



## INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT LUPTON AND THE CITY OF BRIGHTON REGARDING GROWTH BOUNDARIES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 10th day of March, 2009, by and between THE CITY OF FORT LUPTON, COLORADO ("Ft. Lupton") AND THE CITY OF BRIGHTON, COLORADO ("Brighton").

WHEREAS, the City of Fort Lupton and the City of Brighton find that:

- 1) Growth and development and demands for municipal services exist, and will continue to exist, within the vicinity of the municipalities. In particular, Vestas Blades of America has initiated development in the area and Brighton is providing water and sewer service to the area via infrastructure to be constructed generally in WCR 27, WCR 4 and WCR 6. Fort Lupton is also considering the extension of utility infrastructure in the vicinity of WCR 6 and WCR 27.
- 2) Each municipality has a commitment to orderly growth and quality development; to promoting the economic viability and environmental integrity of their respective communities; to planning the location and timing of activities and development which may result in increased demands for its services; to providing for the efficient development and extension of municipal services, facilities, and regulation; and, to avoid unnecessary duplication of governmental services. To facilitate the immediate provision of utility services in the area, Brighton is annexing certain portions of WCR 27, WCR 4 and WCR 6 into the City of Brighton.
- 3) Cooperation and increased coordination between the municipalities as represented in this Agreement will enhance the ability of the municipalities to achieve their respective and common goals.
- 4) The people of the State of Colorado have authorized municipalities to exercise the powers and to cooperate and contract in the manner set out in the Agreement through Colorado Constitution, Article XIV, Section 18(2)(a), and Article XX.
- 5) The General Assembly of the State of Colorado has authorized and encouraged municipalities to exercise the powers and to cooperate and contract in the matter set out in this Agreement through the enactment of

State Statutes including, but not limited to: C.R.S., as amended, §29-20-101, et seq., and particularly §29-20-105; and §29-1-201, et seq., and §29-1-203; §31-12-101, et seq., Parts 2 and 3 of Article 23 of Title 31; §31-15-708; §31-15-709; and Part 4 of Article 35 of Title 31.

- 6) This Agreement is entered into pursuant to the authority granted by the General Assembly and the people of the State of Colorado, as described above, and the subject matter and agreements contained herein are logical and foreseeable results of the State's enactment of the foregoing statutes and constitutional provisions; and

WHEREAS, Fort Lupton and Brighton desire to maintain the orderly development of certain geographical areas which now are characterized by agricultural, industrial, residential estate, and open space, and to set forth a "Growth Boundary Line" to facilitate said orderly development; and

WHEREAS, in recognition of the foregoing findings, it is appropriate and in the best interests of Fort Lupton and Brighton that this Agreement be executed by each of the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

- A. GROWTH BOUNDARY LINE: The "Growth Boundary Line" referenced in this Agreement is illustrated in Exhibit A, attached hereto and incorporated herein by this reference, and encompasses generally WCR 6, bounded by WCR 21 on the West, WCR 33 on the East, with certain "Additional Properties" to the north of WCR 6 generally located at and near the intersection of Highway 85 and WCR 6 and the intersection of WCR 27 and WCR 6.
- B. DESIGN STANDARDS: (1) Both municipalities agree to work with each other to establish design standards for industrial and commercial growth located within the vicinity of the Growth Boundary Line; and (2) both municipalities acknowledge the necessity, and agree to amend or otherwise modify their existing planning area maps, including "Planning Influence Area" maps, to comply with the terms of this Agreement, and to accomplish such amendments and modifications within six (6) months of the date of this Agreement.
- C. ANNEXATION: In order to achieve the purposes of the Agreement as described herein, the parties agree as follows with respect to annexation by each:
1. The City of Fort Lupton agrees not to exercise its annexation power south of the Growth Boundary Line;



2. The City of Brighton agrees not to exercise its annexation power north of the Growth Boundary Line;

3. Annexation by a party contrary to (a) or (b) above shall be permitted only upon mutual written agreement of the municipalities, and without such written agreement shall be null and void as either City will be without jurisdiction to grant such annexation.

4. The City of Fort Lupton supports and acknowledges the validity of the annexation by the City of Brighton of certain portions of WCR 27, WCR 4 and WCR 6 as more particular depicted in Exhibit "B" attached hereto and incorporated herein by this reference.

5. The City of Brighton agrees that if it annexes any properties abutting WCR 27 north of WCR 6, it will not annex any portion of WCR 27 north of WCR 6, and Fort Lupton agrees under such circumstances that it will permit Brighton at no charge to install all necessary utilities in WCR 27 to serve such annexed properties. To the extent that an affected portion of WCR 27 is in the City of Fort Lupton, Brighton agrees to conform to Fort Lupton's standard right-of-way and permitting process for installation of utilities, including restoration of the surface of the right of way after construction.

**D. DEANNEXATION OF A PORTION OF WCR 6:**

1. Contemporaneously with the execution of this Agreement, Ft. Lupton shall initiate and with expedience complete the de-annexation of that portion of WCR 6 located generally between WCR 27 and Highway 85, as more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference. Brighton agrees to pay all costs for surveying, preparing and recording necessary legal description(s) and exhibits to accomplish such de-annexation.

2. Ft. Lupton acknowledges and agrees that upon completion of such de-annexation, Brighton shall annex said portion of WCR 6 described above into the City of Brighton.

**E. CONSENT AND COOPERATION REGARDING BRIGHTON'S UTILITY PLAN AND 208 SERVICE PLAN AREA:**

1. Contemporaneously with the execution of this Agreement, Fort Lupton shall cooperate with Brighton and provide its written consent and support of Brighton's Utility Plan and modification of the 208 Service Plan Area to indicate the inclusion of the properties north of WCR 6 into Brighton's growth area as depicted on the new Growth Boundary Line

defined herein at paragraph A above. Such written consent by Fort Lupton shall be directed to Brighton and the North Front Range Water Quality Planning Association.

- F. PARTIES TO EXERCISE GOOD FAITH: Each municipality agrees to devote its best efforts and to exercise good faith in implementing the provisions of this Agreement.
- G. INTENT OF AGREEMENT: This Agreement is intended to describe the rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto. Likewise, this Agreement shall not be construed to require any of the municipalities to annex any property, or to provide municipal services to any real property. This Agreement is not intended to limit in any way the powers or responsibilities of any other political subdivision of the State of Colorado not a party hereto.
- H. REMEDIES FOR DEFAULT: Should any party fail to comply with the provisions of the Agreement, any other party, after providing written notification to the non-complying party may maintain any appropriate relief, including injunctive relief. In the event of such litigation, the party prevailing shall be responsible for all costs, and attorney's fees.
- I. EFFECTIVE DATE: This Agreement shall become effective when executed by the municipalities described herein.
- J. TERM/RENEWAL: The Growth Boundary Line shall remain in full force and effect in perpetuity for all lands west of WCR 29, and shall remain in effect for lands east of WCR 29 for an initial term of ten (10) years beginning from the date of this Agreement unless earlier terminated by mutual agreement of the parties. Within sixty (60) days prior to the end of the initial ten year term, the parties shall meet in good faith to evaluate the efficacy of the "Growth Boundary Line" from WCR 29 at the eastern boundary of the Schara property to WCR 33 to determine if revisions are warranted and whether the Agreement shall be renewed for an additional term. Unless terminated as provided herein, the Agreement as to such lands shall be automatically renewed for successive five (5) year terms, unless, at least sixty (60) days prior to the expiration of any renewal term, written notice is provided of a party's decision not to renew the Agreement. Such decision will be by formal action of the governing body requesting termination. Except as set forth in Exhibit A, property west of WCR 29, both north and south of the Growth Boundary Line, shall not be subject to review, except by the further written agreement of the parties.

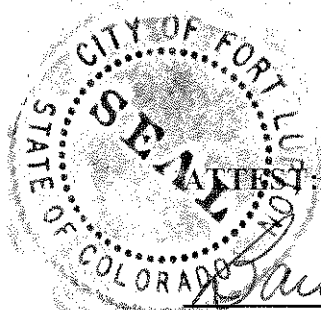
K. AMENDMENT: This Agreement may be amended only by a written document duly executed by the parties hereto.

L. EFFECT OF INVALIDITY: If any portion of any paragraph of this Agreement is held invalid or unenforceable by a Court of competent jurisdiction as to any party, such invalidity or unenforceability shall not affect the other paragraphs of this Agreement except that, if a requirement or limitation in such paragraph is declared invalid as to one party, any corresponding requirement or limitation shall be deemed invalid as to the other party.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed.

CITY OF FORT LUPTON

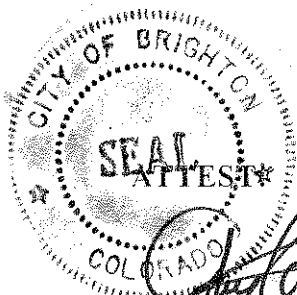
By: Shannon Crespin  
Shannon Crespin, Mayor



Barbara Rodgers  
Barbara Rodgers, City Clerk

CITY OF BRIGHTON

By: Janice E. Pawlowski  
Janice E. Pawlowski, Mayor

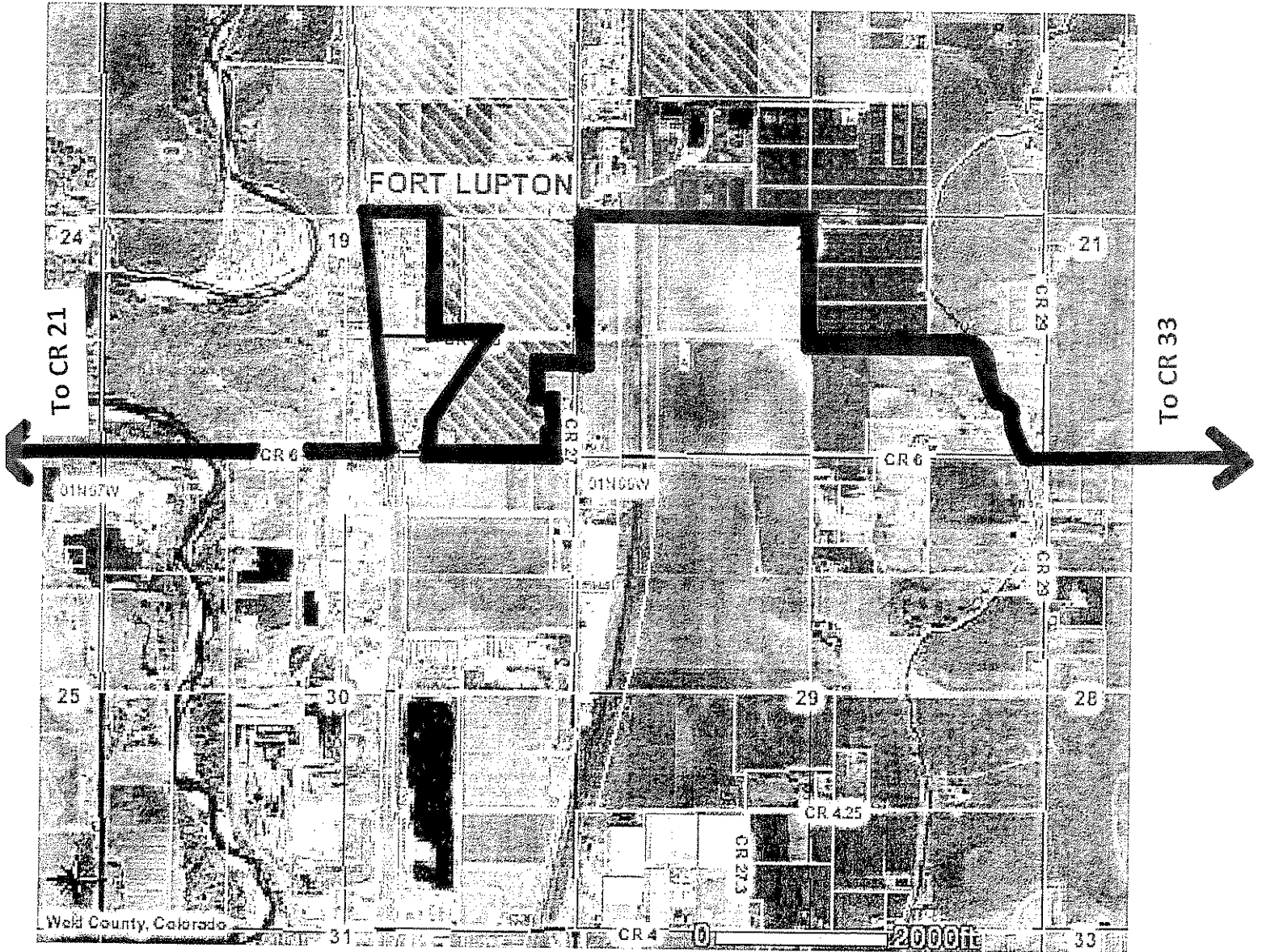


Gayle Martinez  
Gayle Martinez, City Clerk

EXHIBIT "A"  
GROWTH BOUNDARY LINE MAP

3612428 03/24/2009 01:20P Weld County, CO  
6 of 8 R 41.00 D 0.00 Steve Moreno Clerk & Recorder

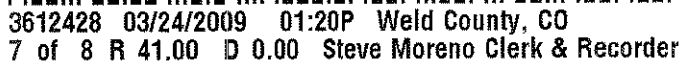
Brighton & Ft. Lupton IGA Boundary Map



Annexation Boundary Line



Office of the City Clerk  
CITY OF BRIGHTON  
22 South 4th Avenue  
Brighton, CO 80601

[illegible]

ANNEXATION MAP  
TO THE CITY OF BRIGHTON  
A PORTION OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.  
WELD COUNTY, COLORADO



3612428 03/24/2009 01:20P Weld County, CO  
8 of 8 R 41.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT "C"  
LEGAL DESCRIPTION OF THAT PORTION OF WCR 6  
TO BE DE-ANNEXED BY THE CITY OF FORT LUPTON

LEGAL DESCRIPTION:

BEING A PORTION OF COUNTY ROAD 6 (70 FOOT WIDE RIGHT-OF-WAY) AND ALSO BEING A PORTION OF THE "LUPTON LAKES ADDITION, ANNEXATION NO. 1, 2, 3, 4, 5, 6 AND 7 TO THE CITY OF FORT LUPTON" OF RECORD AT RECEPTION NO. 3320933, RECORDS OF THE RECORDER'S OFFICE, WELD COUNTY COLORADO, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 19 AND THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID NORTHEAST CORNER OF SECTION 30, THENCE S84°32'44"W ACROSS SAID NORTHEAST ONE-QUARTER OF SECTION 30 TO THE SOUTHEAST CORNER OF "ANNEXATION PARCEL NO. 7" OF SAID "LUPTON LAKES ADDITION, ANNEXATION NO. 1, 2, 3, 4, 5, 6 AND 7 TO THE CITY OF FORT LUPTON" ON THE SOUTH LINE OF SAID COUNTY ROAD 6 AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTHERLY LINES OF SAID "ANNEXATION PARCEL NO. 7":

1. S89°39'55"W ALONG SAID SOUTH LINE OF COUNTY ROAD 6 A DISTANCE OF 1,685.04 FEET TO THE SOUTHWEST CORNER OF SAID "ANNEXATION PARCEL NO. 7";
2. THENCE LEAVING SAID SOUTH LINE OF COUNTY ROAD 6, N00°19'58"W A DISTANCE OF 70.00 FEET TO THE NORTH LINE OF SAID COUNTY ROAD 6;

THENCE N89°39'55"E ALONG SAID NORTH LINE OF COUNTY ROAD 6 A DISTANCE OF 1,684.50 FEET TO THE EASTERLY LINE OF SAID "ANNEXATION PARCEL NO. 7";

THENCE LEAVING SAID NORTH LINE OF COUNTY ROAD 6 AND ALONG SAID EASTERLY LINE OF "ANNEXATION PARCEL NO. 7", S00°46'15"E A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 117,934 SQUARE FEET OR 2.707 ACRES, MORE OR LESS.