

## Joint Advisory Board Site Visit to the ConocoPhillips Campus

Including: Parks and Public Landscaping Board, Open  
Space Advisory Board and the Recreation Advisory Board

### Agenda

Saturday, November 16, 2019  
Leaving from Louisville City Hall  
749 Main St.  
Noon – 3:00 pm

Board members will meet in City Council Chambers. Staff will provide an overview of the site visit schedule and guidelines for board members during the visit. Board members will be transported to the site by City staff. Members of the public are welcome to join in the tour. **Transportation will not be provided to the public.** Public may follow in private vehicles

No board discussion will occur in the vehicle to or from the site visit. Any discussion/direction regarding the site will occur at subsequent board meetings. The site visit will conclude back at City Hall. Staff will facilitate a quick debrief during which board members can ask any clarifying questions of staff or the applicant but no discussion will occur. The site tour is anticipated to adjourn by 3:00 pm.

1. Site Visit Overview (City Council Chambers, 749 Main St.)
2. Depart City Hall; Approximately 12:30 pm
3. Site Visit; Approximately 12:45 – 2:15
4. Return to City Hall; Approximately 2:30
5. Site Visit Debrief

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#### City of Louisville

Parks & Recreation Department 749 Main Street Louisville CO 80027  
303.335.4735 (phone) 303.335.4738 (fax) [www.louisvilleco.gov](http://www.louisvilleco.gov)

**To:** Parks and Public Landscaping Advisory Board, Open Space Advisory Board, and Recreation Advisory Board

**From:** Department of Planning and Building Safety

**Subject:** Joint Advisory Board Site Visit to the ConocoPhillips Campus

**Date:** November 16, 2019

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***Summary***

The purpose of the site visit is to allow members of the Parks and Public Landscaping, Open Space, and Recreation Advisory Boards to visit the property owned by Phillips66, formerly StorageTek Corporation. This visit is limited in purpose to allow board members to become familiar with the property and the details of a pending General Development Plan (GDP) application for the property. In depth discussion, deliberation and the ability for each board to make recommendations on the application will take place at a follow up meeting of each board at a regularly scheduled meeting date. As such, board members should not discuss the application with any other board members or members of the public attending the site visit or deliberate during the site visit. However, questions directed to staff and the applicant to clarify or understand the application are welcome. The limits on discussion and deliberation are to ensure each board is consistent with open meeting, City charter and legal requirements for review of the application.

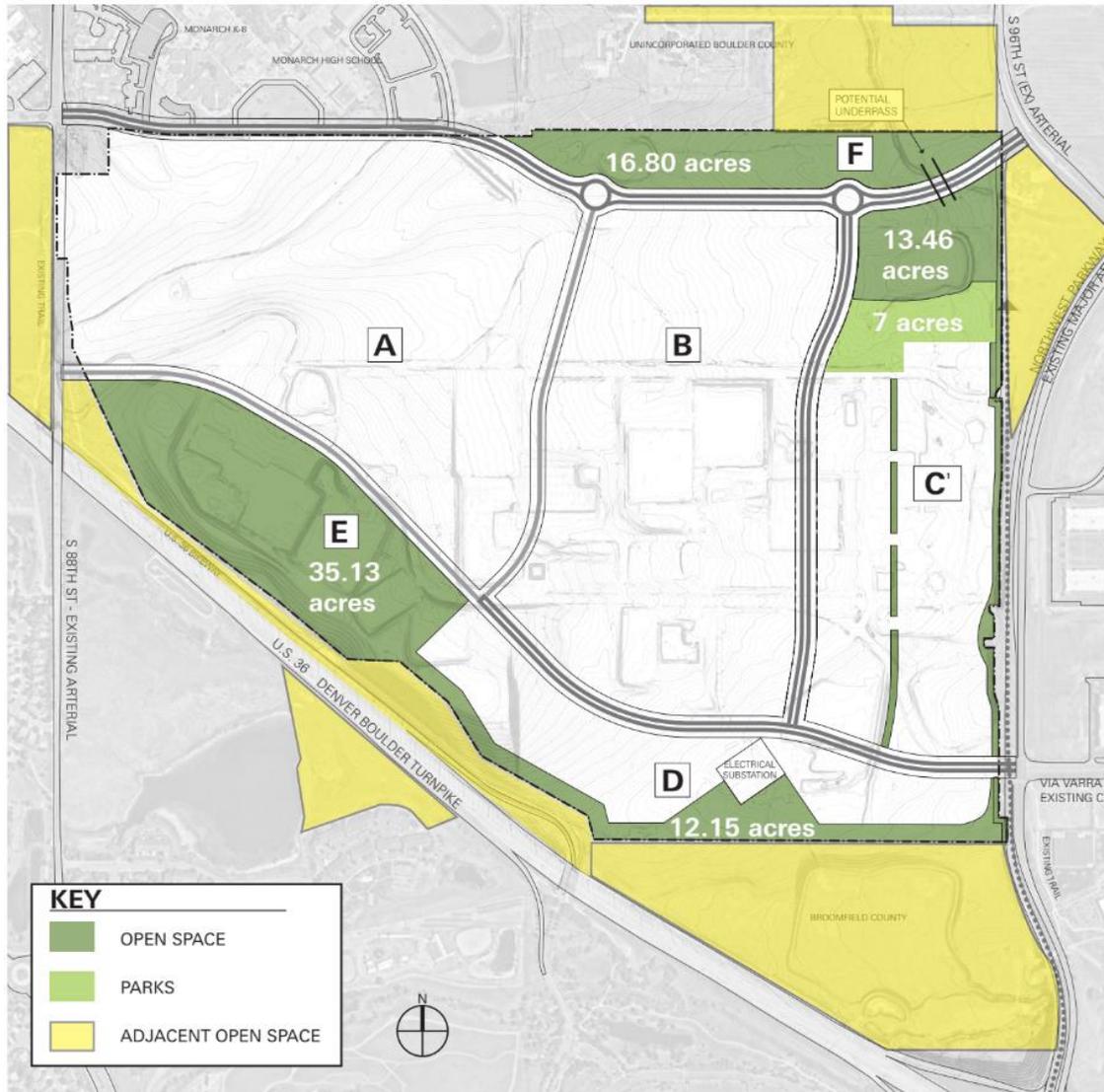
***Proposal Summary***

Earlier this summer, Brue Baukol Capital Partners submitted a land use application for an amendment to the ConocoPhillips Campus General Development Plan (GDP). A GDP sets the proposed uses, the type or character of development and the number of dwelling units, the proposed location for school sites, parks, open spaces, recreation facilities and other public or quasi-public facilities, and proposed location of all streets, as applicable. In addition to approval of a GDP Amendment, the City requires approval of a subdivision plat(s) and Planned Unit Development(s) (PUD) prior to approval of a building permit. This development will also require a series of associated agreements in conjunction with these approvals.

The applicant requests approval of a GDP amendment that would allow up to 6.4 million square feet of construction, including up to 1,500 senior housing units, and the remaining square footage as office and other commercial uses. The current GDP in effect allows nearly 2.56 million square feet of construction.

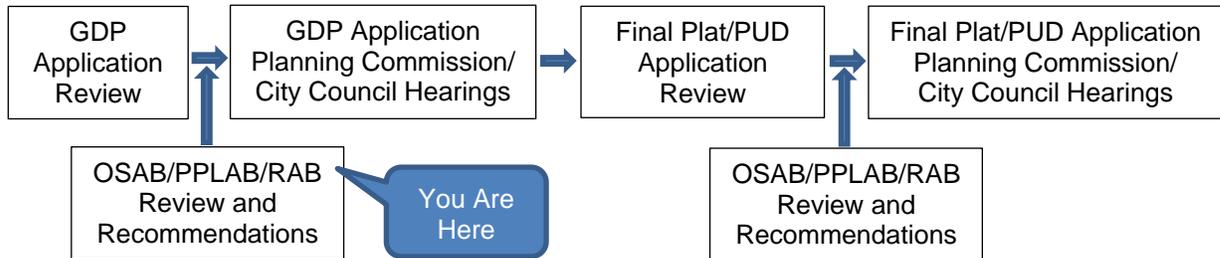
As part of the subdivision process, the City requires public land dedication, or equivalent value through cash-in-lieu, per Sec. 16.16.060. Public land dedication may be used for any public purpose, such as parks, open space, schools, or any other public purpose determined by the City. The current proposal is to dedicated 77.54 acres for open space and 7 acres for parks. If the requirement is met entirely through land dedication, this equates to roughly 40 acres. This equates to the minimum dedication requirement, and the developer may dedicate additional land, especially as that dedication may relate to providing additional public benefit to the City to support waivers to or changes to City zoning or develop standards.

### OPEN SPACE - CURRENT PROPOSAL



At this stage in the review process, the GDP will determine, in general terms, what the City anticipates for the public land dedication. The city and developer finalize the land dedication and convey the public land, or provide the cash-in-lieu payment, with the final subdivision plat and final Planned Unit Development (PUD)

for the property. When the City reviews the final subdivision plat and PUD application, each board will have the opportunity to review the final proposal and again make recommendations.



Topics that the boards' may want to consider in reviewing the developer's public land dedication proposal may include, but are not limited to:

- Amount of land dedicated
- Location of the land dedicated
- Condition and/or appropriateness of the land dedicated for the intended purpose
- Improvements proposed to restore the land or provide amenities
- Programming or use of the land dedicated
- Public access to the dedicated land or connections created by the land dedications

### **Background**

Currently, Phillips 66 Company owns the property. StorageTek originally developed the property in 1978 while it was still located in unincorporated Boulder County. The City annexed the majority of the site into the City of Louisville in 1978. In September of 2008, following purchase of the site, ConocoPhillips began a phased deconstruction of the existing structures in anticipation of their redevelopment.

In 2010, ConocoPhillips applied for, and the City approved, an annexation of an additional 81 acres, a GDP, a preliminary plat and a preliminary PUD to build and business and research campus. All of these documents are included as attachments for review. ConocoPhillips did not complete their development plans and the property has been for sale for several years.

In addition to the regulatory requirements in the GDP and the City of Louisville municipal code, the property is also subject to the Northwest Parkway IGA between Louisville, Lafayette, Broomfield and Boulder County. This IGA initially authorized the Northwest Parkway and set land use and density restrictions on certain surrounding properties. This City amended the IGA five times following its initial approval in 1999. The IGA, and amendments that are applicable to the site, are included as attachments.

### **Site Visit**

As noted above, the purpose of the site visit is to allow the Advisory Boards to visit and learn more about the site, the development proposal in general, and the specific proposal for public land dedication. The site visit will also be open to members of the public for observation. Public comment will not be taken as part of the site visit, but the public will have the opportunity to provide each board comments at each of the board's follow up meetings taking place at a regularly scheduled meeting date. During the visit, staff and the applicant will introduce the board members to the site and the developer's proposal for public land dedication. Staff requests that board members do not hold private discussions regarding the application during the site visit, but are encouraged to ask staff or the applicant questions to clarify or understand the proposal.

Order of meeting (all times are approximate):

- Meet at City Hall in Council Chambers (Noon)
- Introduction and Instructions by Staff & Brief Presentation by Applicant (Noon – 12:30pm)
- Drive to Site and Conduct Site Visit (12:45 – 2:15pm)
- Reconvene at City Hall in Council Chambers for Short Debrief Meeting (2:30 pm)

Each board will review the proposal in more detail and have the opportunity to deliberate and provide a formal recommendation at a regularly scheduled meeting following the site visit. These meetings are tentatively scheduled for:

- PPLAB (12/5/19)
- OSAB (12/11/19)
- RAB (12/16/19)

### **Attachments**

1. Proposed ConocoPhillips Campus GDP Amendment
2. ConocoPhillips Campus GDP (2010)
3. Northwest Parkway IGA and amendments associated with the site.





Nawatny Ridge - Development Summary			
Developable	211.66	54%	
Open Space	157.65	40%	
ROW <sup>1</sup>	21.51	6%	
<b>Total</b>	<b>390.82</b>	<b>100%</b>	

<sup>1</sup> 15 ACRES OF THE 36.5 ACRE ROW HAS BEEN EXTRACTED FROM THE ROW TOTAL AND COUNTED TOWARDS OPEN SPACE PER SEC. 17.28.080 OF LMC AND SEC. 14 OF CDD95.

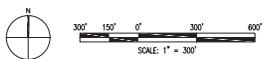
	Total Acres	Parcel				Site	
		Developable	Open Space			ROW	
			Common Open Space	Other Lands	Parks	Amenity Zone	Vehicular Zone
Parcel A	103.67	72.57	31.10	-	-	-	-
Parcel B	90.00	63.00	27.00	-	-	-	-
Parcel C	68.21	47.75	-	13.46	7.00	-	-
Parcel D	40.49	28.34	-	12.15	-	-	-
Parcel E	35.13	-	-	35.13	-	-	-
Parcel F	16.80	-	-	16.80	-	-	-
ROW	36.51	-	-	-	-	15.00	21.51
<b>Total</b>	<b>390.82</b>	<b>211.66</b>	<b>68.10</b>	<b>77.54</b>	<b>7.00</b>	<b>15.00</b>	<b>21.51</b>

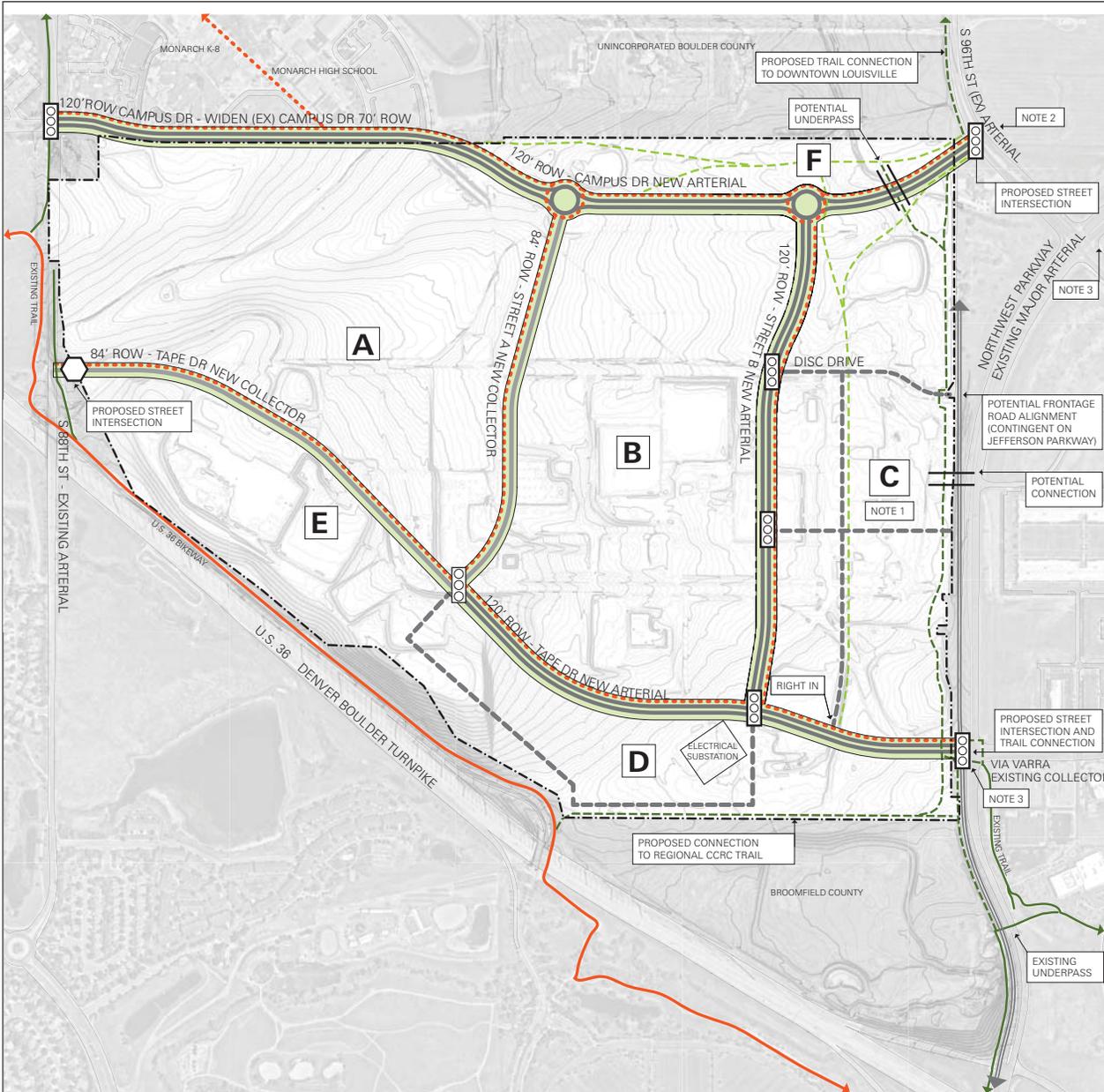
**GENERAL NOTE:**

1. PARCEL E AND PARCEL F SHALL BE DEDICATED AS OPEN SPACE TO THE CITY OF LOUISVILLE PRIOR TO THE DEVELOPMENT ON THE REMAINING PARCELS. SUBJECT TO CONTINUED COMPLIANCE WITH ANY APPLICABLE INTERGOVERNMENTAL AGREEMENTS, OWNER SHALL HAVE THE RIGHT TO RELOCATE THE REMAINING OPEN SPACE THROUGHOUT THE REMAINING PARCELS AS OWNER DEEMS APPROPRIATE TO MAKE THE BEST USE OF SUCH OPEN SPACE, WHICH MAY INCLUDE CONSIDERATIONS OF CONNECTIVITY, ACCESSIBILITY AND GENERAL SITING.

**LEGEND**

- DEVELOPMENT AREAS
- OPEN SPACE - OTHER LANDS
- COMMON OPEN SPACE
- OPEN SPACE- AMENITY ZONE
- PARKS





**GENERAL NOTE:**

1. TRAFFIC CIRCULATION PATTERNS DEPICTED ACROSS THE PLANNING AREAS ARE CONCEPTUAL AND SUBJECT TO MODIFICATION.

**KEY NOTES:**

- ALL BLOCKS WITHIN PARCEL C WILL FOLLOW LMC
- 96TH AND CAMPUS INTERSECTION: THIS NEW INTERSECTION WILL BE CONFIGURED AS A SIGNALIZED INTERSECTION BASED ON THE YEAR 2022 TRAFFIC ANALYSIS. THE NEW CONFIGURATION WILL INCLUDE TRAFFIC SIGNALS, NEW LANE GEOMETRY, PROTECTED BIKE LANES, SHOULDERS FOR BUS RAPID TRANSIT, MULTI-USE PATH CONNECTIONS AND FIRE STATION ACCESS. THE YEAR 2040 INTERSECTION CONFIGURATION WILL NEED TO BE DETERMINED IN CONSULTATION WITH LOUISVILLE, BROOMFIELD, AND NWP STAFF AND ITS DESIGN WILL NEED TO CONSIDER THE PROPOSED GRADE SEPARATION AT 96TH AND NWP AND FRONTAGE ROAD ACCESS FROM NWP TO US 36.
- TAPE DR AND NWP INTERSECTION: THIS EXISTING SIGNALIZED INTERSECTION WILL BE MODIFIED BASED ON THE YEAR 2022 TRAFFIC ANALYSIS. THE RECONFIGURATION WILL INCLUDE TRAFFIC SIGNAL TIMING ADJUSTMENTS, NEW LANE GEOMETRY, SHOULDERS FOR BUS RAPID TRANSIT, AND MULTI-USE PATH CONNECTIONS. THE YEAR 2040 INTERSECTION CONFIGURATION WILL NEED TO BE DETERMINED IN CONSULTATION WITH LOUISVILLE, BROOMFIELD, AND NWP STAFF AND ITS DESIGN WILL NEED TO CONSIDER GRADE SEPARATION AND FRONTAGE ROAD ACCESS FROM NWP TO US 36.

**LEGEND**

- SIDE STREET TWO-WAY STOP CONTROL
- SIGNALIZED INTERSECTION
- ARTERIAL
- COLLECTOR
- OPEN SPACE- AMENITY ZONE
- TWO-WAY PROTECTED BIKEWAY
- TRAIL- HARDSCAPE
- TRAIL - SOFTSCAPE
- (EX) TWO-WAY PROTECTED BIKEWAY
- (EX) MULTI-USE PATH
- POTENTIAL LOCAL STREET
- POTENTIAL FRONTAGE ROAD



**TRYBA ARCHITECTS**  
1620 Logan Street  
Denver Colorado 80203  
303.851.4010

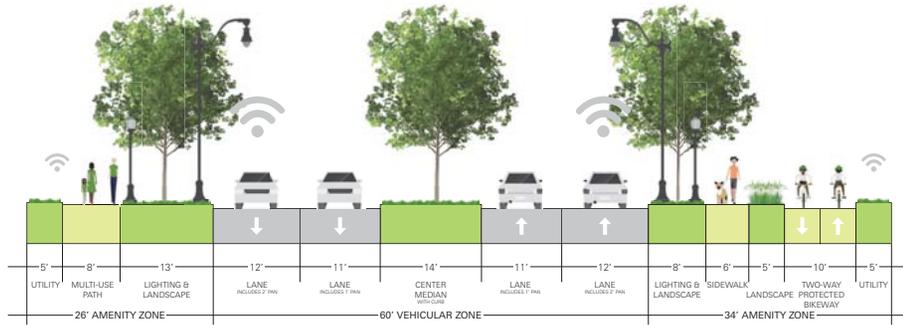


**CONOCOPHILLIPS CAMPUS GENERAL DEVELOPMENT PLAN, 1ST AMENDMENT**  
*Nawatny Ridge*  
CITY OF LOUISVILLE, BOULDER COUNTY, STATE OF COLORADO  
2270 SO. 88TH STREET, LOUISVILLE, CO

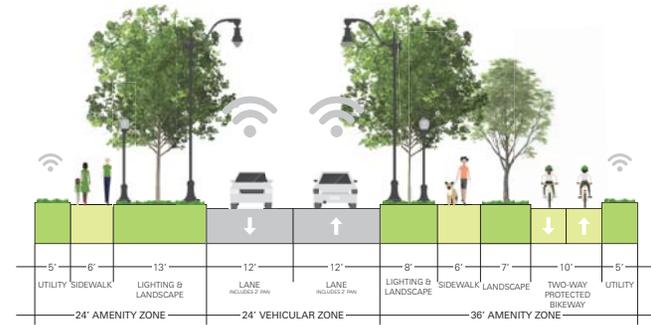
ISSUED FOR: DATE:  
GDP SUBMITTAL 10/02/2019

**CIRCULATION PLAN**

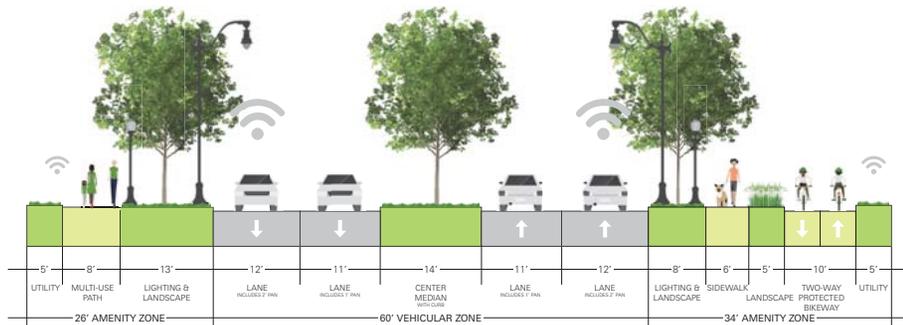
PROJECT INFORMATION



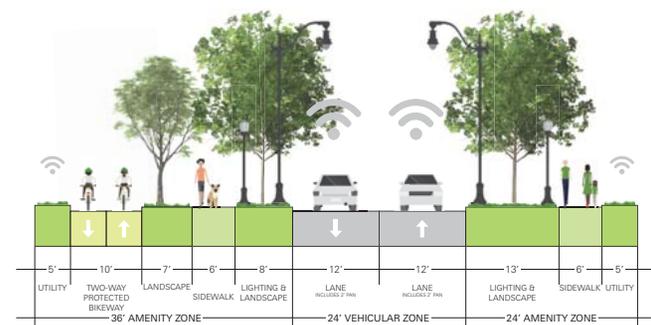
**TAPE DRIVE AND CAMPUS DRIVE 120' R.O.W. ARTERIAL - LOOKING WEST**



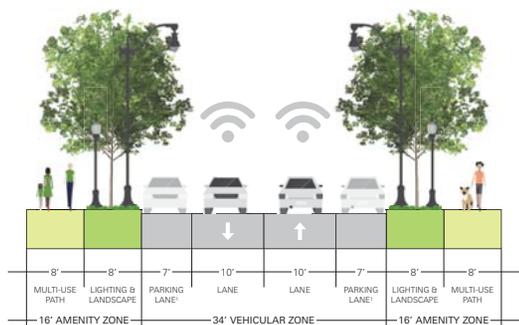
**TAPE DRIVE 84' R.O.W. COLLECTOR - LOOKING WEST**



**STREET B 120' R.O.W. ARTERIAL - LOOKING NORTH**



**STREET A 84' R.O.W. COLLECTOR - LOOKING NORTH**

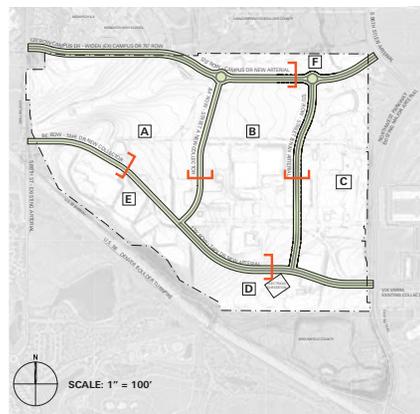


**TYPICAL LOCAL ST 60'-66' R.O.W.**

<sup>1</sup> ON-STREET PARKING TO BE APPLIED AS NEEDED. TO BE DETERMINED IN THE PUD PROCESS

**GENERAL NOTES:**

- CROSS-SECTIONS HAVE BEEN TAKEN FROM MIDBLOCK LOCATIONS. INTERSECTION DESIGN WILL BE DETERMINED DURING THE SUBDIVISION AND PUD PROCESS.
- THE UTILITY ZONES WILL HAVE SUB TERRAIN SPACE FOR FIBER-OPTIC AND OTHER INTELLIGENT TRANSPORTATION SYSTEMS (ITS) THAT ARE RECOMMENDED BY COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) CONNECTED AND AUTONOMOUS VEHICLES PROGRAM. THE OUTSIDE TRAVEL LANES WILL ALSO HAVE SPACE FOR SUB TERRAIN AND IN PAVEMENT SYSTEMS THAT CAN ACCOMMODATE CONNECTED VEHICLES (CVS) IN THE FUTURE. GUIDANCE AND COORDINATION WITH CDOT'S CONNECTED AND AUTONOMOUS VEHICLES PROGRAM MANAGER WILL OCCUR AS ADDITIONAL DETAILS ARE MADE AVAILABLE.





# PARCEL A- INFRASTRUCTURE PHASING NARRATIVE

**GENERAL NOTE:**

1. THE PHASING PLANS FOR PUBLIC IMPROVEMENTS SHOWN ON THIS SHEET ARE ILLUSTRATIVE AND ARE INTENDED ONLY TO GUIDE POTENTIAL PHASING OF IMPROVEMENTS THROUGH THE SUBDIVISION AND PUD PROCESS. AT SUCH TIME AS OWNERS SUBMIT A SITE PLAN APPLICATION FOR ANY PARCEL(S), THE SCOPE, NATURE AND EXTENT OF PUBLIC IMPROVEMENTS NECESSARY TO SUPPORT THE DEVELOPMENT PROPOSED ON SUCH PARCEL(S) SHALL BE DETERMINED.

**KEY NOTES:**

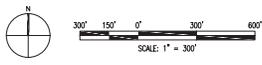
1. STREET A TO BE BUILT WHEN PARCELS A AND B HAVE BEEN DEVELOPED
2. CONSTRUCT INTERIM ROAD TO PROVIDE ACCESS. ACCESS POINT AND FUTURE ROW PHASING TO BE DETERMINED DURING SUBDIVISION AND PUD PROCESS.

**POTENTIAL DEVELOPMENT PROGRAM:**

NEAR-TERM- 700,000 GSF  
 FULL BUILD OUT- 2,500,000 GSF

**LEGEND**

- DEVELOPMENT AREAS
- INTERIM ACCESS ROAD
- NEW ROAD
- PARCEL A
- OPEN SPACE - OTHER LANDS
- TRAIL - HARDSCAPE
- TRAIL - SOFTSCAPE
- (EX) TWO-WAY PROTECTED BIKEWAY
- (EX) MULTI-USE PATH



**TRYBA ARCHITECTS**  
 1620 Logan Street  
 Denver Colorado 80203  
 303.851.4010

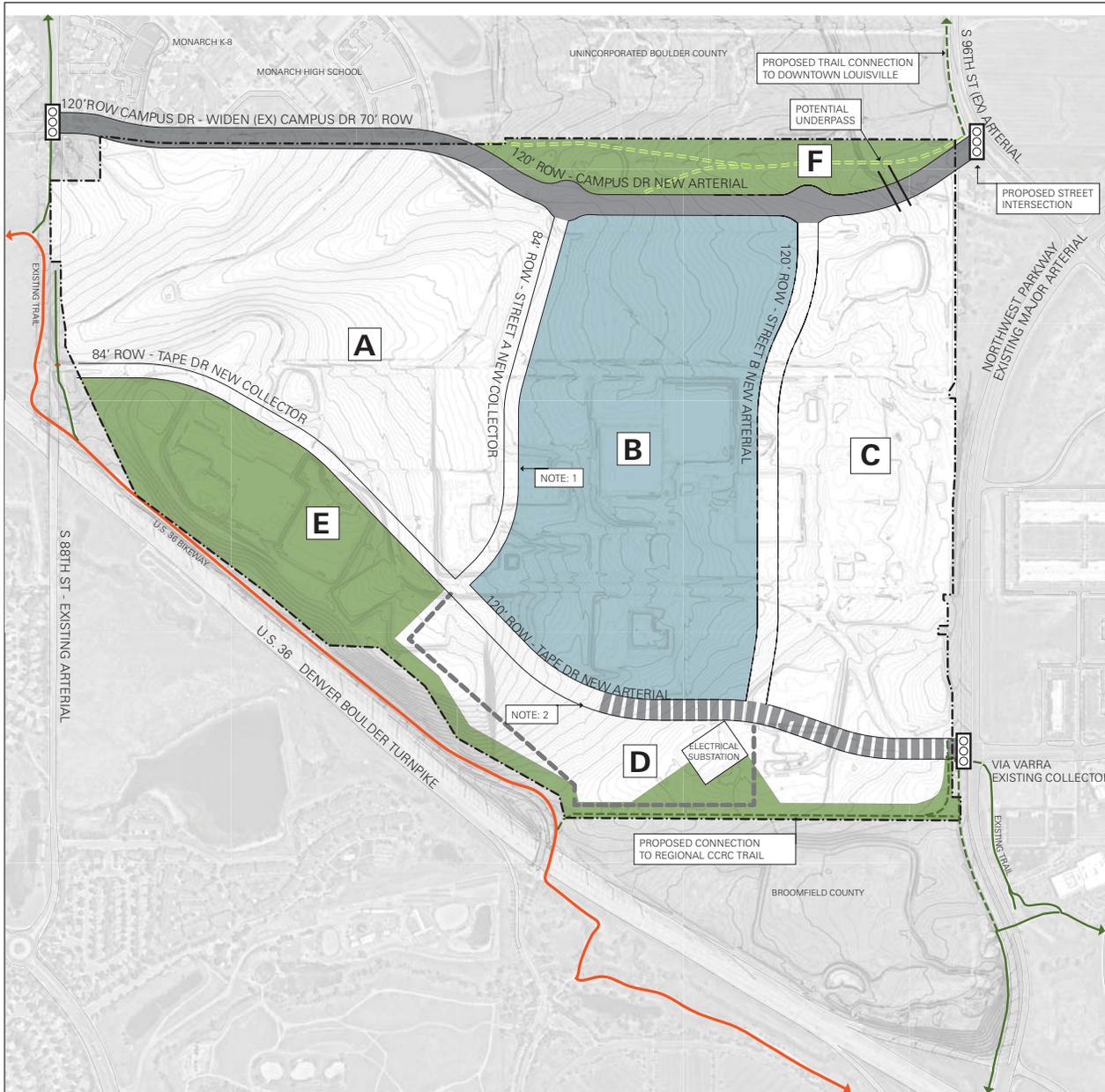


**CONOCOPHILLIPS CAMPUS GENERAL DEVELOPMENT PLAN, 1ST AMENDMENT**  
*Nawatny Ridge*  
 CITY OF LOUISVILLE, BOULDER COUNTY, STATE OF COLORADO  
 2270 SO. 88TH STREET, LOUISVILLE, CO

ISSUED FOR: DATE:  
 GDP SUBMITTAL 10/02/2019

**PARCEL A-  
INFRASTRUCTURE  
PHASING  
NARRATIVE**

PROJECT INFORMATION



# PARCEL B- INFRASTRUCTURE PHASING NARRATIVE

**GENERAL NOTE:**

1. THE PHASING PLANS FOR PUBLIC IMPROVEMENTS SHOWN ON THIS SHEET ARE ILLUSTRATIVE AND ARE INTENDED ONLY TO GUIDE POTENTIAL PHASING OF IMPROVEMENTS THROUGH THE SUBDIVISION AND PUD PROCESS. AT SUCH TIME AS OWNERS SUBMIT A SITE PLAN APPLICATION FOR ANY PARCEL(S), THE SCOPE, NATURE AND EXTENT OF PUBLIC IMPROVEMENTS NECESSARY TO SUPPORT THE DEVELOPMENT PROPOSED ON SUCH PARCEL(S) SHALL BE DETERMINED.

**KEY NOTES:**

1. STREET A TO BE BUILT WHEN PARCELS A AND B HAVE BEEN DEVELOPED
2. CONSTRUCT INTERIM ROAD TO PROVIDE ACCESS. ACCESS POINT AND FUTURE ROW PHASING TO BE DETERMINED DURING SUBDIVISION AND PUD PROCESS.

**POTENTIAL DEVELOPMENT PROGRAM:**

NEAR-TERM- 500,000 GSF  
 FULL BUILD OUT- 500,000 GSF

**LEGEND**

- DEVELOPMENT AREAS
- INTERIM ACCESS ROAD
- NEW ROAD
- PARCEL B
- OPEN SPACE - OTHER LANDS
- TRAIL - HARDSCAPE
- TRAIL - SOFTSCAPE
- (EX) TWO-WAY PROTECTED BIKEWAY
- (EX) MULTI-USE PATH



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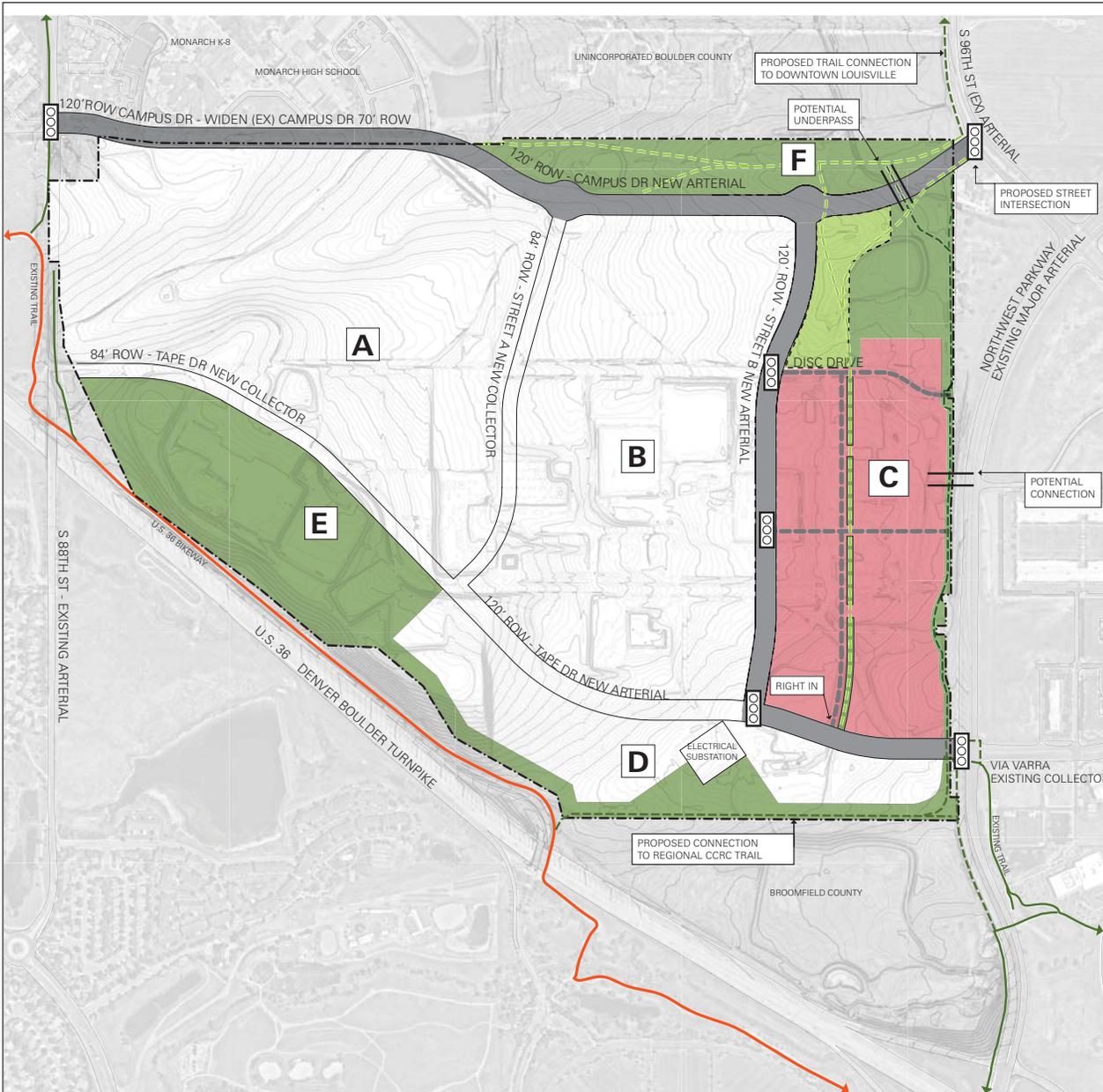


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*Nawatny Ridge*  
 CITY OF LOUISVILLE, BOULDER COUNTY, STATE OF COLORADO  
 2270 SO. 88TH STREET, LOUISVILLE, CO

ISSUED FOR: DATE:  
 GDP SUBMITTAL 10/02/2019

**PARCEL B-  
 INFRASTRUCTURE  
 PHASING  
 NARRATIVE**

PROJECT INFORMATION



# PARCEL C- INFRASTRUCTURE PHASING NARRATIVE

**GENERAL NOTE:**

1. THE PHASING PLANS FOR PUBLIC IMPROVEMENTS SHOWN ON THIS SHEET ARE ILLUSTRATIVE AND ARE INTENDED ONLY TO GUIDE POTENTIAL PHASING OF IMPROVEMENTS THROUGH THE SUBDIVISION AND PUD PROCESS. AT SUCH TIME AS OWNERS SUBMIT A SITE PLAN APPLICATION FOR ANY PARCEL(S), THE SCOPE, NATURE AND EXTENT OF PUBLIC IMPROVEMENTS NECESSARY TO SUPPORT THE DEVELOPMENT PROPOSED ON SUCH PARCEL(S) SHALL BE DETERMINED.

**POTENTIAL DEVELOPMENT PROGRAM:**

NEAR-TERM- 600,000 GSF  
 FULL BUILD OUT- 2,210,000 GSF

**LEGEND**

- DEVELOPMENT AREAS
- NEW ROADS
- POTENTIAL LOCAL STREET
- PARCEL C
- OPEN SPACE - OTHER LANDS
- PARKS
- TRAIL - HARDSCAPE
- TRAIL - SOFTSCAPE
- (EX) TWO-WAY PROTECTED BIKEWAY
- (EX) MULTI-USE PATH



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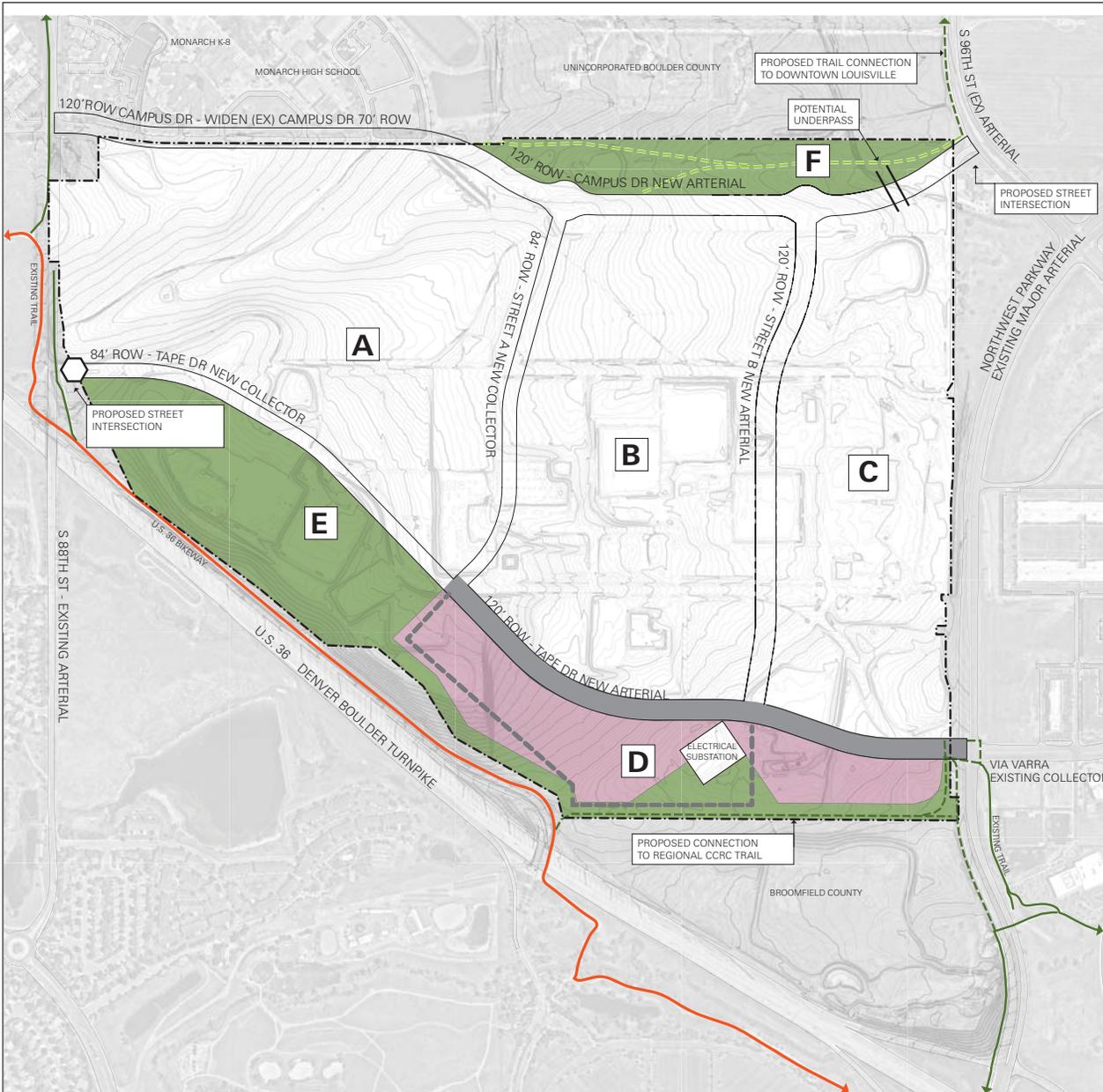


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 2270 SO. 88TH STREET, LOUISVILLE, CO

ISSUED FOR: DATE:  
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**PARCEL C-  
 INFRASTRUCTURE  
 PHASING  
 NARRATIVE**

PROJECT INFORMATION



# PARCEL D- INFRASTRUCTURE PHASING NARRATIVE

**GENERAL NOTE:**

1. THE PHASING PLANS FOR PUBLIC IMPROVEMENTS SHOWN ON THIS SHEET ARE ILLUSTRATIVE AND ARE INTENDED ONLY TO GUIDE POTENTIAL PHASING OF IMPROVEMENTS THROUGH THE SUBDIVISION AND PUD PROCESS. AT SUCH TIME AS OWNERS SUBMIT A SITE PLAN APPLICATION FOR ANY PARCEL(S), THE SCOPE, NATURE AND EXTENT OF PUBLIC IMPROVEMENTS NECESSARY TO SUPPORT THE DEVELOPMENT PROPOSED ON SUCH PARCEL(S) SHALL BE DETERMINED.

**POTENTIAL DEVELOPMENT PROGRAM:**

NEAR TERM- 300,000 GSF  
FULL BUILD OUT- 1,190,000 GSF

**LEGEND**

- DEVELOPMENT AREAS
- NEW ROAD
- POTENTIAL LOCAL STREET
- PARCEL D
- OPEN SPACE - OTHER LANDS
- TRAIL - HARDSCAPE
- TRAIL - SOFTSCAPE
- (EX) TWO-WAY PROTECTED BIKEWAY
- (EX) MULTI-USE PATH



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1620 Logan Street  
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*Nawatny Ridge*  
CITY OF LOUISVILLE, BOULDER COUNTY, STATE OF COLORADO  
2270 SO. 88TH STREET, LOUISVILLE, CO

ISSUED FOR: DATE:  
GDP SUBMITTAL 10/02/2019

**PARCEL D-  
INFRASTRUCTURE  
PHASING  
NARRATIVE**

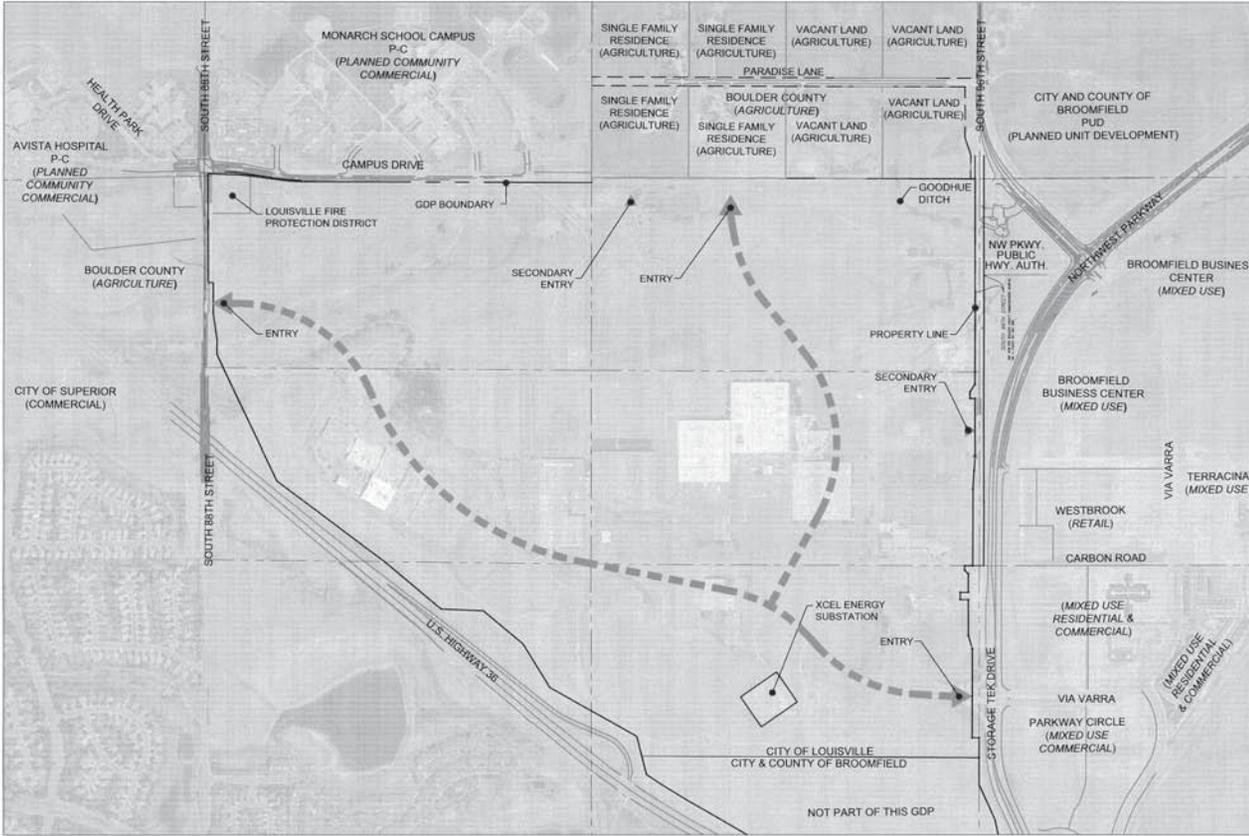
PROJECT INFORMATION

# CONOCOPHILLIPS CAMPUS

## GENERAL DEVELOPMENT PLAN

A PART OF THE SOUTH HALF OF SECTION 20, THE NORTH HALF OF SECTION 29,  
 TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.

SHEET 1 OF 1



GENERAL DEVELOPMENT PLAN



### CERTIFICATIONS/SIGNATURE BLOCKS

**CITY COUNCIL CERTIFICATION:**

APPROVED THIS 16 DAY OF APRIL 2010 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.  
 RESOLUTION NO. 569, SERIES 2010  
 MAYOR SIGNATURE: *Heena Taura*  
 CITY CLERK SIGNATURE: *Heena Taura*



**PLANNING COMMISSION CERTIFICATION:**

APPROVED THIS 22 DAY OF FEBRUARY 2010 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.  
 RESOLUTION NO. 3, SERIES 2010

**CLERK AND RECORDER CERTIFICATE - COUNTY OF BOULDER, STATE OF COLORADO:**

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 8:53 O'CLOCK, A.M. THIS 30 DAY OF JULY 2010 AND IS RECORDED IN PLAN FILE # 115, PAGE 1, FILE NO. 3000719, RECEPTION 3000719.  
 CLERK AND RECORDER: *Julian Olvera*

**LOUISVILLE FIRE PROTECTION DISTRICT SIGNATURE BLOCK:**

WITNESS OUR HANDS AND SEALS THIS 20 DAY OF MAY 2010.  
 OWNER: *John R. ...*  
 LOUISVILLE FIRE PROTECTION DISTRICT REPRESENTATIVE: *John J. Schwab*

**OWNERSHIP SIGNATURE BLOCK:**

BY SIGNING THIS GOP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH IN THIS ...  
 THIS 16 DAY OF MAY 2010.  
 OWNER: CONOCOPHILLIPS COMPANY, A DELAWARE CORPORATION.  
 SIGNATURE: *Mark R. Headley*  
 TITLE: *Attorney-In-Fact*  
 NOTARIAL AND SIGNATURE: *Carolyn Reeder*  
 MY COMMISSION EXPIRES: *May 2013*

### GENERAL NOTES:

1. DEVELOPMENT SHALL CONFORM AND BE CONSISTENT WITH THE LOUISVILLE MUNICIPAL CODE AND THE COMMERCIAL DEVELOPMENT PLAN STANDARDS AND GUIDELINES UNLESS OTHERWISE WAIVED OR MODIFIED BY THE CITY COUNCIL THROUGH THE PUD DEVELOPMENT PLAN PROCESS.
2. THE CAMPUS SECURITY BOUNDARY WILL NOT EXTEND OUTSIDE OF THE SITE BOUNDARY.
3. TRAFFIC CIRCULATION PATTERNS DEPICTED WITHIN AND ACROSS LOT A REPRESENT INTERNAL PRIVATE DRIVES AND ARE CONCEPTUAL ONLY AND SUBJECT TO MODIFICATION.
4. EXISTING FREE STANDING CMRS FACILITIES WITHIN LOT A SHALL CONSTITUTE A PERMISSIBLE NON-COMFORMING USE.
5. PUBLIC LAND DEDICATION OF AT LEAST 10% SHALL COMPLY WITH SECTION 16.10.008 OF THE LOUISVILLE MUNICIPAL CODE.

### SITE INFORMATION

GROSS DEVELOPABLE AREA (PUD BOUNDARY)	391.719 ACRES (MAXIMUM 0.15 F.A.R.)
ZONING	PLANNED COMMUNITY ZONED DISTRICT (PCZD) - COMMERCIAL WITH PUD-C OVERLAY
PLANNED ACCESS	NORTHWEST PARKWAY, CAMPUS DRIVE, SOUTH 88TH STREET

### PERMITTED USES

PERMITTED USE	COMMENTS / REMARKS	PARKING REQUIREMENTS
PROFESSIONAL, BUSINESS AND ADMINISTRATIVE OFFICES	-	4 / 1,000 S.F.
EDUCATIONAL AND TRAINING FACILITIES	MEETING ROOMS AND SOCIAL SPACE FOR EMPLOYEES AND VISITORS	0.9/1000 S.F.
PRIVATE SHORT TERM LODGING FOR CONOCOPHILLIPS EMPLOYEES AND GUESTS	OVERNIGHT ACCOMMODATIONS FOR EMPLOYEES/VISITORS	0.5 / ROOM
PEDESTRIAN PLAZAS AND PEDESTRIAN WAYS	-	-
PRIVATE, NONCOMMERCIAL, RECREATIONAL AND SOCIAL FACILITIES	-	1 / 1,000 S.F.
PARKING LOTS AND PARKING BUILDINGS	SURFACE AND STRUCTURED PARKING	-
CAMPUS ORIENTED CHILD CARE CENTER	PRIVATE CHILD CARE FOR EMPLOYEES	1.5 SPACES PER TEACHER PLUS ONE SPACE PER ADMINISTRATIVE EMPLOYEE
RESEARCH OFFICE AND CORPORATE USES AND FACILITIES FOR THE RESEARCH DEVELOPMENT, MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCTS	-	1.25 / 1,000 S.F.
BUILDING MOUNTED CMRS FACILITIES	-	-
CAMPUS ORIENTED FOOD SERVICE	RESTAURANTS, CAFETERIA, OR CAFES FOR USE BY EMPLOYEES/VISITORS INTEGRATED THROUGHOUT THE CAMPUS	-
COMMERCIAL USES, INCLUDING BUT NOT LIMITED TO BUILDING CONSTRUCTION EQUIPMENT YARDS, TRANSPORTATION CENTERS AND SERVICES, MANUFACTURING, AND STORAGE FACILITIES	STORAGE OF MATERIALS IN SUPPORT OF THE CAMPUS RESEARCH AND DEVELOPMENT FACILITY, HELPAD (SPECIAL REVIEW USE)	1 / 1,000 S.F.
PRIVATE UTILITY USES	TO ALLOW THE EXISTING SANITARY LIFT STATION POTENTIAL SURFACE GAS EXCHANGE FIELD, SOLAR PANELS, BUILDING MOUNTED WIND POWERED ELECTRICAL GENERATION FACILITIES, AND CENTRAL MECHANICAL, ELECTRICAL, AND PLUMBING FACILITY	-
OTHER USES AS ESTABLISHED BY THE CITY COUNCIL AS LONG AS THEY ARE SPECIFICALLY COMPATIBLE FOR COMMERCIAL AND OFFICE PLANNING USES	-	-

### YARD AND BULK REQUIREMENTS

1. MAXIMUM BUILDING HEIGHTS PROPOSED ON THE PUD DEVELOPMENT PLAN EXCEED LIMITATIONS SET FORTH IN THE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES (CDGD). BUILDING HEIGHTS ARE EXPECTED TO RANGE FROM 30' IN SOME AREAS, TO 80' OR 90' IN OTHER AREAS. PROPOSED MAXIMUM BUILDING HEIGHTS IN EXCESS OF CROSS REQUIREMENTS REQUIRE CITY COUNCIL APPROVAL EITHER BY SPONSORED VESTING AGREEMENT OR THROUGH THE PUD DEVELOPMENT PLAN REVIEW PROCESS, AND ARE NOT APPROVED BY THIS GOP.
- MINIMUM BUILDING SETBACKS (FOR BUILDING FOOTPRINTS LESS THAN OR EQUAL TO 30,000 GROSS SQUARE FEET)
- |                        |       |
|------------------------|-------|
| STREET R.O.W. LINE     | 30 FT |
| ARTERIAL STREET        | 20 FT |
| COLLECTOR STREET       | 10 FT |
| INTERNAL/PRIVATE DRIVE | 10 FT |
- (FOR BUILDING FOOTPRINTS GREATER THAN OR EQUAL TO 30,000 GROSS SQUARE FEET)
- |                        |       |
|------------------------|-------|
| STREET R.O.W. LINE     | 50 FT |
| ARTERIAL STREET        | 40 FT |
| COLLECTOR STREET       | 30 FT |
| INTERNAL/PRIVATE DRIVE | 10 FT |
- MINIMUM PARKING SETBACKS (FROM ALL PRORATED PROPERTY LINES OR RIGHTS-OF-WAYS)
- |                                    |       |
|------------------------------------|-------|
| PROPERTY LINES ADJACENT TO U.S. 36 | 40 FT |
| ARTERIAL STREET R.O.W.             | 35 FT |
| COLLECTOR STREET R.O.W.            | 25 FT |
| INTERNAL/COMMON PROPERTY BOUNDARY  | 10 FT |



2186 E 17TH AVENUE  
 DENVER, CO 80202 USA  
 P: +1 303 432 1712  
 F: +1 303 432 1713



7901 E. Bellview Avenue  
 Suite 150  
 Englewood, CO 80111  
 Tel: (720) 442-9524  
 Fax: (720) 442-9546



David, Boyd & Co.  
 Engineers/Surveyors  
 1800 34th Street  
 Boulder, CO 80501  
 Tel: (303) 442-4318  
 Fax: (303) 442-4313

CONOCOPHILLIPS CAMPUS  
 2270 SO. 88TH STREET  
 LOUISVILLE, CO

### GENERAL DEVELOPMENT PLAN

DATE:	
CITY:	
FILE #:	
SHEET NUMBER:	

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Boulder County Clerk, CO AG

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COUNTY COMMISSIONERS' OFFICE

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**INTERGOVERNMENTAL AGREEMENT  
U.S. 36 CORRIDOR COMPREHENSIVE DEVELOPMENT PLAN**

This Intergovernmental Agreement by, between and among the city of Boulder, a Colorado home rule city (Boulder), the City of Louisville, a Colorado statutory city (Louisville); the Town of Superior, a Colorado statutory town (Superior)(hereinafter, collectively, the "Municipal Parties"); and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (collectively the "Parties") is made to be effective on the 20th day of June, 2000.

WITNESSETH:

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

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

WHEREAS, the prohibition of rezoning or other discretionary land use approvals by Boulder County and of annexation or development by Boulder, Louisville, or Superior, of certain lands within the Plan Area, is intended to preclude increased development and urban sprawl which would obliterate the boundaries of Boulder, Louisville, or Superior, and would, if permitted in the unincorporated area, require the provision of urban services by Boulder County, in contravention of provisions of the Boulder County Comprehensive Plan; and

WHEREAS, the parcels designated Rural Preservation do not currently have City utility services, and the Municipal Parties are not currently capable of providing such services to development on such parcels; and

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

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

RCB



WHEREAS, with respect to the rezoning and other land use regulatory actions required pursuant to this Agreement, the Parties find that U.S. 36 serves as a major thoroughway in Boulder County; that, due to the level of development activity in the corridor in recent years, U.S. 36 has become more congested, and is projected to become more congested in the next few years, to the point where such highway will not provide the transportation accessibility required, and may not then be functioning at an acceptable level of service; and

WHEREAS, it is essential that further development in the U.S. 36 corridor be limited, so that traffic-generating uses in the valley do not further exacerbate the congestion of the highway and surrounding transportation infrastructure, and so that future transportation improvements can return the highway to an acceptable level of service; and

WHEREAS, with respect to the annexation provisions herein, the Parties declare that the Rural Preservation and City Influence Area designations and land use regulations contained in this Agreement affect the future development of each municipality. Consistent with the municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement, including specifically the annexation and utility service portions hereof, is intended to encourage the natural and well-ordered future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom; to extend the government, services, and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas; to simplify the governmental structure of the affected areas; to reduce and avoid, where possible, friction between the Parties; and to promote the economic viability of the Parties; and

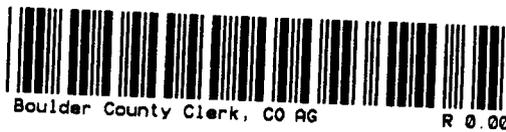
WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; part 1 of article 12 of title 31; and parts 2 and 3 of article 23 of title 31, C.R.S., as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

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

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

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

1. **U.S. 36 CORRIDOR COMPREHENSIVE DEVELOPMENT PLAN.** T h i s



Agreement, including Development Limitations (both text and map portions) attached hereto as Exhibit A, is adopted by the Parties as the U.S. 36 Corridor Comprehensive Development Plan (the "Plan") governing the Plan Area.

**2. CONTROLLING REGULATIONS.** Restrictions on use and development of lands within the Plan Area, as provided in Exhibit A, shall control and supersede local regulations of the Regulatory Party to the extent they conflict. For purposes of this Plan, the "Regulatory Party" is that Party having regulatory jurisdiction over the subject property at the relevant time. No Party shall agree with any landowner or other person or entity interested in any parcel within the Plan Area to allow any use or development which does not comply with the Plan without first obtaining a Plan Amendment as set forth herein.

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

2.2 To the extent this Plan is silent as to a particular land use matter, existing local land use regulations of the Regulatory Party having jurisdiction over the property, as amended from time to time, shall control.

**3. RURAL PRESERVATION AREA.** Boulder, Louisville, and Superior each agree that they will immediately disclose to the other any and all instances in which they have received an annexation petition from landowners in the Rural Preservation Area seeking annexation. Further, Boulder, Louisville, and Superior each commit that they are not currently pursuing any annexations within the Rural Preservation Area.

3.1 The Map portion of Exhibit A shows certain lands within the Plan Area which are designated "Rural Preservation Area". These lands are intended to remain within the unincorporated area of Boulder County, subject to Boulder County's land use regulatory jurisdiction as limited in the text portion of Exhibit A. Boulder, Louisville, and Superior each agree that none of them will initiate nor approve an annexation of any portion of any of the lands shown as "Rural Preservation Area" on the Map portion of Exhibit A without first obtaining approval of a Plan Amendment as provided for herein.

3.2 By authorizing the execution of this Agreement, the City Councils of Boulder and Louisville, and the Town Board of Superior, each respectively finds and declares that there is no community of interest between the lands designated "Rural Preservation Area" on the Map portion of this Plan with their respective jurisdictions, that none of these lands is urban nor is likely to urbanize within the term of this Plan, and that none of these lands is currently integrated with, nor for the term of this Plan will any of them be capable of being integrated with their respective jurisdictions.

**4. CITY INFLUENCE AREA PARCELS.**

4.1 The Map portion of this Plan identifies areas currently located within unincorporated Boulder County which may in the future be annexed to the one of the city or town



Parties, as denoted by the "Influence Area" designation. Nothing in this section or the Plan is intended to require such city or town to annex such area. However, the Municipal Parties agree that, if such area is to be annexed to or is to be provided water or sewer service by a municipality during the term of this Agreement, such area will be annexed to and/or will be so served by the city or town whose Influence Area the map indicates for such parcel, and not by any of the other city or town Parties. By authorizing the execution of this Agreement, each city council and town board finds and declares that the community of interest in the Influence Areas so designated on the Map portion of this Plan is, or for the term of this Plan, will be, with the city or town whose Influence Area the map indicates for such parcels, and not with any other city or town.

4.2 Until and unless annexed, Boulder County shall enforce its "Areas and Activities of State Interest" regulations upon any parcels identified as within the Influence Area of any city or town Party, and shall not grant a permit for development pursuant to such regulations unless such permit has been approved by the city or town whose Influence Area the map indicates for such parcel(s).

4.3 Boulder County agrees that, for purposes of the Municipal Annexation Act, there is, or for the term of this Plan, will be, a community of interest in the parcels designated as city or town influence areas on the Map portion of this Plan with the respectively designated city or town, and Boulder County will not object to annexation of such areas by such city or town.

4.4 No Party shall purchase any parcel of land either within the incorporated limits of another Party, nor within the influence area of another Party as designated on the Map portion of this Plan, without the express consent of such other Party.

**5. REFERRALS.** Any application or other proposal for annexation or development on any parcel within that portion of the Plan Area designated Rural Preservation Area as set forth in Exhibit A shall be immediately referred in writing to all Parties, and no action shall be taken thereon by the referring Party until such Parties have had the opportunity to respond concerning the proposal's conformity to this Plan and other land use concerns. To be considered, such responses shall be received within 20 days of date of referral.

**6. AMENDMENTS.** This Plan contains the entire agreement between the Parties. Any proposed amendment of the Plan affecting the jurisdiction over lands or the development regulation of lands must be referred to the Parties by the Regulatory Party, or by any Party seeking to become the Regulatory Party through annexation. Amendment of the Plan shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law. The Regulatory Party shall not approve nor permit any development or change of use of any parcel in the Plan Area by any means, and no Party shall approve any annexation which is inconsistent with this Agreement and Plan until and unless the Plan has been amended so that the proposed development or use of such parcel or its annexation is consistent with the Plan.

**7. SEVERABILITY.** If any portion of this Plan is held by a court in a final, non-appealable decision to be per se invalid or unenforceable as to any Party, the entire Agreement and the Plan shall be terminated, it being the understanding and intent of the Parties that every portion

of the Agreement and Plan is essential to and not severable from the remainder.

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

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

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

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

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

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

**12. TERM AND EFFECTIVE DATE.** This Agreement shall become effective upon signature of an authorized representative of the governing bodies of the Parties. Except as provided herein, this Agreement shall remain in effect for a period of thirty (30) years from the effective date, unless terminated prior thereto by agreement of all the Parties or pursuant to the terms of section 7 above.

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

ENTITY:

City of Boulder

REPRESENTATIVES:

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



City of Louisville

City Administrator  
749 Main St.  
Louisville, CO 80027

Town of Superior

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

County of Boulder

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

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

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

**CITY OF BOULDER**

By:   
Will Toor, Mayor

7/20/00  
Date

ATTEST:

APPROVED AS TO FORM:

*Deputy*  
  
City Clerk

Joseph N. deRaismes, III, City Attorney

**CITY OF LOUISVILLE**

By:   
Thomas Davidson, Mayor

8/28/00  
Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

Samuel J. Light, City Attorney



TOWN OF SUPERIOR

By: *Susan Spence* 8/21/00  
Susan Spence, Mayor Date

ATTEST

APPROVED AS TO FORM

*Deborah L. Hardie*  
Town Clerk

*Kathleen E. Haddock*  
Kathleen Haddock, Town Attorney

COUNTY OF BOULDER  
BY: BOARD OF COUNTY COMMISSIONERS

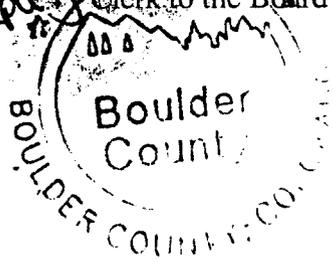
By: *Ronald K. Stewart* 5/30/00  
Ronald K. Stewart, Chair Date

ATTEST:

APPROVED AS TO FORM:

*Michael Ryder*  
Deputy Clerk to the Board

*H. Lawrence Hoyt*  
H. Lawrence Hoyt, County Attorney





**EXHIBIT A**  
(text portion)

**U.S. 36 CORRIDOR IGA  
COMPREHENSIVE DEVELOPMENT PLAN**

**1. INTRODUCTION.**

- 1.1 ADOPTION: This Comprehensive Development Plan (hereinafter “CDP”) has been jointly developed and adopted by the Parties, and is entered into by Intergovernmental Agreement of said entities.
- 1.2 PARCEL DEVELOPMENT RESTRICTIONS: These Development Limitations are intended to provide specific land use and development restrictions governing the “Rural Preservation Area” parcels located within the Plan Area, the boundaries of which are set forth on the attached Map.

**2. DEFINITIONS.**

- 2.1 DEVELOPMENT: Construction or establishment of structures, parking areas, and/or surfaced vehicular roadways , or establishment of new land uses.
- 2.2 PLAN AREA: Lands included within the boundaries of the designated Plan Area as set forth on the Map, including right-of-way, setback areas, and parcels subject to the Plan’s Development Limitations.
- 2.3 STRUCTURE: Anything which is built or constructed, including but not limited to an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, but excluding fences, retaining walls not over 6 feet in height, and buried utility lines.

**3. DEVELOPMENT LIMITATIONS ON RURAL PRESERVATION AREA PARCELS.**

- 3.1 For parcels designated Rural Preservation Area on the Map, those existing uses of such parcels which conform to Boulder County’s regulations, or which are legally nonconforming, shall be permitted to continue, either as legal or legal nonconforming uses. No density increase beyond the limits currently permissible under the Boulder County Land Use Code shall be approved for any such parcel, nor shall any such parcel be annexed to any Municipal Party, unless the same is approved through the Plan amendment procedure set forth in Section 6 of the Intergovernmental Agreement adopting this Plan.
- 3.2 Pursuant to regulations in the Boulder County Land Use Code as it may exist from time to time, parcels within the Rural Preservation Area may be “sending parcels” for purposes of transferring development rights (TDRs). However, such parcels shall not serve as “receiving parcels” without amendment of this Agreement. TDR units shall not be “sent” from parcels designated in this Agreement as Rural Preservation Area to be located upon a receiving site within the adopted comprehensive plan area of a Municipal Party without the consent of the interested Party or Parties.



- 3.3 Development on parcels for which “vested rights” for further development have been acquired through an estoppel against Boulder County precluding the prohibition of such development established by a final, non-appealable court judgment in a proceeding of which the other Parties have been given timely notice and the opportunity to join or intervene shall be permitted to the extent such development is in conformance with the rights so acquired and occurs within the vested period. Boulder County certifies that it is not aware of any such vested rights currently existing for Rural Preservation parcels within the Plan Area.
- 3.4 Establishment of uses and development in conformance with the zoning (including but not limited to approved PUD plans) and other land use and development regulations applicable to the property on the effective date of this Plan shall be permitted, where such uses or development continue to be permitted under the provisions of the Boulder County Land Use Code at the time at which they are sought to be established. Permission for such development shall be processed through the normal procedures otherwise established by Boulder County.
- 3.5 Approval by Boulder County of an NUPUD with residential density no greater than 2 units per 35 acres upon such lands is permitted pursuant to the regulations generally applicable therefor , and such approval is not for purposes of these Development Limitations an increase in density.
- 3.6 Any proposed use or development of any portion of the parcels designated Rural Preservation Area shall conform to the provisions of this Plan, or, if nonconforming, shall require amendment of the Plan in the manner provided in the Intergovernmental Agreement adopting this Plan. The Regulatory Party shall not approve any proposed rezoning, subdivision, special use or other regulatory process, or amendment of modification of any existing zoning, PUD, special or conditional use, or subdivision plat, or issuance of a building permit, or proposed annexation, whether or not coupled with any such regulatory process, for any lands designated Rural Preservation Area unless such action conforms with the Plan, or with an approved amendment thereof.
- 3.7 Specific Parcel Provision: The Rural Preservation parcels located west of S. 88<sup>th</sup> St., and north of US 36, adjacent to the City of Louisville’s boundaries, currently owned by Carlson and Scriffany, shall be treated as Louisville Influence Area upon the occurrence of the following event: the fee dedication of land for open space purposes equivalent in size the combined acreage of the parcels and located within ½ mile of the parcels and within the City of Louisville in the US 36 view corridor.

**4. GENERAL PARCELS PROVISIONS.**

- 4.1 It is a goal of the Parties to maximize the setback of structures from the nearest U.S. 36 right-of-way line, and to this end, the Regulatory Party shall, to the extent possible, negotiate to maximize such setbacks.

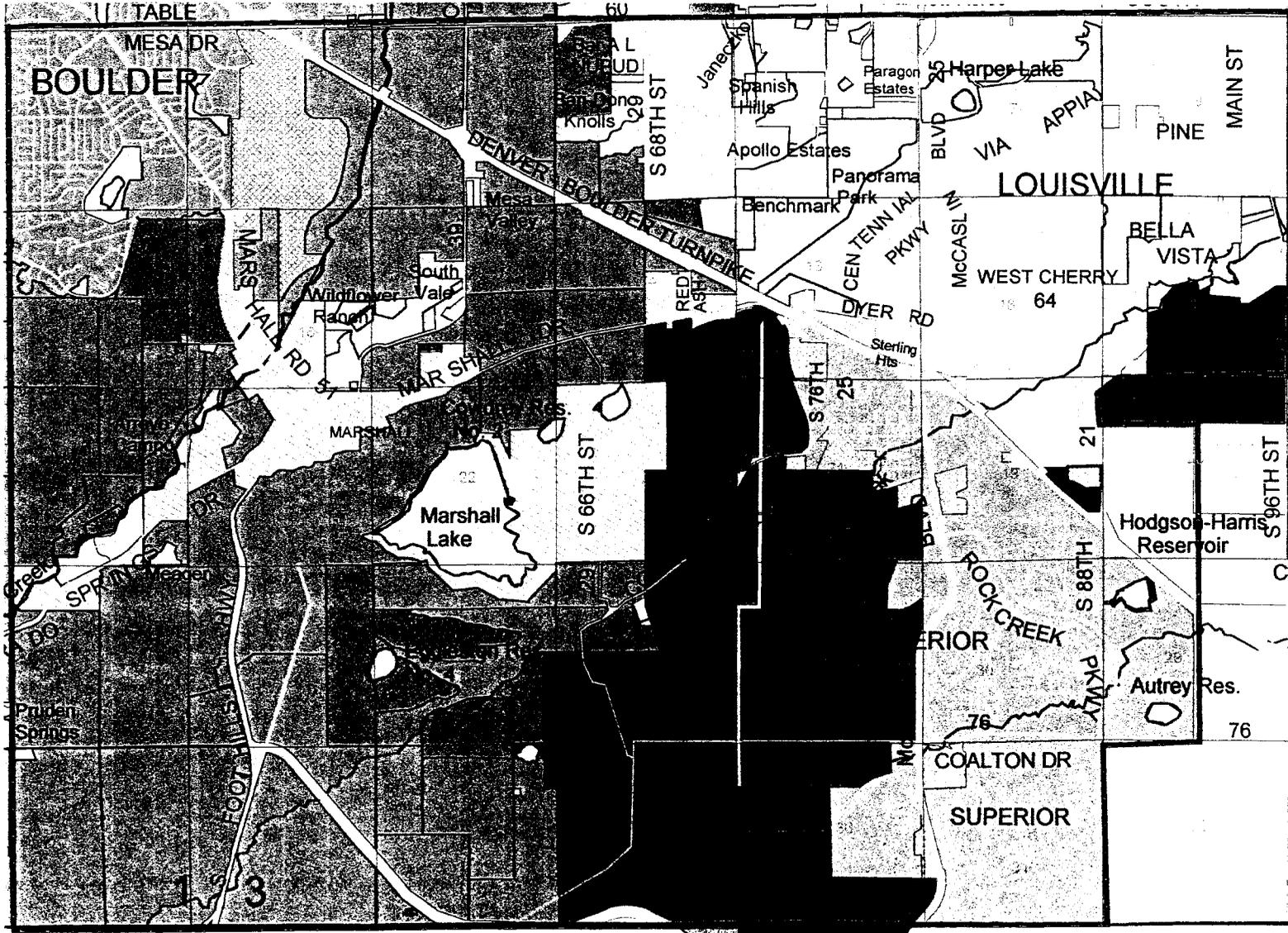
**5. OPEN SPACE ACQUIRED IN RURAL PRESERVATION AREA.**

- 5.1 Any properties within the Plan Area designated as Rural Preservation Area which are



- intended to be acquired as "open space" shall be acquired in fee or by perpetual conservation easement (as defined in §38-30.5-102, C.R.S.) for open space purposes by any one or more of the Parties, to the extent funds are appropriated and made available for such purpose. Whether and the method by which such acquisition will take place, and the terms and conditions of purchase, together with the determination of whether fee title or a perpetual conservation easement will be acquired, shall be at the sole discretion of the acquiring Party(ies).
- 5.2 Upon acquisition of any Rural Preservation parcels shown on Exhibit A, the acquiring Party shall present to its governing body, pursuant to its charter, ordinance or other provisions of law, a request to provide to each of the other Parties an undivided interest in a perpetual conservation easement upon said lands, providing for restrictions on development and the use in accordance with the terms of this Plan and the site-specific management plan.
- 5.3 Open space shall serve one or more of the following functions:
- (a) urban shaping between or around municipalities or community service areas and buffer zones between residential and non-residential development;
  - (b) preservation of critical ecosystems, natural areas, scenic vistas and area, fish and wildlife habitat, natural resources and landmarks, and cultural, historical and archaeological areas;
  - (c) linkages and trails, access to public lakes, streams and other usable open space lands, stream corridors and scenic corridors along highways;
  - (d) areas of environmental preservation, designated as areas of concern, generally in multiple ownership, where several different preservation methods (including other governmental bodies' participation or private ownership) may need to be utilized;
  - (e) conservation of natural resources, including but not limited to forest lands, range lands, agricultural land, aquifer recharge areas, and surface water;
  - (f) preservation of land for outdoor recreation areas limited to passive recreational use, including but not limited to hiking, photography or nature studies, and if specifically designated, bicycling, horseback riding, or fishing;
  - (g) underground public facilities, public utility mains, lines; other public facilities may be located thereon where approved by the governing bodies of each of the Parties.
- 5.4 Once acquired, open space may be used only for the above purposes, and shall be used in accordance with a site-specific management plan approved by the governing body of the acquiring Party(ies) after consultation with the other Parties. Until acquisition, such parcels or portions of parcels shall be subject to the Development Limitations set forth in Section 3 of this Plan.
- 5.5 Boulder County shall use its best efforts in good faith to acquire the parcel designated Rural Preservation located west of the U.S. 36 and Marshall Road right-of-way area adjacent to the Superior town limits in Section 13, T1S, R70W, 6<sup>th</sup> PM.

U. S. 36 CORRIDOR  
 COMPREHENSIVE  
 DEVELOPMENT PLAN  
 Exhibit A  
 Legend



- Plan Boundary
- Parcel Specific Provision
- Municipalities**
- Incorporated Areas
- Influence Areas
- Rural Preservation Areas
- Open Space**
- Boulder County Open Space
- Boulder County Conservation Easement
- Joint Ownership Open Space
- City of Boulder Open Space
- City of Boulder Conservation Easement
- City of Boulder Parks
- Louisville Parks and Open Space
- County Subdivisions**
- LOTS
- NUPUD OUTLOTS

TO GOLDEN-11 MILES

TO ARVADA

RECORDERS NOTE:  
 PORTION OF RECORDED DOCUMENT  
 MAY NOT REPRODUCE LEGALLY.

June 20, 2000

0.25 0 0.25 0.5 Miles

This map is for reference purposes only and is not suitable for parcel specific technical drawing. The user is responsible for any and all mistakes. Measurements shown on this map are based on the best available data and are not guaranteed. Boulder County does not warrant the accuracy of the information shown on this map. Boulder County is not responsible for any errors or omissions. Boulder County is not responsible for any damages or losses resulting from the use of this map. Boulder County is not responsible for any claims or liabilities arising from the use of this map. Boulder County is not responsible for any claims or liabilities arising from the use of this map.



5

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
U.S. 36 CORRIDOR COMPREHENSIVE DEVELOPMENT PLAN

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT U.S. 36 CORRIDOR COMPREHENSIVE DEVELOPMENT PLAN ("Amendment") is made and entered into this 9<sup>th</sup> day of April, 2002, by, between and among the City of Boulder, a Colorado home rule city ("Boulder"), the City of Louisville, a Colorado home rule city and formerly a Colorado statutory city ("Louisville"), the Town of Superior, a Colorado statutory town ("Superior"), and the County of Boulder, a body corporate and politic ("Boulder County"), (collectively the "Parties").

RECITALS

WHEREAS, the Parties entered into that Intergovernmental Agreement, U.S. 36 Corridor Comprehensive Plan dated June 20, 2000, (the "IGA");

WHEREAS, the IGA provides that:

The Rural Preservation parcels located west of S. 88<sup>th</sup> Street and north of US 36, adjacent to the City of Louisville's boundaries, currently owned by Carlson and Scriffiny, shall be treated as Louisville Influence Area upon the occurrence of the following event: the fee dedication of land for open space purposes equivalent in size [to] the combined acreage of the parcels and located within 1/2 mile of the parcels and within the City of Louisville in the US 36 view corridor;

WHEREAS, Boulder County has reached an agreement with an owner of the above-referenced Rural Preservation parcels (the "Parcels") providing that the owner shall convey a 3.548 acre tract of the Parcels to Boulder County for open space purposes in exchange for Boulder County's conveyance of a 3.147 acre tract of the County's adjacent open space to the owner;

WHEREAS, the owners of the Parcels have applied to the City of Louisville to annex 9.959 acres of the Parcels and the 3.147 acre tract that the owner will receive as part of the exchange with Boulder County;

WHEREAS, the owner desires that the 9.959 acres of the Parcels be designated Louisville Influence Area, and that the remaining 3.548 acres remain open space; and

WHEREAS, the Parties desire to amend the IGA to allow only a portion of the Parcels to be treated as Louisville Influence Area and to allow the remaining 3.548 acre tract to be treated as Rural Preservation under the IGA.

Rob



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

1. Paragraph 3.7 of Exhibit A (text portion) of the IGA is hereby replaced in its entirety with the following (new terms are capitalized):

3.7 Specific Parcel Provision. The Rural Preservation parcels, OR ANY PORTION THEREOF, located west of S. 88<sup>th</sup> Street and north of US 36, adjacent to the City of Louisville's boundaries, currently owned by Carlson and Scriffiny, shall be treated as Louisville Influence Area upon the occurrence of the following event: the dedication of A FEE OR CONSERVATION EASEMENT INTEREST IN land for open space purposes equivalent in size to the combined acreage of the parcels OR TO SAID PORTION THEREOF, and located within 1/2 mile of the parcels and within the City of Louisville in the US 36 view corridor. ANY PORTION OF THESE RURAL PRESERVATION PARCELS THAT IS IN EXCESS OF THE DEDICATION FOR OPEN SPACE PURPOSES SHALL HEREAFTER BE TREATED AS RURAL PRESERVATION AND SUBJECT TO THE DEVELOPMENT LIMITATIONS ON RURAL PRESERVATION AREA PARCELS SET FORTH BELOW.

2. Pursuant to Paragraph 6 of the IGA, this Amendment shall be effective only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law.

3. All other provisions of the IGA remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above set forth.







CITY OF BOULDER, A Colorado home rule city

By: \_\_\_\_\_, Mayor

Attest:

*Alisa Lewis*  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF BOULDER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, Mayor of the City of Boulder.

( S E A L )

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.



RECEIVED

COUNTY COMMISSIONERS' OFFICE

SEP 01 2010

REC'D BY \_\_\_\_\_

TIME \_\_\_\_\_

**CAMPUS DRIVE AMENDMENT TO SOUTHEAST BOULDER COUNTY, SOUTH 96TH STREET, DILLON ROAD AND US 287 AREA COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT**



08/23/2010 02:05 PM

RF: \$0.00

Boulder County Clerk, CO

03093717 6

Page: 1 of 6

DF: \$0.00

This Campus Drive Amendment to Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement ("Amendment"), by, between and among the City and County of Broomfield ("Broomfield"); the City of Lafayette, a Colorado home rule municipal corporation ("Lafayette"); the City of Louisville, a Colorado home rule municipal corporation ("Louisville") and the County of Boulder, a body corporate and politic of the State of Colorado ("Boulder County"); (collectively the "Parties") is made to be effective on the 13<sup>th</sup> day of JULY, 2010.

WITNESSETH:

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

0-

WHEREAS, the Parties entered into the Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement, as previously amended (the "Plan" or "IGA") to plan for and regulate the use of the lands within the Plan Area through joint adoption of a mutually binding and enforceable comprehensive development plan; and

WHEREAS, Section 4.16 of Exhibit A (Text Portion) of the IGA states that the parcels specifically identified therein (numbered 157520000002, 157520000003, 157520000004, 157520000005, 157520000020, 157520000019, and 157520000007 (now 157520000034), totaling approximately 78 acres in currently unincorporated Boulder County) are designated Rural Preservation Area with future use limited to agriculture and low density residential development; and

WHEREAS, ConocoPhillips Company, a Delaware corporation, the owner of parcels numbered 157520000002, 157520000003, 157520000019 and 157520000007 (now 157520000034), desires to annex to the City of Louisville certain of said parcels subject to Section 4.16 of Exhibit A (Text Portion) of the IGA; and

WHEREAS, ConocoPhillips Company desires to incorporate portions of the parcels annexed into Louisville into its overall plan for redevelopment of the former StorageTek campus; and

WHEREAS, in view thereof, the Parties have determined it is appropriate to amend the Plan to accommodate annexation of certain parcels and to allow certain right-of-way uses addressing potential use of the parcels for right-of-way uses, agriculture, and low density residential

development at residential densities lower than currently contemplated under the Plan; and

WHEREAS, the Plan requires that a regulatory party to the Plan not approve or permit any annexation of Rural Preservation Area or development or change of use of any parcel in the Plan Area by any means in a manner inconsistent with the Agreement until and unless the Plan has been amended so that the proposed annexation, development or use of such parcel is consistent with the Plan; and

WHEREAS, the Parties have determined that it is in the best interests of the citizens of their respective jurisdictions to amend the IGA to permit consideration of applications for Louisville annexation and zoning of certain parcels subject to Section 4.16 of Exhibit A (Text Portion) of the IGA, and to permit approval of such applications if the City Council of the City of Louisville, after completing the processing of the applications and holding the requisite public hearings and in the exercise of its decision-making authority, finds that the applications meet the standards of the Louisville Comprehensive Plan and Louisville Municipal Code, understanding that approval of this Amendment is not a determination by any Party hereto that the application meets such standards; and

WHEREAS, the Parties have held public meetings or hearings after proper public notice for the consideration of entering into this Amendment.

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

1. The Exhibit A (Map Portion) of the IGA is amended to change from "Rural Preservation Area" to "City Preservation Area" the designation shown for the Parcels Numbered 157520000002, 157520000003, 157520000004, 157520000005, 157520000020, 157520000019, and 157520000007 (now 157520000034) (a total of approximately 78 acres) on said Exhibit.

2. Section 4.16 of Exhibit A (Text Portion) of the IGA is amended to read as follows:

4.16

(a) Parcels numbered 157520000002, 157520000003, 157520000004, 157520000005, 157520000020, 157520000019, and 157520000007 (now 157520000034) (a total of approximately 78 acres) on the attached map are currently unincorporated Boulder County and are designated Rural Preservation. The parties agree that Louisville may annex these Parcels in that the community of interest for these parcels is with Louisville for annexation purposes and that, if and when annexed to the City of Louisville, future use shall be as set forth below. Upon annexation, said Parcels are designated City Preservation Area.

(b) If and when parcels 157520000019 and 157520000007 (now 157520000034) (a total of approximately 20 acres) are annexed to the City of

Louisville, future use shall be limited to right-of-way uses, agriculture, and open space, subject to the following:

- (i) no residential units shall be permitted on these parcels;
- (ii) prior to the commencement of development of new right-of-way uses on these parcels, there shall be dedicated by the owner(s) thereof a conservation easement to all IGA parties limiting the use of these parcels to right-of-way uses, agriculture, and open space; and
- (iii) at the time of annexation of these parcels, Louisville shall annex the full length of the existing Paradise Lane right-of-way and the proposed Campus Drive right-of-way. Boulder County hereby consents to annexation by Louisville of said rights-of-way. Right-of-way, agriculture, and open space uses on parcels 157520000019 and 157520000034 may include, without limitation, street and streetscape improvements; pedestrian and bicycle paths and trails; trailhead facilities (including parking, interpretative/education kiosks or similar structures, and accessory picnic and shade structures, provided there are no more than 3,200 square feet of covered structures); fencing; utilities; and entry and gateway signage.

(c) If and when parcels 157520000002 and 157520000003 (a total of approximately 30 acres) are annexed to the City of Louisville, future use shall be limited to right-of-way uses, agriculture, and low density residential development, subject to the following:

- (i) the total, aggregate residential density on Parcel 157520000002 shall not exceed 6 units, which units and any accessory residential buildings/uses shall be clustered together;
- (ii) no residential units shall be permitted on Parcel 157520000003;
- (iii) all existing residential improvements on parcel 157520000003 must be removed prior to the issuance of a building permit for any residential structure on parcel 157520000002;
- (iv) new residential density on parcel 157520000002 may only be approved provided that a perpetual conservation easement granted to all IGA parties and limiting development of said parcel to the density and location limits of this Section 4.16(c) is secured as part of the approval of the new

- density; and
- (v) right-of-way uses may include, without limitation, street and streetscape improvements, pedestrian and bicycle trails and paths, fencing, and utilities.

(d) If and when parcels 157520000004, 157520000005 and 157520000020 (a total of approximately 30 acres) are annexed to the City of Louisville, future use shall be limited to right-of-way uses, agriculture, and low density residential development, subject to the following:

- (i) Louisville agrees to consider approval of residential use on said parcels with a density of no more than 1 unit per 4.5 acres, provided that a perpetual conservation easement granted to all IGA parties and limiting development to no more than 1 unit per 4.5 acres is secured as part of the approval of the new density;
- (ii) within or among such parcels, residential units and any accessory residential buildings/uses may be clustered together; and
- (iii) right-of-way uses may include, without limitation, street and streetscape improvements, pedestrian and bicycle trails and paths, fencing, and utilities.
- (iv) While any such parcel remains unincorporated, Boulder County agrees to consider approval of residential use with a density of no more than 1 unit per 4.5 acres on said parcel(s), provided that a perpetual conservation easement limiting development to no more than 1 unit per 4.5 acres is secured as part of the approval of such additional density.

3. Section 6.7 of Exhibit A (Text Portion) of the IGA is amended as follows: “The city Parties hereby grant their consent to the purchase or other acquisition through any process other than the exercise of eminent domain by Boulder County of any City Preservation parcel or portion thereof for open space purposes.”

4. This Amendment shall be recorded with the County Clerk and Recorder of Boulder County. The provisions of this Amendment shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the lands described in and subject to this Amendment.

5. All other terms and conditions of the IGA shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of

the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

By: [Signature]  
Mayor

8-6-10  
Date

ATTEST:  
**SEAL**  
BROOMFIELD

APPROVED AS TO FORM:  
[Signature]

By: Judith L. Reiser  
City Clerk, Deputy

William A. Tuthill III  
City and County Attorney

CITY OF LAFAYETTE

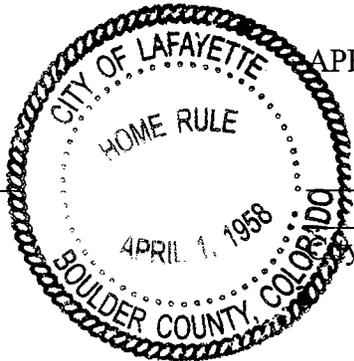
By: [Signature]  
Chris Cameron, Mayor

7-15-10  
Date

ATTEST:

APPROVED AS TO FORM:

By: [Signature]  
City Clerk, Deputy



[Signature]  
City Attorney

CITY OF LOUISVILLE

By: [Signature]  
Charles L. Sisk, Mayor

07/12/10  
Date

ATTEST:

APPROVED AS TO FORM:

By: [Signature]  
City Clerk



[Signature]  
Samuel J. Light  
City Attorney

COUNTY OF BOULDER  
BY: BOARD OF COUNTY COMMISSIONERS

By: Cindy Domenico  
Cindy Domenico, Chair

7/13/10  
Date

By: Ben Pearlman  
Ben Pearlman, Vice Chair

7/13/10  
Date

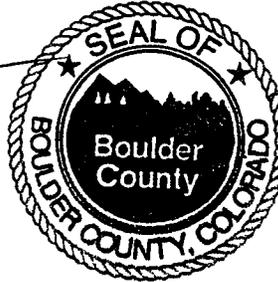
By: Will Toor  
Will Toor, Commissioner

7/13/10  
Date

ATTEST:

APPROVED AS TO FORM:

By: Mike Fydes  
Clerk to the Board



E. Lawrence Hoyt  
E. Lawrence Hoyt  
County Attorney



**9557 PARADISE LANE AMENDMENT TO SOUTHEAST BOULDER COUNTY,  
SOUTH 96TH STREET, DILLON ROAD AND US 287 AREA COMPREHENSIVE  
DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT**

This 9557 Paradise Lane Amendment to Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement (“Amendment”), by, between and among the City and County of Broomfield (“Broomfield”); the City of Lafayette, a Colorado home rule municipal corporation (“Lafayette”); the City of Louisville, a Colorado home rule municipal corporation (“Louisville”) and the County of Boulder, a body corporate and politic of the State of Colorado (“Boulder County”); (collectively the “Parties”) is made to be effective on the 15<sup>th</sup> day of March, 2016.

WITNESSETH:

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

WHEREAS, the Parties entered into the Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement, as previously amended (the “Plan” or “IGA”) to plan for and regulate the use of the lands within the Plan Area through joint adoption of a mutually binding and enforceable comprehensive development plan; and

WHEREAS, the Parties amended the IGA with the Campus Drive Amendment, which modified the map portion of the IGA and Section 4.16 of Exhibit A (Text Portion) of the IGA; and

WHEREAS, the Rock of Panama City, Inc., the owner of parcel number 157520000004, desires to construct a 5000 square foot church on the Southwest corner of the parcel, which use was not specifically addressed in the IGA or the Campus Drive Amendment; and

WHEREAS, the Plan permits the Parties to amend the Plan to ensure that the proposed development or use of a parcel is consistent with the Plan; and

WHEREAS, this change in the IGA is consistent with the Plan’s goals of reducing rural development, buffering, and traffic-reduction; and

WHEREAS, the Parties have determined it is appropriate to amend the Plan to accommodate a church use on the parcel, with amendments to Section 4.16 of Exhibit A (Text Portion) intended to mitigate the impacts of such use upon the objectives of the Plan; and

LOB

WHEREAS, the Parties have held public meetings or hearings after proper public notice to consider entering into this Amendment.

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

1. Section 4.16 of Exhibit A (Text Portion) of the IGA is amended to read as follows:

4.16

(a) Parcels numbered 157520000002, 157520000003, 157520000004, 157520000005, 157520000020, 157520000019, and 157520000007 (now 157520000034) (a total of approximately 78 acres) on the attached map are currently unincorporated Boulder County and are designated Rural Preservation. Future use shall be limited to agriculture and low density residential development as further specified below. The parties agree that Louisville may annex these Parcels in that the community of interest for these parcels is with Louisville for annexation purposes and that, if and when annexed to the City of Louisville, future use shall be as set forth below. Upon annexation, said Parcels are designated City Preservation Area.

(b) If and when parcels 157520000019 and 157520000007 (now 157520000034) (a total of approximately 20 acres) are annexed to the City of Louisville, future use shall be limited to right-of-way uses, agriculture, and open space, subject to the following:

- (i) no residential units shall be permitted on these parcels;
- (ii) prior to the commencement of development of new right-of-way uses on these parcels, there shall be dedicated by the owner(s) thereof a conservation easement to all IGA parties limiting the use of these parcels to right-of-way uses, agriculture, and open space; and
- (iii) at the time of annexation of these parcels, Louisville shall annex the full length of the existing Paradise Lane right-of-way and the proposed Campus Drive right-of-way. Boulder County hereby consents to annexation by Louisville of said rights-of-way. Right-of-way, agriculture, and open space uses on parcels 157520000019 and 157520000034 may include, without limitation, street and streetscape improvements; pedestrian and bicycle paths and trails; trailhead facilities (including parking, interpretative/education kiosks or similar structures, and accessory picnic and shade structures, provided there are no more than 3,200 square feet of covered structures); fencing; utilities; and entry and gateway signage.

(c) If and when parcels 157520000002 and 157520000003 (a total of approximately 30 acres) are annexed to the City of Louisville, future use shall be limited to right-of-way uses, agriculture, and low density residential development, subject to the following:

- (i) the total, aggregate residential density on Parcel 157520000002 shall not exceed 6 units, which units and any accessory residential buildings/uses shall be clustered together;
- (ii) no residential units shall be permitted on Parcel 157520000003;
- (iii) all existing residential improvements on parcel 157520000003 must be removed prior to the issuance of a building permit for any residential structure on parcel 157520000002;
- (iv) new residential density on parcel 157520000002 may only be approved provided that a perpetual conservation easement granted to all IGA parties and limiting development of said parcel to the density and location limits of this Section 4.16(c) is secured as part of the approval of the new density; and
- (v) right-of-way uses may include, without limitation, street and streetscape improvements, pedestrian and bicycle trails and paths, fencing, and utilities.

(d) If and when parcels 157520000004, 157520000005 and 157520000020 (a total of approximately 30 acres) are annexed to the City of Louisville, future use shall be limited to right-of-way uses, agriculture, and low density residential development, subject to the following:

- (i) Louisville agrees to consider approval of residential use on said parcels with a density of no more than 1 unit per 4.5 acres, provided that a perpetual conservation easement granted to all IGA parties and limiting development to no more than 1 unit per 4.5 acres is secured as part of the approval of the new density;
- (ii) within or among such parcels, residential units and any accessory residential buildings/uses may be clustered together; and
- (iii) right-of-way uses may include, without limitation, street and streetscape improvements, pedestrian and bicycle trails and paths, fencing, and utilities.
- (iv) While any such parcel remains unincorporated, Boulder County agrees to consider approval of residential use with a density of no more than 1 unit per 4.5 acres on said parcel(s),

provided that a perpetual conservation easement limiting development to no more than 1 unit per 4.5 acres is secured as part of the approval of such additional density.

- (v) Subject to all required approvals and conditions established by the Boulder County Land Use Code or associated approval process, parcel 157520000004 may be used for the construction and operation of a church, subject also to the following: (i) the building shall be located on the Southwest corner of the parcel; (ii) the building shall be oriented with its narrowest elevation facing east to preserve views through the parcel; (iii) the building and site plan shall incorporate design and landscape features furthering rural and agricultural character while preserving views through the parcel; and (iv) the building(s) on the parcel shall not exceed a total size of 10,000 square feet in the aggregate, which is the current limit under the Boulder County Land Use Code for this type of use on the parcel, while the Plan remains in effect. Upon approval of a church use on parcel 157520000004, the parcel, whether unincorporated or annexed, will no longer be eligible for a density of 1 unit per 4.5 acres.

2. This Amendment shall be recorded with the County Clerk and Recorder of Boulder County. The provisions of this Amendment shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the lands described in and subject to this Amendment.

3. All other terms and conditions of the IGA shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

By: \_\_\_\_\_  
Randy Aherns, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
William A. Tuthill III  
City and County Attorney

development to no more than 1 unit per 4.5 acres is secured as part of the approval of such additional density.

- (v) Subject to all required approvals and conditions established by the Boulder County Land Use Code or associated approval process, parcel 157520000004 may be used for the construction and operation of a church, subject also to the following: (i) the building shall be located on the Southwest corner of the parcel; (ii) the building shall be oriented with its narrowest elevation facing east to preserve views through the parcel; (iii) the building and site plan shall incorporate design and landscape features furthering rural and agricultural character while preserving views through the parcel; and (iv) the building(s) on the parcel shall not exceed a total size of 10,000 square feet in the aggregate, which is the current limit under the Boulder County Land Use Code for this type of use on the parcel, while the Plan remains in effect. Upon approval of a church use on parcel 157520000004, the parcel, whether unincorporated or annexed, will no longer be eligible for a density of 1 unit per 4.5 acres.

2. This Amendment shall be recorded with the County Clerk and Recorder of Boulder County. The provisions of this Amendment shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the lands described in and subject to this Amendment.

3. All other terms and conditions of the IGA shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

By: *Randal E. Ahrens* 3/8/16  
Randal E. Ahrens, Mayor

March 8, 2016  
Date



By: *Judith L. Keiser*  
City and County Clerk, Deputy

APPROVED AS TO FORM:

*William A. Tuthill III*  
William A. Tuthill III  
City and County Attorney

CITY OF LAFAYETTE

By:   
Christine Berg, Mayor

3/15/2016  
Date

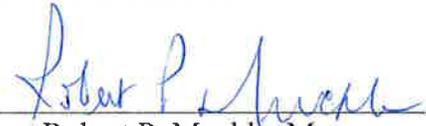
ATTEST:

APPROVED AS TO FORM:

By:   
City Clerk

  
David Williamson  
City Attorney

CITY OF LOUISVILLE

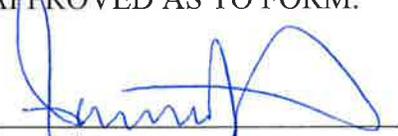
By:   
Robert P. Muckle, Mayor

3-8-16  
Date

ATTEST:

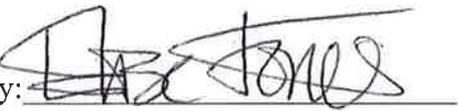
APPROVED AS TO FORM:

By:   
City Clerk

  
Samuel J. Light  
City Attorney

COUNTY OF BOULDER

BY: BOARD OF COUNTY COMMISSIONERS

By:   
Elise Jones, Chair

2/18/16  
Date

By: (Excused)  
Deb Gardner, ~~Vice Chair~~

Date

By:   
Cindy Domenico, Commissioner  
V-c

2/18/16  
Date

ATTEST:

By: Walter Ryder  
Clerk to the Board

APPROVED AS TO FORM:

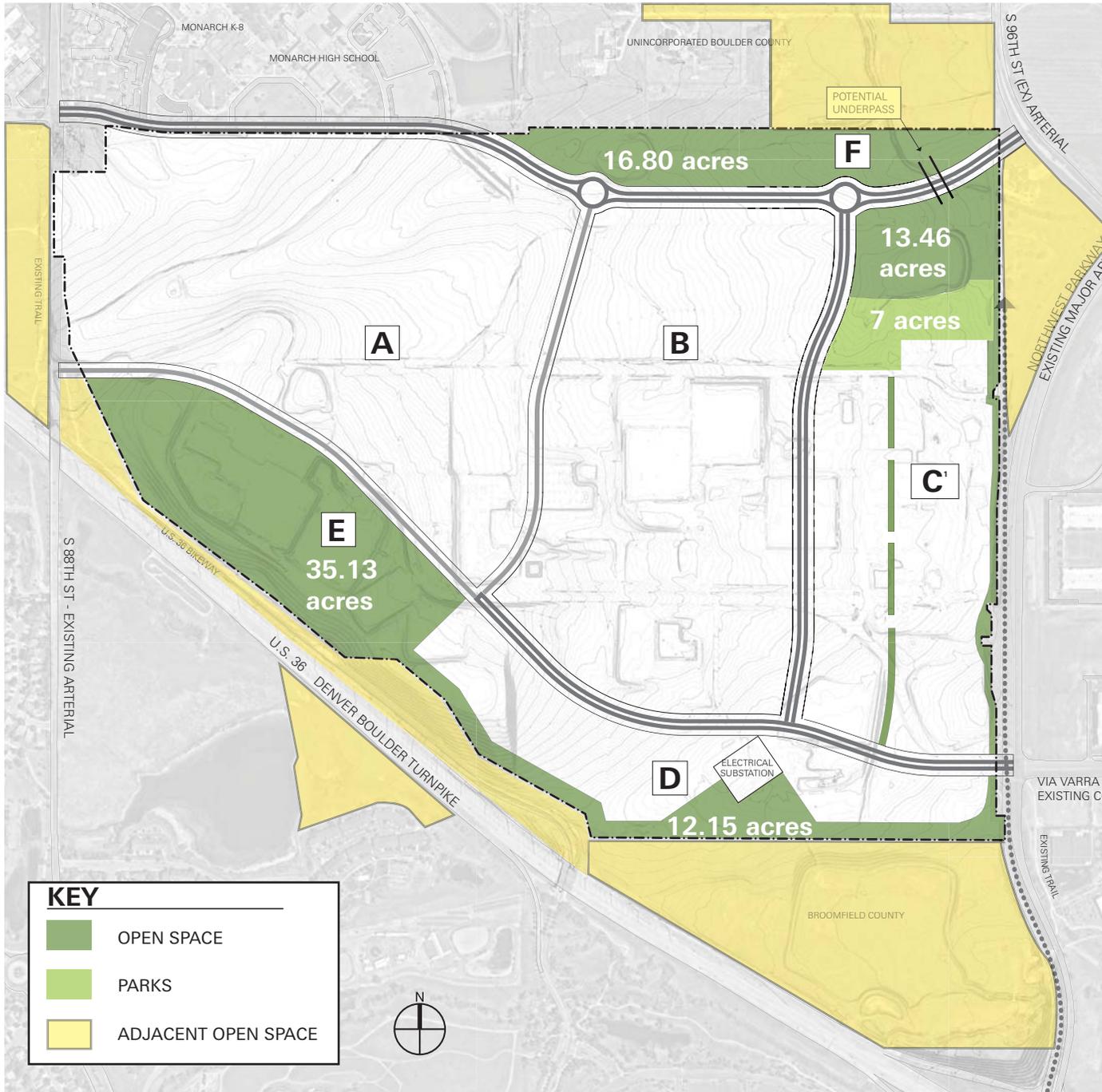
Ben Pearlman  
County Attorney



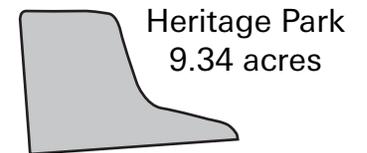
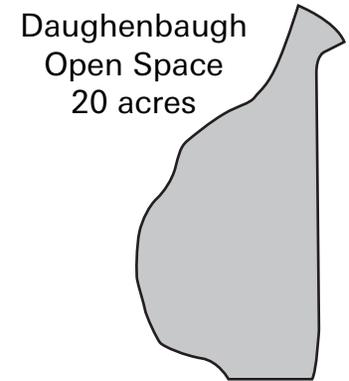
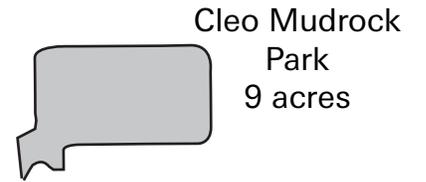
# SITE TOUR ROUTE



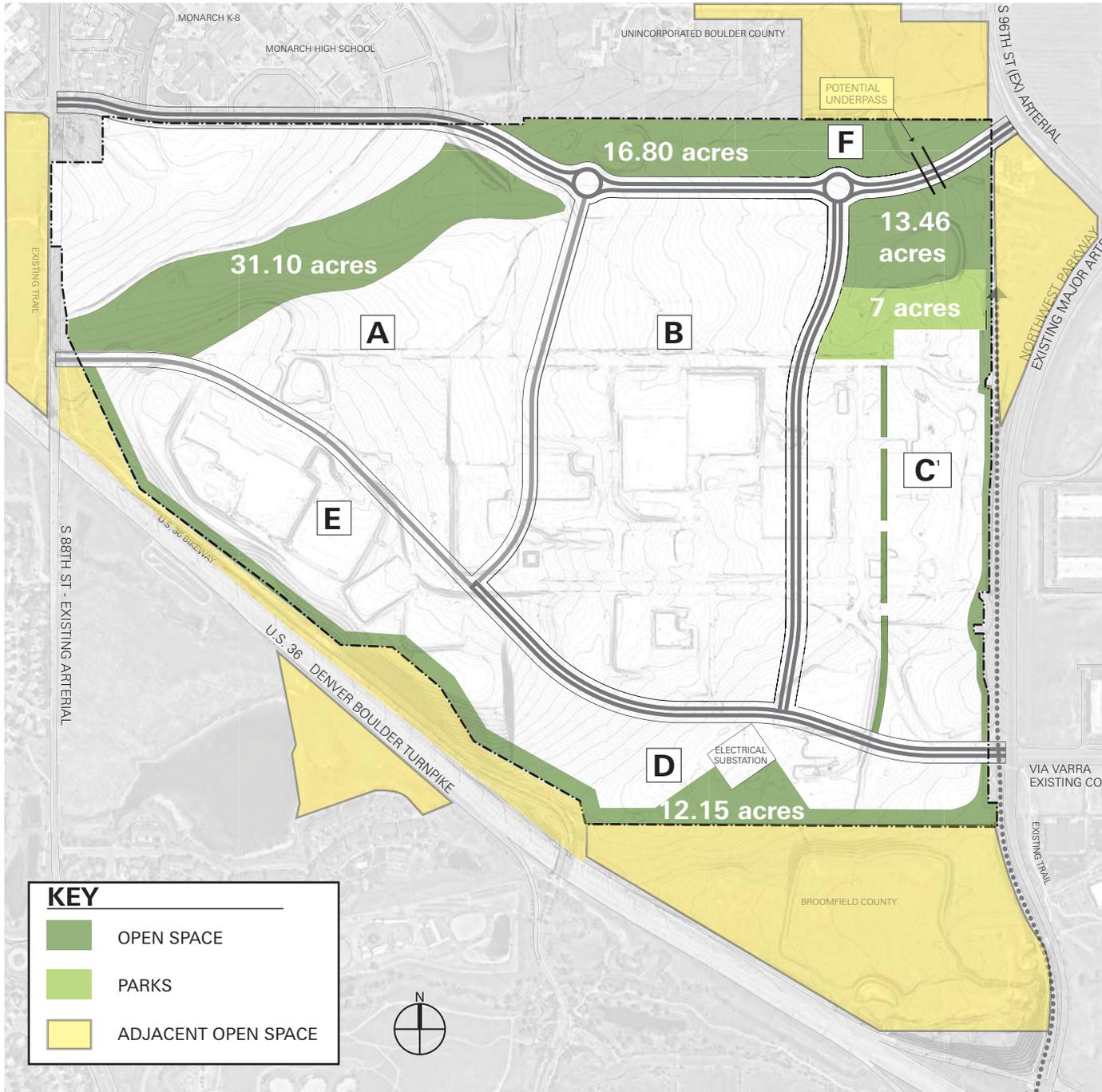
# OPEN SPACE - CURRENT PROPOSAL



## COMPARABLE LOUISVILLE OPEN SPACES AND PARKS



# OPEN SPACE - ALTERNATIVE



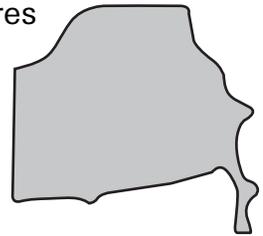
**KEY**

- OPEN SPACE
- PARKS
- ADJACENT OPEN SPACE



## COMPARABLE LOUISVILLE OPEN SPACES AND PARKS

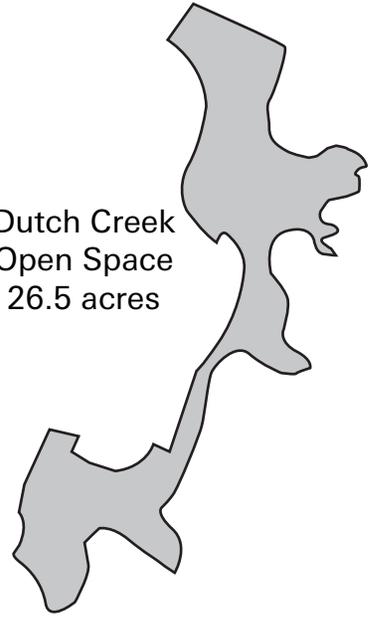
Leon A. Wurl Wildlife Sanctuary  
16 acres



Cottonwood Park  
6 acres



Dutch Creek Open Space  
26.5 acres





# PARK RECREATION



**TOTAL PARK ACREAGE:  
7.0 acres**

## Typical Recreation Sizes

Multi-use Field - 1.3 acres

Dog Park - 1.2 acres

5 Tennis Courts - 1 acre

6 Pickle Ball Courts - 0.30 acres

3 Bocce Courts - 0.20 acres

Shelter - 24'x36'

## Park Orientation Benefits

- Surface runoff from dog park or multi-use field has potential to avoid pond contamination from storm events
- Easy access from mixed-commercial (parking)
- Encourages passive recreation from centralized trail network



1999



2010



2008



2018

