

1 outside of the Longmont Planning Area and Municipal Service Area; and

2 WHEREAS, these intergovernmental agreements are reasonably necessary to protect,
3 enhance and preserve the public health, safety and welfare of the City of Longmont's citizens.

4 NOW, THEREFORE, THE COUNCIL OF THE CITY OF LONGMONT, COLORADO,
5 ORDAINS:

6 Section 1

7 The Council amends § 15.02.150. of the Longmont Municipal Code, by adding italicized
8 material and deleting stricken material, to read as follows:

9 15.02.150 Intergovernmental agreements.

10 A. Intergovernmental Agreement Between the City of Longmont and
11 County of Boulder Concerning Transferred Development Rights. The city council
12 consents to the Intergovernmental Agreement Between the City of Longmont and
13 County of Boulder Concerning Transferred Development Rights, and authorizes
14 the mayor to execute and deliver the same. The intergovernmental agreement and
15 TDR map are on file at the city clerks office *and appear as Appendix E-1 to this*
16 *code.*

17 B. Longmont Planning Area Comprehensive Plan Intergovernmental
18 Agreement. The city council consents to the *Third Amended* Longmont Planning
19 Area Comprehensive Plan Intergovernmental Agreement and authorizes the
20 mayor to execute and deliver the same. The intergovernmental agreement ~~and~~
21 *including a map*, is on file at the city clerks office *and appears as Appendix E-2*
22 *to this code.*

1 C. Intergovernmental Agreement Between the City of Longmont and
2 the St. Vrain Valley School District. The city council consents to the
3 Intergovernmental Agreement Concerning Fair Contributions for Public School
4 Sites Between the City of Longmont and the St. Vrain Valley School District RE-
5 1J and authorizes the mayor to execute and deliver the same. The
6 intergovernmental agreement is on file at the city clerks office *and appears as*
7 *Appendix E-3 to this code.*

8 D. Intergovernmental Agreement Between the City of Longmont and
9 the Left Hand Water District. The city council consents to the Agreement
10 Regarding Water Service and Boundaries between the City of Longmont and the
11 Left Hand Water District, and authorizes the mayor to execute and deliver the
12 same. The intergovernmental agreement and map is on file at the city clerks
13 office *and appears as Appendix E-4 to this code.*

14 E. ~~Intergovernmental Agreement Between the City of Longmont, and~~
15 ~~Weld County, regarding the Longmont Planning Area Comprehensive Plan. The~~
16 ~~city council approves the Longmont Planning Area Comprehensive Development~~
17 ~~Plan Intergovernmental Agreement between the City of Longmont and the County~~
18 ~~of Weld and authorizes the mayor to execute and deliver the same. The~~
19 ~~intergovernmental agreement is available for public inspection in the office of the~~
20 ~~city clerk.~~

21 F. Coordinated Planning Agreement Between the City of Longmont
22 and Weld County. The city council approves the Coordinated Planning
23 Agreement between the City of Longmont and the County of Weld and authorizes

1 the mayor to execute and deliver the same. The intergovernmental agreement is
2 available for public inspection in the office of the city clerk *and appears as*
3 *Appendix E-5 to this code.*

4 *F. The Boulder County Countywide Coordinated Comprehensive*
5 *Development Plan Intergovernmental Agreement. The city council consents to*
6 *the Boulder County Countywide Coordinated Comprehensive Development Plan*
7 *Intergovernmental Agreement between the City of Longmont and the County of*
8 *Boulder and other Boulder County municipalities, and authorizes the Mayor to*
9 *execute and deliver the same. The intergovernmental agreement, including a*
10 *map, is available for public inspection in the office of the City Clerk and appears*
11 *as Appendix E-6 to this code.*

12 Section 3

13 The Council consents to approval of the Third Amended Longmont
14 Planning Area Comprehensive Plan Intergovernmental Agreement and the
15 Boulder County Countywide Coordinated Comprehensive Development Plan
16 Intergovernmental Agreement, included as Attachments 1 and 2 to this ordinance,
17 subject to the approval by the Boulder County Board of Commissioners of both
18 agreements. This ordinance shall become effective upon satisfaction of this
19 requirement, as certified by the Planning Director of the City of Longmont.

20 Section 4

21 To the extent only that they conflict with this ordinance, the Council repeals any
22 conflicting ordinances or parts of ordinances. The provisions of this ordinance are severable, and
23 invalidity of any part shall not affect the validity or effectiveness of the rest of this ordinance.

1 Introduced this 10th day of June, 2003.

2
3 Passed and adopted this 24th day of June, 2003.

4
5
6
7
8 [Signature]
MAYOR

9
10 ATTEST:

11
12 [Signature]
13 CITY CLERK



14
15
16
17 NOTICE: THE COUNCIL WILL HOLD A PUBLIC HEARING ON THIS ORDINANCE AT
18 7:00 P.M. ON THE 24th DAY OF June, 2003, IN THE
19 LONGMONT COUNCIL CHAMBERS.
20

21
22 APPROVED AS TO FORM:

23
24
25 [Signature]
26 DEPUTY CITY ATTORNEY

27 6/4/03
DATE

28
29
30 [Signature]
31 PROOF READ

32 6-4-03
DATE

33
34
35
36 APPROVED AS TO FORM AND SUBSTANCE:

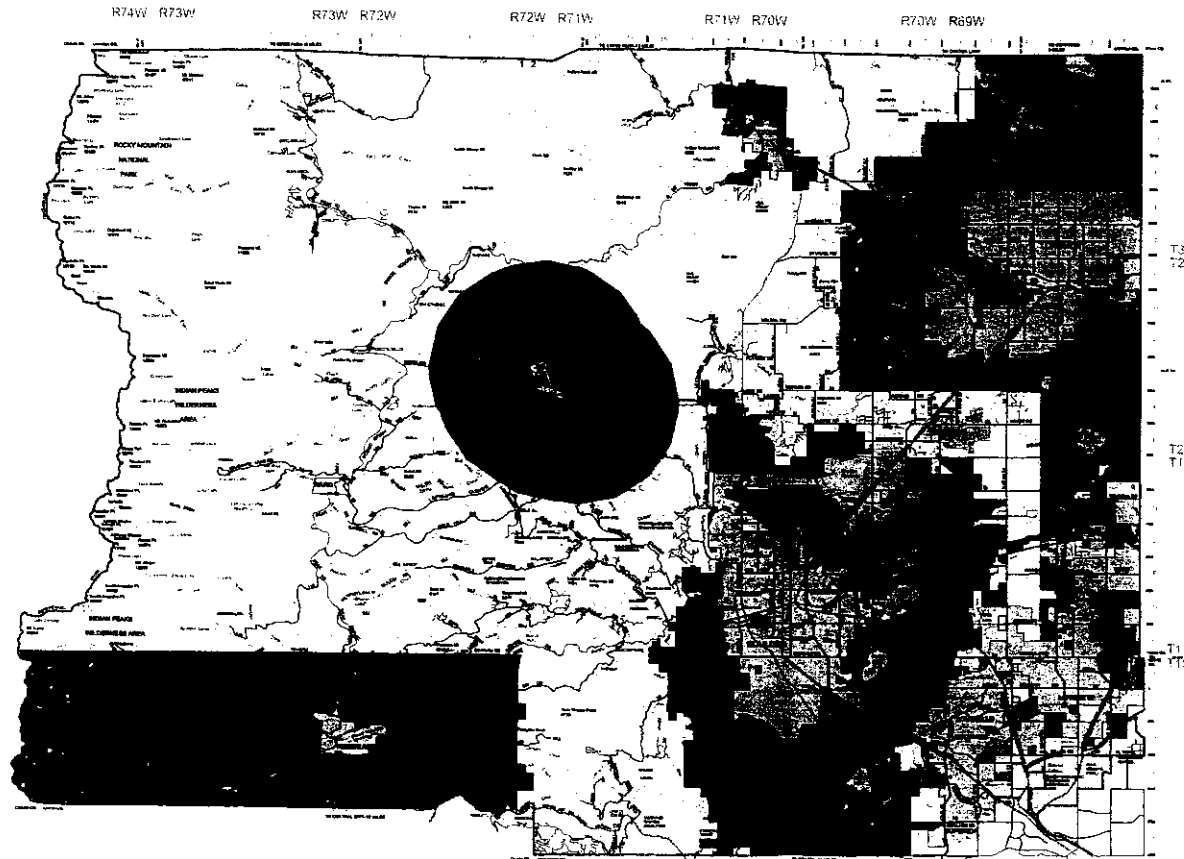
37
38 [Signature]
39 ORIGINATING DEPARTMENT

40 6/4/03
DATE







41 File: 4359
42
43

Exhibit A BOULDER COUNTY SUPER-IGA MAP

DRAFT MAY 2003



LEGEND

-  Rural Preservation Areas
Including:
Designated City Preservation Areas
Longmont TCR Area
Boulder Valley Area II
-  Municipal Influence Areas
Including:
Longmont Planning Area
Boulder Valley Area I
-  Unincorporated Rural Preservation Area
Lafayette
-  Unincorporated Rural Land
-  Publicly Owned or Controlled Lands
Underlying Color Indicates Designation
-  Municipalities
Newest Community Service Area



This map is for illustrative purposes only, and is not suitable for parcel-specific decision making. The areas depicted here are approximate. More site-specific studies may be required to draw accurate conclusions.

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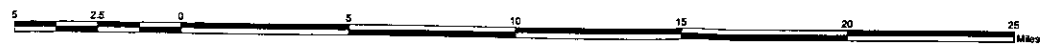








Exhibit A

BOULDER COUNTY SUPER-IGA MAP

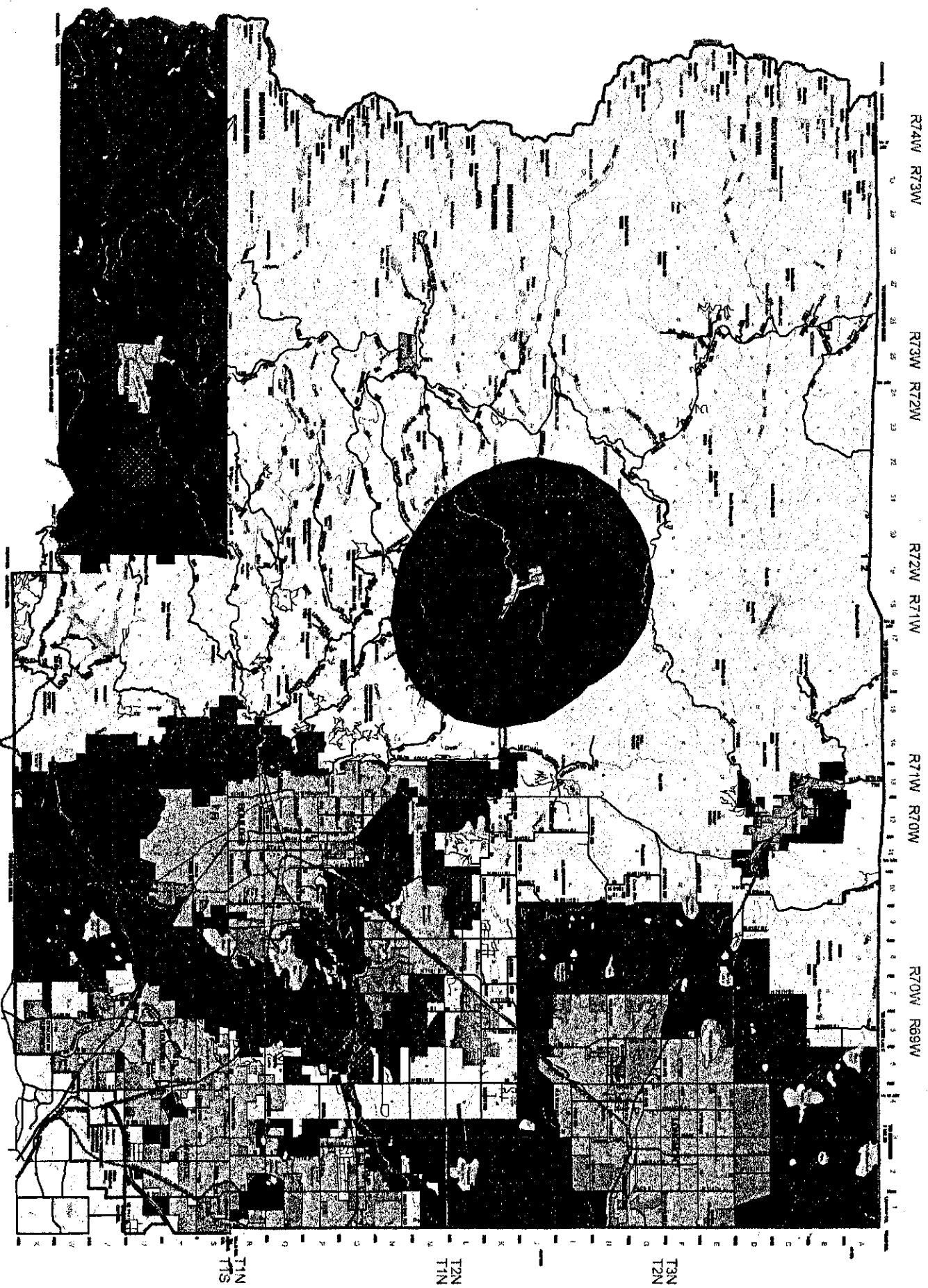
DRAFT MAY 2003

LEGEND

-  Rural Preservation Areas
Including Designated City Preservation Areas
and Rural Valley Area II
-  Municipal Influence Areas
Including Planning Area
Longmont Planning Area
Boulder Valley Area II
-  Unincorporated Rural Preservation
Areas (Agriculture)
-  Unincorporated Rural Land
-  Publicly Owned or Controlled Lands
Including Colorado State Park
-  Multipurpose
Neighborhood Community Service Areas



This map is for planning purposes only, and is not suitable for geographic information system use. The areas depicted have no legal status. No warranty is made by the County of Boulder, Colorado. All rights reserved. No part of this map may be copied, reproduced, or transmitted in any form or by any means, including electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without written permission from the County of Boulder, Colorado.



**BOULDER COUNTY COUNTYWIDE COORDINATED
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement by, between and among the City of Boulder, a Colorado home rule city (Boulder); the City of Lafayette, a Colorado home rule city (Lafayette); the City of Longmont, a Colorado home rule city (Longmont); the City of Louisville, a Colorado home rule city (Louisville); the Town of Erie, a Colorado statutory town (Erie); the Town of Jamestown, a Colorado statutory town (Jamestown); the Town of Lyons, a Colorado statutory town (Lyons); the Town of Nederland, a Colorado statutory town (Nederland); the Town of Superior, a Colorado statutory town (Superior); (hereinafter, the collectively municipal signatories to be known as, the "Municipal Parties"); and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (the collective signatories to be known as the "Parties") is made to be effective on the 16th day of October, 2003.

WITNESSETH:

WHEREAS, Section 29-20-101 *et seq.*, C.R.S. as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts of development on the surrounding areas and protect the environment, and specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, the Parties have previously entered into various comprehensive development plans by Intergovernmental Agreements, and desire now to provide an overlay coordinating all of the various comprehensive development plan intergovernmental agreements, to-wit: East Central Boulder County Comprehensive Development Plan Intergovernmental Agreement; Southeast Boulder County, South 96th St., Dillon Road, and Midway Blvd. Area Comprehensive Development Plan Intergovernmental Agreement; US 36 Corridor Comprehensive Development Plan Intergovernmental Agreement; Longmont Planning Area Comprehensive Development Plan Intergovernmental Agreement; Boulder Valley Comprehensive Plan; Intergovernmental Cooperative Agreement between the Town of Jamestown and the County of Boulder for the Purpose of Planning and Regulating the Development of Land in the Jamestown Vicinity; Lafayette/Louisville Buffer Area Comprehensive Development Plan Intergovernmental Agreement; Lyons Area Comprehensive Development Plan Intergovernmental Agreement; Nederland Area Comprehensive Development Plan Intergovernmental Agreement; and Superior Area Comprehensive Development Plan Intergovernmental Agreement; and

WHEREAS, in order to ensure that the unique and individual character of the Municipal Parties are preserved, the Parties believe that a comprehensive development plan (hereinafter the "Plan") which recognizes the annexed areas and development approved by each community, accompanied by binding commitments by the responsible jurisdictions for the preservation of the rural character of surrounding lands as identified within the area of the Plan, is in the best interest of the citizens of each of the Parties; and

WHEREAS, this Agreement and Plan is intended to supplement the Underlying Plans, providing agreement by Municipal Parties to comply in certain respects with the Underlying Plans to which the Municipal Party was not a Party, to permit in certain instances new extraterritorial water service by non-designated Municipal Parties, and to cover additional unincorporated areas not covered by any Underlying Plan; and

WHEREAS, the provisions concerning annexation or development by the Municipal Parties of certain lands designated Unincorporated Rural Land Area within the Plan Area, as shown on the attached Exhibit A, are intended to preclude increased development and urban sprawl which would obliterate the boundaries of the Municipal Parties; and

WHEREAS, certain undeveloped parcels within the Rural Preservation Area do not currently have Municipal Party utility services, and, except as noted herein, the Municipal Parties are not desirous of providing such services to new development on such parcels; and

WHEREAS, Lafayette is currently in the process of achieving compliance with a city charter amendment approved by its voters in November, 2001, which requires that the City Council adopt an "urban growth boundary" on or before December 31, 2003, and the city's Planning Commission is currently considering this matter, and therefore, in order not to preempt its compliance with the charter amendment, the Exhibit A shows an outer boundary (the entire area of the Lafayette Comprehensive Plan as it exists on the effective date hereof) within which Lafayette will, on or before February 1, 2004 commit to its Municipal Influence Area, conforming to its then-adopted "urban growth boundary", for purposes of the East Central Boulder County Comprehensive Development Plan Intergovernmental Agreement, an Underlying Plan as defined in this Agreement & Plan, and so long as said Municipal Influence Area designation does not exceed said current outer boundary, such Municipal Influence Area shall be recognized as such for all purposes under this Agreement and Plan; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement in order to plan for and regulate the use of the lands within the Plan Area through joint adoption of this mutually binding and enforceable Comprehensive Development Plan overlaying the Underlying Plans and covering those areas outside the Underlying Plans designated Unincorporated Rural Land Areas; and

WHEREAS, the Parties find that designating a portion of the Plan Area to remain as Rural Preservation Area or Unincorporated Rural Land Area for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan, and meets the goals and furthers the purposes of the comprehensive and master plans of the Municipal Parties, as stated in such plans and applicable laws; and

WHEREAS, with respect to the annexation provisions herein, the Parties declare that the Unincorporated Rural Land Area, Rural Preservation Area, and Municipal Influence Area designations and land use regulations contained in this Agreement affect the future development of each Municipal Party. Consistent with the municipal annexation, utility service, and land use laws of

the State of Colorado, this Agreement, including specifically the annexation and utility service portions hereof, is intended to encourage the natural and well-ordered future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom; to extend government services and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas; to simplify the governmental structure of the affected areas; to reduce and avoid, where possible, friction between the Parties; and to promote the economic viability of the Parties; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; part 1 of article 12 of title 31; and parts 2 and 3 of article 23 of title 31, C.R.S., as amended; and

WHEREAS, Section 29-1-201, *et seq.*, C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, 18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and the adoption of a Comprehensive Development Plan for the subject lands, hereinafter referred to as the "Plan Area", as shown on the Exhibit A.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. BOULDER COUNTY COUNTYWIDE COORDINATED COMPREHENSIVE DEVELOPMENT PLAN.

- 1.1 Adoption and Purposes: This Agreement, including Exhibit A, is adopted by the Parties as the Boulder County Countywide Coordinated Comprehensive Development Plan (the "Plan") governing the Plan Area. Exhibit A attached hereto has three purposes: first, it shows the lands designated Rural Preservation Area and Municipal Influence Area on the Underlying Plans. Second, Exhibit A designates "Unincorporated Rural Land Area" for purposes of the application of the provisions of this Agreement and Plan to lands so designated. Third, it shows additional lands that may be designated Municipal Influence pursuant to Section 3.5 of this Agreement that are not shown as such on any Underlying Plan.
- 1.2 Relationship to Underlying Plans: Except as expressly provided herein, including but not limited to the provisions of Section 3.5 of this Agreement, the Underlying Plans, as they exist on the date hereof and as they may be amended from time to time, are the sole effective determinants of the status of lands as Rural Preservation Area or Municipal Influence Area for the purpose of the application of the provisions of this Agreement and Plan, and the Underlying Plan controls as

to the limitations on annexation, land uses, regulations, and utility services, and the County's application of its "Areas and Activities of State Interest" regulations in unincorporated areas, as between the parties to the Underlying Plan. Nothing in this agreement is intended nor shall be construed to require the consent to the amendment of an Underlying Plan by any Party hereto which is not a Party to the Underlying Plan.

1.3. Definitions:

"Designated Municipal Party" means the Municipal Party to the Underlying Plan expressly permitted in the Underlying Plan to annex subject Municipal Influence Area lands, or to provide extraterritorial water and/or sewer services to the subject Rural Preservation Area lands.

"Plan Area" means the entire unincorporated area of Boulder County except for those lands contained within the Niwot Community Service Area as defined by the Boulder County Comprehensive Plan."

"Underlying Plan(s)" means the East Central Boulder County Comprehensive Development Plan Intergovernmental Agreement; Southeast Boulder County, South 96th St., Dillon Road, and Midway Blvd. Area Comprehensive Development Plan Intergovernmental Agreement; US 36 Corridor Comprehensive Development Plan Intergovernmental Agreement; Intergovernmental Cooperative Agreement between the Town of Jamestown and the County of Boulder for the Purpose of Planning and Regulating the Development of Land in the Jamestown Vicinity; Longmont Planning Area Comprehensive Development Plan Intergovernmental Agreement; Boulder Valley Comprehensive Plan; Lafayette/Louisville Buffer Area Comprehensive Development Plan Intergovernmental Agreement; Lyons Area Comprehensive Development Plan Intergovernmental Agreement; Nederland Area Comprehensive Development Plan Intergovernmental Agreement; and the Superior Area Comprehensive Development Plan Intergovernmental Agreement.

"Unincorporated Rural Land Area" means the entire unincorporated area of Boulder County that has not been designated Municipal Influence Area or Rural Preservation Area in one or more Underlying Plans.

2. RURAL PRESERVATION AREA.

2.1. The Municipal Parties each agree that they will immediately disclose to the others and to Boulder County any and all instances in which they have received an annexation petition from landowners in the Rural Preservation Area seeking annexation. Further, the Municipal Parties each commit that they are not currently pursuing any annexations within the Rural Preservation Area.

2.2 The map attached and incorporated as Exhibit A shows certain lands within the Plan Area that are designated "Rural Preservation Area" in the various Underlying Plans. These lands are intended to remain within the unincorporated area of Boulder County, subject to Boulder County's land use regulatory jurisdiction as limited in the Underlying Plans. The Municipal Parties each agree that none of them will initiate or approve an annexation of any portion of any of the lands shown as "Rural Preservation Area" on the Exhibit A which are not

within the rural preservation area of any Underlying Plan to which such municipality is a party unless the Rural Preservation Area as designated in the Underlying Plan is first amended to remove such lands from the Rural Preservation Area and to permit the Municipal Party to which annexation is sought to annex the subject lands, except as may be provided in the Underlying Plan.

2.3 By authorizing the execution of this Agreement, the city councils and the town boards of the Municipal Parties each respectively finds and declares that there is no community of interest between the lands designated Rural Preservation Area in the Underlying Plans that are shown on Exhibit A but which are not within the Rural Preservation Area of any Underlying Plan to which such municipality is a party and their respective jurisdictions, that none of these lands is urban nor is likely to urbanize within the term of this Plan, unless amended as indicated in section 2.2, and that none of these lands is currently integrated with, nor for the term of this Plan will any of them be capable of being integrated with their respective jurisdictions, unless amended as indicated in section 2.2.

2.4 Although most of Area III of the Boulder Valley Comprehensive Plan is to be treated as Rural Preservation Area under this Agreement, that portion of Area III shown as "Planning Reserve" on the Boulder Valley Comprehensive Plan Area I, Area II, Area III Map adopted November, 2001, shall for purposes of this Agreement be treated as Municipal Influence Area. Prior to annexation of any area shown as the City of Boulder's Planning Reserve Area in the November 2001, Boulder Valley Comprehensive Plan, the City of Boulder and Boulder County shall complete the process and meet the standards for a service area expansion from Area III - Planning Reserve to Area II as set forth in the Boulder Valley Comprehensive Plan.

3. MUNICIPAL INFLUENCE AREA PARCELS.

3.1. The Exhibit A reflects Municipal Influence Areas currently located within unincorporated Boulder County as adopted in the Underlying Plans and shown on the maps attached to said Underlying Plans. These are areas that include lands that may in the future be annexed to the Designated Municipal Party, as denoted by the "Influence Area" designation. Nothing in this section or the Plan is intended to require such Municipal Party to annex such area. However, the Municipal Parties agree that, if such area is to be annexed to or is to be provided water or sewer service, except as provided hereinbelow, by a Municipal Party during the term of this Agreement, such area will be annexed to and/or will be so served by the Designated Municipal Party and not by any of the other Municipal Parties. By authorizing the execution of this Agreement, each city council and town board finds and declares that the community of interest in the Influence Areas so designated on the Underlying Plan map is, or for the term of the Underlying Plan, will be, with the Designated Municipal Party and not with any other Municipal Party.

3.2. Until and unless annexed, Boulder County shall enforce its "Areas and Activities of State Interest" regulations upon any parcels identified as within the Influence Area of any Municipal Party, except to the extent that any of such regulations are inapplicable under the express language of any Underlying Plan, so long as said Underlying Plan remains effective. Where those regulations are applicable, Boulder County shall not grant a permit for development pursuant to such regulations unless such permit has been first submitted for review and comment by the Municipal Party whose Influence Area on the Underlying Plan map includes such parcel(s).

Review and comment by a Municipal Party pursuant to this provision shall be based upon the application of Boulder County's "Areas and Activities of State Interest" regulations. Where those regulations are applicable, a comment of a Municipal Party regarding the satisfaction of the "Areas and Activities of State Interest" regulations shall be given consideration by Boulder County, which will nonetheless independently execute its duty under state law with reference to the application of its regulations. The provisions of this paragraph shall control over any provision in the US 36 Corridor Comprehensive Development Plan Intergovernmental Agreement.

3.3. Boulder County agrees that, for purposes of the Municipal Annexation Act, there is, or for the term of this Plan, will be, a community of interest of the parcels designated as Municipal Party Influence Areas as agreed in Underlying Plans and shown on the maps attached to said Underlying Plans with the Designated Municipal Party, and Boulder County consents to annexation of such areas by the Designated Municipal Party.

3.4. No Party shall purchase any parcel of land either within the incorporated limits of another Party or within the Influence Area of another Party as designated on the Exhibit A, without the express consent of such other Party. However, this restriction shall not apply to parcels to be acquired solely for municipal utility purposes.

3.5 Lafayette is currently in the process of achieving compliance with a city charter amendment approved by its voters in November, 2001, which requires that the City Council adopt an "urban growth boundary" on or before December 31, 2003, and the city's Planning Commission is currently considering this matter, and therefore, in order not to preempt its compliance with the charter amendment, the Exhibit A shows an outer boundary within which Lafayette will, on or before February 1, 2004 commit to its Municipal Influence Area, conforming to its then-adopted "urban growth boundary." Such Municipal Influence Area shall be recognized as such for all purposes under this Agreement and Plan. Any portion of the area within the outer boundary shown on Exhibit A which is not included by Lafayette in its Municipal Influence Area as provided herein shall be treated for all purposes as Unincorporated Rural Land Area.

4. UNINCORPORATED RURAL LAND AREAS. Those portions of the unincorporated area of Boulder County not heretofore covered by any of the Underlying Plans as shown on the maps attached thereto, which are reflected on the Exhibit A attached hereto designated "Unincorporated Rural Land Area" shall be subject to the same restrictions on and procedures concerning annexation as the lands designated Rural Preservation Area in the Underlying Plans.

Notwithstanding any other provision of this Agreement, any platted residential subdivision, excluding NUPUDs and subdivision exemptions, in the unincorporated area of the County may be annexed in whole or in part by any Municipal Party to which it has been adjacent for a period of one year or more, in accordance with the provisions of the Colorado annexation statutes then in effect.

5. ISSUES FOR CONTINUED COUNTYWIDE DISCUSSION. The Parties agree that additional issues exist which may be solved through countywide or regional agreements. The Parties agree to schedule these issues as desired on agendas of future Consortium of Cities meetings. These issues include, but are not limited to, the following:
Revenue sharing, in particular of sales tax revenues.
Affordable housing funding and locations.

Library services.

6. UTILITY SERVICE PROVISION. Any Designated Municipal Party may provide extraterritorial water and/or sewer services in areas so designated for such Party's water and/or sewer services in the Underlying Plan. For Municipal Influence Areas designated on the Underlying Plan, where no Municipal Party is designated to provide such services, any Municipal Party to the Underlying Plan, or a public water and/or sanitation district permitted to provide water and/or sanitary sewer services to the subject area under an approved special district service plan, may provide water and/or sanitary sewer services to the subject lands within the Underlying Plan Area.

Any Municipal Party to this Agreement may provide extraterritorial water service in the Rural Preservation Area and Unincorporated Rural Land Area shown on Exhibit A within 2640 feet of such Municipal Party's existing or approved water line main to serve existing land uses or development, as well as new single family residential development upon legal building lots and parcels at a maximum density equal to that permitted by the provisions of the Boulder County Comprehensive Plan in effect on the effective date of this Agreement, and may provide service in any event in accordance with service contracts which were entered into and enforceable prior to the effective date of this Agreement. A Municipal Party shall not provide any water service to parcels in the Rural Preservation Area and Unincorporated Rural Land Area shown on Exhibit A except as provided herein or in the Underlying Plan. Nothing in this section shall be construed to prohibit a Municipal Party from supplying raw or treated water to another Municipal Party.

7. REFERRALS.

7.1 Any application or other proposal for annexation by any Municipal Party of any parcel within that portion of the Plan Area designated Rural Preservation Area, as shown on the Exhibit A, but which parcel is not within the Rural Preservation Area of any Underlying Plan to which such municipality is a party, shall be immediately referred in writing to all Parties. No action shall be taken upon such an application or proposal by the referring Party until each other Party has had the opportunity to respond concerning the proposal's conformity to this Plan and other land use policies.

7.2 Responses shall be received within 30 days of date of referral. However, upon timely request, the County shall be authorized to grant reasonable requests for extensions of time within which to respond. In evaluating any request for an extension of time within which to respond, the County shall give appropriate consideration to factors such as the complexity of the application, any standard administrative processes that are applicable and to the reasonable scheduling needs of a responding Party. The provisions of this sub-section 7.2 shall apply to all referrals required by this Agreement and also by any Underlying Plan, notwithstanding any provision in the Underlying Plan to the contrary.

8. AMENDMENTS. This Plan contains the entire agreement between the Parties, but is supplemental to the Underlying Plans. Any proposed amendment of this Plan must be referred to the Parties. Amendment of this Plan shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law. No Party shall approve any annexation, which is inconsistent with this Agreement

and Plan until and unless the Plan has been amended so that the proposed annexation is consistent with the Plan. Amendments to Underlying Plans shall be distributed to all parties hereto by Boulder County, and updates to the limits of Rural Preservation Areas as amended in Underlying Plans will be distributed to the Parties by Boulder County through updated maps, which will supplant the attached Exhibit A to the extent of those changes.

9. SEVERABILITY. If any portion of this Plan is held by a court in a final, non-appealable decision to be *per se* invalid or unenforceable as to any Party, the entire Agreement and the Plan shall be terminated, it being the understanding and intent of the Parties that every portion of the Agreement and Plan is essential to and not severable from the remainder.

10. BENEFICIARIES. The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of the Agreement and the Plan, and no other person or entity is so intended or may bring any action, including a derivative action, to enforce the Agreement or the Plan.

11. ENFORCEMENT. Any one or more of the Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement or the Plan.

12. DEFENSE OF CLAIMS/INDEMNIFICATION If any person allegedly aggrieved by any provision of the Plan and who is not a Party to the Plan should sue any Party concerning such Plan provision, all Parties shall be notified promptly by any Party served; any Party served shall, and any other Party may, defend such claim. Defense costs shall be paid by the Party providing such defense.

Notwithstanding the foregoing, if the claim concerns the designation of property as "Rural Preservation Area" or "Unincorporated Rural Lands", Boulder County shall provide a defense in such action. If the claim concerns the designation of property as "Influence Area," the Designated Municipal Party shall provide such defense.

In the event that any person not a Party to the Plan should obtain a final money judgment against any Party who is not the regulating Party for the diminution in value of any regulated parcel resulting from regulations in the Plan, or regulations adopted by the regulating Party implementing the Plan, the regulating Party shall, to the extent permitted by law, indemnify such Party for the amount of said judgment.

13. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado, and venue shall lie in the County of Boulder.

14. TERM AND EFFECTIVE DATE OF THIS PLAN AND APPLICABILITY OF PROVISIONS TO EXPIRED UNDERLYING PLANS. This Agreement shall become effective when signed by an authorized representative of the governing bodies of Boulder County and the Municipal Parties set forth above; except that, in the event that, as of September 4, 2003, all of the Parties have not authorized signature, each of the Parties which have at that date authorized signature

shall review the status of the Agreement and determine whether to proceed to sign, in which case the Agreement shall become effective upon the signature of each of those entities which have determined to proceed in the absence of those listed Municipal Parties which have not authorized signature on or before that date. Additional Parties may sign thereafter, and upon signature, such Agreement shall govern such additional parties.

Except as provided herein, this Agreement shall remain in effect for a period of twenty (20) years from its initial effective date, unless terminated prior thereto by agreement of all the Parties or pursuant to the terms of section 8 above. The provisions of this Agreement and Plan shall apply to Underlying Plans for the term thereof. Upon expiration or termination of such Underlying Plan, the Rural Preservation Area lands designated by the expired Underlying Plan shall be treated by this Plan for all purposes as designated Unincorporated Rural Land Area for the balance of the term of this Agreement and Plan.

At any time until ninety days prior to the tenth anniversary of the effective date of the Agreement, any Municipal Party may give written notice to all other Parties by first class certified mail that it intends to withdraw as a Party from the Agreement effective on that anniversary. If any Municipal Party gives such notice, any other Municipal Party shall have forty-five days from the date of such notice to give notice by the same means that it also intends to withdraw. In no event shall any such notice be given later than forty-five days prior to the tenth anniversary date. After giving such notice in compliance with this provision, such Party or Parties shall no longer be a party or parties to this Agreement effective on the tenth anniversary date.

Each Party agrees that, at any time within 90 days prior to the tenth anniversary of the effective date of this Agreement, it will hold a duly noticed public hearing for the purpose of determining if the term of this Agreement shall be extended an additional five (5) years from the date of termination then in effect. Notices of the hearing and subsequent action of each Party shall be sent to each of the other Parties.

15. PARTY REPRESENTATIVES. Referrals made under the terms of this Agreement shall be sent to the Parties' representatives as follows:

ENTITY:

REPRESENTATIVES:

CITY OF BOULDER

City Manager
P.O. Box 791
Boulder, CO 80306

TOWN OF ERIE

Town Manager
P.O. Box 750
Erie, CO 80516

TOWN OF JAMESTOWN

Town Clerk
118 Main Street
Jamestown, CO 80455

CITY OF LAFAYETTE

**City Administrator
1290 S. Public Rd.
Lafayette, CO 80026**

CITY OF LONGMONT

**City Manager
Civic Center Complex
350 Kimbark Street
Longmont, CO 80501**

CITY OF LOUISVILLE

**City Administrator
749 Main St.
Louisville, CO 80027**

TOWN OF LYONS

**Town Manager
P.O. Box 49
Lyons CO 80540**

TOWN OF NEDERLAND

**Town Clerk
P.O. Box 396
Nederland, CO 80466**

TOWN OF SUPERIOR

**Town Manager
124 E. Coal Creek Dr.
Superior, CO 80027**

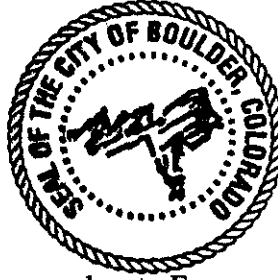
COUNTY OF BOULDER

**Director, Land Use Department
P.O. Box 471
Boulder, CO 80306**

Name and address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

THIS AGREEMENT made and entered into to be effective on the date as set forth above.

CITY OF BOULDER



BY: *Will Toor*
Mayor Will Toor

Attest:

Approved as to Form:

Alison D. Lewis
City Clerk

Jerry Gordon
Jerry Gordon, Acting City Attorney

TOWN OF ERIE

BY: *Barbara Connors*
Mayor Barbara Connors

Attest:

Approved as to Form:

Teressa H. Andrews
Town Clerk

Mark Shapiro
Mark Shapiro, Town Attorney

TOWN OF JAMESTOWN

BY: *Kenneth Lenarcic*
Mayor Kenneth Lenarcic

Attest:

Approved as to Form:

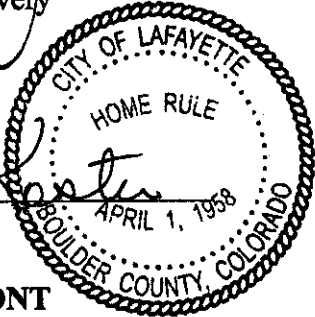
Mary Ellen Burck
Town Clerk

Jerry Gordon
Town Attorney

CITY OF LAFAYETTE

BY: *Dale F. Avery*
Mayor Dale Avery

Attest: *Susan Koster*
City Clerk



Approved as to Form:

Patricia C. Tisdale
Patricia C. Tisdale, City Attorney

CITY OF LONGMONT

BY: *Julia Pirnack*
Mayor Julia Pirnack

Attest: *Valeriad H. Skitts*
City Clerk



Approved as to Form:

James W. Rourke
James Rourke, Deputy City Attorney

CITY OF LOUISVILLE

BY: *Tom Davidson*
Mayor Tom Davidson

Attest: *Nancy Carra*
City Clerk



Approved as to Form:

Samuel Light
Samuel Light, City Attorney

TOWN OF LYONS

BY: Dick Hinshaw
Mayor Dick Hinshaw

Attest:

Debra H Babler
Town Clerk

Approved as to Form:

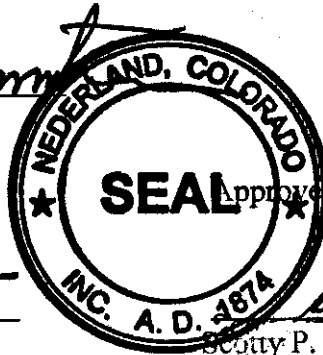
Robert C. Widner
Robert C. Widner, Town Attorney

TOWN OF NEDERLAND

BY: Scott Bruntjen
Mayor Scott Bruntjen

Attest:

Shelden Paros
Town Clerk



Approved as to Form:

Scotty P. Krob
Scotty P. Krob, Town Attorney

TOWN OF SUPERIOR

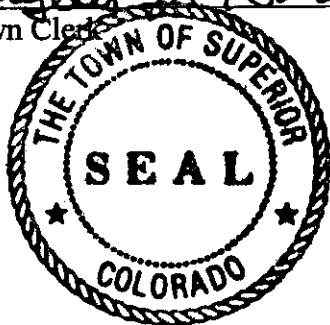
BY: Susan Spence
Mayor Susan Spence

Attest:

Heleen L Hardie
Town Clerk

Approved as to Form:

Kathleen Haddock
Kathleen Haddock, Town Attorney



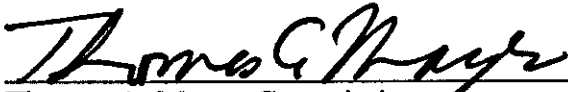
**COUNTY OF BOULDER
BY: BOARD OF COUNTY COMMISSIONERS**



Paul D. Danish, Chair

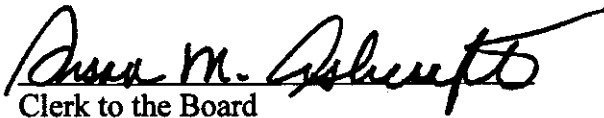


Ronald K. Stewart, Vice-chair



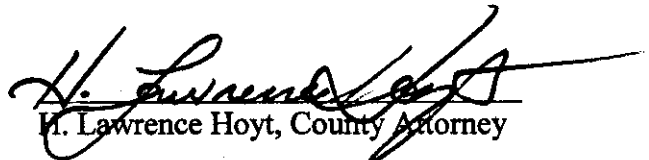
Thomas A. Mayer, Commissioner

Attest:



Anna M. Ashcroft
Clerk to the Board

Approved as to Form:



H. Lawrence Hoyt, County Attorney

ATTACHMENT 1

**THIRD AMENDED
LONGMONT PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement by and between the City of Longmont, a Colorado home rule municipal corporation (Longmont), and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (collectively the "Parties").

WITNESSETH:

WHEREAS, §29-20-101 et seq., CRS as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local (i.e., City and County) governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, in order to ensure that the unique and individual character of Longmont and of the rural area within Boulder County outside the Longmont Planning Area (hereinafter "the LPA") are preserved, the Parties believe that a comprehensive development plan which recognizes the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space, accompanied by a commitment by Longmont for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the Parties find that the acquisition of open space by Boulder County within the LPA does not serve the public interest in that Longmont's plan for infrastructure and other services to the LPA should occur without unanticipated interruptions brought by open space purchases within the LPA; and

WHEREAS, the Parties find that providing for the area outside the LPA within Boulder County to remain as rural in character through the term of this Agreement for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, with respect to the annexation provisions herein, the City of Longmont declares that the area outside the LPA within Boulder County is not appropriate for urban development, unless certain criteria are met, during the term of this Agreement; and

WHEREAS, consistent with the municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement, including specifically the annexation and open space portions hereof, is intended to encourage the natural and well-ordered

future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom; to extend government services and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas; to simplify the governmental structure of the affected areas; to reduce and avoid, where possible, friction between the Parties; and to promote the economic viability of the Parties; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; part 1 of article 12 of title 31; and parts 2 and 3 of article 23 of title 31; CRS, as amended; and

WHEREAS, §29-1-201, et seq., CRS, as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the "Plan Area", as shown on the map attached hereto as Exhibit A; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement in order to plan for the use of the lands within the Plan Area through joint adoption of a mutually binding and enforceable comprehensive development plan.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. LONGMONT PLANNING AREA (LPA) COMPREHENSIVE DEVELOPMENT PLAN.

This Agreement, including the Map attached hereto as Exhibit A, is adopted by the Parties as the Longmont Planning Area (LPA) Comprehensive Development Plan (the "Plan") governing the Plan Area. The "Plan Area" is hereby defined as the unincorporated area of Boulder County outside the Longmont Planning Area as shown on Exhibit A, or as subsequently amended in accordance with this Agreement.

2. ANNEXATION PROVISIONS.

(a) Longmont agrees that it will disclose to Boulder County any and all instances in which they receive an application for annexation of land outside the LPA within Boulder County. Further, Longmont commits that it is not currently pursuing any annexations within the Rural Preservation Area. Also, Boulder County commits that it

will not actively pursue open space acquisitions in the LPA not currently designated as open space.

(b) The area outside the LPA is intended to remain in Boulder County's regulatory jurisdiction for the term of this Agreement, unless changed by mutual agreement of the Parties. Further, the City Council of the City of Longmont, by authorizing the execution of this Agreement, finds and determines that there is no community of interest between said area and the City for the term of this Agreement, and the City will annex lands outside the LPA within Boulder County only pursuant to mutual agreement of the Parties.

(c) The City agrees that, during the term of this Agreement, it will expand the LPA within Boulder County only pursuant to mutual agreement of the Parties. Expansion would include only properties adjacent to the then existing LPA boundary, and would not be comprised of flagpoles to nonadjacent properties. The City and Boulder County agree to the following set of criteria by which proposals for expansion of the LPA will be allowed by the City Council and the Board of County Commissioners.

(1) Transfer of Development Rights - (TDR) receiving sites, in accordance with the Longmont TDR IGA, and TDR sending sites in accordance with the map attached thereto.

(2) Major Industrial User -if land inside LPA does not meet the needs of the development. The developer must demonstrate that factors other than land price preclude building within the LPA.

(3) Changes in the rural character of land (e.g., existing unincorporated residential subdivisions) outside the LPA that would be better served by the urban structure of Longmont (e.g., creation of significant institutional uses or the presence of existing residential subdivisions on surrounding unincorporated area properties).

(4) Enclaves of more than one home site per five (5) acres and which result from annexation that has left county property an island surrounded by Longmont, and where the provision of infrastructure from the City of Longmont would be more beneficial to property owners.

(d) Longmont Planning Area: The Map portion of this Plan identifies areas encompassing the LPA, which are currently located within unincorporated Boulder County but which may in the future and possibly during the term of this Agreement, be annexed to the City of Longmont. By authorizing the execution of this Agreement, Boulder County finds and declares that a community of interest in the area designated as the LPA on Exhibit A of this Plan, which is attached hereto and incorporated herein, exists with the City of Longmont.

(e) Any property located within the current municipal limits of Longmont, and any property which hereafter annexes to Longmont in accordance with the provisions of this Agreement, which subsequently is disconnected from the municipality, shall thereafter, for purposes of this Agreement, continue to be within the LPA unless excluded by action of the City.

3. OPEN SPACE.

(a) Any of the lands shown on the attached Exhibit A of the Plan outside the LPA may be acquired as open space by either of the Parties.

(b) Boulder County agrees that, for the term of this Agreement, it will not purchase any of the lands within the LPA for open space purposes, excepting only those lands which are designated "open space" on the Longmont Area Comprehensive Plan or otherwise changed to open space pursuant to an LACP amendment, and excepting those lands which are currently under contract or for which a letter of intent has been sent to the owner and which have been referred to the City of Longmont and except for those lands for which the consent of the City Council has been obtained as provided in section 5. Nothing in this section is intended to affect the continued ownership and maintenance of open space lands within the LPA which Boulder County currently owns or which are currently under contract with Boulder County or for which a letter of intent has been sent to the owner, and which have been referred to the City for comment.

(c) For lands within the LPA upon which Boulder County currently owns a conservation easement (identified on Exhibit A), Longmont agrees that it will annex said land only after release of the conservation easement thereon by Boulder County (except for those easements which automatically terminate upon annexation by any municipality) and will thereafter approve development of said land only in accordance with the provisions for TDR receiving and sending sites in the Longmont TDR Comprehensive Development Plan Intergovernmental Agreement (hereinafter "TDR Agreement") previously executed by these Parties. Upon expiration of said TDR Agreement and for the term of this Agreement, these lands will continue to be governed by the provisions of the TDR Agreement, said provisions being incorporated into this Agreement as if fully set forth herein. It is the intent of the Parties that this Agreement, and to the extent cross-referenced herein the Longmont TDR IGA, be and is the sole mutually adopted comprehensive plan related to these lands. However, nothing herein shall be construed to rescind Longmont's adoption and application of its comprehensive plan(s) to these lands.

(d) In the event Boulder County purchases 40 acres of John M. Keyes Trust farm, located within the LPA, Boulder County agrees it will provide Longmont the right-of-way necessary for the extension of Pike Road across said parcel upon such terms and conditions as are mutually agreed, including at least 120 foot width for an arterial street, and located as shown on the Longmont Comprehensive Plan, unless otherwise mutually agreed. Boulder County further agrees to allow Longmont to construct, operate, and maintain a trail under its St. Vrain River Greenways program, across the Keyes parcel through which the St Vrain River runs.

4. CITY OF LONGMONT UTILITIES AND ARTERIAL HIGHWAYS

It will be necessary for the City to seek additional water supplies, water storage, and water and sewer transportation and treatment facilities, both within and without the Plan Area. The areas designated in the Map portion of Exhibit A as the LPA shall be deemed to be the City's "Service Area" for all purposes, including, but not limited to, Boulder County's Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code. To the extent such supplies and facilities are necessary to serve development within the LPA which is consistent with the provisions of this Agreement, the County agrees to use its best efforts in good faith to take action under any permitting requirements without undue delay, recognizing applications for such permits as being in conformance with this comprehensive development plan.

To this end, the County agrees that the City, in applying for such permits under the provisions of the Regulation of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code, shall not be required to demonstrate compliance with the following provisions of said Regulation: Sections 8-511 B.3, 10, 11, 12, 13 & 14 C.1 & 2.a, D & E. Section 8-511 C.2.b shall not apply to applications for projects that involve the removal of native agricultural water rights after the effective date of this agreement from land located within the Longmont Planning Area or TDR Receiving Sites located within the TDR Area. For the purposes of this Agreement, TDR Receiving Sites and TDR Area shall have the same meanings as set forth in the Intergovernmental Agreement Between the City of Longmont and County of Boulder Concerning Transferred Development Rights which was effective as of February 5, 1996. Sections 8-511 B.5.c & d shall only be applicable to sanitary sewage facilities. Sections 8-511 B.5.b, e, f & g, B.6, 7 & 8 shall apply to site location, construction and operation of facilities within areas designated on Maps 2, 3 & 4 of the Boulder County Comprehensive Plan, and with respect to other areas shall be limited in its application to construction and operation of such facilities. The application of Section 8-511 B.7 concerning archeological resources shall be limited to a determination whether archeologically-significant resources will be negatively impacted by the proposed project, and if so, provide for mitigation of those impacts. The application of Section 8-511 B.5.h concerning geologic hazards shall be limited to resolution of floodplain issues. The remaining portions of Section 8-511 shall only be applicable to the direct, site specific, impacts of the proposal. The County through the Board of County Commissioners finds pursuant to Section 8-504 of the Boulder County Land Use Code, that this intergovernmental agreement shall serve in lieu of review of permit applications under those regulations of Article 8, Section 5 of the County land Use Code which are limited herein, to the extent of such limitations. Section 8-407 shall exempt all upgrades to existing facilities that are required maintenance or otherwise required by federal, state, or County regulations, including repairing and/or replacing old or outdated equipment, or installing new equipment, provided the improvements do not expand levels of service beyond the design capacity, and provided further that the upgrade does not alter the location of the existing facility.

Boulder County agrees to exempt Longmont from the Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code, if Boulder County passes amendments to those regulations governing arterial highways and interchanges. Specifically, this exemption shall apply to:

- (a) the site section and construction of arterial highways and interchanges by Longmont within the LPA, which are designated on the Longmont Comprehensive Plan as adopted as of the effective date of this Agreement; and
- (b) areas around arterial highway interchanges (as those areas are defined in the County's regulations). which interchanges are designated on the Longmont Comprehensive Plan, as adopted as of the date of this Agreement.]

5. IMPLEMENTATION PROCEDURES.

A plan amendment agreed to by both the city and county must occur in order to annex, or allow any use or development, or acquire for open space any parcel within the

Plan Area where such annexation, use or development, or acquisition does not comply with the Plan. Where the County seeks to acquire land for open space within the LPA after referral as provided in section 6(a), the City Council may, by resolution, agree to such acquisition and may condition its consent, and substantial compliance with such conditions shall be required for such acquisition to proceed.

The Parties each agree to undertake all steps to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. The Parties agree that, in adopting such procedures, plans, policies, ordinances or regulations, each will give the other Party sufficient advance notice of such action as will enable such Party, if it so desires, to comment upon the planned actions of that Party.

6. REFERRALS

(a) Any application for annexation or development on any parcel outside the LPA, and/or any proposal for acquisition of open space within the LPA, shall be referred in writing to the other Party, and no action shall be taken thereon by the referring Party until the receiving Party has had the opportunity to respond concerning the proposal's conformity to this Plan and any other land use concerns, provided those comments are made within existing state and local regulations regarding the processing of the application. All such responses shall be sent within 30 days of the date of receipt of the referral by the receiving Party.

(b) The City shall refer in writing to the County, any application for annexation and/or development, for an amendment to the Longmont Comprehensive Plan, for any parcel within the LPA and outside of the Municipal Service Area, unless otherwise determined through this Agreement.

(c) The County shall refer in writing to the City, any application for discretionary development and/or amendment to the Boulder County Comprehensive Plan for any parcel within the St. Vrain Valley Planning Area, Longmont Planning Area, or Municipal Service Area unless otherwise determined through this Agreement.

(d) Annexation applications of 10 or more acres within the LPA, and Longmont Area Comprehensive Plan amendments shall adhere to the following referral process unless otherwise determined through this Agreement:

(i) The staff of the referring party shall send the receiving party the pertinent information.

(ii) The staff of the receiving party shall have 30 days from the date of receipt of the referral to respond in writing to the referring party, unless otherwise required by state statute. The receiving party will call the referring party for clarification on questions and to give an idea of issues before sending formal comments. If the referring party does not receive a response within the 30 day period, the referring party may assume that the receiving party has no conflict with the proposal.

(e) Annexation applications of less than 10 acres within the LPA and County discretionary review processes other than PUD development, shall adhere to the following referral process unless otherwise determined through this Agreement:

- (i) The staff of the referring party shall mail the receiving party the pertinent information.
- (ii) The staff of the receiving party shall have 14 days from the date of receipt of the referral to respond in writing to the referring party, unless otherwise required by state statute. The receiving party will call the referring party for clarification on questions and to give an idea on issues before sending formal comments. If the referring party does not receive a response within the 14 day period, the referring party may assume that the receiving party has no conflict with the proposal.
- (f) Every six months, each party shall provide the other party with a written notice of the status of each referral, including but not limited to, the status of the proposal within the approval process and, if applicable, the final density approved for a proposal.

7. AMENDMENTS.

This Plan contains the entire agreement between the Parties. Any proposed amendment of the Plan affecting the jurisdiction over lands or the development regulation of lands must be referred to the other Party by the Regulatory Party. The "Regulatory Party" is hereby defined as the Party having final land use or annexation approval jurisdiction, as the context requires. Amendment of the Plan shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law. The Regulatory Party shall not approve nor permit any development or change of use of any parcel in the Plan by any means in a manner inconsistent with this Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan.

8. NON-SEVERABILITY.

If any portion of this Plan is held by a court in a final, non-appealable decision to be per se invalid or unenforceable as to any Party, the entire Agreement and the Plan shall be terminated, it being the understanding and intent of the Parties that every portion of the Agreement and Plan is essential to and not severable from the remainder.

9. BENEFICIARIES.

The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of the Plan, and no other person or entity is so intended.

10. ENFORCEMENT.

Any one or more of the Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

11. DEFENSE OF CLAIMS/INDEMNIFICATION.

If any person allegedly aggrieved by any provision of the Plan and who is not a Party to the Plan should sue any Party concerning such Plan provision, Boulder County shall, and any other Party may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the Party providing such defense.

In the event that any person not a Party to the Plan should obtain a final money judgment against any Party who is the Regulatory Party for the diminution in value of any regulated parcel resulting from regulations in the Plan or regulations adopted by such Party implementing the Plan, Boulder County shall, to the extent permitted by law, indemnify such Party for the amount of said judgment.

12. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Boulder.

13. TERM AND EFFECTIVE DATE.

This Agreement shall become effective when signed by authorized representatives of the governing bodies of each of the Parties. Except as provided herein, this Agreement shall remain in effect for a period of twenty (20) years, unless terminated prior thereto by agreement of all the Parties or pursuant to the terms of section 7 above.

At any time until ninety days prior to the tenth anniversary of the effective date of the Agreement, either Party may give written notice to the other Party by first class certified mail that it intends to terminate the Agreement effective on that anniversary and may, accordingly, terminate the Agreement .

Each Party shall, at least 90 days before the then current expiration date, hold a duly noticed public hearing to determine whether the term of this Agreement shall be extended an additional five (5) years from the expiration date then in effect. Notices of the hearing and subsequent action of the Party shall be sent to the other Party.

14. PARTY REPRESENTATIVES.

Referrals made under the terms of this Agreement shall be sent to the Parties' and Parties' representatives as follows:

ENTITY: REPRESENTATIVE:

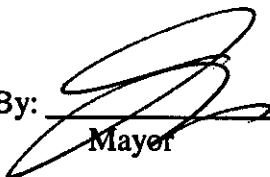
County of Boulder
Director, Land Use Department
P.O. Box 471
Boulder, CO 80306

City of Longmont
Director of Community Development
Civic Center Complex
350 Kimbark Street
Longmont, CO 80501


Name and address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

THIS AGREEMENT made and entered into to be effective on the date as set forth above.

CITY OF LONGMONT

By: 
Mayer

ATTEST:


City Clerk



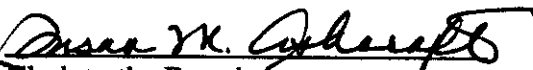
APPROVED AS TO FORM:


Deputy City Attorney

COUNTY OF BOULDER
BY: BOARD OF COUNTY COMMISSIONERS

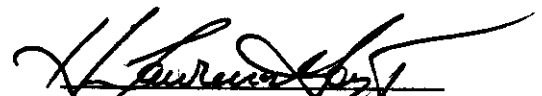

Paul D. Danish, Chair

ATTEST:

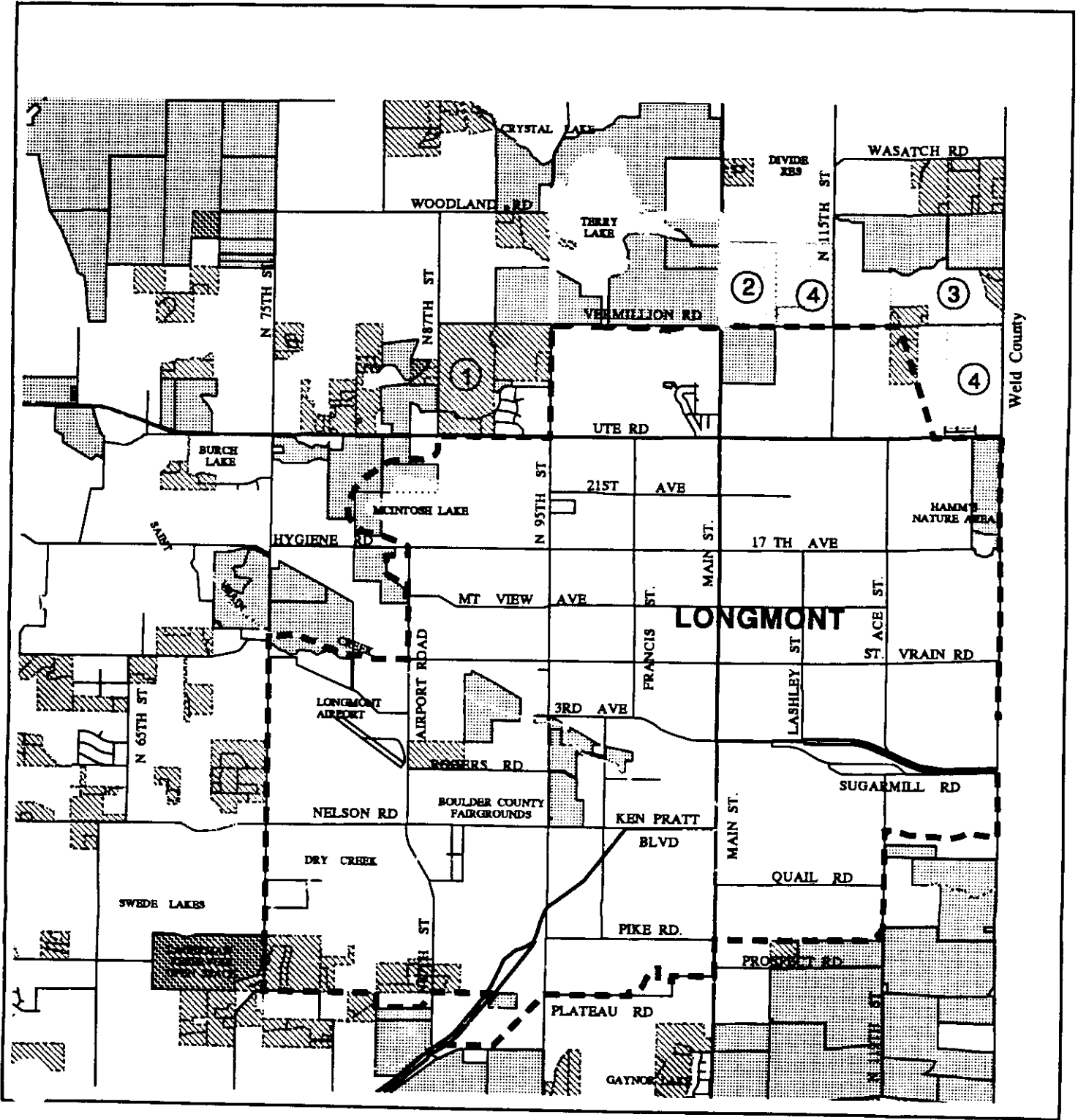

Clerk to the Board



APPROVED AS TO FORM:


County Attorney

LONGMONT AREA INTERGOVERNMENTAL AGREEMENT EXHIBIT A



- Longmont Planning Area Boundary
- Open Space
- NUPUD
- 1) Soon to be recorded Dirks Dairy Sub. with 200ac +/- conservation easement
- Other Fully Developed Areas

- 2) 35 acre country estate sub. with covenants about further division, setback from highway, etc.
- 3) 35 acre country estate subdivision
- 4) Numerous smaller acreages with single family homes

Note: Boulder County is negotiating for additional properties in this vicinity outside the Longmont Planning Area.