

AN INTERGOVERNMENTAL AGREEMENT
Regarding Land Use Planning and Related Issues for the Estes Valley
Discussion Draft – September 513, 2019

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and effective this ___ day of _____, 2019 (“Effective Date”) by and between LARIMER COUNTY, COLORADO (“County”), a body politic organized under and existing by virtue of the laws of the State of Colorado and THE TOWN OF ESTES PARK, COLORADO (“Town”) and jointly referred to as the “Parties.”

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RECITALS

- A. **WHEREAS**, the Parties have worked together cooperatively on land use planning since the late 1990s, with an initial intergovernmental agreement (IGA) effective February 1, 2000, with five subsequent amendments, and which expires in February 2020;
- B. **WHEREAS**, in 1996, the Town and County prepared and jointly adopted the Estes Valley Comprehensive Plan for the land area in the Estes Valley Planning Area which includes lands within Town limits and in unincorporated Larimer County, which plan is effective until updated or superseded;
- C. **WHEREAS**, the Parties agree that maintaining and enhancing areas of Town development in a thoughtful and deliberate way, managing growth in the Estes Valley, and protecting open space and conserving rural character ~~is~~are enhanced by cooperation in land use planning and

development review services;

- D. **WHEREAS**, concentrating Town level development in areas planned and designated for such development affords greater efficiency in the delivery of services such as water, streets and transportation, fire and police protection and other services, and affords a measure of predictability to landowners and residents concerning where services will be provided in the future;
- E. **WHEREAS**, maintaining the parts of the Estes Valley Planning Area that are designated for rural uses as rural promotes the purposes of providing a community buffer between the Town and the adjacent national park and federal lands, serves ~~the~~ economic and community interests, and meets the goals of the community as set forth through the Estes Valley Comprehensive Plan;
- F. **WHEREAS**, the purposes of this Intergovernmental Agreement (Agreement) are to:
1. Implement the Comprehensive Plan of Larimer County and the Estes Valley Comprehensive Plan as it currently exists or may hereafter be amended or replaced;
 2. Establish effective means of planning for future development and conservation within the unincorporated portion of the County in the Estes Valley;
 3. Assure that Town Level Development occurs only where and when facilities and services can be provided to it and in appropriate locations within the Estes Valley that are able to support higher intensities of development;
 4. Assure that land eligible for annexation to the Town are ~~annexed~~ considered for annexation prior to or concurrently with development (note: approach to ~~annexation needs~~ annexation needs further discussion between County and Town);
 5. Provide effective means for the appropriate design, construction, and maintenance of public improvements;
 6. Encourage the efficient use of land and open space conservation in appropriate locations, including those in the unincorporated areas of the Estes Valley;
 7. Provide a mechanism for property owners, residents, stakeholders, and others to have input on and be informed as to where development will occur in the future;
 8. Assure that development in ~~in~~ the vicinity of the Town does not negatively impact roads or other infrastructure improvements in unincorporated Larimer County, and provide that when there are negative impacts, those impacts will be appropriately mitigated; and
 9. Allocate responsibilities of Larimer County and the Town of for purposes of administering land use within their respective jurisdictions.
- G. **WHEREAS**, pursuant to State of Colorado law, local jurisdictions are authorized to regulate the location of activities and developments; phase development of services and facilities; regulate development on the basis of its impact on the community or surrounding areas; plan for and regulate the use of land so as to provide for planned and orderly use of land and protection of the environment; cooperate or contract with other units of government for the purpose of planning and regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations and annexation of property, all in a manner consistent with constitutional rights and statutory procedures;

- H. **WHEREAS**, communication among local jurisdictions, special districts, property owners and other interested parties is essential to accomplishing this Agreement;
- I. **WHEREAS**, any provisions in this Agreement may be implemented only to the extent legally permitted by State and Federal Law; and
- J. **WHEREAS**, the Parties have sought community input and held hearings after proper public notice for the consideration of entering into this Agreement.

AGREEMENT

NOW, THEREFORE in consideration of the covenants and obligations expressed herein, it is hereby agreed by and between the Parties as follows:

1. DEFINITIONS

The following terms shall have the meanings set forth below.

- 1.1. **Annexation.** Annexation means the incorporation of land area into an existing municipality with a resulting change in the boundaries of that municipality.
- 1.2. **Estes Valley Comprehensive Plan.** The adopted Comprehensive Plan for the Estes Valley Planning Area, adopted by the Estes Park Planning Commission and the Larimer County Planning Commission in December 1996. The Plan addresses land use, transportation, natural resources, and other elements and guides through maps and text and generally indicates the types, densities and intensities of land use that are acceptable for any given parcel of land or area in the Estes Valley. It also establishes the Estes Valley Planning Area boundary.
- 1.3. **Estes Valley Development Code (EVDC).** The adopted land use, zoning, and development standards for the Estes Valley adopted by the Town and County effective in 1997⁹ and as subsequently amended.
- 1.4. **Estes Valley Planning Area (EVPA).** The Estes Valley Planning Area is that geographical area beyond Town limits established in the Estes Valley Comprehensive Plan. In such area, Town level development is currently not considered appropriate or desired except where it annexes to the Town. ~~Land~~This Agreement anticipates that ~~land~~ within the EVPA immediately adjacent to Town limits ~~should (or "may" or "must")~~may be annexed into the Town when Town Level Development is proposed.
- 1.5. **Estes Valley Overlay District (EV Overlay District).** Regulations proposed to be adopted by Larimer County as part of the Larimer County Land Use Code to maintain consistency with existing Estes Valley Development Code and to implement this Agreement.
- 1.6. **Larimer County Comprehensive Plan.** The official vision and policy document guiding long-range framework for decision making for Larimer County's unincorporated areas outside the Estes Valley, adopted in 2019 by the County Planning Commission.

- 1.7. **Larimer County Land Use Code.** The regulations proposed to be adopted and amended by the Board of County Commissioners pursuant to the authority of Title 30, Article 28 of the Colorado Revised Statutes to implement the Larimer County Comprehensive Plan. The Land Use Code contains, *inter alia*, land use regulations, development standards, and development review procedures for the unincorporated areas.
- 1.8. **Open Space.** Land that is not occupied by any structure or artificial impervious surfaces and that is intended for long-term conservation purposes.
- 1.9. **Rural Areas.** Areas which are outside the Town’s corporate limits and which are planned or zoned for rural estate or other rural residential uses or which are designated to remain as conserved areas. These lands are not intended to be annexed and will generally remain rural in character.
- 1.10. **Supplemental Regulations.** Regulations proposed to be adopted by Larimer County in the Land Use Code as part of the Estes Valley Overlay District (EV Overlay District) and that provide for the implementation of land use, street, design, and other development standards consistent with the Estes Valley Development Code and carried forward through the County’s development review process.
- 1.11. **Town Level Development.** Any development which uses Town level facilities and services provided either by the Town or special districts and which is at higher intensities than rural areas.
- 1.12. **Town Level Facilities and Services.** Services such as central water, sewer, responsive fire protection, urban level street construction and maintenance, and/or similar services that are typically provided by the Town or an appropriate district and are necessary to serve Town level development as defined in this Agreement.
- ~~1.12.~~ 1.13. **Town of Estes Park Development Code.** The regulations proposed to be adopted and amended by the Town of Estes Park Board of Trustees pursuant to the authority of Title 31 Article 23 of the Colorado Revised Statutes to implement the Estes Valley Comprehensive Plan or its successor Plan(s) as such Plan(s) may apply to the Town of Estes Park.

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2. ADOPTION OF NEW PLANS AND REGULATIONS.

This section identifies the plans and boundary maps which are referenced in this Agreement.

- 2.1. **Comprehensive Plan(s).** The Parties agree to communicate and coordinate to prepare a Comprehensive Plan for the Town that will ~~extend into~~ encompass the Town and the unincorporated area of Larimer County within the Estes Valley Planning Area, which upon adoption, the respective Parties shall replace and supersede the current Estes Valley Comprehensive Plan. If by ~~(date end of 2021?)~~ December 31, 2021, the Comprehensive Plan has not been completed or does not extend to cover the Estes Valley Planning Area, the County shall amend its Comprehensive Plan to include policies and maps that address the unincorporated area of the Estes Valley. The Plan also will include a boundary within the Estes Valley Planning Area boundary to delineate areas of the Estes Valley that are

Commented [HR1]: I think this is feasible. If we run into delays, we can amend. But I think it’s helpful to set a target date in the IGA and encourage all to adhere to it.

suitable for annexation to the Town (e.g., a “town growth boundary,” or another term to be defined), and areas that should remain rural in unincorporated Larimer County.

2.2. Estes Valley Planning Area Boundary. The Estes Valley Planning Area boundary is identified in “**Exhibit 1**”, and attached hereto and incorporated herein, including and subsequent amendments thereto.

2.3. Land Use Codes. The Parties agree that there shall be prepared a Land Use Code for the Town and a Land Use Code for the County, which upon adoption by the respective parties shall replace and supersede the current Estes Valley Development Code as to that Party. The County’s Land Use Code as currently existing or hereafter amended or superseded is anticipated to include regulations specific to the incorporated area of Larimer County within the Estes Valley.

2.4. Land Use and Zoning Designations, in the unincorporated Estes Valley Planning Area. The County intends to recognize and carry forward the zoning districts and certain development standards of the Estes Valley Development Code when proposing and adopting supplemental regulations to the County Land Use Code for the unincorporated area of the Estes Valley. These ~~districts~~ districts and standards shall include but are not limited to standards for steep slopes, ridgeline protection, grading and site disturbance, tree and vegetation protection, wildlife habitat protection, exterior lighting, and allowed uses, building heights, and setbacks associated with the relevant zoning districts, that are guided by the Estes Valley Comprehensive Plan..

2.5. Land Use and Zoning Designations in the Town of Estes Park. The Town intends to recognize and carry forward the zoning districts and certain development standards of the Estes Valley Development Code via preparation and adoption of the Town of Estes Park Development Code. It is anticipated that the Town of Estes Park Development Code’s original adoption will in content be substantially similar to the Town-applicable provisions of the Estes Valley Development Code as it exists at the time of adoption of this Intergovernmental Agreement, provided that the Town of Estes Park Development Code may include appropriate amendments and modifications for clarity and reconciliation of non-harmonious Code sections, or may include changes as deemed appropriate in response to specific land-use requests on behalf of property owners. It is further anticipated that upon adoption of a new Comprehensive Plan, a rewritten Town of Estes Park Development Code that conforms to guidance in the Plan will be prepared and adopted by the Town.

3. LAND USE REGULATIONS AND FEES

This section addresses the relevant development standards, procedures, and fees that apply to proposed development in the Estes Valley Planning Area.

3.1. Town Limits. Within the municipal boundaries of the Town of Estes Park as they exist or may be changed through annexation, the Town shall maintain and exercise the right to review and approve development subject to the Town of Estes Park/Valley Development Code, as existing or hereafter amended. The Parties agree that, except as modified through appropriate due process in accordance with applicable law and procedures, all Town regulations, standards and procedures shall apply to future development within the incorporated Town of Estes Park. The Parties agree that land-use appeals, interpretations, and variances, including those applied at the building

permit stage, shall be processed and decided by the Town as provided for in the Town of Estes Park Development Code, as existing or hereafter amended.

3.2. Unincorporated Estes Valley Area. Within the unincorporated area of the Estes Valley, Larimer County shall maintain and exercise the right to review and approve development subject to the Larimer County Land Use Code (including the Estes Valley Overlay District and supplementary regulations). The Parties agree that, except as modified by the supplemental regulations noted below, all County regulations, standards and procedures shall apply to future development within the unincorporated portion of the Estes Valley. The Parties agree that appeals, interpretations, and variances, including those applied at the building permit stage, shall be processed and decided by the County as provided for in the Larimer County Land Use Code.

3.3. Estes Valley Overlay District and Supplemental Regulations: The County will undertake the required legislative process to establish the Estes Valley Overlay Zone District (EV Overlay District) and supplemental land use regulations to implement this Agreement. The County agrees that it will require development applications for Rezonings, Special Review, Development Plans or Site Plans, and Planned Land Division in the unincorporated areas of Estes Valley to meet either the Larimer County development standards, as contained within the Larimer County Land Use Code and its technical supplements or any other standards contained in the Estes Valley Overlay District and supplemental regulations.

Commented [HR2]: Note for Town: This is the County Code's umbrella term for subdivisions and allied matters.

3.4. Modifications to Regulations. The Parties agree that the Town or County may allow reasonable modifications from adopted standards within their respective jurisdictions where the Town or County in its respective discretion determines that either:

Commented [HR3]: This section refers to Variances as defined and regulated in EVDC.

3.3.1. By reason of exceptional physical conditions or other extraordinary and exceptional situations unique to such property, including, but not limited to, physical conditions such as exceptional narrowness, shallowness, or topography, the strict application of the standard sought to be modified would result in unusual and exceptional practical difficulties, or exceptional and undue hardship upon the owner of the affected property, provided that such difficulties are not caused by an act or omission on the part of the owner or applicant, or

3.3.2. The proposed modification will serve to advance or protect the public interests and purposes of the standards for which the modification is requested equally well or better than a plan which complies with the standard for which a modification is requested. The County agrees it will refer any proposed modifications to the Town for its review and a recommendation.

3.5. Fees for Development: The Parties agree to maintain and administer separate fees with their respective jurisdictions in the Estes Valley Planning Area.

3.5.1. The County's Capital Expansion fees for roads, community parks, and drainage shall apply within the unincorporated areas of the Estes Valley.

3.5.2. The County's regional park fee shall not apply within the unincorporated portion of the Estes Valley.

4. PARTIES' ROLES IN DEVELOPMENT REVIEW, COMPLIANCE

4.1. Establishment of Improvement Districts. The County agrees to notify and allow the Town to comment prior to establishing any improvement district within the Estes Valley unincorporated area.

4.2. Utilities and Services. In areas where the Town has jurisdiction and oversight over the delivery of utility services and other services relative to public improvements, the Town agrees to provide a mechanism for the performance of inspections of any utility or other public improvements provided by developers. In areas where special districts have jurisdiction and oversight over the delivery of utility services and other services relative to public improvements, the Town agrees to propose that the Town and the respective special district include terms in the intergovernmental agreement with the respective special district that stipulate that the special district will perform these inspections. The County agrees that it will propose provisions in the supplemental regulations that the Town or the special district may charge developers an appropriate fee for this inspection service.

4.3. Town Development and Improvements in the County. To the extent that development in the Town requires the construction of off-site public improvements in the unincorporated County area of the Estes Valley that are typically not associated with development in the County, the Town agrees to provide a mechanism for maintenance of those off-site public improvements by adjacent property owner. Such improvements include, but are not limited to, curbs and gutters, bicycle and pedestrian facilities, transit facilities, traffic signals, traffic control and traffic calming devices, drainage facilitates, streetscapes, and medians.

Commented [HR4]: We should discuss and ensure that this list is comprehensive as to what infrastructure is included and what is not.

4.4. Development Review Staffing Roles

4.4.1. County Review, Town Referral within Estes Valley. Within the Estes Valley Planning Area unincorporated areas, the County agrees to submit proposals for the following proposed development applications to the Town staff for review and comment: Rezoning; Special Review; Public Site Plan, Minor Special review, Special Exception, or any land division application that results in the creation of one or more additional lots. The Town's review and comment shall be limited to whether shall include consideration of whether and how the proposal is consistent with the Estes Valley Overlay District and supplemental regulations. If the Town staff recommends against approval and the County subsequently grants approval, the County agrees to provide a written statement to the Town outlining the reasons for approval. The Town agrees to provide the County with written comments, if any, within twenty-one (21) days after the County or its authorized representative mails to the Town a request for comments in accordance with state statute.

4.4.2. Town Review, Referral to County for Town Development that May Impact County's Public Improvements. The Town agrees to provide to the County an opportunity to review and comment upon applications for development within the Town that may affect the County's interests and public improvements, including, but not limited to, road improvements.

4.5. Additional Review Roles. The Town and the County have additional operating rules, regulations, ordinances and requirements which may apply to development and use of property

within the Estes Valley Planning Area. These include but are not limited to the following areas of regulation:

Table 1: Review Roles of Town of Estes and Larimer County

Type of Process or Regulation	Within Town of Estes (Who Administers)	Within Unincorporated Estes Valley – Larimer County (Who Administers)
Floodplain Regulations	Town floodplain regulations (Town Community Development)	County floodplain regulations (County Engineering)
Sign Regulations	Town sign regulations (Town Community Development)	County sign regulations (LC Community Development)
Building Permits	Town Building Code (Town Building Official)	County Building Code, permit, and inspection programs (County Building Official)
Streets and Roads Standards	Street standards (Town Engineer)	Larimer County Rural Area Street Standards. County road construction, safety, and maintenance (County Engineer)
Drainage	Drainage standards (Town Engineer)	Drainage standards (County Engineer)
Public Health and Safety	Town County Health Department	County Health Department
Wildfire Construction	Wildlife Construction standards in Larimer County’s building code (Town Building Official)	Wildlife Construction standards in Larimer County’s building code (County Building Official)
Code Compliance	Town Code Compliance	County Code Compliance
Vacation Rentals	Approved by Town (Town Maintains its rentals and cap)	Those approved roll into County program (County maintains the current cap in the unincorporated area for #_units)

Commented [HR5]: We currently defer to County Health for review.

Commented [HR6]: Marking for further discussion by both entities.

5. DEVELOPMENT REVIEW APPROVALS (PLANNING COMMISSION AND BOARD OF ADJUSTMENT)

(Note: Options for this section will vary depending on input from elected officials and outcomes of the questionnaire and public process.)

5.1. (Option A.) Estes Valley Planning Commission. Joint Estes Valley Planning Commission for review in unincorporated valley to have the duties, responsibilities, and obligations of the County Planning Commission for the area of the unincorporated Estes Valley, with most final approvals by the Board of County Commissioners. *(Note: An alternative is to retain the joint planning commission as an advisory group for the purpose of preparing the Comprehensive Plan and/or transitionally for projects currently in the Town’s development review pipeline.)*

OR (Option B) Larimer County Planning Commission. The Larimer County Planning Commission shall review development applications in the unincorporated Estes Valley. *(Note: Discuss whether to adjust the membership to include a member from the Town.)*

5.2. (Option A) Estes Valley Board of Adjustment (or County BOA, Option B). The Larimer County Board of Adjustment shall hear all variance requests pursuant to the terms of conditions of state statute, the Larimer County Land Use Code, and supplemental regulations.

6. ANNEXATION

(Note: Discuss which current annexation provisions to carry forward and what new ones to add.)

6.1. Annexation Petition. The County agrees that it will not accept any application for Rezoning; Special Review; Public Site Plan, Minor Special review, Special Exception, or any land division application that results in the creation of one or more additional lots on property that is eligible for voluntary annexation to the Town unless a written annexation petition-request which conforms to the Town’s standard annexation conditions is submitted to the Town and is subsequently denied by the Town. If such an annexation petition is denied by the Town, the County may accept said application on the property and, if appropriate, approve it in accordance with the Larimer County Land Use Code.

6.2. Eligibility for Annexation. The Parties agree that the term “eligibility for annexation” shall mean any land that is contiguous to the corporate limits via one point of connection, and that it is anticipated that the Town’s policy to Town would annex as expeditiously as possible all lands eligible for annexation in the Estes ~~Valley~~ at such time that a development proposal and annexation petition, including all required fees and supplemental information, is received from the property owner(s). The Town represents that it fully intends will give due consideration to the desirability of annexing lands at such time that they become eligible for annexation based upon State annexation statutes. When a town growth boundary is defined, lands within that area shall be annexed-considered for annexation at such time that a development proposal is presented.

6.3. Future Annexations/Development Agreement. The County agrees that, in the case of lands within the unincorporated area of the Estes Valley Planning Area which are not eligible for annexation but that are proposing Town level development, the County shall require applicants that apply for Rezoning; Special Review; Public Site Plan, Minor Special review, Special Exception, or any land division application that results in the creation of one or more additional lots after the effective date of this Agreement to sign an annexation agreement as a condition of

Commented [HR7]: Please see accompanying Attachment B Draft – New Sec. 5A. I took a shot at spelling out transition authority for EVPC and EVBoA, and also suggested an advisory role in Comp Plan(s) for the EVPC members (as a new group, not as a PC.)

Commented [HR8]: We’ll want to refine this list. The three highlighted terms are County processes that have no direct counterparts in EVDC to my knowledge.

development approval. ~~The Town agrees to annex any such land associated with a signed annexation agreement within six (6) months of said land becoming eligible for annexation.~~

6.4. Annexation of Roadways. The Town agrees to annex the entire width of roadways and all roadways adjacent to Town limits.

Commented [HR9]: The principle has merit, but Town and County may not want this to be a blanket requirement.

6.5. Annexation of Enclaves: The Town agrees that it will review enclaves on annual basis to determine their appropriateness for annexation and the Town’s ability to service said enclaves. If the Town deems an enclave is appropriate for annexation and it can adequately provide services, the Town will strive to expeditiously annex said enclave. *(Note: County agreements generally contain stronger language with a commitment to annexation of enclaves.)*

7. IMPLEMENTATION OF AGREEMENT

7.1. Transition. Applications submitted prior to the effective date of this Agreement shall be processed pursuant to the law and regulation in effect prior to this Agreement. Applications for development submitted after the effective date of this IGA shall be processed according to this Agreement.

7.2. Supplemental Regulations Timing: The Parties agree that within 45 days from the effective date of this Agreement they will have proposed supplemental regulations to their Codes to implement the terms of this Agreement. Such proposed supplemental regulations will address fees, land uses and development standards. The Parties further agree to undertake the required legislative process to propose amending their respective land use codes or related documents and procedures as necessary to implement this Agreement. *(Note: Discuss timeline. County is aiming for concurrently preparing and adopting the supplemental regulations, but 45 days after this Agreement may be more realistic.)*

7.3. County Development Review Commencement. County will commence development review on January 1, 2020 for all new applications received on or after January 1, 2020

7.4. Training Regarding this Agreement: The Parties agree to (a) notify newly elected officials, new managers and key staff of the existence of this Agreement, and (b) on an as-needed basis, conduct training sessions on the procedures which are necessary to implement this Agreement.

7.5. Mediation: If the Parties fail to reach agreement on any provisions contained in this Agreement, the Parties agree to engage a trained mediator to help them resolve the issue.

7.6. Agreements with Special Districts. The Town agrees that it will strive to achieve intergovernmental agreements with all special districts which shall require the special districts to plan their facilities according to the Town’s adopted plans.

Commented [TM10]: Do we have these now? What does this look like?

Commented [HR11]: County staff indicate this may not be relevant for Estes Valley. Further research needed.

8. PERFORMANCE OF AGREEMENT

Either party may seek specific performance or enforcement of this Agreement in a Court of competent jurisdiction, but neither party shall have any claim or remedy for damages arising from an alleged breach hereof against the other, nor shall this Agreement confer on either Party standing to contest a land use decision or action of the other except as a breach of this Agreement.

9. THIRD-PARTY RIGHTS

This Agreement is not intended to modify the standing the Parties may possess independent of this Agreement. This Agreement is between the Town of Estes Park and Larimer County and no third-party rights or beneficiaries exist or are created hereby.

10. AGREEMENT AMENDMENTS

The procedures for amending this Agreement shall be as follows:

10.1. Amendments to the text of this Agreement: The text of this Agreement may be amended only by written agreement of both Parties. Either Party may initiate an amendment, but any such initiation must be in writing.

10.2. Amendments to the Estes Valley Planning Area boundary: The Estes Valley Planning Area Boundary may be amended by written agreement of both Parties.

Commented [HR12]: I think the boundary is also called out in the Comp Plan. If so, an amendment should also be specified for the Plan. We'll review the Plan on this element.

10.3. Amendments to elements of the Town's Comprehensive Plan: At least thirty (30) days prior to the adoption of any amendments to the Town's Comprehensive Plan, the Town shall notify the County and provide the County with an opportunity to make comments on any such amendments to the Town's Comprehensive Plan that would in any way either (1) affect the Estes Valley Planning Area, (2) call for an amendment to the boundaries, or (3) cause any changes to be made to any of the supplemental regulations. The Town shall notify the County of any such amendment to the Town's Comprehensive Plan within thirty (30) days of the adoption of any such amendment. As a result of any amendment being made to the Town's Comprehensive Plan, the County shall not be obligated to amend either this Agreement, its Estes Valley Overlay District or any supplemental regulations.

10.4. Amendments to elements of the Town's Comprehensive Plan as specifically applicable to unincorporated Estes Valley: At least thirty (30) days prior to the adoption of any amendments to any elements of the County's Comprehensive Plan that have specific applicability to the unincorporated Estes Valley, the County shall notify the Town and provide the Town with an opportunity to make comments on any such amendments to the County's Comprehensive Plan that would in any way either (1) affect the Estes Valley Planning Area, (2) call for an amendment to the boundaries, or (3) cause any changes to be made to any of the Town's regulations. The County shall notify the Town of any such amendment to the County's Comprehensive Plan within thirty (30) days of the adoption of any such amendment. As a result of any amendment being made to the County's Comprehensive Plan, the Town shall not be obligated to amend either this Agreement or any Town regulations.

11. SEVERABILITY.

If any portion of this Agreement 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 shall be terminated, it being the understanding and intent of the Parties that every portion of the Agreement is essential and not severable from the remainder.

12. TERM AND TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) years from the date of its execution. Thereafter, it shall be automatically renewed for successive five-year terms unless at least six (6) months prior to its scheduled expiration, either Party should notify the other Party in writing of its

decision that the Agreement not be renewed. Either party may terminate this Agreement upon 180 ~~days~~
~~notice~~ days' notice.

13. EFFECTIVE DATE

In Witness thereof, the Parties hereto have executed this Agreement to be effective on the Effective Date first written above:

Town of Estes Park:

By: _____

Todd Jirsa, Mayor

ATTEST:

Town Clerk

Approved as to Legal Form:

Approved as to Content:

Town Attorney

Town ~~Manager~~ Administrator

The County of Larimer:

Tom Donnelly, Chair

Board of Commissioners

ATTEST:

Angela Myers, Clerk and Recorder

Approved as to Legal Form:

Approved as to Content:

County Attorney

County Manager

DRAFT