INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER AND THE COUNTY OF DOUGLAS
TO ESTABLISH A MUTUALLY BINDING AND ENFORCEABLE
COMPREHENSIVE DEVELOPMENT PLAN

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 31st day of October, 2002, by and between the Board of County Commissioners of the County of Douglas, a body politic organized under and existing by virtue of the laws of the State of Colorado (the "County") and the Town of Parker, Colorado, a Colorado home rule municipal corporation (the "Town").

RECITALS

WHEREAS, the continued growth in the County and the Town suggests that formal coordination between the County and the Town can result in better public planning and growth management;

WHEREAS, the County and the Town jointly entered into a Memorandum of Understanding on the 6th day of November 2000, a copy of which is attached hereto as Exhibit 1 and incorporated by this reference (the "MOU");

WHEREAS, the MOU established the mutual desire of the County and the Town to establish a joint planning area that would be subject to a comprehensive development plan as a means to plan for and regulate land use;

WHEREAS, the Local Governmental Land Use Control Enabling Act (C.R.S. § 29-20-101, et seq.) makes explicit the authority of local governments to jointly plan and regulate land use;

WHEREAS, the Town and the County, after notice and hearing, jointly adopted a comprehensive development plan for areas within their jurisdictions, which are described in the plan;

WHEREAS, the Town and the County desire to enter into an intergovernmental agreement to establish that the jointly adopted comprehensive development plan is a mutually binding and enforceable comprehensive development plan for areas within their jurisdictions, which are described in the plan, according to the terms and conditions of such agreement;

WHEREAS, the County, as a statutory county is authorized to enter into this intergovernmental agreement pursuant to C.R.S. §§ 29-20-105;
WHEREAS, the Town, as a home rule municipality is authorized to enter into this intergovernmental agreement pursuant to Colo. Const. Art. XX, Colo. Const. Art. XIV, Section 18, as well as C.R.S. §§ 29-1-203 and the Local Government Land Use Control Act, Sections 29-20-101 through 107, C.R.S., as amended; and

WHEREAS, the County and the Town desire to enter into this intergovernmental agreement to make the comprehensive development plan mutually binding and enforceable.

AGREEMENT

NOW, THEREFORE, the County and the Town agree to enter into this Intergovernmental Agreement ("Agreement") to provide as follows:

1. **Comprehensive Development Plan.** The County and Town jointly adopt the Comprehensive Development Plan, which is attached hereto as Exhibit 2 and incorporated by this reference (the “Comprehensive Development Plan”). The County and the Town acknowledge that the Comprehensive Development Plan is mutually binding and enforceable for areas within their jurisdiction as described in the plan to the fullest extent allowed by C.R.S. § 29-20-105(1) and (2).

2. **Effective Date and Term.** This Agreement shall be effective after: (1) it has been executed by the County and the Town; and (2) the County has adopted conforming amendments to the Douglas County Zoning Resolution. Douglas County shall attempt to complete said amendment by January 31, 2003. This Agreement shall remain in full force and effect for the five-year period commencing on its effective date. Thereafter, this Agreement shall automatically remain in full force and effect for successive five-year terms through the year 2022, unless sooner terminated. This Agreement may be terminated at the end of a five-year term by a party giving written notice to the other party at least 180 days prior to the expiration of the five-year term. This Agreement may also be terminated at any time by mutual agreement of the parties. The term of the Comprehensive Development Plan shall run concurrently with the term of this Agreement.

3. **Remedies.** The parties hereto agree and acknowledge that each party may exercise all rights and remedies in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available including, but not limited to, those remedies described in Section 29-20-105(2)(g), C.R.S.

4. **General Provisions.**

   A. **Notices.** All notices, demands, requests or other communications required under this Agreement shall be in writing and shall be hand delivered to the individual or to a member of the firm or to an officer of the corporation from whom it is intended, or sent by registered or certified mail, return receipt requested, postage prepaid, to the
following addresses or to such other addresses as any party may from time to time designate by notice given pursuant to this paragraph.

**County of Douglas:**

Doug DeBord, County Administrator  
Douglas County  
100 Third Street  
Castle Rock, Colorado 80104  
Facsimile: 303-688-1293

With a copy to:

J. Mark Hannen, County Attorney  
Douglas County  
100 Third Street  
Castle Rock, Colorado 80104  
Facsimile: 303-688-6596

Peter Italiano, Director Community Development  
Douglas County  
100 Third Street  
Castle Rock, Colorado 80104  
Facsimile: 303-660-9550

**Town of Parker:**

Aden Hogan, Town Administrator  
Town of Parker  
20120 E. Mainstreet  
Parker, Colorado 80138  
Facsimile: 303-840-9792

With a copy to:

James. S. Maloney, Esq.  
Town of Parker  
20120 E. Mainstreet  
Parker, Colorado 80138  
Facsimile: 303-840-9792

Garner Stoll, Planning Director  
Town of Parker  
20120 E. Mainstreet  
Parker, Colorado 80138  
Facsimile: 303-841-3223
In the event facsimile transmission or other electronic means of notice is provided, the notice shall be deemed to be delivered upon its transmission and receipt of confirmation of its receipt at the business location of the receiving party, provided the notice is also immediately sent by mail as provided above.

B. **No Vested Rights.** This Agreement shall not grant any status or right to any third party, specifically any owner of any property, to make any claim as a third party beneficiary, or for deprivation of any right, violation of any vesting or rights, or inverse or other condemnation. This Agreement is for the benefit of the parties only to resolve issues between the parties.

C. **Interpretation of Agreement.** Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the parties agree with the rule of construction that “ambiguities shall be construed against the drafter” shall not apply.

D. **Choice of Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado.

E. **Invalidity of Terms.** If any term, claim, clause or provision of this Agreement shall be judged to be invalid, the validity and effect of any other term, claim, clause or provision shall not be affected; and such invalid term, claim, clause or provision shall be deemed from this Agreement in a manner to give effect to the remaining terms, claims, clauses or provisions.

F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one and the same Agreement.

G. **Authority.** Each of the undersigned represents as to itself that each has the authority to execute this Agreement.

H. **Forum Selection.** Any action brought to enforce the terms and provisions of this Agreement or alleging a breach hereof shall be brought only in the District Court in Douglas County, Colorado.

I. **Consents/Approvals.** Wherever this Agreement calls for the consent or approval of any party hereto, with respect to which consent or approval under this Agreement is not self-executing, in order to be effective, such consent or approval shall be in the form of a Resolution duly enacted by the Town Council and Board of County Commissioners.

J. **Recordation of Agreement.** The parties shall record this Agreement in the real estate records of Douglas County, Douglas County, Colorado.
K. **Entire Agreement.** This Agreement constitutes the entire understanding, contract, and agreement between the parties as to the subject matters herein set forth, and this Agreement only supersedes prior written or oral understandings, agreements, and commitments, formal or informal, relative thereto between all the parties hereto. No change, modification, alteration, or amendment to this Agreement shall be binding upon the parties except as specifically expressed in writing, making reference to this Agreement and signed by all of the parties hereto agreeing to be bound thereby.

**IN WITNESS WHEREOF,** this Intergovernmental Agreement is executed by the Town of Parker and the Board of County Commissioners of Douglas County as of the date first above written.

**TOWN OF PARKER, COLORADO**

**BY:**

[Signature]

Gary Lasater, Mayor

**APPROVED AS TO FORM:**

[Signature]

James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO**

**BY:**

[Signature]

Walter M. Maxwell

James R. Sullivan, Chairman

Board of County Commissioners

**ATTEST:**

[Signature]

Mary Niblack, Deputy Clerk to the Board

**APPROVED AS TO FORM:**

[Signature]

J. Mark Hennen, County Attorney
EXHIBIT 1
MEMORANDUM OF UNDERSTANDING
MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF PARKER
AND
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
DOUGLAS REGARDING JOINT PLANNING AND GROWTH MANAGEMENT

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 6th day of November, 2000, by and between the Board of County Commissioners of the County of Douglas, a body politic organized under and existing by virtue of the laws of the State of Colorado (the “County”) and the Town of Parker, Colorado, a Colorado home rule municipal corporation (the “Town”).

RECITALS

A. The continued growth in the County and the Town suggests that formal coordination between the County and the Town can result in better public planning and growth management.

B. Under Title 29, Article 20, Colorado Revised Statutes, the General Assembly of the State of Colorado has found and declared that in order to provide for planned and orderly development within Colorado and a balancing of basic human needs of a changing population with legitimate environmental concerns, the policy of the State of Colorado is to clarify and provide broad authority to local governments, such as the County and the Town, to plan for and regulate the use of land within their respective jurisdictions.

C. Under Title 29, Article 20, Colorado Revised Statutes, the General Assembly of the State of Colorado has delegated certain powers to local governments, such as the County and the Town, which include the power to regulate the location of activities and developments that may result in significant changes in population density; the power to provide for phased development of services and facilities; the power of regulating the use of land on the basis of the impact thereof on the community or surrounding areas; and the power to otherwise plan for and regulate the use of land so as to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights.

D. Under Title 29, Article 20, Colorado Revised Statutes, the General Assembly of the State of Colorado has authorized and encouraged local governments, such as the County and the Town, to cooperate or contract with each other for the purpose of planning and regulating the development of land, including but not limited to joint adoption, after notice and hearing, of mutually binding and enforceable comprehensive development plans for areas within their jurisdictions (“Comprehensive Development Plan”).

E. Under Title 29, Article 20, Colorado Revised Statutes, the General Assembly has determined that a Comprehensive Development Plan may contain master plans, zoning plans, subdivision regulations and building code, permit and other land use standards, which, if set out in specific detail, may be in lieu of the regulations of the County and the Town for the land area that is subject to a Comprehensive Development Plan.
F. Under Title 29, Article 20, Colorado Revised Statutes, the General Assembly of the State of Colorado has authorized local governments such as the County and the Town to enter into intergovernmental agreements which provide that a Comprehensive Development Plan shall only be amended by the mutual agreement of the governing bodies of the local governments who are parties to the plan; that a Comprehensive Development Plan shall continue to control even though the land area subject to the plan is annexed; and that a local government that is a party to such an intergovernmental agreement adopting a comprehensive development plan, shall have standing in district court to enforce the terms of the agreement and the plan, including specific performance and injunctive relief.

G. The County and the Town desire to cooperate in exploring the most efficient and effective use of the powers described herein in order to provide for planned and orderly development of land areas that are located within the planning areas of both the County and the Town, including a Comprehensive Development Plan which would be subject to a mutually binding and enforceable intergovernmental agreement for these planning areas.

H. The County and the Town desire to enter into this Memorandum of Understanding to establish the procedure for developing a Comprehensive Development Plan and intergovernmental agreement as a mechanism to plan for and regulate the orderly use of the land areas that are located within the planning areas of both the County and the Town under the authority delegated to the County and the Town by the General Assembly of the State of Colorado, pursuant to Title 29, Article 20, Colorado Revised Statutes.

MEMORANDUM OF UNDERSTANDING

NOW THEREFORE, the Town and the County agree to enter into this Memorandum of Understanding to provide as follows:

1. Establishment of Joint Planning Area. The County and the Town desire to consider establishing a joint planning area that would be subject to a Comprehensive Development Plan (the "Joint Planning Area"). In establishing the Joint Planning Area, the County and the Town desire to consider the following mutual objectives as being of critical importance to the health, safety and welfare of the County's existing and future residents:

a. Geographic separation between the Town and the County's urban areas, to enhance the sense of place and identity of the Town and County urban areas.

b. Provision of quality urban services and facilities including utilities, transportation, education, recreation and public safety in the most cost effective and fiscally responsible manner possible.

c. Promotion of compact and contiguous development within Town and County urban areas to preserve agricultural, ranch lands and other rural uses in the County.
d. Protection of environmentally and visually sensitive areas where unique vegetation stands, scenic corridors, hazardous soil conditions, significant geologic formations and major land forms are prominent.

e. Protection of wildlife habitat by maintaining open space lands where significant habitat and wildlife migration areas are preserved.

2. Joint Planning Area Will Consist of Town Future Urban Area and County/Town Separation Area. The County and the Town desire to include the “Town Future Urban Area” and the “County/Town Separation Area” into the Joint Planning Area. The Town Future Urban Area would include the area that the Town desires to annex and zone over a term of years. The County/Town Separation Area is the geographic separation between the Town and County urban areas as determined by the Town and the County based upon the mutual objectives described in Paragraph 1 above.

3. Portion of Comprehensive Development Plan for the Town Future Urban Area. The Town and the County desire that the Town Future Urban Area be subject to a Comprehensive Development Plan. The Comprehensive Development Plan would not be amended except by approval of both the Town and the County. The approval process desired by the County and the Town to amend a Comprehensive Development Plan for the Town Future Urban Area may include the following:

a. The County Planning Department would encourage a property owner to submit a petition for annexation of the real property (the “Subject Property”) into the Town before processing a land use application that did not conform with the Comprehensive Development Plan.

b. If the Town were to annex the Subject Property, then the Subject Property could be developed in conformance with the Comprehensive Development Plan.

c. If the Town did not annex the Subject Property and the Town and the Property Owner did not enter into a “pre-annexation agreement,” the Property Owner would be required to submit an application to amend the Comprehensive Development Plan to both the County and the Town. Unless the application to amend the Comprehensive Development Plan were approved by the Town and the County, the Property Owner would only be allowed to develop the Subject Property in the manner provided for in the non-urban component of the Comprehensive Development Plan.

d. In the event that the Town did not annex the Subject Property and the Town and the Property Owner entered into a “pre-annexation agreement,” then the Property Owner could develop the Subject Property according to the urban component of the Comprehensive Development Plan.

4. Portion of Comprehensive Development Plan for the County/Town Separation Area. The Town and the County desire a Separation Area to be located around the Town Future Urban Area. The County desires that the Town not annex any real property located within the County/Town Separation Area for a term of years unless approved by the County. The County and Town desire that the County/Town Separation Area be subject to the Comprehensive Development Plan.
Development Plan. The approval process to amend a Comprehensive Development Plan for the County/Town Separation Area may include the following:

a. Any development within the County/Town Separation Area that is consistent with the Comprehensive Development Plan would not require any approval of the Town.

b. Any development within the County/Town Separation Area that is not consistent with the Comprehensive Development Plan would require an application to amend the Comprehensive Development Plan, which application would be subject to approval by both the Town and the County. In the event that a Property Owner did not receive both County and Town approval to amend the Comprehensive Development Plan, the Property Owner would only be able to develop the Subject Property in the manner provided for in the Comprehensive Development Plan.

5. Development of Comprehensive Development Plan. The County and the Town agree to cooperate in preparing a Comprehensive Development Plan, subject to joint adoption by the governing bodies of the County and the Town, after notice and hearing, for the Joint Planning Area in the manner provided by Title 29, Article 20, Colorado Revised Statutes. The Comprehensive Development Plan may contain those elements which are permitted under C.R.S. §29-20-105(2)(b), as amended.

6. Intergovernmental Agreement for Comprehensive Development Plan. The County and the Town agree to cooperate in the preparation of an intergovernmental agreement to establish a Comprehensive Development Plan, which agreement may include, but not be limited to, those elements described in C.R.S § 29-20-105.

7. Future Annexation of Enclaves. The Town agrees to use its best efforts to annex the enclaves adjacent to and surrounded by the Town, that are currently serviced by the County, into the Town based on the terms and conditions determined by the Town in the exercise of its sole discretion, as the County and the Town agree that the annexation of the enclaves serves the public health, safety and welfare in the efficient provision of services to such enclaves.

8. Legal Effect of Memorandum of Understanding. This Memorandum of Understanding is an expression of intent by the County and the Town to cooperate to establish a mechanism through Title 29, Article 20 of the Colorado Revised Statutes to provide for planned and orderly use of land to the extent provided in this Memorandum of Understanding. By entering into this Memorandum of Understanding, the County and the Town do not assume any legal obligation to enter into an intergovernmental agreement or to adopt a Comprehensive Development Plan as described herein.
IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the Town of Parker and the Board of County Commissioners of Douglas County as of the date first above written.

TOWN OF PARKER, COLORADO

BY:  
Gary Lasater, Mayor

ATTEST
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:
James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY:  
Walter M. Maxwell, Chairman
Board of County of Commissioners

ATTEST
Rhonda R. Gentry, Deputy Clerk to the Board

APPROVED AS TO FORM:
J. Mark Hammen, County Attorney
EXHIBIT 2
COMPREHENSIVE DEVELOPMENT PLAN
COMPREHENSIVE DEVELOPMENT PLAN

THIS COMPREHENSIVE DEVELOPMENT PLAN (the “Plan”) is made and entered into this 31st day of October 2002, by and between the Board of County Commissioners of the County of Douglas, a body politic organized under and existing by virtue of the laws of the State of Colorado (the “County”) and the Town of Parker, Colorado, a Colorado home rule municipal corporation (the “Town”).

RECITALS

WHEREAS, the continued growth in the County and the Town suggests that formal coordination between the County and the Town can result in better public planning and growth management;

WHEREAS, the Local Governmental Land Use Control Enabling Act (the “Act”) (C.R.S. §§ 29-20-101 et seq.) makes explicit the authority of local governments to jointly plan and regulate land use;

WHEREAS, the Act states that “local governments may provide through intergovernmental agreements for the joint adoption by the governing bodies, after notice and hearing, of mutually binding and enforceable comprehensive development plans for areas within their jurisdiction”;

WHEREAS, the County and the Town desire to enter into a mutually binding comprehensive development plan as a means to plan for and regulate land use within a joint planning area, as identified in such plan.

PLAN

NOW, THEREFORE, the County and the Town jointly approve and adopt this Comprehensive Development Plan (“Plan”) to provide as follows:

1.0 Planning Area Definitions

1.1 Town Urban Service Area. Represents the boundary of the Town’s potential future annexation area to the year 2022. The level to which this area may or may not be developed shall depend on a number of factors, including, but not limited to, natural features, utility services, and compliance with applicable Town regulations and master plans. This boundary represents the Town’s potential annexation perimeter and will include areas dedicated for open space as well as urban level development. The Town Urban Service Area is depicted on the attached map (Attachment A).
1.2 Community Separation Buffer. Represents a buffer around the Town’s Urban Service Area that provides a transitional “edge” between the Town and other incorporated and unincorporated communities. While this area is not needed to accommodate the Town’s growth to the year 2022, land use and development changes within this area will have a direct impact on the Town. The Community Separation Buffer is depicted on the attached map (Attachment A).

1.3 Permitted Uses. The Comprehensive Development Plan shall supersede the County Zoning Resolution for the real property contained within the Community Separation Buffer Area and the Town Urban Service Area to the extent provided in the Plan. The only uses permitted by right within the Community Separation Buffer Area and the Town Urban Service Area are those permitted uses described in Attachment B (the “Permitted Uses and Special Uses Matrix”) and depicted in Attachment C (“Zoning Map”). The Permitted Uses shall not be changed, modified or expanded within the Community Separation Buffer Area during the term of this Plan, except (i) pursuant to paragraph 4.1, or (ii) as provided in paragraph 6.0 of the Plan. The Permitted Uses shall not be changed, modified or expanded within the Town Urban Service Area, except (i) pursuant to paragraph 3.1.1 of the Plan; (ii) pursuant to a pre-annexation agreement with the Town pursuant to paragraph 3.1.2 of the Plan; or (iii) pursuant to paragraph 6.0 of the Plan.

1.4 Special Uses. The only Special Uses allowed within the Community Separation Buffer Area and the Town Urban Service Area are those special uses described in Attachment B (“Permitted Uses and Special Uses Matrix”) that are determined to meet, after notice and hearing, the requirements contained in Attachment D. The Special Uses shall not be changed, modified or expanded within the Community Separation Buffer Area during the term of this Plan, except (i) pursuant to paragraph 4.1, or (ii) as provided in paragraph 6.0 of the Plan. The Special Uses shall not be changed, modified or expanded within the Town Urban Service Area, except (i) upon the annexation of real property located within the Town Urban Service Area, pursuant to paragraph 3.1.1 of the Plan; (ii) pursuant to a pre-annexation agreement with the Town pursuant to paragraph 3.1.2 of the Plan; or (iii) pursuant to paragraph 6.0 of the Plan.

2.0 Petitions for Annexation within the Town’s Urban Service Area

2.1 Commitment by Town to Actively Pursue Annexation of Enclaves and Roads. The Town will commit to actively pursue annexation of all enclaves. Enclaves are those unincorporated areas of land entirely contained within the outer boundaries of the Town. The businesses and land owners that are located on unincorporated enclaves identify with the Town of Parker, are a part of the community fabric of the Town, and contribute to the Town’s revenue. Annexation of these enclaves will benefit the land and business owners, the Town, as well as the County by consolidating the service area of the Town and County, bringing these properties under Town services.
2.2 Standards for Review of Annexation Petitions. The Town, when reviewing proposed annexations within the Town’s Urban Service Area, shall apply the following Standards for Review.

2.2.1 The property under consideration for annexation is within the Town’s Urban Service Area.

2.2.2 The annexation complies with the Town’s Land Development Code and applicable design standards.

2.2.3 The annexation request is consistent with the Town’s adopted plans including, but not limited to, the Master Plan, Parks and Open Space Master Plan and Open Space Master Plan, as amended.

2.2.4 The site plan provides for the preservation of significant stands of vegetation; unique or distinctive topographic features including buttes and rock outcroppings; drainage riparian and wetland areas; significant wildlife habitats including breeding grounds, nesting areas, migration routes and wintering areas; scenic views; identified aquifer recharge areas and important historical or archaeological sites.

2.2.5 The site plan incorporates elements that provide for logical connections to local trails in order to link neighborhoods and connections to regional trails and nearby destinations.

2.2.6 The land can be used safely for the intended purpose without danger to the public health, safety or welfare or peril from fire, flood, geologic hazards or other natural hazards.

2.2.7 The petition for annexation is in conformance with a fully executed preannexation agreement with the Town, if applicable.

2.2.8 The area sought to be annexed meets the requirements of the Municipal Annexation Act of 1965, as amended.

2.2.9 The petition for annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado.

2.2.10 That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
2.2.11 Petitioners understand that the Town does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker, Cottonwood, Stonegate, or Compark Water and Sanitation District.

2.2.12 The petitioners agree that no vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by petitioners from any government entity. Petitioners waive any vested land use rights attached to any or all of the property to be annexed.

2.2.13 The petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The petitioners further acknowledge that the property, the owners thereof, and the uses thereon are also bound by any voter authorization under Article X, §20 of the Colorado Constitution adopted prior to annexation of the property. The petitioners waive any claims they may have under Article X, §20 of the Colorado Constitution related to such taxes and fees.

3.0 Land Use Applications Submitted to the County for Unincorporated Lands within the Town Urban Service Area

3.1 Applications for Urban Level Development Other Than Region 2. Applications submitted to the County for rezoning to business, commercial, industrial, or residential development at a density greater than 1 dwelling unit/2.5 acres will be directed to the Town for annexation.

3.1.1 If there is contiguity, the Town shall process a petition for annexation. The Town Council shall apply the Standards for Review, as outlined above in paragraph 2.2 of the Plan, when considering a petition for annexation. Final decision authority for said petitions shall be with the Town Council following a public hearing, in the manner provided by the Plan.

3.1.2 If contiguity cannot be established, or if the Town adopts an ordinance establishing growth limitations, a pre-annexation agreement shall be executed between the property owner and the Town prior to the County processing the application.

3.1.2.1 If a pre-annexation agreement is executed, the County shall process the application.

3.1.2.1.1 The Town Planning staff shall be available for a pre-application conference(s) with the County and applicant.
3.1.2.1.2 The County shall forward the application to the Town for review and comment. The Town shall provide a referral response with comments based upon the Town’s Land Development Code and applicable design standards.

3.1.2.1.3 The County shall actively consider the Town’s comments in its review of the application.

3.1.2.1.3.1 If conformance with both the County and Town’s regulations cannot be achieved, the staff of both the County and the Town shall meet to resolve the issues and attempt to provide a joint recommendation on the application. If resolution is not achieved, the County shall process the application in conformance with both the County and Town’s regulations to the extent feasible.

3.1.2.1.3.2 If additional interpretation is needed, the staff of both the County and the Town shall meet to resolve the issues and attempt to provide a joint recommendation on the application. If resolution is not achieved, the County shall process the application in conformance with the Town’s comments to the extent feasible.

3.1.2.1.3.3 Final decision authority for said applications shall be with the Board of County Commissioners following a public hearing, in the manner provided by the Plan and the County’s Zoning Resolution. Where the Plan and the County’s Zoning Resolution conflict, the provisions of the Plan shall prevail.

3.1.2.2 If a pre-annexation agreement is not executed, the property owner may:

3.1.2.2.1 Request that the County process an application for development in compliance with the Plan for Permitted Uses and Special Uses; or...
3.1.2.2 Request an amendment to the Plan in compliance with the provisions outlined in paragraph 6.0 of the Plan.

3.2 Applications for Development in Region 2. The County, as permitted by the County Zoning and Subdivision Resolutions, shall process all applications submitted to the County for urban-level development or for Permitted Uses and Special Uses as outlined in the Plan. As described herein, urban-level, Planned Development-zoned development is residential rezoning and subdivisions at a density greater than one (1) dwelling unit per two and one-half (2.5) acres; and all non-residential rezoning, subdivisions and site improvement plans.

3.2.1 The County shall submit a notice to the Town through the standard referral process. The Town shall provide a referral response with comments based upon the Town’s Land Development Code and applicable design standards.

3.2.2 The County shall encourage the property owner to annex into the Town.

3.3 Applications for Development in Compliance with the Comprehensive Development Plan. The County, as permitted by the County Zoning and Subdivision Resolutions, shall process applications submitted to the County for development in compliance with the Plan, for Permitted Uses and Special Uses. Prior to processing the application, the County shall encourage the property owner to annex into the Town.

3.3.1 The County shall submit a notice to the Town through the standard referral process. The Town’s referral comments will be based on the provisions of this Plan.

4.0 Land Use Applications Submitted to the County within the Community Separation Buffer

4.1 Regions. The County agrees to process all land use applications within the Community Separation Buffer in compliance with the Permitted Uses, Special Uses and as described below provided that the Permitted Uses and Special Uses may be modified and supplemented in Region E through the approval by the County of a Planned Development as described below in items 4.1.5 and 4.2.

4.1.1 Region A: As defined by the Douglas County Comprehensive Master Plan, this region permits rural development that is of a low-intensity nature and may continue to build out in the established land pattern. Semi-rural development may be considered when available water supply and provision of schools, recreation, employment, and shopping are provided.
4.1.2 **Region B**: Residential development in this region may continue to build out in the established land pattern. Redevelopment of this region may be supported when appropriate urban level services are provided. Redevelopment shall be defined as a density greater than one (1) dwelling unit per acre and/or commercial in nature. Redevelopment may be considered when all of the following principles/requirements are met:

4.1.2.1 Site development shall be sensitive to the physical patterns of land and water that occur naturally on the site.

4.1.2.2 Development shall be clustered to preserve the floodplain and natural features of Happy Canyon Gulch.

4.1.2.3 Lincoln Avenue provides a sense of transition into the Town and acts as a “gateway” into the community. Development along this thoroughfare shall respect and incorporate design elements that enhance the concept of community gateway.

4.1.2.4 Site design will provide for vehicular and pedestrian connectivity to all adjacent communities, to the extent feasible.

4.1.2.5 Sufficient open space, parks and trails shall be provided to meet the needs of the development.

4.1.3 **Region C**: As defined by the Douglas County Comprehensive Master Plan, this region permits rural development that is of a low-intensity nature (1 dwelling unit/35 acres). If a rural site plan is submitted in accordance with the County Zoning Resolution, the density may be increased not exceeding 1 dwelling unit/17.5 acres as an incentive to preserve open space and protect wildlife habitat. Semi-rural development in this region is not supported.

4.1.4 **Region D**: This region permits uses associated with open space, passive and non-motorized recreation, agricultural and Parker Water and Sanitation uses. Such passive uses may include, but are not limited to, hiking, biking, equestrian activities, outdoor conservation activities and fishing. The County shall have the final determination for allowed activities.

4.1.5 **Region E**: This region permits urban level, Planned Development-zoned development as identified and defined in the Douglas County Comprehensive Master Plan and defined in the Douglas County Zoning Resolution. Through the County’s approval of a rezoning to Planned Development, the Permitted Uses and Special Uses may be modified and supplemented with additional uses that are consistent with urban level development. Development in this region shall comply with all of the
following principles/requirements:

4.1.5.1 Site development shall be sensitive to the physical patterns of land and water that occur naturally on the site.

4.1.5.2 Development should consider clustering to preserve areas of natural open space between developments and to promote separation of developments.

4.1.5.3 Development shall implement site planning techniques to minimize visual impacts of development in highly scenic, topographically diverse terrain.

4.1.5.4 Lincoln Avenue provides a sense of transition into the Town and acts as a “gateway” into the community. Development along this thoroughfare shall respect and incorporate design elements that enhance the concept of community gateway.

4.1.5.5 Site development along the proposed extension of Chambers Road will be adequately setback to establish a greenbelt/trail system, effectively acting as a community separation buffer between the development and this vehicular thoroughfare.

4.1.5.6 Site design will provide for vehicular and pedestrian connectivity to all adjacent communities, to the extent feasible.

4.1.5.7 Site design will preserve sufficient open space to meet the needs of the development and provide community separation and should consider: environmental areas; riparian features; 100-year floodplain; significant natural land forms; significant natural vegetation areas; important wildlife habitat areas; geologic hazard areas; severe soil erosion areas; and cultural, historic and archaeological areas.

4.2 Review Process.

4.2.1 The County shall submit a notice to the Town through the standard referral process for land use applications in Regions A, B (when redevelopment is not proposed), C and D.

4.2.2 The County and the Town shall jointly review any redevelopment application submitted for Region B. Such review shall include jointly held meeting(s) at the staff level in order to develop comments on an application.
4.2.3 Subject to 4.2.5 below, the County and the Town shall jointly review all urban level Planned Development rezoning applications submitted for Region E. Such review shall consist of jointly held meeting(s) at the staff level in order to develop comments on an application.

4.2.4 The Town’s referral comments will focus on compliance with the provisions of this Plan, as outlined in paragraph 4.1 of the Plan.

4.2.5 The County shall hold public hearings to the extent provided in the County’s zoning and subdivision resolutions, and make its final decision in accordance with the Plan and said resolutions.

5.0 Land Use Applications Submitted to the Town within the Town Urban Service Area.

5.1 Region 1: Site development shall comply with the following principles/requirements or with the Plan for Permitted Uses and Special Uses:

5.1.1 Provide for a regional open space corridor that is continuous and sufficient in size to effectively act as a buffer between the Town’s Urban Service Area and the Community Separation Buffer. The corridor shall feature naturally undisturbed, passive open space to provide regional access and trail connections as well as a wildlife corridor through this area.

5.1.2 Preserve significant natural features, critical stands of vegetation, riparian corridors/primary gulches, natural hazard areas, steep slopes, critical wildlife habitat, and sites of historic, cultural, or archaeological significance.

5.1.3 Development shall implement site planning techniques to minimize visual impacts of development in highly scenic, topographically diverse terrain.

5.1.4 Protect the rural roadside character of Crowfoot Valley Road by establishing an open space buffer zone along this corridor.

5.1.5 Include a pedestrian circulation system designed to assure that pedestrians can walk safely and easily on the site, and between properties and activity areas/open space/activity centers/special features. Pedestrian circulation systems shall also be linked with regional connections to open space and trails.

5.1.6 Provide sufficient passive open space corridors that are contiguous and integrated into local and regional greenway/trail systems.
5.1.7 Development shall be clustered to preserve and protect significant open space in its natural state.

5.1.8 Provide appropriately sized and located activity centers that offer a wide range of goods and services to the immediate market area, neighborhood and community.

5.1.9 Vehicular circulation systems shall be designed with consideration to the topographic conditions of the land and provide for logical connections to public rights-of-way.

5.1.10 Provide active recreational areas including, but not limited to, open space, parks and trails in suitable locations that meet the needs of the development and offer convenient access by residents.

5.1.11 Proposed golf courses shall, at a minimum, be designed to include provisions to promote water conservation and wildlife habitat as provided by the Center for Resource Management’s published “Environmental Principles for Golf Courses in the United States” and National Audubon Society’s model for “green” golf course standards.

5.1.12 Development on the south side of Crowfoot Valley Road shall apply the Transit Oriented Design principles to site development, providing sufficient open space opportunities from the remaining portions located east of the ridge bisecting the site from north to south.

5.2 Development Adjacent to the Community Separation Buffer. When the Town evaluates applications for development adjacent to the Community Separation Buffer, consideration will be given to contributing to and expanding the buffer area along the fringe of the Urban Service Area.

5.3 Review Process.

5.3.1 The Town shall submit a notice to the County through the standard referral process for all land use applications, except for applications submitted for Region 1.

5.3.2 Land use applications submitted for Region 1 shall be jointly reviewed by the Town and County. Such review shall include jointly held meeting(s) at the staff level in order to develop comments on an application.

5.3.3 The County’s referral comments will be based on the provisions of this Plan, as outlined in paragraph 5.1 of the Plan.
5.3.4 The Town shall hold public hearings to the extent provided in the Town’s zoning and subdivision regulations, and shall make its final decision in accordance with the Plan and said regulations.

6.0 Amendments to the Comprehensive Development Plan

6.1 The Town or the County may request an amendment to the Plan.

6.2 A property owner may request an amendment to the Plan when:

   6.2.1 a petition for annexation of unincorporated land within the Urban Service Area is denied by the Town; or

   6.2.2 a pre-annexation agreement for unincorporated land within the Urban Service Area cannot be reached with the Town.

6.3 Process for Amending the Plan

   6.3.1 Request for consideration must be submitted in writing to both the Town and the County.

   6.3.2 The amendment request will be heard by a jointly appointed Review Board.

       6.3.2.1 The Review Board will be representative of both the Town Council and Board of County Commissioners. Each respective body shall appoint two (2) members to sit on the Review Board.

       6.3.2.2 The recommendation of the Review Board shall be submitted to both the Town Council and Board of County Commissioners for final decision.

   6.3.3 The Town and County will each process the request through their respective adopted processes. An amendment to the Plan requires that both the Town and County approve the request.

7.0 Effective Date and Term

7.1 This Plan shall be effective after: (1) it has been executed by the County and the Town; and (2) the County has adopted conforming amendments to the Douglas County Zoning Resolution. Douglas County shall attempt to complete said amendment by January 31, 2003. This Plan shall remain in full force and effect for the five-year period commencing on its effective date. Thereafter, this Plan shall automatically remain in full force and effect for successive five-year terms through the year 2022, unless sooner terminated. This Plan may be terminated at the end of a five-year term by a party giving written notice to the other party at
IN WITNESS WHEREOF, this mutually binding Comprehensive Development Plan is approved and adopted by the Town of Parker and the Board of County Commissioners of Douglas County as of the date first above written.

TOWN OF PARKER, COLORADO

BY: Gary Lasater

Gary Lasater, Mayor

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

16/31/2002

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY: Walter M. Maxwell

James R. Sullivan, Chairman
Board of County Commissioners

APPROVED AS TO FORM:

J. Mark Hannen, County Attorney

Mary Niblack, Deputy Clerk to the Board

10/29/02
ATTACHMENT B
PERMITTED USES AND SPECIAL USES MATRIX
### Zone District Abbreviations

<table>
<thead>
<tr>
<th>Zone Type</th>
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P = Principal Use, A = Accessory Use, USR = Use by Special Review, blank space = Not Permitted
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ATTACHMENT C
ZONING MAP
ATTACHMENT D
APPROVAL STANDARDS FOR SPECIAL USES

A Special Use shall be approved only if the Board of County Commissioners finds that the proposed special use:

- Complies with the minimum zoning requirements of the zoning district in which the special use is to be located, as set forth in the Douglas County Zoning Resolution in effect as of the date of this Plan;

- Complies with the requirements of Section 21, Use By Special Review, as set forth in the Douglas County Zoning Resolution in effect as of the date of this Plan;

- Complies with the Douglas County Subdivision Resolution, in effect as of the date of this Plan;

- Will be in harmony and compatible with the character of the surrounding areas and neighborhood;

- Will be consistent with the Douglas County Comprehensive Master Plan;

- Will not result in an over-intensive use of land;

- Will not have a material adverse effect on community capital improvement programs;

- Will not require a level of community facilities and services greater than that which is available;

- Will not cause significant air, water, or noise pollution;

- Will be adequately landscaped, buffered, and screened;

- Will have a sufficient water supply in terms of quantity, dependability and quality as determined in conformance with the standards set forth in Water Supply – Overlay District, as set forth in the Douglas County Zoning Resolution in effect as of the date of this Plan; and

- Will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of Douglas County.
June 5, 2003

The attached documents are related to Recordation #2002127889, the “Intergovernmental Agreement Between the Town of Parker and the County of Douglas.”

Attachments
1. Memo of Apr 8, 2003 re: IGA/Comprehensive Development Plan
2. Memo of May 29, 2003 re: Revised agreement memo
May 29, 2003

Garner Stoll
Planning Director
Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Dear Garner:

Attached please find a slightly revised version of the “agreement memo” I previously received from Susan Pacek. The County didn’t feel we should offer an opinion on the effect of the law specific to the Home Rule status of the Town. Hopefully, you’ll find this revision acceptable. If so, please sign both copies and return one to me.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

[Signature]

Peter A. Italiano
Director, Community Development

Attachment
The Town of Parker and Douglas County jointly agree that certain types of licensed Group Homes are regulated by the State of Colorado under C.R.S. 30-28-115. Additionally, both parties agree that such operation is permitted as a use by right on unincorporated lands within Douglas County.

Consequently, both parties agree that Group Homes, as outlined in Attachment B of the Comprehensive Development Plan, would benefit from clarification that in fact this is a permitted land use under State law.

This document serves as written acknowledgement of our mutual agreement of the intent of Group Homes as permitted land use under Colorado Revised Statutes. For purposes of the public record and the file, this document is approved by authorized signatories of both the Town and the County.

Agreed to by:

Garner Stoll  
Town of Parker  
Planning Director  
Date: 6/2/03

Peter Italiano  
Douglas County  
Director of Community Development  
Date: 5/30/03

RECEIVED  
JUN 05 2003  
Douglas County Planning
April 8, 2003

Mr. Garner Stoll
Parker Planning Director
20120 E. Mainstreet
Parker, CO 80134

RE: IGA/Comprehensive Development Plan

Dear Garner:

The letter I received, via FAX, dated February 11, 2003, from your office is unacceptable. As we discussed and as stated in my letter dated January 27, 2003, the County seeks to remove ambiguity currently inherent in the approved Comprehensive Development Plan verbiage. While the revised text that is attached to your letter is acceptable, the approach embodied in the letter is not.

It is our desire to make certain that, prior to any implementation of IGA/Comprehensive Development Plan, both the Town and County are clear and in complete agreement as the meaning of paragraphs 1.3, 1.4, 3.2, 4.1, 4.1.1, 4.1.5, and 4.2.3. The concept of waiting for a potential future amendment to occur prior to a written agreement on the issue of clarification seems contrary to the very effort for clarification.

The County’s Zoning Administrator is preparing an amendment to our Zoning Resolution necessary to implement the IGA. Our target for a public hearing is April 23, 2003.

We remain excited about implementing the IGA as an important milestone in our collective efforts to jointly plan along our common borders. Nevertheless, I do not feel it would be prudent to proceed without the added clarity the Town’s concurrence with the attached will provide. As such, I am asking for a written acknowledgement of our mutual agreement, as noted on both attachments herewith.

Sincerely,

[Signature]

Peter A. Italiano
Community Development Director
The Town of Parker and Douglas County jointly agree that paragraphs 1.3, 1.4, 3.2, 4.1, 4.1.1, 4.1.5, and 4.2.3 of the Comprehensive Development Plan would benefit from clarification that reflects the intent of the Intergovernmental Agreement. The text, as attached hereto, provides this clarification.

This document serves as written acknowledgement of our mutual agreement of the intent (and as such, proposed modification) of these paragraphs. For purposes of the public record and the file, this letter is approved by authorized signatories of the both the Town and County.

Town of Parker  
4/9/03  
Date

Douglas County  
4/9/03  
Date

Attachment to Jointly  
Executed Letter Dated April 8, 2003
1.3 Permitted Uses. The Comprehensive Development Plan shall supersede the County Zoning Resolution for the real property contained within the Community Separation Buffer Area and the Town Urban Service Area to the extent provided in the Plan. The only uses permitted by right within the Community Separation Buffer Area and the Town Urban Service Area are those permitted uses described in Attachment B (the “Permitted Uses and Special Uses Matrix”) and depicted in Attachment C (“Zoning Map”). The Permitted Uses shall not be changed, modified or expanded within the Community Separation Buffer Area during the term of this Plan, except (i) pursuant to paragraph 4.1, or (ii) as provided in paragraph 6.0 of the Plan. The Permitted Uses shall not be changed, modified or expanded within the Town Urban Service Area, except (i) pursuant to paragraph 3.1.1 of the Plan; (ii) pursuant to a pre-annexation agreement with the Town pursuant to paragraph 3.1.2 of the Plan; or (iii) pursuant to paragraph 6.0 of the Plan.

1.4 Special Uses. The only Special Uses allowed within the Community Separation Buffer Area and the Town Urban Service Area are those special uses described in Attachment B (“Permitted Uses and Special Uses Matrix”) that are determined to meet, after notice and hearing, the requirements contained in Attachment D. The Special Uses shall not be changed, modified or expanded within the Community Separation Buffer Area during the term of this Plan, except (i) pursuant to paragraph 4.1, or (ii) as provided in paragraph 6.0 of the Plan. The Special Uses shall not be changed, modified or expanded within the Town Urban Service Area, except (i) upon the annexation of real property located within the Town Urban Service Area, pursuant to paragraph 3.1.1 of the Plan; (ii) pursuant to a pre-annexation agreement with the Town pursuant to paragraph 3.1.2 of the Plan; or (iii) pursuant to paragraph 6.0 of the Plan.

3.2 Applications for Development in Region 2. The County, as permitted by the County Zoning and Subdivision Resolutions, shall process all applications submitted to the County for urban-level, Planned Development-zoned development or for Permitted Uses and Special Uses as outlined in the Plan. As described herein, urban-level development is residential rezoning and subdivisions at a density greater than one (1) dwelling unit per two and one-half (2.5) acres; and all non-residential rezoning, subdivisions and site improvement plans.

4.1 Regions. The County agrees to process all land use applications within the Community Separation Buffer in compliance with the Permitted Uses, Special Uses and as described below provided that the Permitted Uses and the Special Uses may be modified and supplemented in Region E through the approval by the County of a Planned Development as described below in items 4.1.5 and 4.2.

4.1.1 Region A: As defined by the Douglas County Comprehensive Master Plan, this region permits rural development that is of a low-intensity nature and may continue to build out in the established land pattern. Semi-rural development may be considered when available water supply and greater provision of schools, recreation, employment, and shopping are provided.

4.1.5 Region E: This region permits urban level, Planned Development-zoned development as identified and defined in the Douglas County Comprehensive Master Plan and defined in the Douglas County Zoning Resolution. Through the County’s approval of a rezoning to Planned Development, the Permitted Uses and Special Uses may be modified and supplemented with additional uses that are consistent with urban level development. Development in this region shall comply with all of the following principles/requirements:

4.2.3 Subject to 4.2.5 below, the County and the Town shall jointly review any land-use-all urban level Planned Development rezoning applications submitted for Region E. Such review shall consist of jointly held meeting(s) at the staff level in order to develop comments on an application.

Attachment to Jointly
Executed Letter Dated April 8, 2003
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made this 3rd day of February, 2003, by and between the City of Lone Tree, Colorado ("Lone Tree") and the Town of Parker, Colorado ("Parker")

RECITALS

WHEREAS, Lone Tree and Parker entered into an Intergovernmental Agreement in June of 2000, recorded in Book 1866, Page 725 of the Douglas County Clerk and Recorder's Office (the "Buffer Agreement"), and

WHEREAS, Parker notified Lone Tree, pursuant to paragraph 3 of the Buffer Agreement, that Parker had received a petition for annexation of certain real property comprising approximately Three Hundred Nineteen (319) acres within the Buffer Area (the "Hess Annexation"), and

WHEREAS, Lone Tree, pursuant to paragraph 3 of the Buffer Agreement, objected to the Hess Annexation, unless Parker agreed to certain conditions, and

WHEREAS, Lone Tree desires to withdraw its objection to the Hess Annexation, pursuant to paragraph 3 of the Buffer Agreement, subject to the terms and conditions contained herein, and

WHEREAS, Lone Tree and Parker, as Home Rule Municipalities, are authorized to enter into this Intergovernmental Agreement, pursuant to Colo Const Art XX, as well as C.R.S §§ 29-20-101 through 107, as amended

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows

1. Lone Tree Consent. Lone Tree hereby withdraws all previous objections to the Hess Annexation that were provided to Parker, pursuant to paragraph 3 of the Buffer Agreement. Lone Tree further consents to the Hess Annexation within the Buffer Area, pursuant to paragraph 3 of the Buffer Agreement.

2. Hess Annexation. In consideration for Lone Tree's consent as described in paragraph 1 of this Agreement, Parker agrees that the Hess Annexation within the Buffer Area shall be subject to the requirements, as set forth in this paragraph 2. As further consideration for Lone Tree's consent, as described in paragraph 1 of this Agreement, Parker agrees to consent on a one-time basis to an annexation by Lone Tree within the Buffer Area of an area of land that
approximates Three Hundred Nineteen (319) acres, pursuant to the terms of either paragraph 3 or paragraph 4 of this Agreement

a The development density of the Hess Annexation within the Buffer Area shall be limited to 100 single-family homes,

b That the conservation easement, or other such instrument for the establishment of open space, to be created in favor of Parker, (i) include Lone Tree as a beneficiary, (ii) be structured in a manner that requires perpetual existence, and (iii) provides that the easement run with the land, and

c That any dedicated open space within the Buffer Area contain a reversion clause requiring a reversion to Lone Tree of any open land in the event of a proposed elimination or modification of such open space

3 Lone Tree Annexation of Undeveloped Property within Buffer Area The parties hereto acknowledge and agree that this paragraph 3 shall only apply in the event that Parker accomplishes the Hess Annexation into the Town of Parker, Lone Tree has not annexed any property within the Buffer Area, pursuant to paragraph 4 of this Agreement, and if the property proposed for annexation has not been developed or approved for development by Douglas County Parker, subject to the notification requirements of paragraph 3 of the Buffer Agreement, and a determination of compliance with the terms and conditions of this paragraph, agrees to consent, on a one-time basis, to a substantially similar annexation by Lone Tree within the Buffer Area, if

a The area annexed by Lone Tree within the Buffer Area approximates Three Hundred Nineteen (319) acres, and

b The development density in the annexed area within the Buffer Area be limited to 100 single-family homes, and

c That at least sixty percent (60%) of the area annexed by Lone Tree within the Buffer Area shall be maintained as open space by conservation easement, or other such instrument that runs with the land, to be created in favor of Lone Tree and Parker as beneficiaries, and structured in a manner that requires a perpetual existence. In the event that such open space is dedicated to Lone Tree, such dedication shall contain a reversion clause requiring a reversion to Parker of any open space land in the event of a proposed elimination or modification of such open space, and

d That a maximum of forty percent (40%) of the area annexed by Lone Tree within the Buffer Area can be used for residential development as provided herein, and

e That residential development within the area annexed by Lone Tree within the Buffer Area be clustered on the western side of the Buffer Area and that the open space be located on the eastern side of the Buffer Area.
4 Lone Tree Annexation of Developed Property within Buffer Area. The parties hereto acknowledge and agree that this paragraph 4 shall only apply in the event that Parker accomplishes the Hess Annexation into the Town of Parker and Lone Tree has not annexed any property within the Buffer Area, pursuant to paragraph 3 of this Agreement. Parker, subject to the notification requirements of paragraph 3 of the Buffer Agreement, and a determination of compliance with the terms and conditions of this paragraph, agrees to consent, on a one-time basis, to an annexation by Lone Tree within the Buffer Area, if the area to be proposed to be annexed by Lone Tree within the Buffer Area has been developed or approved for development by Douglas County and is similar in size to the Hess Annexation.

5 Overlapping Planning Areas. The parties hereby recognize that the Comprehensive Development Plan Planning Area outlined in the Intergovernmental Agreement between the Town of Parker and the County of Douglas to Establish a Mutually Binding and Enforceable Comprehensive Development Plan, dated the 21st day of October, 2002, extends the northwest portion of Parker's Urban Service Area approximately one-half mile further to the west than Parker's previous Planning and Urban Service Area boundaries, causing an overlap with Lone Tree's Planning and Urban Service Area. Recognizing that such overlap also intrudes on Lone Tree's Annexation Area, as shown in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference, and as defined in paragraph 1 of the Buffer Agreement, the parties hereby confirm and agree as follows:

a. That the parties shall abide by paragraphs 1 and 2 of the Buffer Agreement, which state in part that "Lone Tree shall not annex any land within the Parker Annexation Area as described in paragraph 2 and set forth in Exhibit A" and that "Parker shall also not annex any land within the Lone Tree Annexation area as described in paragraph 1 and set forth in Exhibit A," and

b. That the parties' respective Annexation Area, as depicted in the map shown in Exhibit A to this Agreement, are hereby incorporated into this Agreement.

6 Effective Date and Term. This Agreement shall be effective during the term of the Buffer Agreement.

7 Remedies. The parties hereto agree and acknowledge that each party may exercise all rights and remedies in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available including, but not limited to, those remedies described in Section 29-20-105(2)(g), C.R.S.

8 General Provisions.

a. Notices. All notices, demands, requests or other communications required under this Agreement shall be in writing and shall be hand delivered to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses or to such other addresses as any party may from time to time designate by notice given pursuant to this paragraph.
To the City of Lone Tree

City of Lone Tree
c/o Jack Hidahl, City Manager
R S Wells Corporation
6399 Fiddler's Green Circle, Suite 102
Greenwood Village, CO 80111-4974
Facsimile 303-773-2050

With a copy to

Gary R. White, City Attorney
WHITE AND ASSOCIATES
Professional Corporation
8005 S. Chester Street, Suite 125
Englewood, CO 80112
Facsimile 303-858-1801

To the Town of Parker

Aden Hogan, Town Administrator
Town of Parker
20120 E Mainstreet
Parker, CO 80138
Facsimile 303-840-9792

With a copy to

James S. Maloney, Esq
Town of Parker
20120 E Mainstreet
Parker, CO 80138
Facsimile 303-840-9792

In the event facsimile transmission or other electronic means of notice is provided, the notice shall be deemed to be delivered upon its transmission and receipt of confirmation of its receipt at the business location of the receiving party, provided the notice is also immediately sent by mail as provided above.

b  **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. It is specifically agreed that insolvency or bankruptcy of any party shall not terminate this Agreement.

c  **No Vested Rights.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or
provisions thereof, and all of the covenants, terms and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

d Interpretation of Agreement Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree with the rule of construction that "ambiguities shall be construed against the drafter" shall not apply.

e Governing Law and Venue for Enforcement Actions This Agreement shall be construed pursuant to the laws of the State of Colorado. In the event of a dispute between the parties which results in litigation, the exclusive venue for such action shall be the County of Douglas, State of Colorado.

f Attorney Fees In the event of any litigation between the parties hereto concerning the subject matter hereof, the prevailing party in such litigation shall be entitled to receive from the losing party, in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses, including attorney fees, incurred by the prevailing party in such litigation.

g Entire Agreement This Agreement constitutes the entire agreement between the parties, and may be modified or amended only by a writing signed by all of the parties hereto. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

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

i Severability Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or work herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

j Consents/Approvals Wherever this Agreement calls for the consent or approval of any party hereto, with respect to which consent or approval under this Agreement is not self-executing, in order to be effective, such consent or approval shall be in the form of a resolution or ordinance adopted by the City/Town Council, or the Douglas County Board of County Commissioners, as appropriate.

k Compliance With Law Nothing in this Agreement shall be construed to excuse any party from compliance with statutory procedures set forth in the Municipal Annexation Act of 1965, as amended.

l Recordation of Agreement The parties shall record this Agreement in the real estate records of Douglas County, Colorado.
CITY OF LONE TREE, COLORADO
By
John R. O'Boyle Jr., Mayor

ATTEST
By
Jack Hidahl, City Clerk

TOWN OF PARKER
By
Gary Lasater, Mayor

ATTEST
By
Carol Baumgartner, Town Clerk
TITLIE: A BILL FOR AN ORDINANCE TO AMEND ORDINANCE NO. 9.72 AND APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE CITY OF LONE TREE, COLORADO

WHEREAS, the Town Council of the Town of Parker adopted Ordinance No. 9.72, Series of 2002, approving an Intergovernmental Agreement with the City of Lone Tree.

WHEREAS, the City of Lone Tree approved the Intergovernmental Agreement, which agreement contains a new Paragraph 5, and

WHEREAS, the Town Council of the Town of Parker desires to approve the Intergovernmental Agreement, including the new Paragraph 5, which was added by the City of Lone Tree.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.
Section 4. This Ordinance shall become effective ten (10) days after final publication

INTRODUCED AND PASSED ON FIRST READING this 31st of January 2003

Attest

Gary Lasater, Mayor

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this 3rd of February 2003

Attest

Gary Lasater, Mayor

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM

James S. Maloney, Town Attorney