



FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
Superior Area - Comprehensive Development Plan  
Rothman Property

This Amendment is made to be effective the \_\_\_\_ day of March, 2000, by and between the Town of Superior, a Colorado statutory town ("Superior"); and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (collectively the "Parties") as the First Amendment to the Intergovernmental Agreement between the Parties dated May 8, 1997 (the "IGA").

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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; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement to provide for the development of the property and dedication of a portion thereof for open space purposes under its existing jurisdiction by the Town and for the property to be disconnected from the Town and subject to the jurisdiction of the County upon issuance of a certificate of occupancy by the Town;; 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, Articles XIV, §18(2); AND

WHEREAS, the Parties entered into the IGA governing uses of properties around Superior and desire to enter into this amendment to the IGA regarding one of such properties.

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



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1. ROTHMAN PROPERTY DEVELOPMENT. The owners of the property, the Mary Rothman Living Trust ("Rothman") described on **Exhibit A** hereto (the "Rothman Property") have submitted a proposal dated February \_\_, 2000, to construct improvements on the Property (the "Proposal"). The Rothman Property is described as Parcel Area No. 6 in the IGA. The County and the Town have reviewed and agreed upon the Proposal as a Plan Amendment as defined in the IGA. The Town shall process the building permits and inspections as submitted by Rothman until issuance of a Certificate of Occupancy for the improvements.

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2. DISCONNECTION OF PROPERTY. The Town's approval of the Proposal includes a requirement that as a condition of issuance of a Certificate of Occupancy ("CO") by the Town for the improvements described in the Proposal, Rothman shall submit a petition for disconnection of the Rothman Property and the portion of Coal Creek Drive designated by the Town, in accordance with Section 31-12-501 et seq. C.R.S. The Town shall process such petition in accordance with Colorado law. The County shall accept for maintenance the portion of Coal Creek Drive subject to the disconnection petition and shall facilitate the completion of the disconnection of the Property from the Town.

3. CONSERVATION EASEMENT. As evidenced by their acknowledgment of this First Amendment, Rothman has agreed to convey to the City of Boulder Lots 1 and 2, and a Conservation Easement over Lot 3, Rothman Subdivision, as such Lots are depicted in the Minor Subdivision Final Plat approved by Superior by Resolution No. R-18, Series 2000, adopted on February 28, 2000.

4. AMENDMENTS. This Agreement contains the entire agreement between the Parties with respect to the Property. Any proposed amendment to this Agreement or the Proposal 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.

5. 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.

6. 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.

7. 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 three (3) years

from the effective date, unless terminated prior thereto by agreement of the Parties.

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

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ENTITY:  
County of Boulder  
P. O. Box 471  
Boulder CO 80306

REPRESENTATIVE:  
Director, Land Use Department

Town of Superior  
124 East Coal Creek Drive  
Superior, CO 80027

Town Manager

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

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

TOWN OF SUPERIOR, COLORADO

ATTEST:

*Phyllis M. Hardin*  
Phyllis M. Hardin, Town Clerk

*Susan K. Spence*  
Susan K. Spence, Mayor

Phyllis M. Hardin, Town Clerk

APPROVED AS TO FORM:

*Kathleen E. Haddock*  
Kathleen E. Haddock, Town Attorney

COUNTY OF BOULDER  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

\_\_\_\_\_, Chair

\_\_\_\_\_  
Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
H. Lawrence Hoyt, County Attorney



The Mary Rothman Living Trust acknowledges all of the terms of this First Amendment to the IGA, including but not limited to a condition of receiving a certificate of occupancy for any improvements constructed on the Rothman Subdivision shall be the submittal of a petition for disconnection in accordance with this First Amendment by the owners of the Rothman Subdivision.

Mary Rothman Living Trust

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BY: Mary Ann Rothman

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