

INTERGOVERNMENTAL AGREEMENT  
East Central Boulder County  
Comprehensive Development Plan

This Intergovernmental Agreement by, between and among the City of Lafayette, a Colorado home rule municipal corporation (Lafayette); the Town of Erie, a Colorado statutory town (Erie); 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 21st day of December, 1994.

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 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 characters of Lafayette and Erie, 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 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 Lafayette or Erie, of certain lands within the Plan Area, is intended to preclude increased development and urban sprawl which would obliterate the boundaries of Lafayette and Erie 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 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 development for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, with respect to the annexation provisions herein,

the City of Lafayette and the Town of Erie declare that the rural preservation 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 Boulder Creek corridor represents a significant environmental and recreational asset to the citizens of Boulder County, and its preservation through the provisions of this Agreement is essential to their future welfare; and

WHEREAS, the Alexander Dawson School, a private school operating within the Plan Area, provides a significant benefit to the citizens of Boulder County in terms of the options for the education of the children within the County; 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; §31-12-101, et seq.; 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 Regulations ("Regulations") attached hereto as Exhibit A; and

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

1. EAST CENTRAL BOULDER COUNTY COMPREHENSIVE DEVELOPMENT PLAN.

This Agreement, including Regulations (both text and map portions) attached hereto as Exhibit A, is adopted by the Parties as the East Central Boulder County Comprehensive Development Plan (the "Plan") governing the Plan Area.

2. CONTROLLING REGULATIONS.

Restrictions on use and development of lands within the Plan Area as established 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 time or seeking to acquire such jurisdiction through annexation. A Party shall be deemed to be "seeking" annexation as of the date when an annexation petition is filed. 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.

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.

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. ANNEXATION PROVISIONS.

(a) Boulder County and Lafayette, or one of them, have filed suit concerning annexations approved by the Town of Erie known as "Erie Village (Johnson)" and "Morris/Arapahoe North (Kent)", and are in the process of preserving for judicial review the "Leyner" annexation. Upon the execution and effectiveness of this Agreement, the Board of County Commissioners of Boulder County and the City Council of the City of Lafayette will stipulate to dismissal of the Johnson and Leyner pending lawsuits. Kent will be dismissed voluntarily by Boulder County and Lafayette upon further agreement of the Parties. Dismissal of the litigation shall be with prejudice, with each party responsible for its respective costs and attorney's fees.

(b) Erie has filed suit concerning the annexation by Lafayette of US Hwy. 287 right-of-way from Goose Haven north to the Alexander Dawson property. Upon the execution and effectiveness of this Agreement, Lafayette will disconnect this property from the City as permitted by §31-12-501, C.R.S., as amended, and Erie will stipulate to dismissal of this civil

pending lawsuit. Dismissal of the litigation shall be with prejudice, with each party responsible for its respective costs and attorney's fees.

(c) Erie and Lafayette each agree that they will immediately disclose to the other any and all instances in which they are approached by landowners in the rural preservation area seeking annexation. Further, Erie and Lafayette both commit that they are not currently pursuing any annexations within the rural preservation area.

(d) Lafayette Influence Area: The Map portion of this Plan identifies areas currently located within unincorporated Boulder County which may in the future be annexed to the City of Lafayette. Nothing in this section or the Plan is intended to require the City of Lafayette to annex such area. However, the City of Lafayette and the Town of Erie agree that, if such area is to be annexed to or is to be provided water or sewer service by either municipality in the future, such area will be annexed to and will be so served by the City of Lafayette, not by the Town of Erie. By authorizing the execution of this Agreement, the Town Board of Erie finds and declares that the community of interest in the area so designated on the Map portion of this Plan is with the City of Lafayette rather than the Town of Erie.

(e) Erie Influence Area: The Map portion of this Plan identifies areas currently located within unincorporated Boulder County which may in the future be annexed to the Town of Erie. Nothing in this section is intended to require the Town of Erie to annex such area. However, the Town of Erie and the City of Lafayette agree that, if such area is to be annexed to or is to be provided water or sewer service by either municipality in the future, such area will be annexed to and will be so served by the Town of Erie, not by the City of Lafayette. By authorizing the execution of this Agreement, the City Council of the City of Lafayette finds and declares that the community of interest in the area so designated on the Map portion of this Plan is with the Town of Erie rather than the City of Lafayette.

(f) Any property located within the current municipal limits of Erie or Lafayette, and any property which hereafter annexes to either municipality in accordance with the provisions of this Agreement, which subsequently is disconnected from the municipality, shall thereafter, for purposes of this Agreement, be considered to be located within that municipality's influence area.

4. TOWN OF ERIE UTILITIES.

Service by Left Hand Water District to the Town of Erie, including areas annexed or to be annexed to the Town, is consistent with the intent of the Parties in this Agreement, which shall be considered by the County in connection with any application by the District for service plan modification.

It will be necessary for the Town of Erie to seek additional water supplies, water storage, and water and sewer transportation and treatment facilities, both within and without the Plan Area.

The areas designated in the Map portion of Exhibit A as the Town of Erie and the Town of Erie Influence Area shall be deemed to be Erie's "Service Area" for all purposes, including, but not limited to, Boulder County's Regulation of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code. To the extent such supplies and facilities are necessary to serve development within the Plan Area which is consistent with the provisions of this Agreement, the County agrees to use its best efforts in good faith to take action under any permitting requirements without undue delay, recognizing applications for such permits as being in conformance with this comprehensive development plan. To this end, the County agrees that the Town of Erie, in applying for such permits under the provisions of the Regulation of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code, shall not be required to demonstrate compliance with the following provisions of said Regulation: Sections 8-511(B)(2), (9) & (10), (C), (D)(1) & (2)(a), (E) & (F). In demonstrating compliance with (B)(3), the County agrees that the coverage of 100 acres of agricultural land with a raw water storage reservoir will not be an unreasonable loss. Section 8-511(B)(4) shall only be applicable to sanitary sewerage facilities. Section 8-511(B)(6) shall apply to site location, construction and operation of facilities within areas designated on Maps 2, 3 & 4 of the Boulder County Comprehensive Plan, and with respect to other areas shall be limited in its application to construction and operation of such facilities. The application of Section 8-511(B)(6) concerning archeological resources shall be limited to a determination whether archeologically-significant resources will be negatively impacted by the proposed project, and if so, provide for mitigation of those impacts. The application of Section 8-511(6) concerning geologic hazards shall be limited to resolution of floodplain issues. The County through the Board of County Commissioners finds, pursuant to Section 8-504 of the Boulder County Land Use Code, that this intergovernmental agreement shall serve in lieu of review of permit applications under those regulations of Article 8, Section 5 of the County Land Use Code which are limited herein, to the extent of such limitations.

In addition, the County agrees to allow Erie to divert water from Boulder Creek on County-owned lands in Sections 1 and 12, T1N, R69W, 6th PM, install a pumphouse no greater than 20'x20'x10', install and maintain buried pipelines necessary to convey the water, and store said water within the bounds of any gravel pit which Boulder County has completed on those lands, upon permitting pursuant to the regulations as provided in the preceding paragraph herein. Such use shall be pursuant to an easement for such purpose which shall be agreed by the County and Erie containing ordinary and customary terms and conditions therefor, and which shall include such provision for payment by Erie as the County and Erie agree. All water rights, augmentation costs, water rights administration approval costs,

and all physical improvements, facilities, pipelines and lining of the gravel pit(s), where necessary, shall be at the sole cost and expense of Erie.

The County also agrees that Erie may locate buried water pipelines permitted pursuant to regulations as noted above on open space lands owned by Boulder County where necessary to serve lands within the Plan Area. Boulder County agrees to execute such easement agreements as may be necessary for Erie to construct such pipelines, containing the ordinary and customary terms and conditions therefor, which shall include such provision for payment by Erie as the County and Erie agree. All lands disturbed by such activities shall be restored by Erie in accordance with Boulder County regulations and specifications.

It will also be necessary for the Town of Erie/Erie Sanitation District to seek Section 208 approval from the State of Colorado for sanitation services for various properties either currently annexed or to be annexed in the future to the Town. The County and Lafayette agree to support such applications where compliance with technical standards and requirements is demonstrated, and will not oppose such applications on population growth and service area expansion grounds, so long as the Section 208 application does not result in any negative impact on Lafayette's sewage treatment operation or designated clean water plan service area, and to the extent such services are to be provided to development which is consistent with the provisions of this Agreement; except that support for the 208 application relating to the Kent property shall be governed by the provisions set forth in the specific parcel development regulations related thereto.

5. REFERRALS.

Any application or other proposal for annexation or development on any parcel within that portion of the Plan Area designated "rural preservation" or on any of the parcels set forth in section 4 of the Regulations 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, all such responses to be received within 20 days of date of referral.

Specifically with respect to development proposals for properties adjacent to US Hwy. 287, the Regulatory Party shall refer and consider all referral responses from the other Parties received within 20 days of date of referral concerning design issues, including design compatibility with the rest of the highway corridor within the Plan Area. Design decisions of the Regulatory Party shall be final.

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 in a manner inconsistent with this Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan.

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, Boulder County shall, and any other Party may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the Party providing such defense.

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

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 twenty (20) 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' (and Parties') representatives as follows:

ENTITY:  
County of Boulder

City of Lafayette

Town of Erie

REPRESENTATIVE:  
Director, Land Use Department  
P.O. Box 471  
Boulder, CO 80306  
City Administrator  
1290 S. Public Rd.  
Lafayette, CO 80026  
Town Administrator  
P.O. Box 100  
Erie, CO 80516

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 LAFAYETTE

By: *[Signature]*  
Michael J. Romero, Mayor

12/22/94  
Date

APPROVED AS TO FORM:

*[Signature]*  
Patricia C. Tisdale, City Attorney



*[Signature]*  
Deputy



TOWN OF ERIE

By: *Victor Smith*  
Victor Smith, Mayor

12/22/04  
Date



ATTEST:  
*[Signature]*  
BY: BOARD OF COUNTY COMMISSIONERS

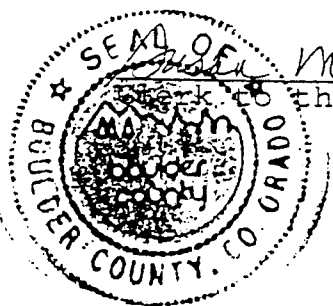
APPROVED AS TO FORM:

*[Signature]*  
Douglas Z. Thorburn, Town Attorney

*Ronald K Stewart*  
Ronald K. Stewart, Chair

12-22-04  
Date

ATTEST:



*M. Ashcraft*  
to the Board

APPROVED AS TO FORM:

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

Exhibit A  
(attached to East Central Boulder County Boulder County area IGA)

COMPREHENSIVE DEVELOPMENT PLAN REGULATIONS  
(text portion)

1. INTRODUCTION:

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.

These Regulations are intended to provide specific land use and development restrictions governing parcels located within the subject Plan Area, the boundaries of which are set forth on the attached Map.

2. DEFINITIONS:

- DEVELOPMENT: Construction or establishment of structures, parking areas, and/or surfaced vehicular roadways (except expansion of existing roads), or establishment of new land uses.
- 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 regulations.
- STRUCTURE: Any thing 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. REGULATION OF USE AND DEVELOPMENT OF "RURAL PRESERVATION" PARCELS.

For parcels designated as "rural preservation" 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 Agreement above.

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 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.

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.

Establishment of uses and development in conformance with the zoning (including 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.

Approval of an NUPUD with residential density no greater than 2 units per 35 acres by Boulder County upon such lands is permitted pursuant to the regulations generally applicable therefor at the time of application submittal, and such approval is not for purposes of these regulations an increase in density. Where Parcels 1 through 9 described in section 4 below are located within the influence area of a municipal Party, upon annexation of such Parcel(s) by that Party, the specific regulations set forth in section 4 together with the general regulations of that Party shall govern such Parcel's use and development, and the regulations set forth in this section 3 shall no longer apply.

Any proposed use, development or annexation of any portion of the parcels designated for rural preservation or on any of the parcels set forth in section 4 of these Regulations shall conform to the provisions of this Agreement, or, if nonconforming, shall require amendment of the Plan in the manner provided in the Agreement. Any proposed rezoning, subdivision, special use or other regulatory process, or amendment or 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, entered into for any lands designated for rural preservation or on any of the parcels set forth in section 4 of these Regulations, shall conform to the Plan, or with an approved amendment thereof, in order to be approved by the Regulatory Party.

4. SPECIFIC PARCEL DEVELOPMENT REGULATIONS:

The following specific development regulations shall apply to certain parcels within the Plan Area. Parcel descriptions set forth in brackets are intended solely to assist in locating the parcel, and have no substantive purpose or effect. Parcels are numbered on the Map portion of these Regulations attached hereto.

PARCEL NO. 1: [A parcel of +/- 40 acres, owned by Leyner, west of US Hwy. 287, proposed for annexation to Erie and projected for residential use] Upon annexation, residential use shall be permitted, with no more than 8 units allowed to be constructed thereon, located in the northwesterly corner of the property, with the easterly 4 acres of the parcel north of the railroad right-of-way serving as a setback buffer area adjacent to the westerly US Hwy. 287 right-of-way line.

PARCEL NO. 2: [A parcel annexed to Lafayette and owned by Pulte, south of Arapahoe Road and east of 111th St.] All development shall be set back a minimum of 100 feet from the extended south right-of-way line of Arapahoe Road, and Lafayette will work in good faith to ensure that no development is permitted to occur on this property.

PARCEL NO. 3: [Morris/Arapahoe Road (Kent) property, annexed to Town of Erie] All development shall be set back a minimum of 100 feet from the extended north right-of-way line of Arapahoe Road, beginning on the west from the easterly boundary of the one acre tract with existing house (1430 feet from the westerly right-of-way line of 111th St.), extending east to the easterly boundary of the property, and Erie will work in good faith to provide a greater setback along Arapahoe on both sides of 111th St. as well as from 111th St. to the easterly boundary of the property, such final setback to be determined by agreement of the Parties within 30 days of the effective date of this Agreement. If Erie stipulates to setbacks which are acceptable to Lafayette and the County, those Parties will support the application by the Town of Erie/Erie Sanitation District for Section 208 approval by the State of Colorado for this property where compliance with technical standards and requirements is demonstrated, and will not oppose such application on population growth and service area expansion grounds, so long as the Section 208 application does not result in any negative impact on Lafayette's sewage treatment operation or designated clean water plan service area, and to the extent such services are to be provided to development which is consistent with the provisions of this Agreement.

PARCEL NO. 4: [Alexander Dawson property, most of which is located in rural preservation area, with southeast corner potentially to be annexed by Erie.]

The southeast portion of the Alexander Dawson property lying to the east of US Hwy. 287 outside the floodplain as it currently exists, as approximated on the attached Map, is not designated as rural preservation area, and, should the owner desire, may be annexed to the Town of Erie. The balance of the property is designated rural preservation area, and shall be regulated by the County in accordance with the regulations set forth in Section 3 above; notwithstanding the provisions of Section 3, however, the County shall be permitted to approve application(s) for expansion of the private school on the property west of US 287 currently operating on the premises.

PARCEL NO. 5: [Industrial parcel within Erie adjacent to the north side of Arapahoe Rd. on the west side of East County Line Road.]

Erie will work in good faith to ensure that development shall be limited to a maximum 75% of the property, net of roadways and parking areas.

PARCEL NO. 6: [Parcel west of US Hwy. 287 and 1/2 mile south of Arapahoe Road, which may be annexed to Lafayette.] Development of this parcel shall not include retail-type commercial uses.

PARCEL NO. 7: [Parcel south of Baseline and adjacent to the east County line.]

If the Northwest Parkway Comprehensive Development Plan Intergovernmental Agreement is extended beyond its current December 31, 1994, expiry, then said parcel shall be subject to said Northwest Parkway Agreement and the terms of that Agreement shall prevail, for so long as said Northwest Parkway agreement remains in force and effect. If expiry of said Northwest Parkway agreement occurs prior to expiry of this Agreement, said parcel shall not then be subject to the regulations of this Agreement governing rural preservation area parcels.

PARCEL NO. 8: [Parcel annexed to Lafayette, owned by Rothman Trust, south of Arapahoe Rd. and from 3/8 to 1/2 mile east of 111th St.]

All development shall be set back a minimum of 100 feet from the extended south right-of-way line of Arapahoe Road, and Lafayette will work in good faith to ensure that the northernmost 14 acres shall remain undeveloped, except to the extent used for agricultural purposes.

PARCEL NO. 9: [Parcel permitted to be annexed to Erie, located on the northeast corner of US Hwy. 287 and Isabelle Rd.]

The commercial development permitted upon this property shall be oriented visually and for primary access purposes to Isabelle Rd., and the area adjacent to US Hwy. 287 shall be buffered in a manner to be compatible with the visual openness surrounding the highway along the corridor within the Plan Area. A second access may be allowed from US Hwy. 287 if necessary.

PARCEL NO. 10: [TABOR Acres NUPUD, 1/2 mile north of Isabelle Rd. on the east side of 119th St.]

This NUPUD subdivision consists of 2 building lots, with the remainder of the area subject to a conservation easement held by the County. Although this area may be annexed, no development other than that allowed by the conservation easement shall be allowed without further agreement between the County and Erie.

