streets of the tract and of each block, when computed from field measurements on the ground, must close within a limit of 1 foot to 10,000 feet of perimeter. The boundary of the subdivision shall be clearly indicated on the final plat. All lines shown on the plat which do not constitute a part of the subdivision shall be dashed. Any area enclosed by the subdivision, but not a part thereof, shall be labeled <i>Not a part of this subdivision</i> . Adjacent subdivisions shall be identified by official names.			X
21	Dimensions, bearing or angles, curve data: The final plat shall show all survey and mathematical information and data necessary to locate all monuments and to locate and retrace any and all interior and exterior boundary lines appearing thereon, including bearings or angles,			X

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	<p>continued with distances and deflection angles for all circular curves. Where, under unusual circumstances, curves other than circular are used, the final plat must indicate type of curve and all pertinent data.</p>			
22	<p>Lots and blocks: All lots and blocks and all parcels offered for dedication for any purpose shall be particularly delineated and designated with all dimensions, boundaries and courses clearly shown and defined in every case. Parcels offered for dedication other than for streets or easements shall be designated by letter or number which shall be explained on the map. Sufficient linear, angular and curve data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is part thereof. All lots and, wherever practicable, blocks, in their entirety shall be shown on 1 sheet. No ditto marks shall be used for lot dimensions. All lots and blocks shall be numbered systematically.</p>			X
23	<p>Streets: The plat shall show the right-of-way lines and names of each street, the width of any portion being dedicated and widths of any existing dedications. The widths, locations and names of adjacent streets and other public properties within 50 feet of the subdivisions shall be shown. If any street in the subdivision is a continuation of an existing street, the conformity or the amount of nonconformity of such street, to such existing streets shall be accurately shown. Whenever the centerline of a street has been established or recorded, the data shall be shown on the final plat.</p>			X
24	<p>Easements: The sidelines of all easements, including easements for utilities and drainage, shall be shown by fine dashed lines. If any easements already of record cannot be definitely located, a statement of the existence, the nature thereof and its recorded reference must appear on the title sheet. Distances and bearings on the sidelines of lots which are cut by easements must be arrowed or so shown that the plat will indicate clearly the actual length of the lot lines. The widths of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision must be shown. All easements must be clearly labeled and identified. If an easement shown on the plat is already of record, its recorded reference must be given. If an easement is being dedicated by the plat, it shall be set out in the owner's certificate of dedication and dedicated to the Town.</p>			X

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25	Building setback line: The plat shall show building setback lines by long thin dash lines.		X	
26	The location and description of all section corners and permanent survey monuments in or near the tract, to at least 1 of which the subdivision shall be referenced.			X
27	Owner's and mortgagee's certificate and dedication, signed.			X
28	Surveyor's certificate of survey, signed and with seal, and the date of the survey.		X	X
29	Title certificate.			X
30	Street maintenance agreement, if applicable.			X
31	Street lighting agreement, if applicable.			X
32	Certificates of Planning Commission approval.			X
33	Certificate of Town's acceptance of ways, easements and public land dedications.			X
34	County Clerk and Recorder's Certificate.			X
35	Town Attorney's and Town Engineer's written opinions on legal and engineering sufficiency of plat when applicable.			X
36	Subdivider's written agreement on public and/or private improvements and assurance of financial capability.			X
37	Agreement in summary or outline form required by Sections 17-4-10 and 17-4-20 of this Chapter relating to public improvements.		X	
38	Documentary evidence of water supply, sewage disposal, electricity, gas, storm drainage, telephone.		X	
39	Floodplain development plan, consisting of map and supporting data.		X	

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40	Letter addressing land dedication requirements outlining how subdivision proposes to meet 10% requirement.		X	
41	In the event cash in lieu of land is required, documentation substantiating fair market value shall be provided.			X
42	A current commitment for title insurance showing the ownership to the property in the proposed subdivision, together with liens, encumbrances and restrictions thereon, if any.			X
43	Treasurer's certificate of taxes, reflecting that taxes are not delinquent.			X
44	A general warranty deed which deeds to the Town, or other appropriate public agency, all lands other than streets which are to be held or used for public purposes.			X
45	Certified check representing amount in lieu of land donation required of subdivider pursuant to Section 17-3-30 of this Chapter.			X
46	Attorney's certificate.			X
47	Proof satisfactory of the Planning Commission that all essential services, as specified in Subsection 17-3-110(c) of this Chapter, will be provided to the subdivision.			X
48	Street profiles in accordance with Section 17-4-30 of this Article.			X
49	2 sets of pavement design computations in accordance with Section 17-4-30 of this Article.			X
50	1 sepia with approved house numbers and 2 prints of same			X

(Ord. 03 §1, 2014)

Sec. 17-4-50. Certificates required.

Certificates required to appear on the final plat of a subdivision shall be in form substantially as set forth herein:

- (1) Certificate of dedication and ownership:

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Know all men by these presents, that the undersigned hereby certify that they are all of the Owner(s), Mortgagee(s) and Lienholder(s) of certain lands in the Town of Foxfield, Arapahoe County, Colorado, described as follows:

Beginning _____ etc., containing _____ acres, more or less. The undersigned have by these presents laid out, platted and subdivided the same into lots, blocks and tracts, as shown on this plat, under the name and style of _____ and do hereby dedicate to the Town of Foxfield for public use the public ways shown hereon, including but not limited to, streets, roads, drives and lanes; the public lands shown hereon for their indicated public use; and the recreational trails shown hereon for non-motorized, recreational use by the public in the manner similar to other public trails throughout the Town of Foxfield, subject to the applicable laws and ordinances of the Town of Foxfield, and for use by vehicles appropriate for the maintenance of the trail easements by the Town or its contractors. The undersigned hereby further dedicate to the Town of Foxfield the utility easements shown hereon for utility purposes only. The undersigned hereby further dedicate to the Town of Foxfield all drainage easements shown hereon for drainage purposes only.

The undersigned hereby further dedicate to the public utilities the right to install, maintain and operate mains, transmission lines, service lines and appurtenances to provide such utility services within this subdivision of property contiguous thereto, under, along and across public ways, including but not limited to, roads, streets, lanes and drives as shown hereon, and also under, along and across utility easements as shown hereon.

The lands comprising this subdivision are subject to certain covenants which are recorded in Book _____ at Page _____, of the records of Arapahoe County, Colorado.

Executed this _____ day of _____, 20____.

Owner(s): Mortgagee(s) and Lienholder(s):

State of Colorado,)
) ss.

County of Arapahoe)

The foregoing dedication was acknowledged before me this _____ day of _____, 20____, by _____.

Witness my hand and seal.

Notary _____

My commission expires _____.

(2) Surveying certificate:

I, _____, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision and the monuments shown thereon actually exist and this plat accurately represents said survey.

Registered Land Surveyor _____

(3) Title certificate:

I, _____, an attorney licensed to practice law in the State of Colorado, certify that I have examined title to the above-described land dedication to the Town of Foxfield, and that the party(ies) executing the dedication have merchantable title to the above-described real property and are well

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seized of the property dedicated by this plat and have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and have good right, full power and lawful authority to dedicate the same in manner and form as aforesaid, and that same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record and acceptable to the Town.

By _____
Attorney at Law

(4) Or, in the alternative:

Title Certificate:

I, _____, as authorized agent for _____ Title Company, and having the power and authority to legally bind _____ Title Company with respect to the certification made herein, hereby certify that I have examined title to the above-described land dedication to the Town of Foxfield, and that the party(ies) executing the dedication have merchantable title to the above-described real property and are well seized of the property dedicated by this plat and have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and have good right, full power and lawful authority to dedicate the same in manner and form as aforesaid, and that same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature except those of record and acceptable to the Town.

By _____
Agent

(5) Standard plat notes:

1. Street maintenance: It is mutually understood and agreed by the subdivider and the Town of Foxfield that the dedicated public ways, including but not limited to streets, roads, lanes and drives, shown on this plat will not be accepted finally for maintenance by the Town until and unless the owner(s) construct the same in accordance with the subdivision agreement, if any, and subdivision regulations in effect at the date of the recording of this plat and approval of the Town has issued to that effect.

2. Covenant concerning maintenance of drainage facilities: The owner(s), its legal representatives, heirs, executors, administrators, successors in interest and assigns shall be jointly and severally liable and responsible for maintaining the structural integrity and operational functions of all drainage facilities located on the property shown hereon unless otherwise specified herein, including, but not limited to, private drainage facilities other than easements and public and private drainage easements. The benefits and burdens described in this covenant shall run with the land and bind the present owner(s), its successors and assigns.

(6) Street lighting (optional):

All lots are subject to and bound by tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay, as billed, a portion of the cost of public street lighting in the subdivision according to _____ rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

(7) Town approval:

This plat is approved for filing and the Town hereby accepts the dedication of the public ways shown hereon, including, but not limited to, the streets, roads, drives and lanes for public use subject to the provisions contained in the Street Maintenance note herein, the dedication of public lands shown hereon, and the dedication of the utility easements, drainage easements and recreational trails shown hereon.

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Signed this _____ day of _____, 20____.

Town of Foxfield Planning Commission

Chairman By _____

(8) As to Acceptance of Dedication of Public Ways and Public Improvements

Town of Foxfield Board of Trustees:

Mayor By _____

Recorder's certificate:

This plat was filed for record in the office of the County Clerk and Recorder of Arapahoe County at _____m. on the _____ day of _____, 20____, in Book _____, Page _____, Map _____, Reception number _____.

Arapahoe County Clerk and Recorder

Deputy By _____

(9) Standard notes:

1. Maintenance of drainage facilities: The owner(s) in possession shall be responsible for maintaining the structural integrity and operational functions of all drainage facilities located thereon. If at any time, following certification of said drainage facilities, the Town deems that said drainage facilities no longer comply with the approved plans, the owner(s) in possession shall restore such facilities to the standards and specifications as shown on the approved drainage plans. Failure to maintain the structural integrity and operational function of said drainage facilities following certification will result in the Town notifying all property owners whose property contributes to the facility as to the nature of the work required to bring the facility into compliance, together with a request for the work to be performed in a reasonable time period. If the drainage facility is not subsequently brought into compliance with the approved drainage plans by the owner(s) in possession, or an emergency situation exists, the Town may enter onto the property, cause the necessary work to be performed and file a lien against all properties contributing to the drainage facility.

(Ord. 03 §1, 2014)

ARTICLE 5 Design Principles

[Sec. 17-5-10. General provisions.](#)

[Sec. 17-5-20. Streets and traffic patterns.](#)

[Sec. 17-5-30. Drainage.](#)

[Sec. 17-5-40. Lots.](#)

[Sec. 17-5-50. Utilities.](#)

[Sec. 17-5-60. Recreation easements.](#)

Sec. 17-5-10. General provisions.

In order to achieve the intent and purpose of these regulations, the following design principles shall be followed, and as such will constitute a portion of the evaluative criteria to be met before approval of a plat:

- (1) Minimum standards for development are contained in Chapter 16, Chapter 18, Article 1 and this Chapter. However, the Town's Master Plan expresses policies designed to achieve an optimum quality of development in the Town. If only the minimum standards are followed, as expressed by the various ordinances and codes regulating land development, a standardization of development will occur. Subdivision design shall be of a quality to carry out the purpose and spirit of the policies and special reports expressed in the Master Plan (and amendments thereto) and in this Chapter.
- (2) The layout of lots and blocks should provide desirable settings for structures by making use of natural contours, maintaining existing views and affording privacy for the residences and protection from adverse noise and vehicular traffic. Natural features and vegetation of the area must be preserved if at all possible.
- (3) Tree masses and large individual trees should be preserved. The system of roadways and the lot layout should be designed to take advantage of visual qualities of the area.
- (4) Pedestrian and recreational ways should be separated from roadways and be designed to provide all residential building sites with direct access to all neighborhood facilities.
- (5) Tracts subdivided into large parcels which offer the possibility of further subdivision shall be arranged to allow the opening of future streets and logical further subdivision.
- (6) Tracts of land or portions thereof lying within the one-hundred-year floodplain shall not be subdivided except for open space until the subdivider has complied with the requirements of Subsection 17-3-110(d) of this Chapter.
- (7) Whenever a proposed subdivision is not served by proper community access roads, utilities and other basic needs of the future residents, the Board of Trustees may deny the subdivision until such needs are properly met.

(Ord. 03 §1, 2014)

Sec. 17-5-20. Streets and traffic patterns.

- (a) Streets shall be located with appropriate regard for topography, creeks, wooded areas and other natural features which would enhance attractive development.
- (b) Existing streets, including preliminary platted streets, in adjoining territory shall be continued at equal or greater width and in similar alignment by streets proposed in the subdivision, unless variations are approved by the Board of Trustees.
- (c) Streets within subdivisions shall be designed as a system of circulation routes, so that the use of local streets by through traffic will be discouraged.
- (d) Where a subdivision borders on or contains a state highway right-of-way, the Board of Trustees shall require provisions for reduction of noise. Masonry walls, landscaped berms, a parallel street, landscaping or screening easement, greater lot depth and increased rear yard setbacks, among others, are recommended solutions.
- (e) Streets shall intersect as nearly at right angles as possible.
- (f) When a tract is subdivided into larger than normal building lots or parcels, such lots or parcels shall be so arranged as to permit the logical location and opening of future streets and appropriate resubdivision, with provision for adequate utility easements and connectors for such resubdivision.
- (g) Street jogs with centerline offsets of less than one hundred twenty-five (125) feet shall be prohibited.

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- (h) Long cul-de-sacs should be avoided whenever possible.
- (i) Where a street will eventually be extended beyond the plat but is temporarily dead-ended, an interim turnaround may be required.
- (j) No street names shall be used which will duplicate or be confused with the names of existing streets. All street naming shall be subject to approval by the Board of Trustees.
- (k) Subdivision streets shall have such curbs, gutters, sidewalks, culverts and pavements as may be required by the Planning Commission. These streets shall be constructed to specifications as set forth in Section 17-4-30 above.
- (l) All streets abutting a subdivision shall have such curbs, gutters, sidewalks and pavements as may be required by the Planning Commission to be constructed to specifications in Section 17-4-30 above at the cost of the subdivider.
- (m) Street name signs must be in accordance with Town specifications and shall be furnished and installed at the cost of the subdivider.
- (n) Access ways to arterial streets shall be limited so far as possible to protect the capacity of the arterial street and improve traffic safety.
- (o) Subject to approval by the Planning Commission, streets that are extensions of or obviously in alignment with existing streets shall bear the same names of the existing streets.
- (p) Intersecting collector and local streets shall not empty into the same side of an arterial street at intervals of less than eight hundred (800) feet.
- (q) When a subdivision abuts and controls access to public lands or existing streets, access shall be provided in the form required by the public agency involved. When a subdivision abuts private lands, the Town may require the developer to provide access thereto.
- (r) The planting area, or that unpaved portion of the right-of-way between the curb and the property line, shall be landscaped and maintained by the abutting property owners unless provided otherwise by the Board of Trustees.
- (s) Reverse curves on arterials and collectors shall be joined by a tangent at least one hundred (100) feet in length.

(Ord. 03 §1, 2014)

Sec. 17-5-30. Drainage.

The rainfall frequency rate used in determining the flow of storm water shall be based on the following principles. The flow of stormwater shall be computed in anticipation of full development of the area upstream in the applicable drainage basin as allowed by present zoning, or, where upstream zoning changes are reasonably anticipated, then the drainage resulting from the highest reasonable density should be used in computing flow of storm water.

- (1) A fifty-year frequency storm shall normally be carried within the dedicated street right-of-way. In the event a quantity of water in excess of these limits is calculated to exist, a storm system will be provided either in the form of an underground system or a formal drainageway to prevent excessive ponding.
- (2) A generally accepted rational formula and tabulation shall be used to calculate individual drainage areas, time of flow and ultimate quantities at each collection point.
- (3) In general, culvert sizes shall be sufficient to accommodate the flow computed with no head at the inlet and no less than the equivalent of an eighteen-inch-diameter pipe.
- (4) The velocity of flow in an unlined ditch shall be compatible with the soil erosion characteristics or the treatment to be afforded the ditch.

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- (5) The quantity and velocity of flow in streets shall be computed from acceptable flow charts or by the usual methods used in computing flows in open channels.
- (6) Whenever a subdivision is traversed by a drainageway which is approved by the Town for surface drainage, provision shall be made for the dedication to the public of adequate rights-of-way for access and maintenance.

(Ord. 03 §1, 2014)

Sec. 17-5-40. Lots.

- (a) The size, shape and orientation of lots shall be appropriate to the location of the proposed subdivision and to the type of development contemplated.
- (b) Lots should front only on local streets; however, when necessary, lots designated to face a collector street shall provide adequate means for automobile turnaround within the lot.
- (c) Side lot lines should be approximately at right angles or radial to street lines.
- (d) Double frontage and reverse frontage lots should be avoided except where they are needed to provide for the separation of residential development from major streets or to overcome specific disadvantages of topography or orientation. A planting and screening easement of at least ten (10) feet shall be provided along the portion of the lots abutting such a traffic artery or other use where screening is required. There shall be no right of access across a planting and screening easement. The Planning Commission may require a permanent ornamental fence of a height and architectural design which will appropriately screen and be harmonious with the neighborhood and residential character.
- (e) The building area of lots should not face directly into the oncoming traffic of an intersecting street of a "T" intersection.

(Ord. 03 §1, 2014)

Sec. 17-5-50. Utilities.

Utilities (telephone, electric services and gas lines) shall be installed underground and shall be in place prior to street surfacing. Aboveground facilities necessarily appurtenant to underground facilities or other installation or peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk or feeder lines, may be above ground.

(Ord. 03 §1, 2014)

Sec. 17-5-60. Recreation easements.

A Parks and Trails Master Plan for development of an off-street system of recreational easements for pedestrians, horseback riders and non-motor-driven vehicles has been approved by the Board of Trustees and will be modified periodically. All subdividers are expected to cooperate with this program by providing dedicated public easements for the stated purposes in the Parks and Trails Master Plan. In addition, the subdivider will be encouraged to provide private or public easements within the subdivision so that safe access to public recreational easements will be provided to lots within the subdivision.

(Ord. 03 §1, 2014)

ARTICLE 6 Lot Consolidation

[Sec. 17-6-10. Purpose.](#)

[Sec. 17-6-20. Definitions.](#)

[Sec. 17-6-30. Contents of administrative review application and plat.](#)

[Sec. 17-6-40. Administrative review procedures.](#)

[Sec. 17-6-50. Standards for approval.](#)

[Sec. 17-6-60. Town's decision and appeal.](#)

[Sec. 17-6-70. Conditions of approval.](#)

Sec. 17-6-10. Purpose.

The purpose of this Article is to establish administrative review procedures to facilitate the efficient processing of applications for simple adjustment of lots and lot lines that will bring property into greater conformance with the requirements of this Code. The following applications shall be subject to administrative processing in accordance with this Article:

- (1) Lot consolidation.
- (2) Minor lot adjustment.

(Ord. 03 §1, 2014)

Sec. 17-6-20. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

Lot consolidation means any proposal and accompanying application that is determined by the Town to meet all of the following criteria:

- a. The proposal consolidates property owned by the applicant only;
- b. The proposal consolidates or combines two (2) or more contiguous lots into a fewer number of lots by the elimination of one (1) or more lot lines;
- c. The proposal does not relocate previously established lot lines;
- d. The proposal does not consolidate or combine property into a lot that would be divided by a public street or road; and
- e. The proposal, if approved, does not create, result in or leave a contiguous lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard, including but not limited to minimum lot area, building height, setbacks, access standards or parking standards.

Minor lot adjustment means any proposal and application that is determined by the Town to meet all of the following criteria:

- a. The proposal adjusts, reconfigures or otherwise relocates a lot line dividing properties owned by the applicant only;
- b. The proposal does not alter or affect any public street, road, trail or other publicly owned property or publicly owned property interest; and

- c. The proposal, if approved, will not create, result in or leave a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard, including but not limited to minimum lot area, building height, setbacks, access standards or parking standards.

(Ord. 03 §1, 2014)

Sec. 17-6-30. Contents of administrative review application and plat.

All applications subject to administrative processing in accordance with this Article shall meet all the submittal, material and information requirements of this Section. The applicant shall submit to the Town one (1) original and five (5) copies of all documents. The Town may request additional copies of documents larger than eight and one-half (8½) by eleven (11) inches where necessary to provide sufficient documentation for unanticipated referrals. All submittals, materials and information required by this Article for the processing of a lot consolidation or minor lot adjustment shall be prepared at the applicant's cost and expense. The application and plat shall include:

- (1) An application in a form approved by the Town, which may be in the form of a letter signed by the owner requesting approval of the application and plat pursuant to this Article.
- (2) Payment of an application fee for administrative review and processing of in an amount determined by resolution of the Board of Trustees. In addition, the applicant shall deposit with the Town an amount determined by resolution of the Board of Trustees for the Cost Reimbursement Agreement, which shall be administered in accordance with the provisions of Subsection 17-3-20(b) of this Chapter.
- (3) A current commitment for title insurance showing the ownership of the property described in the application, together with liens, encumbrances and restrictions thereon, if any, prepared by a Colorado title insurance company.
- (4) A survey plat prepared by a registered Colorado land surveyor in a sheet size of twenty-four (24) inches by thirty-six (36) inches, with the original on Mylar, illustrating or including the following information:
 - a. The lots proposed for consolidation or adjustment with clearly identified surveyed boundaries of the new lots and an identifying block and lot number sufficient to identify the new lots. Permanent boundary monuments and benchmarks shall be set in the field in accordance with applicable law before the plat is recorded.
 - b. A complete and sufficient legal description of the proposed new lots.
 - c. The title of the plat shall prominently identify the name of the recorded subdivision in which the lots are located, together with the phrase "Lot Consolidation" or "Minor Lot Adjustment," as applicable.
 - d. Identification of all easements, including but not limited to easements for water, sewer, electric, telephone, cable, trail, recreation, access and drainage, encumbering the property described on the plat or necessary to provide services to the lots affected by the application.
 - e. A plat note stating:
 - 1. For a lot consolidation:

This Lot Consolidation is for the purpose of combining former lots [insert legal descriptions] of the [name of recorded subdivision] into [insert number of new lots to be created] lots to be known as [identify new lot and block designations]. Other than this consolidation and the creation of new easements, if any, identified on this plat, no other amendment or modification of the final plat for the [identify original recorded plat title] is intended by this Lot Consolidation.
 - 2. For a minor lot adjustment:

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This Minor Lot Adjustment is for the purpose of adjusting, reconfiguring or otherwise relocating a lot line dividing Lots [insert lot and block designations] of the [name of recorded subdivision]. Other than the lot line adjustment identified on this plat and the creation of new easements, if any, as identified on this plat, no other amendment or modification of the final plat for the [identify original recorded plat title] is intended by this Minor Lot Adjustment.

- f. A surveyor's certificate identified in Subsection 17-4-50(2) of this Chapter.
- g. A certificate of ownership and dedication stating:

Know all men by this presents, that the undersigned hereby certifies/certify that he/she/they is/are all of the Owners of the lands described in this plat in the Town of Foxfield, Arapahoe County, Colorado, and hereby dedicates/dedicate to the Town of Foxfield, Colorado, the utility and other easements shown hereon, if any.

Executed this ____ day of _____, 20__.

Owner(s): _____

State of Colorado,)

) ss.

County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

- h. A certificate of Town approval stating:

APPROVED by the Town of Foxfield and approved for recordation with the Arapahoe County Clerk and Recorder's Office pursuant to Chapter 17, Article VI of the Municipal Code for the Town of Foxfield this ____ day of _____, 20__.

Signature: _____

Title: _____

- i. A certificate for the County Clerk and Recorder's acceptance as identified in Subsection 17-4-50(8) of this Chapter.

- j. A certificate of consent to and approval of the lot consolidation or minor lot adjustment by those mortgagees and lienholders deemed necessary by the Town in a form stating:

The undersigned mortgagee(s) and/or lienholder(s) consent and approve of the [insert lot consolidation or minor lot adjustment, as applicable] described on this plat:

Executed this ____ day of _____, 20__.

Mortgagees/Lienholders:

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State of Colorado,)

) ss.

County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____.

Notary Public _____

Witness my hand and official seal.

My commission expires:_____

- (5) Additional information deemed necessary by the Town to evaluate the proposed application or plat, including but not limited to written releases from utility service providers of unused and unnecessary utility easements encumbering the lots within the platted area.

(Ord. 03 §1, 2014)

Sec. 17-6-40. Administrative review procedures.

All applications subject to this Article shall be administratively reviewed by the Town without notice or a public hearing and may be approved by the Town in accordance with this Article. Following proper submission of an application and plat, the Town shall determine whether the application and plat are complete as required by this Article. Following receipt of a completed application and plat, the Town shall reach a final decision concerning the application within fifteen (15) days of the date of submission of the completed application and plat. Such deadline may be extended upon agreement of the applicant and the Town. Unless otherwise extended, a failure by the Town to reach a final decision within fifteen (15) days shall be deemed an administrative decision to deny the application.

(Ord. 03 §1, 2014)

Sec. 17-6-50. Standards for approval.

An application and plat subject to this Article shall be administratively approved by the Town where the Town finds all of the following to be established by the application and plat:

- (1) The proposed consolidation or lot adjustment meets the applicable definition of a lot consolidation or minor lot adjustment and all application and plat content requirements of this Article are met or satisfied;
- (2) The approval of the application is requested by all owners of record of the affected lots and the owners have properly executed the plat;
- (3) The proposed application and plat fully conform to all applicable requirements for the zone districts in which the affected property is located, including but not limited to minimum lot size requirements;
- (4) Adequate utility easements are established within the affected property to provide service to the lots created by or illustrated upon the plat;

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- (5) Existing public trails located within the lots illustrated upon the plat are preserved or new trails are dedicated by the plat that will provide, in the opinion of the Town, a substantially similar or improved trail in terms of route, grade, access, surface quality, ease of maintenance and safety;
- (6) The proposed configuration, arrangement and layout of the lots do not, in the opinion of the Town, create illogically shaped lots or lots that are inconsistent or incompatible with other lots within the neighborhood; and
- (7) The proposed application and plat do not, in the opinion of the Town, substantially and adversely affect adjacent lots or raise significant issues of policy that are not addressed by the Master Plan or this Code.

(Ord. 03 §1, 2014)

Sec. 17-6-60. Town's decision and appeal.

- (a) Upon a finding by the Town that the application and plat meet the standards for approval set forth in Section 17-6-50 above, the Town shall cause a fully executed plat to be recorded with the County Clerk and Recorder at the applicant's expense.
- (b) The Town shall deny an application for failure to meet the standards set forth in Section 17-6-50 above. Any decision to deny an application shall be made in writing stating the specific reasons for denial, and the decision shall be promptly mailed or delivered to the applicant. The applicant may appeal a denial by the Town to the Planning Commission by delivering a written request for appeal to the Town Administrator not more than thirty (30) days following the date of the applicant's receipt of the Town's written notice of denial. The Planning Commission shall administratively consider an applicant's timely request for an appeal at a regular meeting. Following its consideration of the application and plat, the Planning Commission may affirm the Town's decision or, upon a finding that the application meets all the standards set forth in Section 17-6-50 above, the Planning Commission may reverse the Town's decision and order the Town to approve the application and plat. In the event that the Planning Commission orders the Town to approve the application and plat, the Town shall cause the plat to be recorded in accordance with Subsection (a) above.

(Ord. 03 §1, 2014)

Sec. 17-6-70. Conditions of approval.

The Town may impose reasonable conditions upon any approval of a plat that are necessary to ensure continued conformance with the standards of approval of this Article or this Code.

(Ord. 03 §1, 2014)

APPENDIX 17-A COST REIMBURSEMENT AGREEMENT

Cost Reimbursement Agreement

THIS COST REIMBURSEMENT AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the TOWN OF FOXFIELD, a Colorado municipal corporation (the "Town"), and _____ (the "Owner"), regarding _____ at _____, Foxfield, CO 80016.

WHEREAS, the Town of Foxfield Municipal Code requires that the Town be reimbursed for the cost of the time spent for engineering, planning, surveying, inspection, hydrological and legal services in reviewing development proposals, plus fifteen percent (15%) for administrative costs (hereafter "Consultants' Time");

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WHEREAS, this obligation to reimburse the Town for Consultants' Time exists regardless of whether the project is completed, and/or regardless of whether the Owner chooses to complete the Town's land review process; and

WHEREAS, this Agreement memorializes the obligation by the Owner to the Town to reimburse the Town for all Consultants' Time as set forth in Town of Foxfield Municipal Code.

NOW, THEREFORE, in consideration of the recitals and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Owner agree as follows:

1. Reimbursement. Owner agrees to reimburse the Town, regardless of completion of the Owner's project, and/or regardless of whether the Town's land review process is completed, for all Consultants' Time, as set forth in the Town of Foxfield Municipal Code for all such costs incurred by the Town which are incurred as a result of, or which are otherwise related to, Owner's land use submission and its subsequent review.
2. Process for Reimbursement.
 - (a) Estimate of Costs. Prior to any work being commenced by the Town's Consultants in processing the application, the Town shall provide the Owner an estimate of costs (the "Estimate"), indicating the estimated costs associated with processing the application.
 - (b) Deposit. Owner shall then provide a cash deposit in the amount of the Estimate, which funds shall be used to reimburse the Town as set forth herein for the Consultants' Time. The Town shall also provide the following:
 - i. Whenever necessary, the Town shall send the Owner an invoice titled Itemized Billing showing the costs charged to the account for that month and the balance. If there is an outstanding balance owed by the Owner, the Town will bill the Owner for that amount. Payment shall be within fifteen (15) days of the date of the invoice from the Town.
 - ii. After a final decision has been made on the application, or the application has been withdrawn, and reimbursement has been made for all of Consultants' Time, any funds remaining from the deposit shall be refunded to the Owner.
 - iii. When the cash deposit is eighty-five percent (85%) exhausted and the application is still pending, an additional cash deposit will be required.
3. Remedies. In the event Owner fails to reimburse the Town for all Consultants' Time, the Town shall have the following remedies:
 - (a) The Town may impose the remedies as set forth by the Ordinance, including the following:
 - i. The termination of the review process if payment is not made in full within thirty (30) days of the issuance of the statement indicating the actual cost of Consultants' Time;
 - ii. The application being deemed withdrawn if the statement is not paid in full within thirty (30) days of the date of the issuance of the statement indicating the actual cost of Consultants' Time;
 - iii. The addition of a penalty equal to ten percent (10%) of the amount due and outstanding within thirty (30) days of the date of the issuance of the statement indicating the actual cost of Consultants' Time, plus interest on the amount due and outstanding at the rate of one-half of one percent (.5%) per month from the date when due.
 - (b) The Town may also impose any or all of the following remedies, at its sole discretion:
 - i. The filing of a lien on the property which is or was the subject of the proposed development upon which the Town has not been reimbursed for Consultants' Time; and/or
 - ii. The refusal to issue a permit for any portion of the proposed development upon which the Town has not been reimbursed; and/or

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- iii. The refusal to issue a certificate of occupancy for any portion of the proposed development upon which the Town has not been reimbursed; and/or
 - iv. The refusal to accept any further land use applications from any Owner which has failed to reimburse the Town for Consultants' Time for any project.
 - v. The initiation of an enforcement action for nonpayment of Consultants' Time in either Arapahoe County Court or in the Town of Foxfield Municipal Court to collect unpaid fees.
4. Dispute Resolution . In the event the Owner disagrees with any of the charges in the Itemized Billing, the resolution of the dispute shall be as follows:
- (a) The Owner will submit to the Town Clerk a letter that specifies the particular charges being disputed. The letter will include payment in the amount of the Outstanding Balance less the amount being disputed.
 - (b) The Town Clerk will forward a copy of the letter to the Town Consultant(s) who, after reviewing the letter, will adjust the charge and submit a new billing to the Town Clerk or submit a letter to the Town Clerk with a copy to the Owner stating the reasons that no adjustment has been made.
 - (c) If the Owner disagrees with the Consultant's actions, the issue will be placed on the agenda for the next available Board of Trustees' meeting. The Board of Trustees shall consider the issue and make a final decision on the dispute.
 - (d) The Owner will pay any outstanding balance within fifteen (15) days of the decision by the Board of Trustees.
5. Severability . If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
6. Governing Law . This Agreement shall be governed by and construed in all respects according to the laws of the State of Colorado.
7. Headings . Headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.
8. Modifications . No amendments to or modifications of this Agreement shall be made or be deemed to have been made, unless such amendments or modifications are made in writing and executed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ATTEST:

Town Clerk

ATTEST:

Name: _____

Title: _____

TOWN OF FOXFIELD

By: _____
Mayor

OWNER

(Ord. 03 §1, 2014)

APPENDIX 17-B FORM OF SUBDIVISION AGREEMENT

Subdivision Agreement

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the TOWN OF FOXFIELD, COLORADO, a Colorado municipal corporation (the "Town") and _____ (the "Developer").

RECITALS:

- A. The Developer is the owner of certain real property located in the Town of Foxfield, known as _____, which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").
- B. On _____, 20____, the Board of Trustees of the Town of Foxfield, after holding all necessary public hearings and having received a recommendation of approval from the Foxfield Planning Commission, approved the final plat for the Property. A copy of the final plat is attached hereto as Exhibit B and incorporated herein.
- C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

- 1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Foxfield Subdivision Ordinance and Zoning Ordinance, any and all state statutes and any other ordinances of the Town of Foxfield, and are not intended to supersede any requirements contained therein.
- 2. Fees. The following fees shall be paid to the Town by the Developer.
 - a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review prior to and during the Development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "Actual Costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the Actual Costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Arapahoe County Clerk and Recorder.
 - b. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.
- 3. Specific Conditions. The Developer hereby agrees that:
 - a. _____

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4. Title Policy. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be subsequent to the execution and recording of the plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable as the Town in its sole discretion determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the final plat.
5. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Board of Trustees shall be notified immediately and the Town may take such action as permitted and/or authorized by law, this Agreement or the ordinances of the Town as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:
 - a. The refusal to issue any building permit or certificate of occupancy;
 - b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
 - c. A demand that the security given for the completion of the public improvements be paid or honored; or
 - d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide to the Developer thirty (30) days' written notice of its intent to take any action under this Paragraph, during which thirty day period the Developer may cure the breach described in the notice and prevent further action by the Town.

6. Public Improvements and Warranty. All drainage structures, paved streets, including curb, gutter and slope easements, and necessary appurtenances as shown on the subdivision plat and the associated construction documents (the "Public Improvements"), as approved by the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The improvements required by this Agreement and shown on the final subdivision plat submittal, as well as associated construction documents approved by the Town and the costs of these improvements, are set forth on Exhibit C attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the subdivision plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Town.

The Developer shall warrant any and all Public Improvements which are conveyed to the Town pursuant to this Agreement for a period of two (2) years from the date the Town grants probationary acceptance of the Public Improvements as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be free of defects in materials or workmanship for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided that all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Town.

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7. Observation . The Town shall have the right to make reasonable engineering observations at the Developer's expense as the Town may request. Observation, acquiescence in or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.
8. Completion of Public Improvements . The obligations of the Developer provided for in Paragraph 3 of this Agreement, including the inspections hereof, shall be performed on or before _____, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town or its designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town, the Town shall accept said improvements upon conveyance pursuant to Paragraph 10; provided, however, that the Town shall not be obligated to accept the Public Improvements until the Actual Costs described in Paragraphs 2.a. and b. of this Agreement are paid in full by the Developer.
9. Related Costs - Public Improvements . The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.
10. Improvements to Be the Property of the Town . All Public Improvements for roads, concrete curbs and gutters, storm sewers and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity with the subdivision plat and associated construction plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.
11. Performance Guarantee . In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Arapahoe County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the Performance Guarantee described herein. The Performance Guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat of the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town in the manner provided herein shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in Exhibit D, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town as set forth in Exhibit C attached hereto. If, however, they are unable to agree, the Town's estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the Actual Costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the

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Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in Paragraph 5 of this Agreement; provided, however, that, prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by Paragraph 8 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

12. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the ordinances of the Town of Foxfield. In the event the authorized inspector/designated Town authority for the Town determines that a nuisance exists, the Developer shall be subject to the provisions set forth in ordinances of the Town of Foxfield regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the Performance Guarantee specified in Paragraph 11 of this Agreement. The Town may draw on the Performance Guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the ordinances of the Town of Foxfield. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the Performance Guarantee shall be subject to the sole discretion of the Town, provided that the Developer has received thirty (30) days' notice as provided herein.

The Town shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings or conducting reviews of projects.

13. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

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

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14. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.
15. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.
16. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Town of Foxfield Municipal Code and the laws of the State of Colorado.
17. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.
19. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two (2) constructions, one (1) of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.
20. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Arapahoe County, Colorado.
21. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.
22. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the Town:

Town	of	Foxfield
P.O.	Box	461450
Foxfield, CO 80046		

With copy to:

Corey	Y.	Hoffmann,	Esq.		
Hayes,	Phillips,	Hoffmann	&	Carberry,	P.C.
1530	16th	Street,		Suite	200
Denver, CO 80202					

Notice to Developer:

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- 23. Force Majeure . Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including but not limited to acts of God, weather, fires and strikes.
- 24. Approvals . Whenever approval or acceptance of the Town is necessary pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.
- 25. Assignment or Assignments . There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.
- 26. Recording of Agreement . This Agreement shall be recorded in the real estate records of Arapahoe County and shall be a covenant running with the Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- 27. Title and Authority . The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

TOWN OF FOXFIELD, CO

By:
Mayor

DEVELOPER

By:
Name:
Title: _____

