



# Residential Encroachment

A case study of the Fort Collins – Loveland Municipal Airport's vulnerability to incompatible land use

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## **Abstract:**

In this white paper you will learn about the history of land use compatibility near airports, the impact it has on airport operations, current protection measures in place, and recommendations to further strengthen Fort Collins-Loveland Municipal Airport's future.

**Strategic Plan Action Item 1:  
Protect Against Residential Encroachment  
on the Airport**

## INTRODUCTION

The Fort Collins-Loveland Municipal Airport (FNL) is a federally supported public use facility, owned and operated by the Cities of Fort Collins and Loveland, serving the Northern Colorado region. The Airport's mission is:

*"To provide a safe and efficient air transportation airport facility to the general public and aviation community through airport facilities that meet Federal Aviation Administration (FAA) safety standards and to implement a plan that ensures the efficient development of the airport to meet the needs of the Fort Collins and Loveland communities."*

This mission is derived from the Airport's Strategic Plan that Loveland City Council adopted on December 2, 2014 as Resolution 85-2014 and adopted by Fort Collins City Council on January 6, 2015 as Resolution 2015-002. One of the key objectives of the Strategy is to "Protect against residential encroachment on the Airport." The Strategic Plan further illustrates the objective as follows:

*"Residential encroachment is a significant problem for airports around the nation. Fort Collins-Loveland Airport has had limited encroachment problems but must guard against this threat to the Airport's long term future."*

The prioritized objective prompted staff to investigate the extent of vulnerability to the Airport from residential and other incompatible land use encroachment. This white paper will provide background information on the issue of incompatible land use near airports. Federal regulations and local ordinances and agreements on land use near airports will also be examined in addition to legal actionable items that can be pursued.

The investigation has identified protective measures that currently exist for land use near the Airport and how these measures prevent future compatibility issues. The review also indicates that through the permanent vigilance of Airport management in addition to support and prioritization from the Cities and the Counties, the Airport will be able to function effectively and efficiently into the future.

## BACKGROUND

The issue of non-compatible land use in proximity to airports is a significant problem throughout the nation. As cities grow to meet the needs of their communities, developments are progressively being built closer to airports. Many airports were originally constructed in areas located away from population centers. Some airports have fallen victim to surrounding encroachment from non-compatible land development due to the growth of many metropolitan areas. Some of the most extreme and noteworthy examples of residential encroachment include the Santa Monica California Airport (Figure 1) where homes are as close as 300 feet from the runway (Los Angeles Times, 2011); the Scottsdale Arizona Airport, where the approach and departure corridors cross multiple municipal boundaries and over noise sensitive developments (Figure 2); and Naples Florida Airport which has residential dwellings close to the departure end of three of their four runways (Figure 3).

Complaints from community members encompass a broad range of topics such as safety, pollution, reduced property values, and aircraft noise impacting their quality of life. In an effort to improve neighborhood relations, the aforementioned airports have developed community outreach and noise compatibility programs. While these patches are effective, they tap already limited resources available from Federal, State, and Local funding sources.

**Figure 1 Santa Monica Municipal Airport. Homes have been built as close to the runway as 300 ft. Photo by United States Geological Survey 2006.**





Figure 2 Scottsdale Municipal Airport, AZ. The approach of Runway 3 crosses municipal boundaries and near a noise sensitive development including schools and religious worship locations.

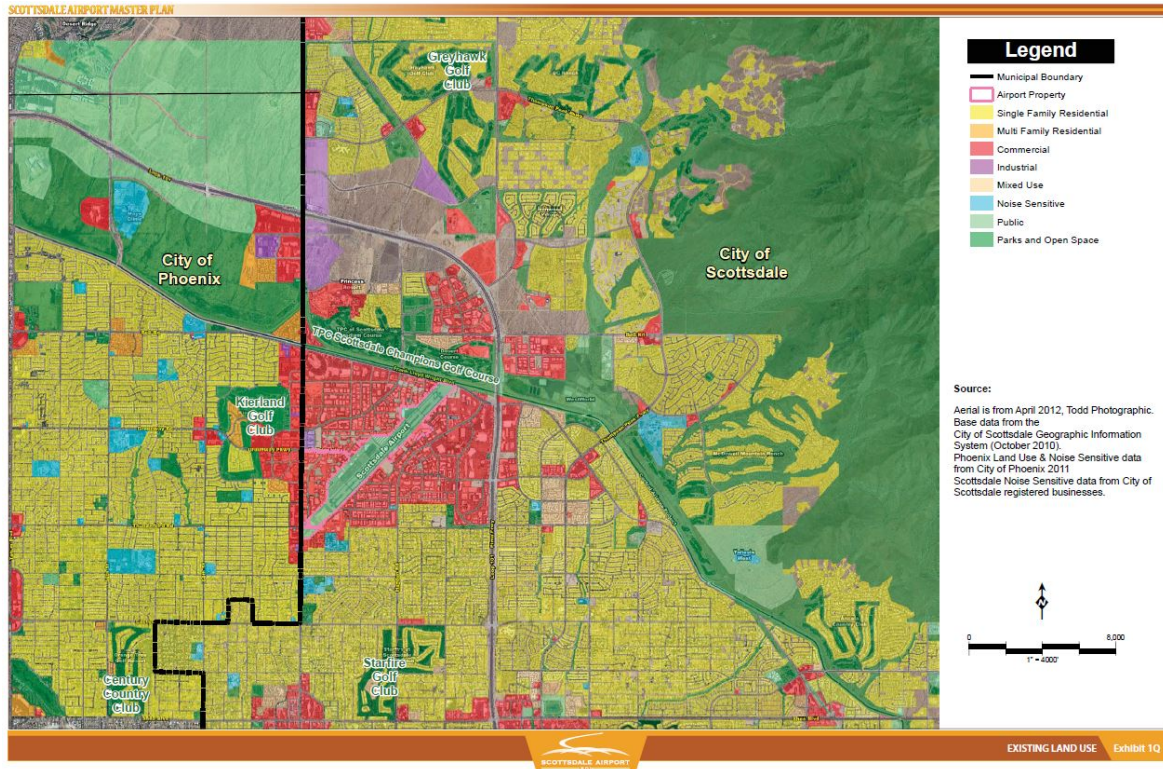
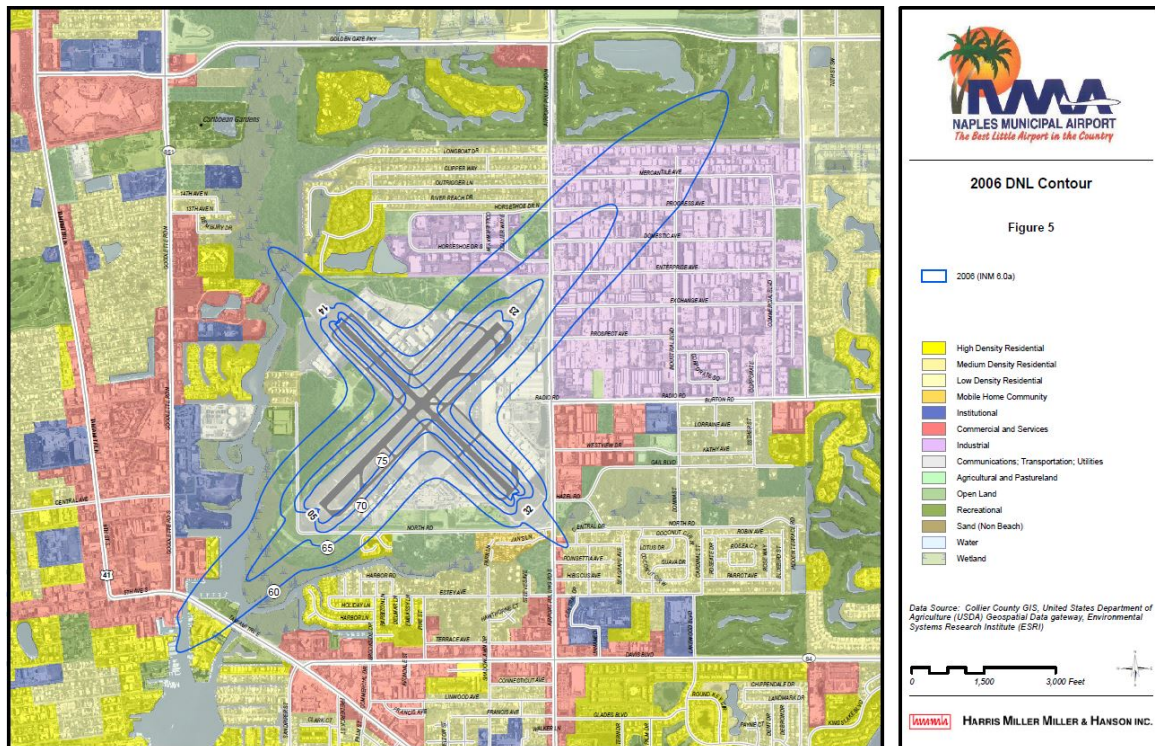


Figure 3 Naples Municipal Airport, FL. Residential dwellings were built along the approach/departure paths on three of the four runways.





FAA has awarded grants in some instances to facilitate the development and implementation of noise compatibility programs using the Airport Improvement Program. Federal spending on noise compatibility programs exceeded \$6 billion between 1982 and 2013 (Federal Aviation Administration, 2014). Concurrently airports have spent an additional \$3.4 billion collected through Passenger Facility Charges, bringing industry spending on noise abatement alone to over \$9.4 billion in a span of 30 years. Concerns over excessive spending raises the question whether the public receives enough benefit to outweigh the costs.

In 2012, Airports Council International – North America commissioned a study on the economic impacts of commercial airports for the 2010 calendar year. The study found the economic impact of airports generated over ten million jobs and nearly \$1.2 trillion dollars annually. The Colorado Division of Aeronautics conducts a similar economic impact study for all airports in Colorado, the most recent of which was completed in 2013. The 2013 study determined that FNL's regional economic impact was \$129 million each year, which includes the provision for 826 direct and indirectly supported jobs. The economic impact studies demonstrate that airports are important economic drivers for the communities they serve. An airport connects residents and businesses with the national air transportation network and magnifies the community's economic potential. In order for the region to realize the full economic benefit of an airport it requires the alignment of leadership in the communities it serves to adequately plan and to implement policies that prevent land use incompatibility.

The conflicts that typically arise around noise, pollution, and safety concerns can be largely avoided through coordinated planning of the airport and surrounding communities. Planners begin this process by considering current land use, existing infrastructure, stakeholder needs, regulatory requirements, future demands, and community goals. Planners then develop a series of scenarios for comparison to establish a preferred development plan and acceptable alternatives. Finally, action items are identified on how to carry out the development plan. The best community plans include a buffer between developments sensitive to aviation activities, referred to as non-compatible land use, and aircraft traffic flow around airport facilities. One important factor to recognize is the impact of aircraft noise on land use. This subject has an

abundance of information including industry standards and best practices. Established by state agencies and the FAA, regulations set forth planning guidance and enforcement methods. However, both state and federal agencies place a greater emphasis on partnerships with airport sponsors to protect the airport and facilitate harmonious development near airports through effective local policies and planning.

## Federal Legislation and Regulation

As the governing entity of aviation, the FAA is responsible for issuing regulations on a variety of subjects. In 1969 the FAA introduced regulation which classified jet engines into incremental stages based on the volume of noise produced (Price & Forrest, 2013). Currently there are four stages where each stage is progressively quieter. With the release of the 1969 regulation, another regulation was updated to require the phase out of the oldest and loudest Stage 1 engine by 1975 (Price & Forrest, 2013). Through the FAA Modernization and Reform Act of 2012 the FAA has phased out Stage 2 engines by the 2015 year end, and require all operable turbine engines be a minimum of Stage 3 compliant (Federal Aviation Administration, 2013). The push to make aircraft quieter is evident from the private sector as well. The engines of Boeing's new 787 Dreamliner are more than 25 decibels quieter than Stage 3 maximums and more than 15 decibels quieter than Stage 4 maximums (Boeing Aircraft Company, 2015). The trend of increasingly quieter aircraft has the significant potential of reducing the future influence from aircraft noise around airports.

The 1979 Aviation Safety and Noise Abatement Act passed by U.S. Congress addressed the increasing impact of jet engines on airport neighbors (Anderson, 1979). In consequence of this legislation, the FAA issued new regulation on compatible land use planning with consideration to airport noise (CFR Part 150). In 1992, the Airport and Airway Safety, Capacity, Noise Improvement, and Intermodal Transportation Act was passed which included a study on the impacts of noise pollution on populations to determine the minimum level of noise at which adverse effects begin (Oberstar, 1992). The study reaffirmed previous findings that when sound energy, measured in decibels (dB), exceeds 65 Day-Night average Level (DNL) the

impacts are not favorable for multiple land uses, especially residential dwellings (Federal Interagency Committee On Noise, 1992). The study also found no connection between the 70 DNL and adverse health effects. In consequence of this study, a land compatibility matrix was compiled for the 85, 80, 75, 70, and 65 DNL areas around airports. The most compatible land uses include open space and agricultural uses. Specifics on the full matrix are included in the Airport Master Plan which can be found in Figure 3 below (See also Appendix C).



Figure 4 Compatible Land Use Matrix

LAND USE	YEARLY DAY-NIGHT NOISE LEVEL (DNL) IN DECIBELS					
	BELOW 65	65-70	70-75	75-80	80-85	OVER 85
<b>RESIDENTIAL</b>						
Residential, other than mobile homes and transient lodgings	Y	N(1)	N(1)	N	N	N
Mobile home parks	Y	N	N	N	N	N
Transient lodgings	Y	N(1)	N(1)	N(1)	N	N
<b>PUBLIC USE</b>						
Schools	Y	N(1)	N(1)	N	N	N
Hospitals and nursing homes	Y	25	30	N	N	N
Churches, auditoriums and concert halls	Y	25	30	N	N	N
Governmental services	Y	Y	25	30	N	N
Transportation	Y	Y	Y(2)	Y(3)	Y(4)	Y(4)
Parking	Y	Y	Y(2)	Y(3)	Y(4)	N
<b>COMMERCIAL USE</b>						
Offices, business and professional	Y	Y	25	30	N	N
Wholesale and retail-building materials, hardware and farm equipment	Y	Y	Y(2)	Y(3)	Y(4)	N
Retail trade-general	Y	Y	25	30	N	N
Utilities	Y	Y	Y(2)	Y(3)	Y(4)	N
Communication	Y	Y	25	30	N	N
<b>MANUFACTURING AND PRODUCTION</b>						
Manufacturing, general	Y	Y	Y(2)	Y(3)	Y(4)	N
Photographic and optical	Y	Y	25	30	N	N
Agriculture (except livestock) and forestry	Y	Y(6)	Y(7)	Y(8)	Y(8)	Y(8)
Livestock farming and breeding	Y	Y(6)	Y(7)	N	N	N
Mining and fishing resource production and extraction	Y	Y	Y	Y	Y	Y
<b>RECREATIONAL</b>						
Outdoor sports arenas and spectator sports	Y	Y(5)	Y(5)	N	N	N
Outdoor music shells, amphitheaters	Y	N	N	N	N	N
Nature exhibits and zoos	Y	Y	N	N	N	N
Amusements, parks, resorts and camps	Y	Y	Y	N	N	N
Golf courses, riding stables and water recreation	Y	Y	25	30	N	N

Numbers in parentheses refer to NOTES.

The designations contained in this table do not constitute a Federal determination that any use of land covered by the program is acceptable or unacceptable under Federal, State or local law. The responsibility for determining the acceptable and permissible land uses and the relationship between specific properties and specific noise contours rests with the local authorities. FAA determinations under Part 150 are not intended to substitute federally determined land uses for those determined to be appropriate by local authorities in response to locally determined needs and values in achieving noise compatible land uses.

<b>TABLE KEY</b>	
SLUCM	Standard Land Use Coding Manual.
Y(Yes)	Land Use and related structures compatible without restrictions.
N(No)	Land Use and related structures are not compatible and should be prohibited.
NLR	Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure.
25, 30 or 35	Land Use and related structures generally compatible; measures to achieve NLR of 25, 30 or 35 dB must be incorporated into design and construction of the structure.

<b>NOTES</b>	
(1) Where the community determines that residential or school uses must be allowed, measures to achieve outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB to 30 dB should be incorporated into building codes and be considered in individual approvals. Normal residential construction can be expected to provide an NLR of 20 dB; thus, the reduction requirements are often stated as 5, 10, or 15 dB over standard construction and normally assume mechanical ventilation and closed windows year round. However, the use of NLR criteria will not eliminate outdoor noise problems.	(4) Measures to achieve an NLR of 35 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.
(2) Measures to achieve an NLR of 25 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.	(5) Land use compatible provided that special sound reinforcement systems are installed.
(3) Measures to achieve an NLR of 30 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.	(6) Residential buildings require an NLR of 25 dB.
	(7) Residential buildings require an NLR of 30 dB.
	(8) Residential buildings not permitted.

## Community Planning

Local planners have the responsibility to evaluate the interests of stakeholders; work toward community goals; and comply with local, state, and federal regulations. Utilizing an Airport Compatible Land Use Matrix for guidance allows planners the ability to easily identify land uses that comply with recommended land use near airports while also reducing the potential for future issues between airport users and airport neighbors. Once the best land uses are identified, local zoning should direct new developments to the prescribed land uses.

In addition to zoning, city and county planners have other avenues to maintain a buffer between airports and their neighbors. These options are Avigation Easements and Aviation Activity Notices or Property Disclosures. An easement is a legally enforceable use of property by someone other than the owner (Beckman, 2011). Aircraft arriving at and departing from the airport will overfly nearby land parcels and thereby “use” the property. It is therefore fitting for airports and their operators to consider an easement for land parcels which may present strong safety or liability concerns. Avigation Easements are primarily used to restrict the height of man-made obstacles such as buildings or antennas, and Aviation Activity Notices or Property Disclosures protect against nuisance liability including, but not limited to, aircraft noise.

In situations where aircraft do not place a strong noise concern, as measured by the DNL, but may have an acute presence, there is also the option of an Aviation Activity Notice. This legal document provides information to the land owner about the presence of an airport and its associated air traffic which is recognizable in a court of law. Recordation with the city or county is best as the notice involves real property and its owner. An Aviation Activity notice is more appropriate for areas with reduced safety and liability concerns where the influence of air traffic is still keenly felt such as underneath existing air traffic patterns and not the approach and departure corridors. Easements and activity notices remain with the property through subsequent changes of ownership giving a level of continuity when the associated property is sold. Municipal planners must carefully consider input from airport officials as to whether an

easement or activity notice is most appropriate for new developments or improvements within the airport influence area.

Airport influence areas and other areas referenced within the airport compatible land use matrix are identified through the Airport Master Planning Process. Airports included in the National Plan of Integrated Airport Systems (NPIAS), including FNL, must possess an Airport Master Plan forecasting the layout and impact of airport improvements over the next 20 years. The Airport's influence area is identified through an analysis of areas affected by normal aircraft activity relative to current and planned aircraft movement surfaces, i.e. runways (See Appendix D and Figure 5). This layout gives a realistic expectation of the geographic area in which protection of airport activities requires the greatest consideration. Additionally, the Master Plan identifies sound contours where the aircraft Day-Night average Level (DNL) meets the minimum threshold to cause certain land uses to be non-compatible for the Airport (See Appendix D and Figures 6 and 7 below). These contours are labeled 70, 65, 60, and 55 DNL.

Figure 5 Airport Influence Area

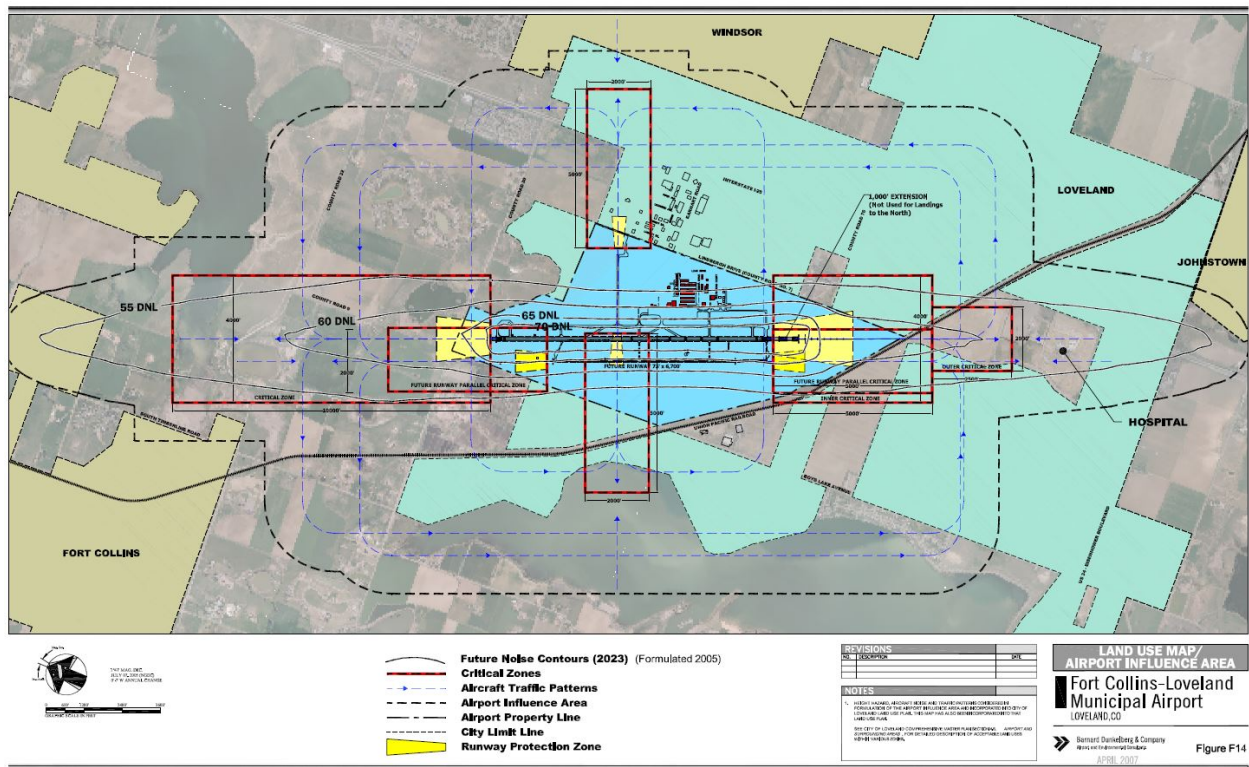




Figure 7 Existing Noise Contours

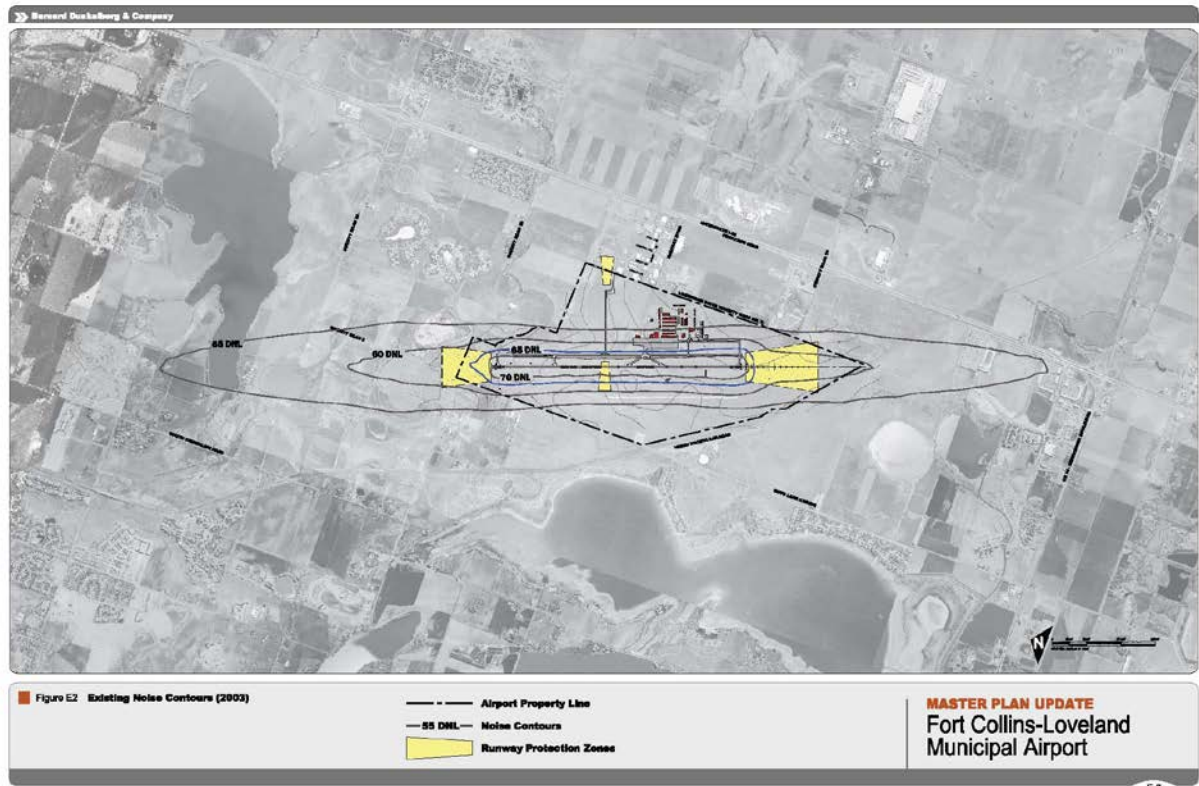
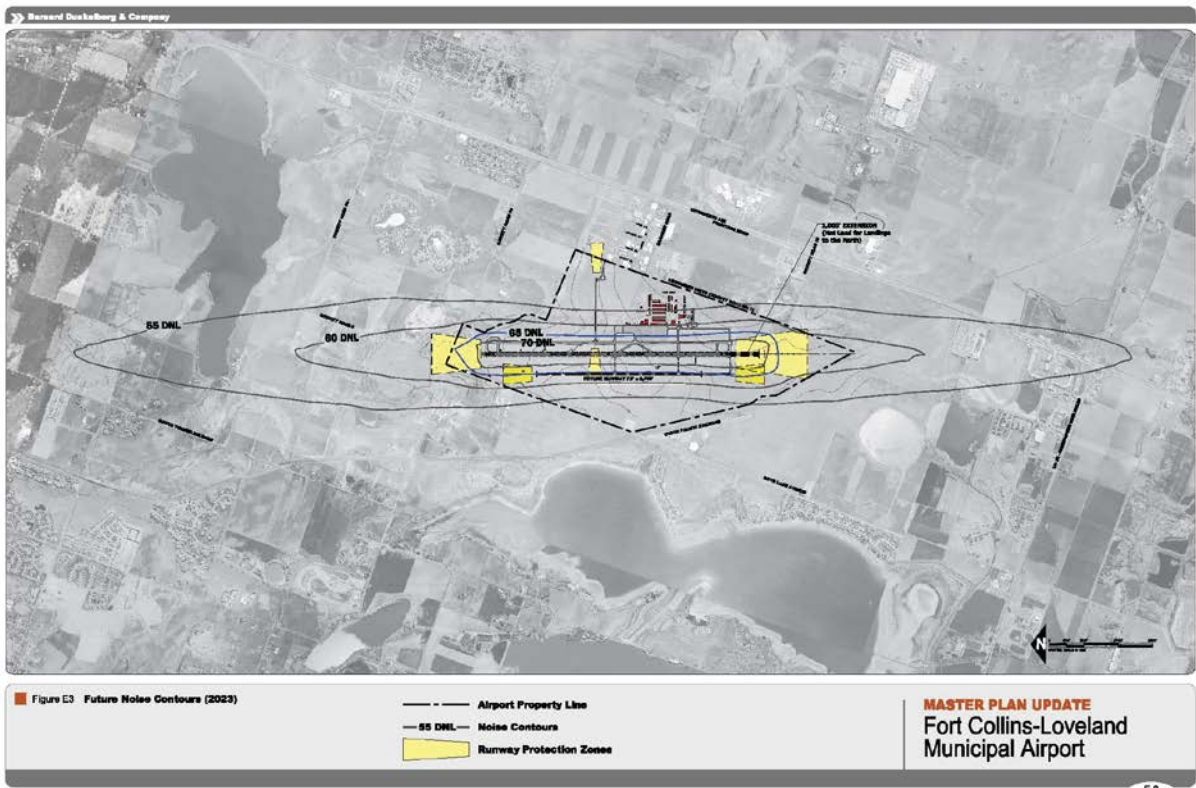


Figure 6 Future Noise Contours

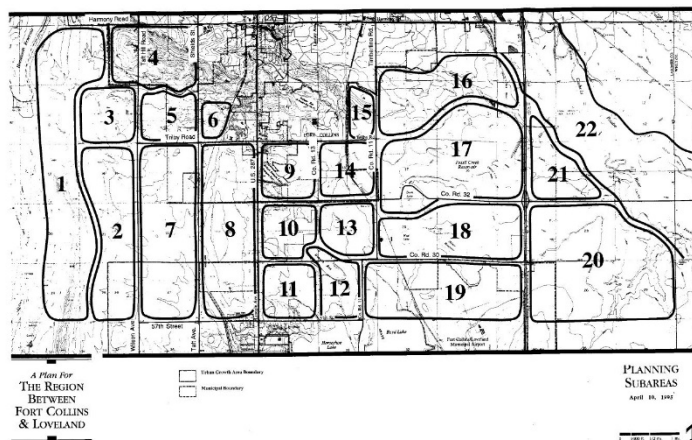


## ENCROACHMENT PROTECTIONS

The City Councils have directed staff to seek adequate protection for the Airport against encroachment of non-compatible land use, resulting in an investigation of current protections and historical protection efforts. One of the discoveries was that an inordinate amount of caution has been exercised when considering zoning and land development code at both the city and county level for parcels near the Airport. These protections, of which further details follow, were initiated as a result of coordinated planning between the City of Fort Collins, City of Loveland (collectively called the Cities), Larimer County (the County), and Airport Management.

In 1995, the Cities and the County entered into an agreement regarding the development of county property between the Cities. Special designation of Airport considerations were included in subareas 18 and 19 which includes parcels immediately north of the Airport (See figure 5). Within these areas, the preferred land use was identified as agricultural or open space use with a limited portion of the sub areas being acceptable for residential or mixed

**Figure 8. Subarea map from 'A Plan for the Region between Fort Collins & Loveland' in 1995. See page 36 of the plan.**



commercial industrial. This plan was implemented by the county through zoning the area as Airport to ensure development proposals are reviewed with specific consideration of airport needs (See Larimer County Municipal Code 4.1.21 included as Appendix F). Additionally, this zoning notifies the Airport when an opportunity exists to comment on a proposal under review.

Through this process, community planners determine whether an Aviation Easement or Aviation Activity Notice is appropriate.

A proposal in 1997 tested the efficacy of airport zoning within the County. A residential neighborhood, Eagle Ranch Estates, was proposed for development within a portion of sub area

18. The proposed development site was within the Airport influence area and outside the 65 DNL area. According to the aforementioned matrix on compatible land use, the site was compatible for residential dwellings, but was underneath an existing air traffic corridor. The County, through recommendations given by Airport Management, required that the residential development incorporate an Avigation Easement and Aviation Activity Notices within their sale documents. Through these protective measures the purchasers of properties are informed of the proximity to the Airport and that existing noise contour lines were located on or adjacent to their property as a result of aviation operations (See Appendix G). Additionally, the easements identify that there is the potential for future airport expansion and activity levels.

The City of Loveland has a Comprehensive Plan which guides City policy and land use. This plan is updated every 10 years, the most recent in 2005, to establish a vision for the community and outline land use throughout the city. Section 4.6 of the plan takes special note of the Airport and its critical zones, three sides of which reside entirely within Loveland. In order to best benefit the community and the airport five philosophies were established to guide development decisions:

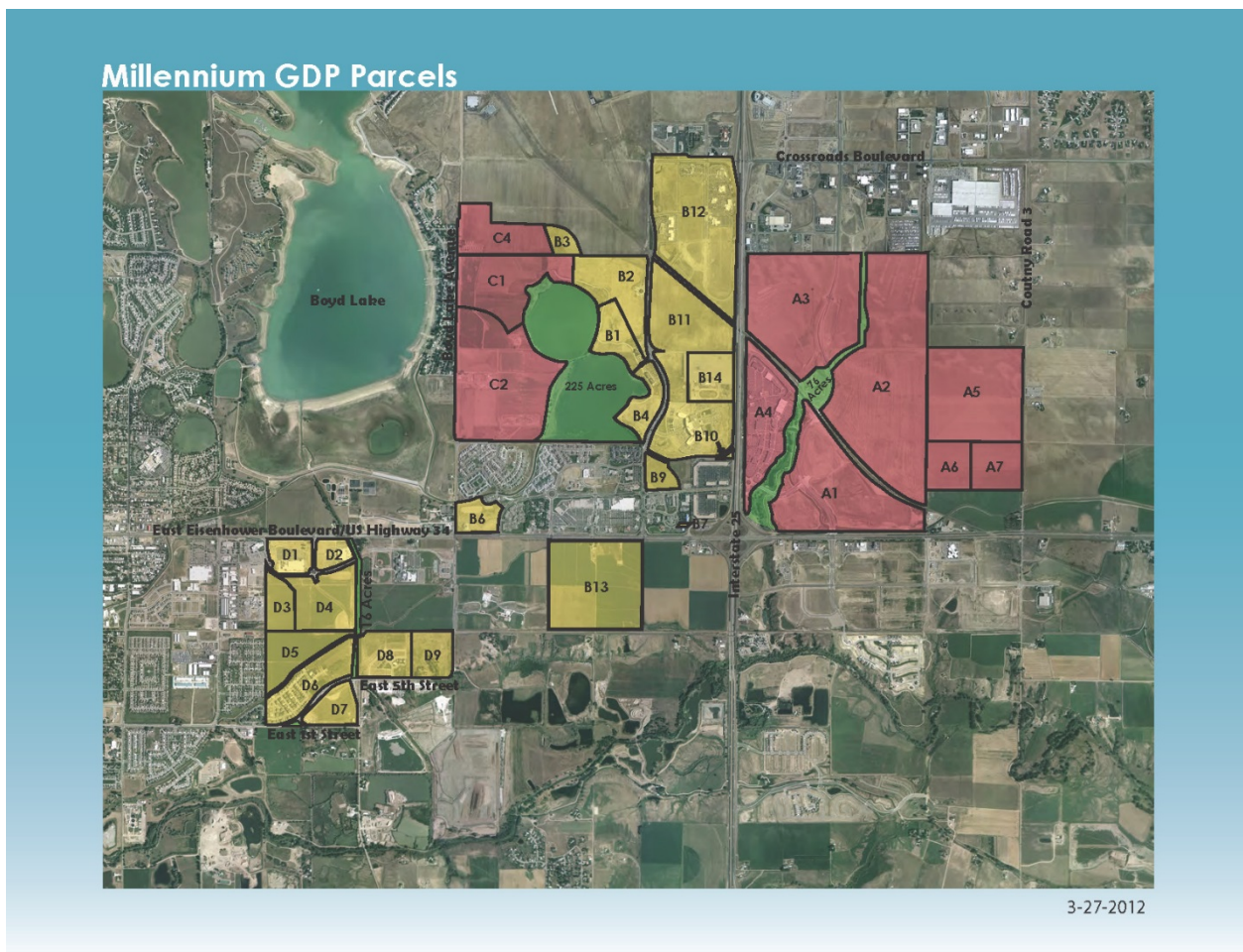
- 1) Land use decisions for property surrounding the airport should prevent interference with the present and planned operations of the airport.
- 2) Land use decisions for property surrounding the airport should protect the safety of persons and property given present and planned operations at the airport.
- 3) The City should encourage land use decisions for property surrounding the airport that promote the locational advantages of such property.
- 4) Airport operations should be reviewed annually. The Master Plan should be reviewed every 3 years and updated every 5 years.
- 5) The City of Loveland should collaborate and take the leadership role with the City of Fort Collins and Larimer County to ensure that those governments adopt land use, development, and construction regulations consistent with these goals.



These philosophies combine to provide for the mutual prosperity of all parties with interest in the area. With progressive foresight, realistic expectations, and periodic review of the Airport Master Plan, these guiding principles facilitate the highest level of collaboration between Airport and community planning.

The Airport Master Plan is recommended by the FAA to be updated every 10 years to reevaluate the situation and direction of the airport based on evolving needs. The most recent revision was done concurrently with the Millennium Project in 2006. The Millennium project assigned primary land use for several parcels to the south of the airport. Figure 9 below shows

Figure 9 Map of Millennium GDP Parcels.



the locations of the parcels and land use restrictions details for each sub area are found in Appendix H. The assigned land uses are compatible with the Airport as determined by their proximity to the Airport influence area and noise contours. Parcels within the 60 and 55 DNL

contours are zoned as mixed commercial and light industrial which is compatible with Airport activities. All sub parcels allowing residential developments are outside the 60 DNL contour. Therefore, those locations are planned to be much more compatible with Airport activities. The zoning requirements for all properties around the Airport were combined into generalized maps for the Airport Master Plan (see Figures 10 and 11).

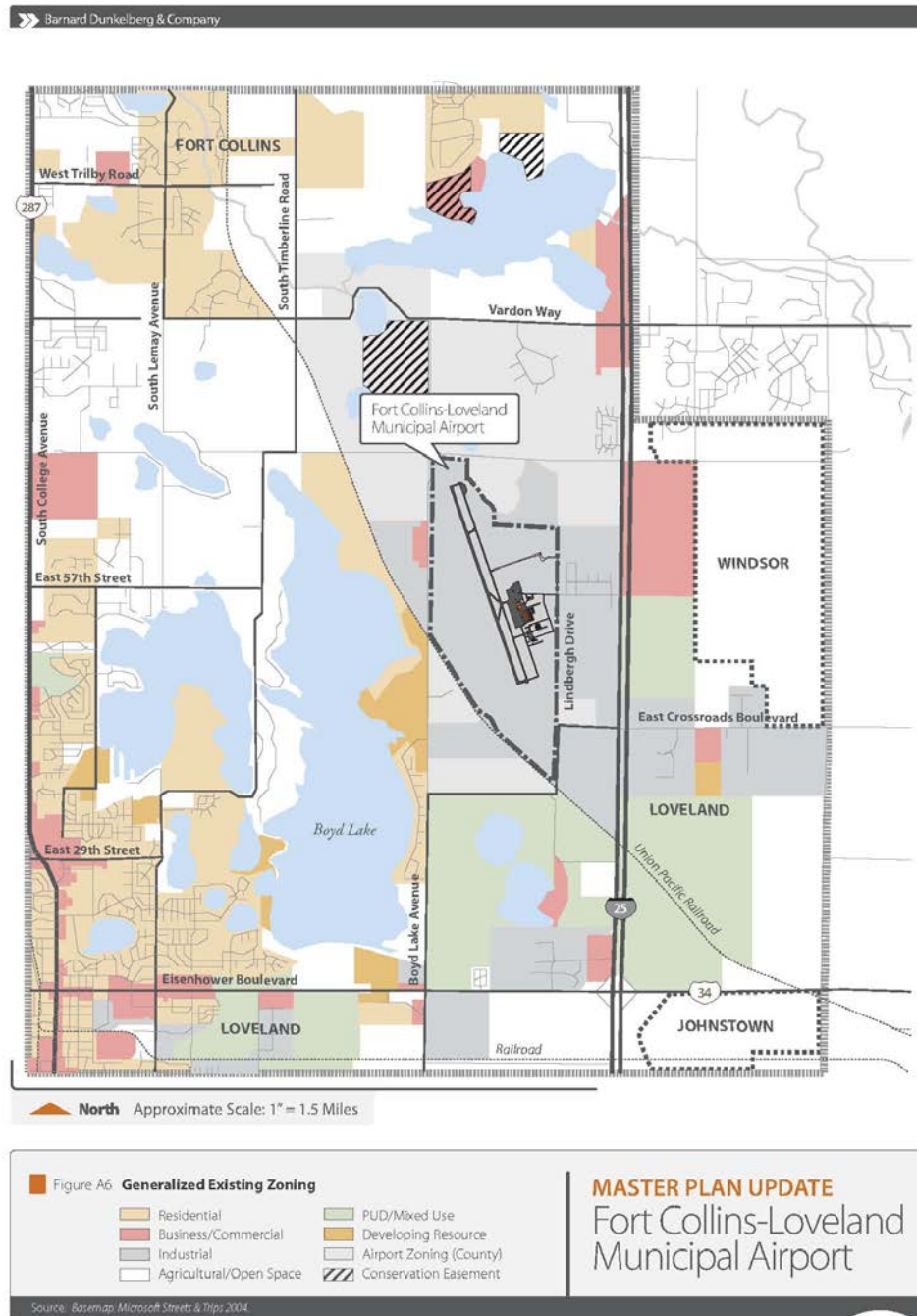
One unusual circumstance identifiable in the current Airport master plan is that the Airport's approach and departure corridors pass through five municipalities: Fort Collins, Loveland, Larimer County, Windsor, and Johnstown (see Figure 5). This geographic situation presents unique complexities in the airport reviewing and commenting on all proposed developments within the Airport influence area. Both Windsor and Johnstown have a small amount of property within the easternmost edge of the Airport influence area (approx. 30 and 15 acres respectively). The area is of relatively minimal impact being outside the critical noise contours reducing the need for airport staff involvement in planning and review for these areas.

The City of Fort Collins and Larimer County entered into an Inter-Governmental Agreement (IGA) in 2008 regarding the Metropolitan Growth Area north of the Airport influence area (Appendix I). Through the IGA, Fort Collins receives an increased level of information regarding development proposals in the county immediately adjacent to Fort Collins. This area includes land parcels near the Airport. The IGA allows the Airport to be better notified of proposed developments facilitating the opportunity to comment and/or object to non-compatible proposals.

Since the development of the Airport Strategic Plan the current zoning restrictions on land use were reviewed including areas with Aviation Easement requirements. Additionally, current development proposals and plans were evaluated to determine if current zoning and easement restrictions were effective buffers between the Airport and future residential developments. Review of these documents revealed that current zoning and easement requirements were working as intended and the protection measures taken against encroachment of non-compatible land use into sensitive areas near the Airport have to this point been successful.

The review additionally confirmed that the threat of residential encroachment on the Airport should be reviewed periodically by the Cities, the County, and the Airport at a minimum during updates to the Airport Master Plan.

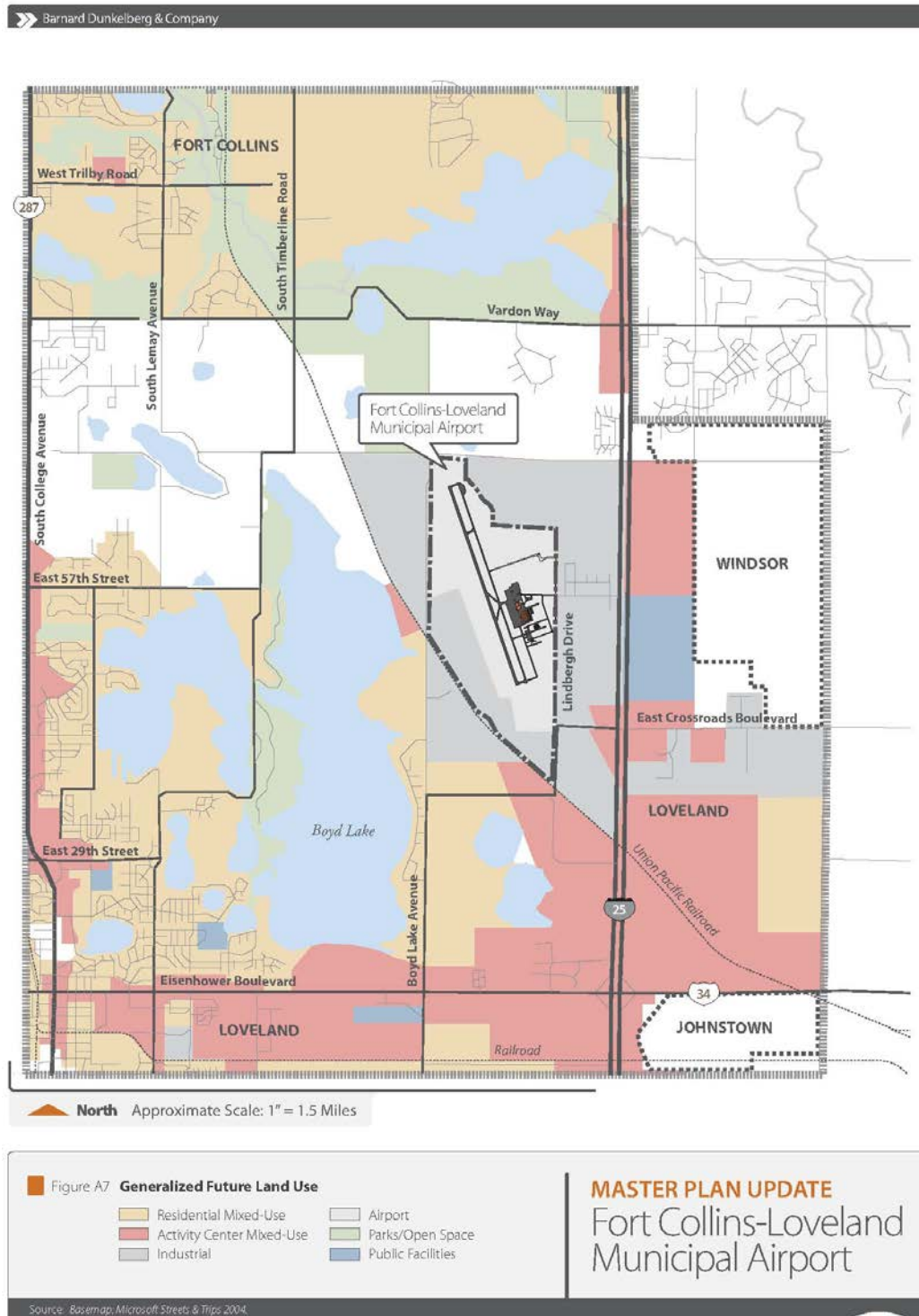
**Figure 10 Generalized Existing Zoning**



A15



Figure 11 Generalized Future Land Use



A.16

## CONCLUSIONS AND RECOMENDATIONS

As a result of this study airport staff have determined that the Cities and the County have made great efforts to protect this transportation resource. The joint planning efforts that have taken the Airport into consideration when weighing community needs by the Cities and the County and have produced a number of mutually beneficial and protective intergovernmental agreements. Planners representing all neighboring public entities have shown ample caution when including Airport needs in their respective development review process. This is evidenced by willingness of the planners to recommend the inclusion of Avigation Easements and Airport Activity Notification Disclosures on adjacent residential developments.

This paper has identified that there are many protective measures in place that identify the Airport as an important regional asset that should be protected. In addition to these measures it is recommended that the Airport and the Cities do the following:

- Maintain continuous vigilance in both planning and development reviews within the Airport Influence Area to ensure land use compatibility.
- Reevaluate land use compatibility with the Cities and the County during critical updates to the Airport Master Plan and the Cities' and County's Comprehensive land use plans.
- Continue to promote compatible land use within the approach and departure corridors as identified on the Airport Master Plan and monitor activity of adjacent property.

The first recommendation is to maintain and proactively manage the current standards of protective measures relative to land use and zoning surrounding the Airport. The protective policies and agreements that are currently in place require notification and opinion from Airport management on development proposals within the Airport Influence Area.

The second recommendation is that officials at the Cities, the County, and the Airport maintain a stance of immutable acuity for possible non-compatible land developments. By its' nature, community and Airport plans will continually evolve to meet the needs of their stakeholders.

Planning and oversight by community officials will continue to be crucial in ensuring a prosperous future for all involved. Key planning documents, such as comprehensive land use plans should incorporate Airport and FAA recommendations concerning areas near the Airport's approach and departure corridors. Continued efforts to establish higher compatibility within the airport influence area will additionally ensure a prosperous future for the aviation and non-aviation communities.

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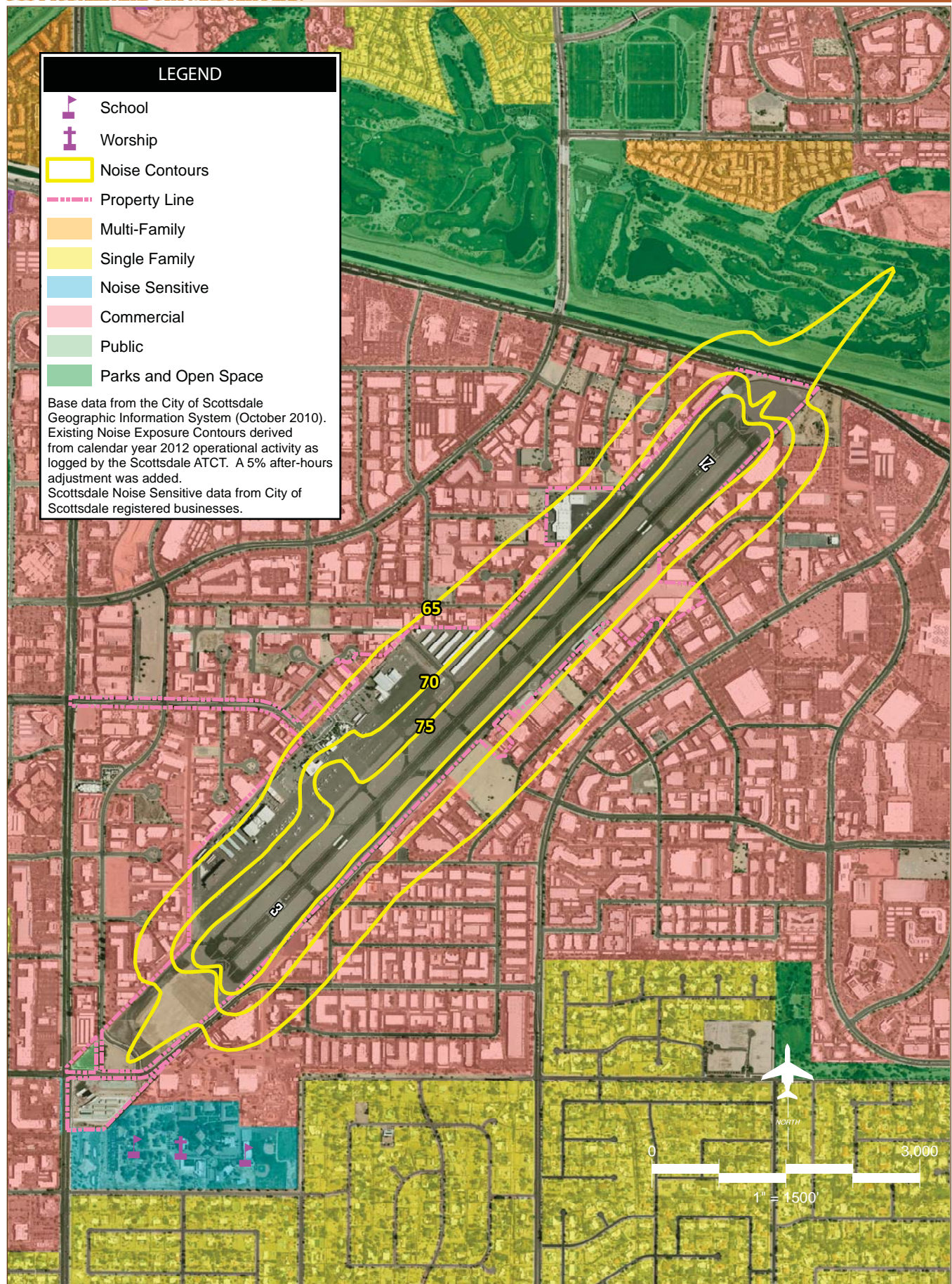
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## APPENDIX A

### Scottsdale Municipal Airport Planning Maps

- Existing Noise Exposure Contours
- Existing Land Use

# SCOTTSDALE AIRPORT MASTER PLAN



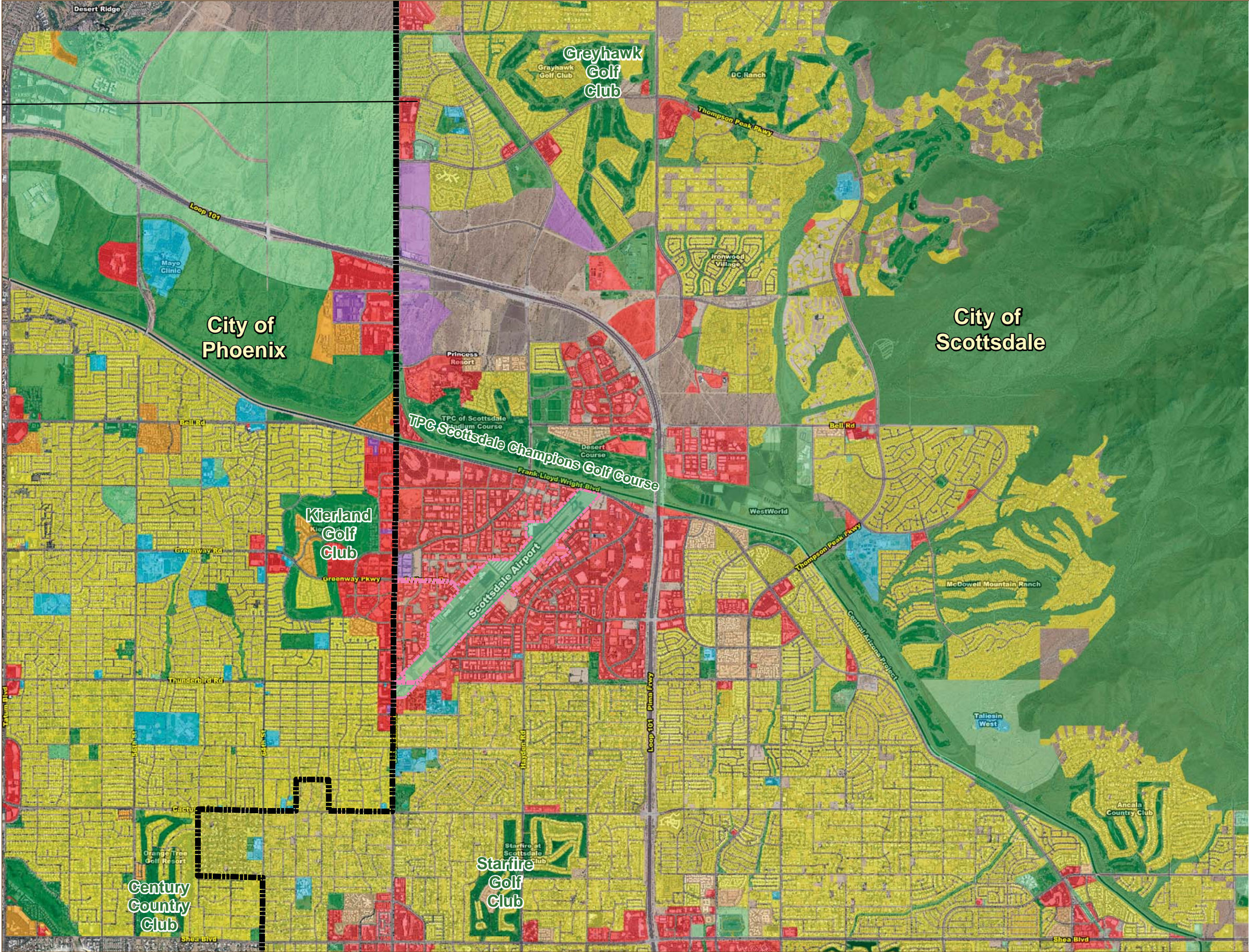
Aerial Source: Woolpert, 5-18-2013



EXISTING BASE YEAR  
NOISE EXPOSURE CONTOURS

Exhibit C1



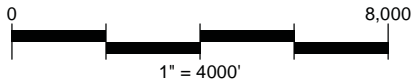


## Legend

- Municipal Boundary
- Airport Property
- Single Family Residential
- Multi Family Residential
- Commercial
- Industrial
- Mixed Use
- Noise Sensitive
- Public
- Parks and Open Space

### Source:

Aerial is from April 2012, Todd Photographic.  
Base data from the  
City of Scottsdale Geographic Information  
System (October 2010).  
Phoenix Land Use & Noise Sensitive data  
from City of Phoenix 2011  
Scottsdale Noise Sensitive data from City of  
Scottsdale registered businesses.





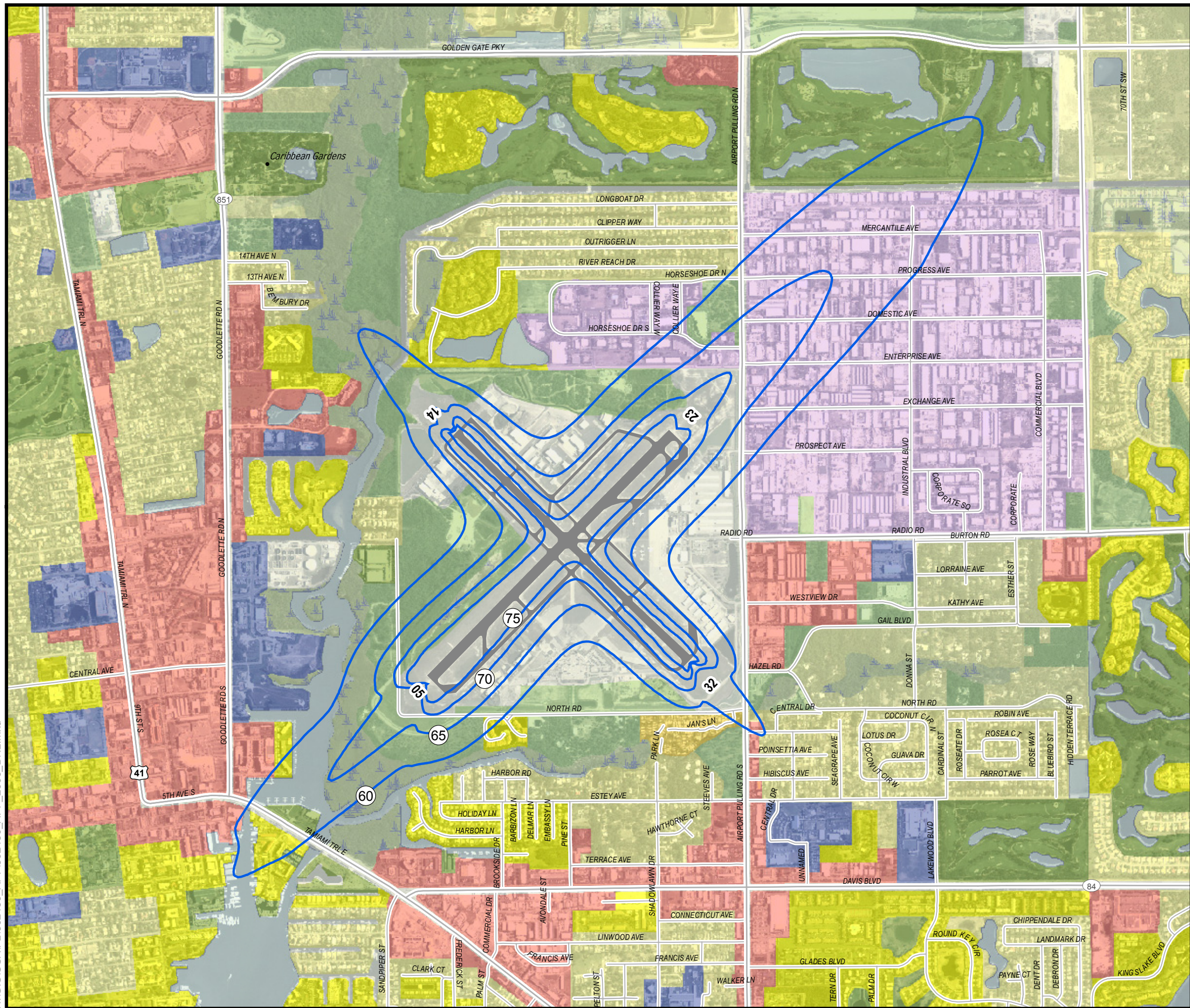
## APPENDIX B

### Naples Municipal Airport Planning Maps

- 2006 DNL Contour



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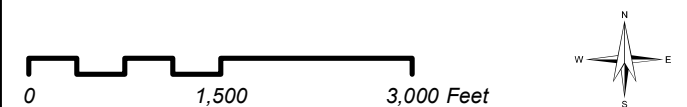
## 2006 DNL Contour

Figure 5

2006 (INM 6.0a)

- High Density Residential
- Medium Density Residential
- Low Density Residential
- Mobile Home Community
- Institutional
- Commercial and Services
- Industrial
- Communications; Transportation; Utilities
- Agricultural and Pastureland
- Open Land
- Recreational
- Sand (Non Beach)
- Water
- Wetland

Data Source: Collier County GIS, United States Department of Agriculture (USDA) Geospatial Data gateway, Environmental Systems Research Institute (ESRI)



 HARRIS MILLER MILLER & HANSON INC.



## APPENDIX C

### Fort Collins-Loveland Municipal Airport Master Plan Figures

- Land Use Compatibility Matrix
- Airport Influence area
- Existing Noise Contours
- Future Noise Contours
- Generalized Zoning Current
- Generalized Zoning Future

LAND USE	YEARLY DAY-NIGHT NOISE LEVEL (DNL) IN DECIBELS					
	BELOW 65	65-70	70-75	75-80	80-85	OVER 85
<b>RESIDENTIAL</b>						
Residential, other than mobile homes and transient lodgings	Y	N(1)	N(1)	N	N	N
Mobile home parks	Y	N	N	N	N	N
Transient lodgings	Y	N(1)	N(1)	N(1)	N	N
<b>PUBLIC USE</b>						
Schools	Y	N(1)	N(1)	N	N	N
Hospitals and nursing homes	Y	25	30	N	N	N
Churches, auditoriums and concert halls	Y	25	30	N	N	N
Governmental services	Y	Y	25	30	N	N
Transportation	Y	Y	Y(2)	Y(3)	Y(4)	Y(4)
Parking	Y	Y	Y(2)	Y(3)	Y(4)	N
<b>COMMERCIAL USE</b>						
Offices, business and professional	Y	Y	25	30	N	N
Wholesale and retail-building materials, hardware and farm equipment	Y	Y	Y(2)	Y(3)	Y(4)	N
Retail trade-general	Y	Y	25	30	N	N
Utilities	Y	Y	Y(2)	Y(3)	Y(4)	N
Communication	Y	Y	25	30	N	N
<b>MANUFACTURING AND PRODUCTION</b>						
Manufacturing, general	Y	Y	Y(2)	Y(3)	Y(4)	N
Photographic and optical	Y	Y	25	30	N	N
Agriculture (except livestock) and forestry	Y	Y(6)	Y(7)	Y(8)	Y(8)	Y(8)
Livestock farming and breeding	Y	Y(6)	Y(7)	N	N	N
Mining and fishing resource production and extraction	Y	Y	Y	Y	Y	Y
<b>RECREATIONAL</b>						
Outdoor sports arenas and spectator sports	Y	Y(5)	Y(5)	N	N	N
Outdoor music shells, amphitheaters	Y	N	N	N	N	N
Nature exhibits and zoos	Y	Y	N	N	N	N
Amusements, parks, resorts and camps	Y	Y	Y	N	N	N
Golf courses, riding stables and water recreation	Y	Y	25	30	N	N

Numbers in parentheses refer to NOTES.

The designations contained in this table do not constitute a Federal determination that any use of land covered by the program is acceptable or unacceptable under Federal, State or local law. The responsibility for determining the acceptable and permissible land uses and the relationship between specific properties and specific noise contours rests with the local authorities. FAA determinations under Part 150 are not intended to substitute federally determined land uses for those determined to be appropriate by local authorities in response to locally determined needs and values in achieving noise compatible land uses.

#### TABLE KEY

SLUCM	Standard Land Use Coding Manual.
Y(Yes)	Land Use and related structures compatible without restrictions.
N(No)	Land Use and related structures are not compatible and should be prohibited.
NLR	Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure.
25, 30 or 35	Land Use and related structures generally compatible; measures to achieve NLR of 25, 30 or 35 dB must be incorporated into design and construction of the structure.

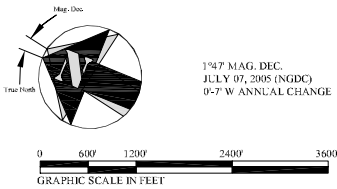
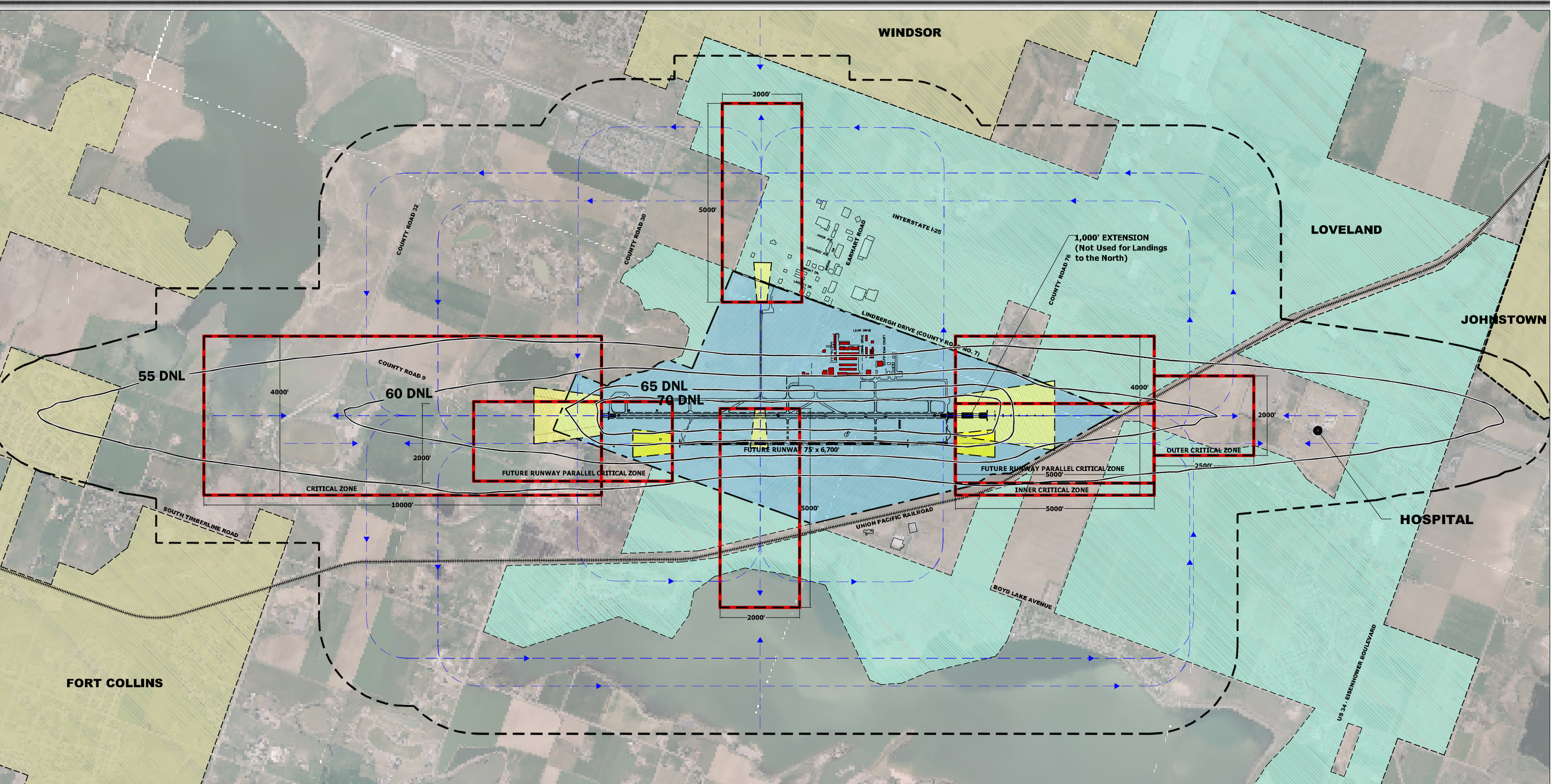
#### NOTES

- (1) Where the community determines that residential or school uses must be allowed, measures to achieve outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB to 30 dB should be incorporated into building codes and be considered in individual approvals. Normal residential construction can be expected to provide an NLR of 20 dB; thus, the reduction requirements are often stated as 5, 10, or 15 dB over standard construction and normally assume mechanical ventilation and closed windows year round. However, the use of NLR criteria will not eliminate outdoor noise problems.
- (2) Measures to achieve an NLR of 25 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.
- (3) Measures to achieve an NLR of 30 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.
- (4) Measures to achieve an NLR of 35 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.
- (5) Land use compatible provided that special sound reinforcement systems are installed.
- (6) Residential buildings require an NLR of 25 dB.
- (7) Residential buildings require an NLR of 30 dB.
- (8) Residential buildings not permitted.

Figure E1 Federal Aviation Regulation Part 150 Land Use Compatibility Matrix

## MASTER PLAN UPDATE Fort Collins-Loveland Municipal Airport





- Future Noise Contours (2023)** (Formulated 2005)
- Critical Zones**
- Aircraft Traffic Patterns**
- Airport Influence Area**
- Airport Property Line**
- City Limit Line**
- Runway Protection Zone**

REVISIONS		DATE
NO.	DESCRIPTION	

NOTES	
1. HEIGHT HAZARD, AIRCRAFT NOISE AND TRAFFIC PATTERNS CONSIDERED IN FORMULATION OF THE AIRPORT INFLUENCE AREA AND INCORPORATED INTO CITY OF LOVELAND LAND USE PLAN. THIS MAP HAS ALSO BEEN INCORPORATED INTO THAT LAND USE PLAN.	
SEE CITY OF LOVELAND COMPREHENSIVE MASTER PLAN SECTION 4.6, AIRPORT AND SURROUNDING AREAS, FOR DETAILED DESCRIPTION OF ACCEPTABLE LAND USES WITHIN VARIOUS ZONES.	

LAND USE MAP/  
AIRPORT INFLUENCE AREA

Fort Collins-Loveland  
Municipal Airport  
LOVELAND, CO

Barnard Dunkelberg & Company  
Airport and Environmental Consultants  
APRIL 2007

Figure F14



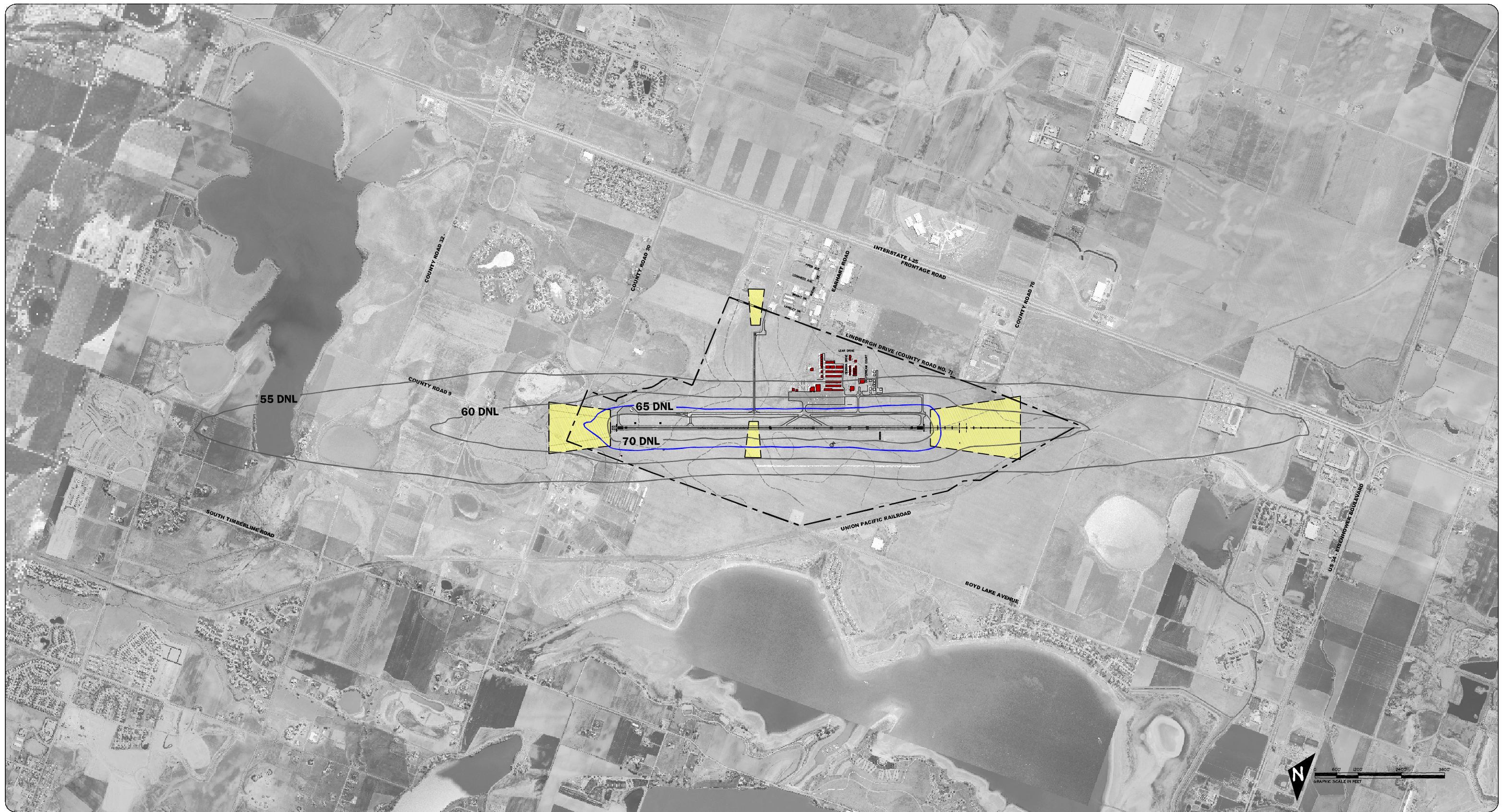


Figure E2 Existing Noise Contours (2003)

- — — — Airport Property Line
- 55 DNL — Noise Contours
- Runway Protection Zones

**MASTER PLAN UPDATE**  
Fort Collins-Loveland  
Municipal Airport



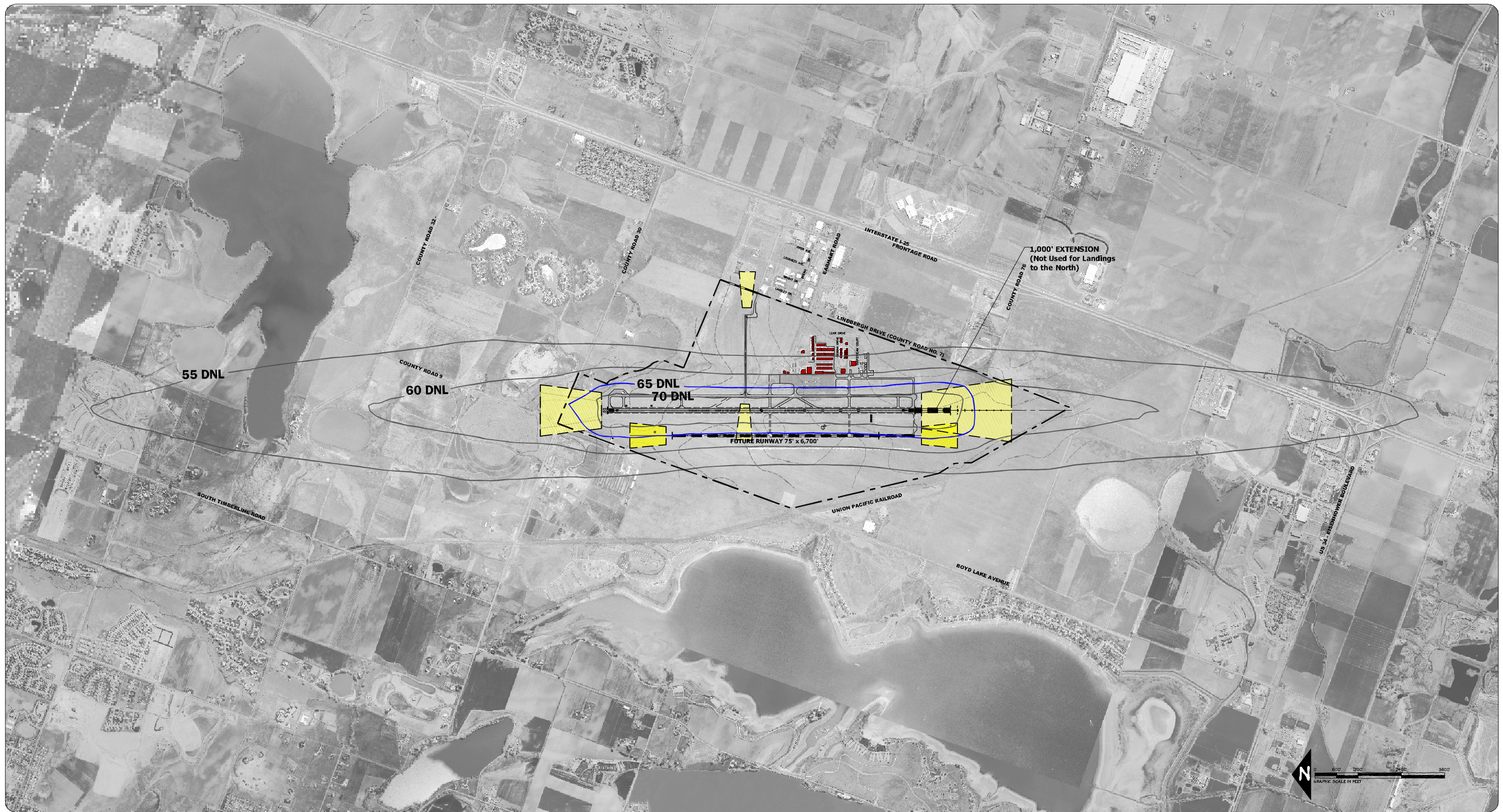


Figure E3 **Future Noise Contours (2023)**

- — — — Airport Property Line
- 55 DNL — Noise Contours
- Runway Protection Zones

**MASTER PLAN UPDATE**  
Fort Collins-Loveland  
Municipal Airport



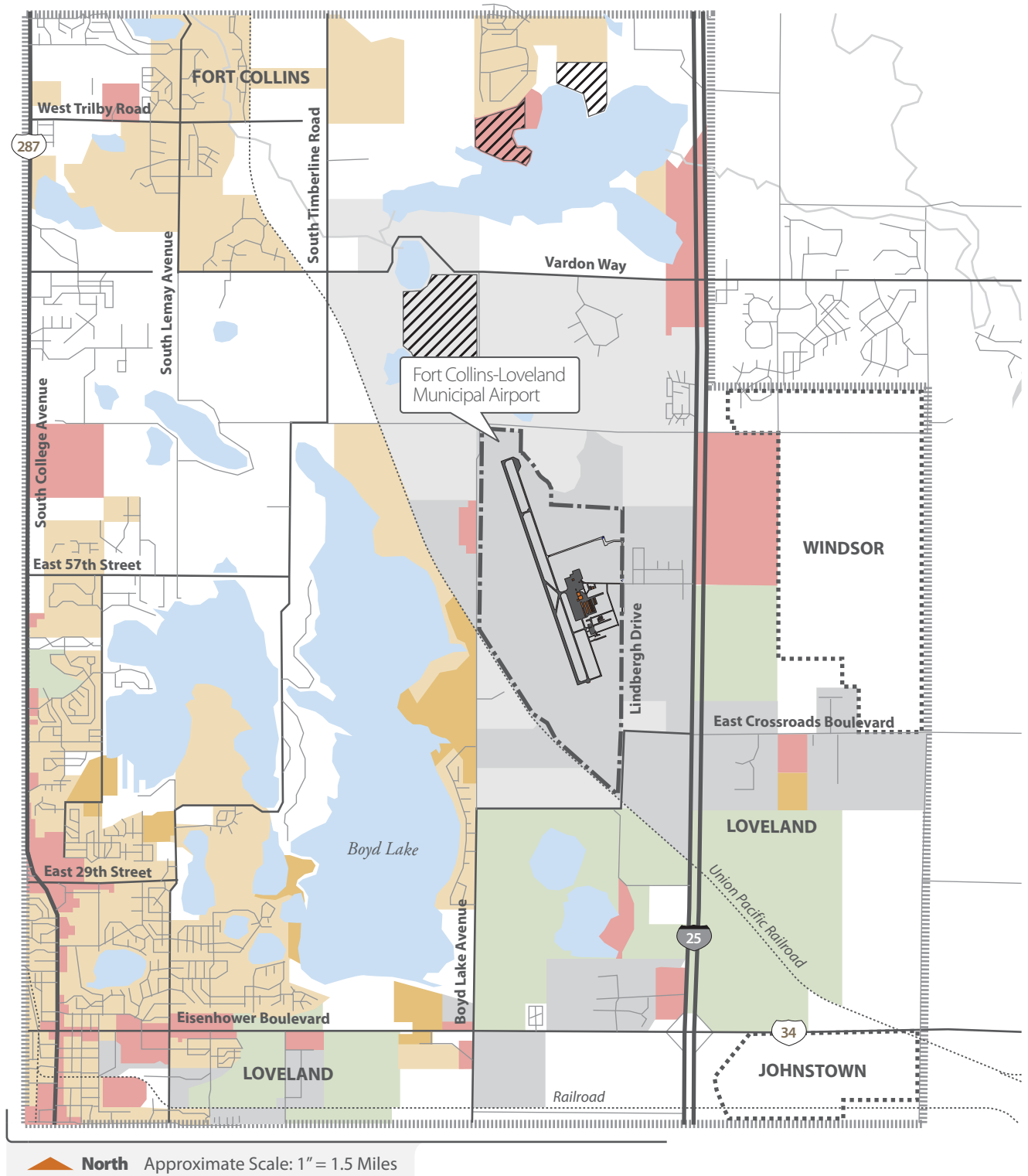


Figure A6 Generalized Existing Zoning

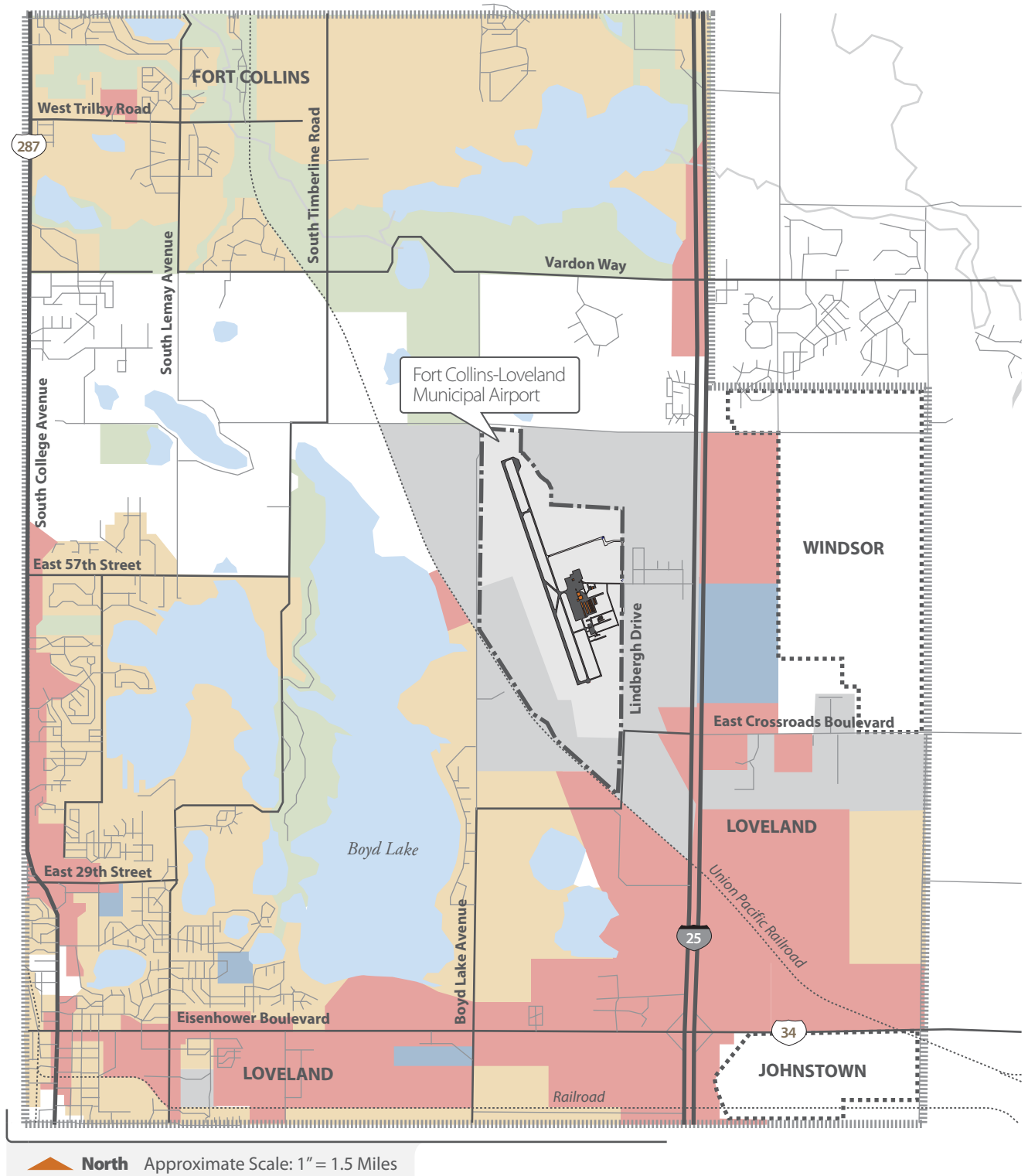
- |                         |                         |
|-------------------------|-------------------------|
| Residential             | PUD/Mixed Use           |
| Business/Commercial     | Developing Resource     |
| Industrial              | Airport Zoning (County) |
| Agricultural/Open Space | Conservation Easement   |

Source: Basemap: Microsoft Streets & Trips 2004.

## MASTER PLAN UPDATE

# Fort Collins-Loveland Municipal Airport



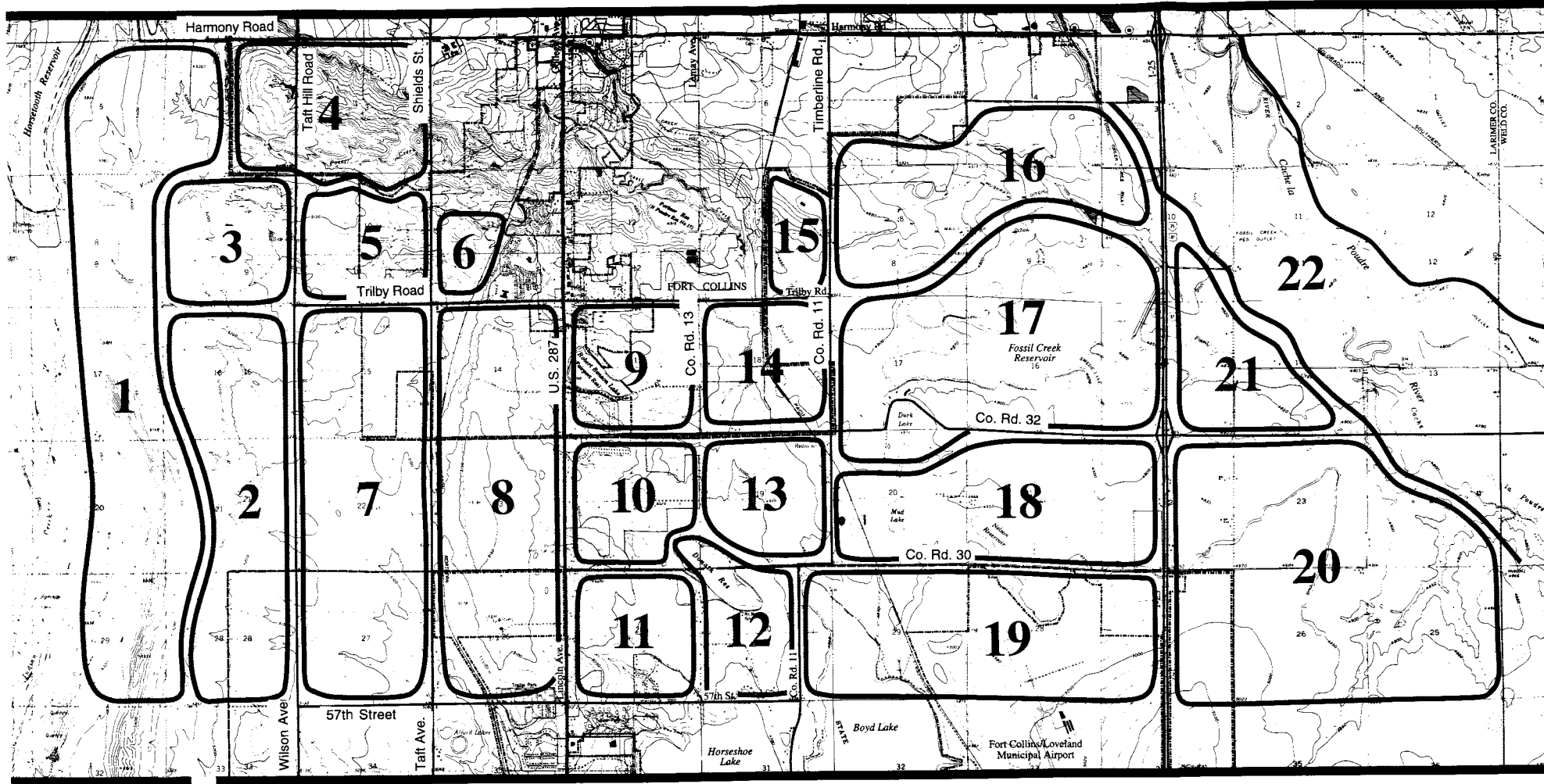


## APPENDIX D



### A Plan for the Region Between Fort Collins & Loveland 1995

- Planning Sub Areas Map
- Preferred Land Use Scenario Map
- Alternate Land Use Scenario Map

### Larimer County Land Zoning Map Front Range

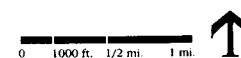


*A Plan For*  
**THE REGION  
 BETWEEN  
 FORT COLLINS  
 & LOVELAND**

-  Urban Growth Area Boundary  
 Municipal Boundary

**PLANNING  
 SUBAREAS**

April 10, 1995













## APPENDIX E

### County Zoning Code

#### 4.1.21. - AP-Airport.

##### A. Principal uses:

###### Agricultural

1. Apiary (R)
2. Commercial poultry farm (S)
3. Equestrian operation (PSP/MS/S)—See section 4.3.1
4. Farm (R)
5. Feedyard (S)
6. Fur farm (S)
7. Garden supply center (S)
8. Greenhouse (R)
9. Livestock auction (S)
10. Livestock veterinary clinic/hospital (MS/S)—See section 4.3.1
11. Pet animal facility (MS/S)—See section 4.3.1
12. Pet animal veterinary clinic/hospital (MS/S)—See section 4.3.1
13. Sod farm, nursery (R)
14. Tree farm (R)

###### Residential

15. Group home (R)
16. Group home for the aged (R)
17. Group home for developmentally disabled (R)
18. Group home for the mentally ill (R)
19. Single-family dwelling (R)
20. Storage buildings and garages (R)—See section 4.3.2

###### Commercial

21. Automobile service station (S)
22. Clinic (S)
23. Carwash (S)
24. Convenience store (S)
25. Flea market (S)
26. General commercial (S)

#### 4.1.21. - AP-Airport.

##### A. Principal uses:

###### Agricultural

1. Apiary (R)
2. Commercial poultry farm (S)
3. Equestrian operation (PSP/MS/S)—See section 4.3.1
4. Farm (R)
5. Feedyard (S)
6. Fur farm (S)
7. Garden supply center (S)
8. Greenhouse (R)
9. Livestock auction (S)
10. Livestock veterinary clinic/hospital (MS/S)—See section 4.3.1
11. Pet animal facility (MS/S)—See section 4.3.1
12. Pet animal veterinary clinic/hospital (MS/S)—See section 4.3.1
13. Sod farm, nursery (R)
14. Tree farm (R)

###### Residential

15. Group home (R)
16. Group home for the aged (R)
17. Group home for developmentally disabled (R)
18. Group home for the mentally ill (R)
19. Single-family dwelling (R)
20. Storage buildings and garages (R)—See section 4.3.2

###### Commercial

21. Automobile service station (S)
22. Clinic (S)
23. Carwash (S)
24. Convenience store (S)
25. Flea market (S)
26. General commercial (S)
27. General retail (S)
28. Instructional facility (S)
29. Outdoor display and sales (S)
30. Bar/tavern (S)



- 31. Personal service (S)
- 32. Professional office (S)
- 33. Restaurant (S)

#### Institutional

- 34. Cemetery (S)
- 35. Church (MS/S)—See section 4.3.4
- 36. Community hall (MS/S)—See section 4.3.4
- 37. Health services (S)
- 38. Hospital (S)
- 39. Rehabilitation facility (S)
- 40. School, nonpublic (S)

#### Recreational

- 41. Country club (S)
- 42. Golf course (S)
- 43. Membership club/clubhouse (S)
- 44. Place of amusement or recreation (SP/S)—See section 4.3.5

#### Accommodation

- 45. Bed and breakfast (MS/S)—See section 4.3.6
- 46. Hotel/motel (S)

#### Industrial

- 47. Enclosed storage (S)
- 48. General industrial (S)
- 49. Light industrial (S)
- 50. Mining (S)
- 51. Oil and gas drilling and production (R)
- 52. Small solar facility (R/PSP)
- 53. Trade use (S)

#### Utilities

- 54. Commercial mobile radio service (SP/S)—See section 16

#### Transportation

- 55. Airport (S)
- 56. Bus terminal (S)
- 57. Commercial aerial sightseeing/tour flights (S)
- 58. Heliport (S)
- 59. Park and ride (S)



- 60. Parking lot/garage (S)
  - 61. Train station (S)
  - 62. Transportation depot (S)
  - 63. Transportation service (S)
  - 64. Truck stop (S)
- B. Lot, building and structure requirements:
- 1. Minimum lot size:
    - a. 100,000 square feet (2.3 acres) if a well or septic system is used.
    - b. 15,000 square feet (0.34 acre) for any single-family dwelling lot approved through a general development plan as described in subsection 5.13.3 (general development plan). Public water and sewer are required for any lot of less than 100,000 square feet.
    - c. 100,000 square feet for any lot for a use that requires special review other than a single-family dwelling.
    - d. Maximum density in a conservation development is calculated by dividing the total developable area by 100,000 square feet. Maximum density in a rural land plan is determined by subsection 5.8.6.A. Lots in a conservation development or rural land plan that use a well or an individual septic system must contain at least two acres (87,120 square feet). Lots in a conservation development or rural land plan connected to public water and either a public sewer or community sewer system are not required to meet minimum lot size requirements (except for the purpose of calculating density).
  - 2. Minimum required setbacks: (If more than one setback applies, the greater setback is required.)
    - a. Street and road setback (Refer to section 4.9.1 setbacks from highways, county roads, and all other streets and roads.) The setback from a street or road must be 25 feet from the lot line, nearest edge of the road easement, nearest edge of right-of-way, or nearest edge of traveled way, whichever is greater.
    - b. Side yards—Five feet.
    - c. Rear yards—Five feet.
    - d. Refer to section 4.9.2 for additional setback requirements (including but not limited to streams, creeks and rivers).
  - 3. Maximum structure height:
    - a. Forty feet for uses by right.
    - b. For special review uses, the maximum structure height is determined through the special review process based on the structure's impact on airport operations.
  - 4. No parcel can be used for more than one principal building; additional buildings on a parcel are allowed if they meet the accessory use criteria in subsection 4.3.10.
- C. Additional requirements for all uses in the AP-airport zone:
- 1. No use will be allowed that would:
    - a. Adversely affect visibility in the vicinity of the airport or the operational efficiency of any navigational or communications facilities used by aircraft at the airport;
    - b. Make it difficult for pilots to distinguish between airport lights and other lighting; or
    - c. Result in glare in the eyes of pilots using the airport.

2. Unless approved through the special review process, no uses are allowed that require aboveground storage of chemicals, gases, liquids or other materials that are flammable, explosive or poisonous or which pose a safety hazard to the public in quantities of 1,000 gallons or more. Such materials in quantities exceeding 1,000 gallons can be stored aboveground only in accordance with safety criteria and standards relating to quantity-distance criteria, type of storage facilities and the shielding of storage facilities that are customary in the industry with respect to stored material;
3. No uses are allowed where the principal business purpose is the manufacture, warehousing, storage or shipping of commercial explosives or radioactive materials;
4. Any dust, fumes, odors, smoke, vapor, noise and vibration not directly resulting from the takeoff and landing of aircraft must be effectively confined within the boundaries of the AP-airport zone; and
5. Certain uses or activities in the designated flight patterns, noise and/or critical areas shown on the flight patterns and Composite Noise Rating Contours Map are incompatible with airport operations. The following land uses are generally considered to be incompatible with airport operations in the following areas:
  - a. Flight pattern area:
    - (1) Schools
    - (2) Churches
    - (3) Hospitals
    - (4) Libraries
  - b. Noise area 2:
    - (1) Residential dwellings
    - (2) Schools
    - (3) Churches
    - (4) Hospitals
    - (5) Libraries
    - (6) Auditoriums
    - (7) Outdoor amphitheaters
    - (8) Concert halls
    - (9) Sports arenas
  - c. Noise area 3:
    - (1) Residential dwellings
    - (2) Hotels
    - (3) Motels
    - (4) Schools
    - (5) Churches
    - (6) Hospitals
    - (7) Libraries
    - (8) Auditoriums
    - (9) Outdoor amphitheaters

- (10) Concert halls
- (11) Sports arenas
- (12) Playgrounds
- (13) Parks
- (14) Active open space
- (15) Office buildings
- (16) Personal, business and professional offices
- (17) Commercial uses
- (18) Manufacturing uses
- (19) Transportation uses
- (20) Communications and utilities

d. Critical area:

- (1) Residential dwellings
- (2) Hotels
- (3) Motels
- (4) Schools
- (5) Churches
- (6) Hospitals
- (7) Libraries
- (8) Auditoriums
- (9) Outdoor amphitheaters
- (10) Concert halls
- (11) Sports arenas

(Res. No. 04292003R005, 4-29-2003; Res. No. 06172003R009, 6-17-2003; Res. No. 03302004R001, § 1(Exh. A), 3-15-2004; Res. No. 02222005R002, Exh. A, 2-22-2005; Res. No. 05022006R001, Exh. A, 5-2-2006; Res. No. 09262006R024, Exh. A, Item 1, 9-26-2006; Res. No. 04102007R018, Exh. A, 4-10-2007; Res. No. 01222008R001, Exh. A, 1-22-2008; Res. No. 10282008R005, Exh. A, 10-28-2008; Res. No. 02172009R010, Exh. A, 2-17-2009; Res. No. 04282009R001, Exh. A, 4-28-2009; Res. No. 08102010R001, Exh. A, 8-10-2010; Res. No. 01242012R001, Exh. A, 1-24-2012; Res. No. 02142012R001, Exh. A, 2-14-2012; Res. No. 05292012R003, Exh. A, 5-29-2012)



## APPENDIX F

### Avigation Easement

- Eagle Ranch Estates Avigation Easement

**ADDENDUM TO THE AGREEMENT**  
**FOR PURCHASE AND SALE**

**DISCLOSURES TO BUYERS**  
**OF LOTS IN**  
**EAGLE RANCH ESTATES PUD**

This is an addendum to the agreement for Purchase and sale dated \_\_\_\_\_ between Three Eagles Development, LLC (Seller) and \_\_\_\_\_ (Buyers) to purchase Lot \_\_\_\_ in Eagle Ranch Estates PUD in Larimer County, Colorado.

Seller and Buyer hereby agree to modify said agreement as follows:

**AIRPORT**

**1. Proximity to the Airport**

Eagle Ranch PUD is located less than 1 mile from the Fort Collins Loveland Airport. The project is also located within the "Airport Area of Influence" as defined by the Airport Master Plan. The lots are located within the flight pattern of the North South Runway for take-offs and landings. Airplanes will fly at low elevations over Eagle Ranch Estates As they take off and land at the Fort Collins-Loveland Airport. The airport is operational 24Hrs. a day. Flights may occur at all hours.

**2. Disclosure of Noise Impacts**

Noise Contours have been mapped for the Airport. The 55 Dbn noise contour lies within the southwest corner of Eagle Ranch Estates. Therefore, homeowners should expect varying degrees of noise from these aircraft which some residents may find intrusive.

**3. Future Operations**

The Airport plans to expand its operations in the future. The details and timing of that expansion are not yet known. However, the Airport anticipates that the number of flights may increase. Larger airplanes may use the Airport. Night operations may be instituted which could increase the noise levels within the development.

✓ Flanning

## **AGRICULTURAL OPERATIONS**

### **1. Existing Agricultural Operations**

There are several existing agricultural operations in the vicinity of Eagle Ranch PUD. These include mixed cropland, grazing, and a dairy. A large portion of the common area of Eagle Ranch Estates is anticipated to be leased for cropland. The crop now contemplated for this land is alfalfa. This may change in the future.

### **2. Impacts of Agriculture**

Agricultural operations can create noise, dust, and odors which some residents may find objectionable. In addition, plowing, planting, cultivating, spraying, harvesting, and various livestock operations may be carried out at night.

### **3. Right of Existing Agricultural Land Uses to Continue**

Under the current Larimer County Zoning Resolution, any legal crop, orchard, or grazing activity is permitted as a use by right. Livestock operations, and other similar agricultural operations are permitted under a special review. There are no known plans to change this provision of the regulations. Even if there were, existing agricultural operations could continue indefinitely.

### **4. Future Agricultural operations**

It can be anticipated that there will be future agricultural operations on surrounding or nearby parcels. These operations may be the same as or may be more intense than those which have historically operated in the area.

## **SLUDGE DISPOSAL AREA**

### **1. Existing Sludge Disposal Area**

The South Fort Collins Sanitation District owns the property immediately west of Eagle Ranch Estates. They use this property to spread sewage sludge.

### **2. Possible impacts of that Sludge Disposal Operation**

Sludge disposal operations can create noise, dust, and odors which some residents may find objectionable.

### **3. Future Plans for the operation**

The South Fort Collins Sanitation District is located in a growing area. It is likely that their sludge disposal operation could increase; or alternatively, they could relocate the operation and the site could become available for development.



2/3  
**Buyers' Acknowledgment.**

The buyer, by signing below certifies that he or she have read the above disclosure statement and understands and acknowledges its contents.

**Severability**

If any provision of this disclosure is held invalid or becomes invalid for any reason, the remainder shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.

**All Other Terms Apply**

All other terms and conditions for purchase and sale shall, accept as modified hereby, remain in full force and effect.

**This Disclosure Addendum to the Agreement for Purchase and Sale is executed  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

BUYERS

SELLERS

THREE EAGLES DEVELOPMENT, LLC

Date

By:  Manager

## AVIGATION EASEMENT

WHEREAS, Three Eagles Development, LLC (hereinafter called the "Grantor" is the owner in fee simple of that certain parcel of land situated in Larimer County, State of Colorado, more specifically described as exhibit A attached hereto and is by reference incorporated herein (hereinafter called the "Grantor's Property"); and

WHEREAS, The City of Loveland, Colorado and the City of Fort Collins, Colorado (hereinafter collectively called the "Grantee") jointly own the Fort Collins-Loveland Municipal Airport, which is located near to the Grantor's Property;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, for itself and its successors and assigns, does hereby grant, bargain, sell, and convey unto the grantee, its successors, and assigns, for the use and benefit of the public, an easement appurtenant to the Fort Collins-Loveland Municipal Airport for the passage of all aircraft by whomsoever operated, in the airspace above the surface of the Grantor's property to an infinite height above the Grantor's property, together with such noise and vibration which may reasonably be expected by aircraft taking off and landing at said airport and flying over the property.

TO HAVE AND TO HOLD said easement and all rights and appurtenant thereto unto the Grantee, its successors and assigns, until such Fort Collins-Loveland Municipal Airport shall abandoned and cease to be used for public airport purposes, it being understood and agreed that these covenants and agreements shall run with the land.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 19<sup>th</sup> day of June, 1997.

**GRANTOR:** Three Eagles Development, LLC

BY: Jay D. Stron Manager  
(Name and Title)

STATE OF COLORADO )

) ss.

COUNTY OF Chumel )

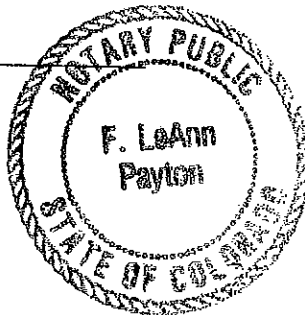
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 1997, by

Jay D. Stron as Manager of Three Eagles Development, LLC

F. LeAnn Payton

Notary Public

My Commission expires: March 3, 2001



✓ Planning

17  
2

EXHIBIT A

LEGAL DESCRIPTION - PHASE I

The NE¼ of Section 21, Township 6 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado;  
EXCEPT for the following described tract:  
Considering the North line of the NE¼ of said Section 21 as bearing N 90°00' W. and with all bearings contained herein relative thereto:  
Commencing at the NE corner of said Section 21, thence along the said North line, N 90°00' W., 369.49 feet to the true point of beginning; thence, continuing along the said North line N 90°00' W., 917.05 feet; thence, departing the said North line S 00°00' E., 475.00 feet; thence N 90°00' E, 917.05 feet; thence N 00°00' E, 475.00 feet to the true point of beginning, Larimer County, Colorado;  
AND EXCEPT that portion dedicated as a public highway in instrument recorded July 9, 1992, at Reception No. 92039354.

EXHIBIT B

LEGAL DESCRIPTION - PHASE II

The SE¼ of Section 21, Township 6 North, Range 68 West of the 6th P.M., Larimer County, Colorado, except a tract of land located in the SE¼ of section 21, Township 6 North, Range 68 West of the 6th P.M.; being more particularly described as follows:  
Considering the South line of the SE¼ of said Section 21 as bearing N 90°00'00" West and with all bearings contained herein relative thereto;  
Beginning at the Southeast corner of Section 21, Township 6 North, Range 68 West; thence N 90°00'00" West along the South line of the SE¼ of said Section 21, a distance of 660.00 feet; thence N 02°40'15" West parallel to the East line of the SE¼ of said Section 21, a distance of 660.00 feet; thence S 90°00'00" East on a line parallel to the South line of the SE¼ of said Section 21, a distance of 660.00 feet more or less to a point on the East line of said SE¼; thence S 02°40'15" East along the East line of the SE¼ of said Section 21, a distance of 660.00 feet to the True Point of Beginning, except right of way for County Road over the South 30 feet.



## AVIATION LAND USE COMPATIBILITY PROGRAM

### Aviation Disclosure Notice

The Washington State Department of Transportation (WSDOT) Aviation recommends that towns, cities and counties located near or adjacent to a public use airport adopt disclosure notice regulations within their development code. The disclosure notice should be required for all new development or substantial alterations in the building or use.

Aviation Notice Requirements are generally set forth within the local jurisdictions development code, i.e. subdivision regulations, zoning code regulations or both. The local jurisdiction together with the airport sponsor should determine the affected area. Many jurisdictions require notice requirements within 5,000 feet of an airport. Others require notice within FAR Part 77 "Imaginary Surfaces", while other may require notice within a portion of the Airport Influence area.

### New or Amended Subdivision Plats

As a condition of approval for major and short subdivisions, binding site plans or similar documents a note is required on the face of the final plat map as a condition of approval of the subdivision if the proposed subdivision is located within the (*airport influence*). Plat maps are then recorded with the County Auditor during the normal subdivision process.

As a condition of new development on existing lots of record an aviation disclosure notice should be recorded with the County Auditor. The notice should be recorded for all new development/building permit activity, substantial remodels (as defined by local jurisdiction), conditional use permits, and special use permit within the (*airport influence*) area.

Jurisdictions across the state have developed different notice requirements including aviation easements. The following document was developed by Walla Walla County in 2002. The Washington State Department of Transportation uses this document as an example of one method available to jurisdictions.

**Example Walla Walla County 2002**

## AVIATION ACTIVITY NOTICE

**WHEREAS**, (full name of property owner(s)), are the owners in fee of that certain parcel of land situated in the County of \_\_\_\_\_, State of \_\_\_\_\_, more particularly described as follows:

(Insert legal description of property)

**NOW, THEREFORE**, notice is given to all future property owners that: “The subject property is located adjacent to and within close proximity and flight paths of (*airport name*) and may impact the property from a variety of aviation activities. Such activities may include but are not limited to noise, vibration, chemical, odors, hours of operation, low overhead flights and other associated activities.”

**AND**, current and future property owners are also notified that the Federal Aviation Administration (FAA) establishes standards and notification requirements for potential height hazards that may be caused by structures, building, trees and other objects affecting navigable air space through 14 CFR Federal Aviation Regulations (FAR) Part 77 Civil Aviation Imaginary Surfaces. Any questions on establishing on height hazards or obstructions should be directed to (*local jurisdiction name*)(*airport sponsor name*) or the FAA.

Signed \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

**Legal Property Owner(s)**

**ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_,)  
 ) ss.

**COUNTY OF** \_\_\_\_\_ )

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for the County and State aforesaid,  
came \_\_\_\_\_, who are personally known to me to  
be the same persons who executed the within instrument of writing and such persons duly  
acknowledged the execution of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my seal, the day  
and year last above written.

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

My commission expires \_\_\_\_\_



## General Aviation Airport Environment Disclosure Notice

To: \_\_\_\_\_ (prospective purchaser)

The property at \_\_\_\_\_ (address/location)

is located within approximately one mile from \_\_\_\_\_  
\_\_\_\_\_ airport/address).

Prince George's County has determined that premises within approximately one mile of a public use/commercial use general aviation airport may be subject to overflight by aircraft. Residents of property near a public use/commercial use airport are hereby notified that they may be subject to those conditions which may be inherent of normal airport operations.

Prince George's County government has placed certain restrictions (Airport Policy Areas) on the development of some property within general aviation airport environments. For more information, please contact the Prince George's County Planning Department, Information Counter, at 301-952-3208 (web site: [www.mncppc.org/pgco/home.htm](http://www.mncppc.org/pgco/home.htm)).

### CERTIFICATION

As the owner of the subject property, I hereby certify that I have informed \_\_\_\_\_ as a prospective purchaser that the subject property is located in a general aviation airport environment.

Date: The \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Owner: \_\_\_\_\_

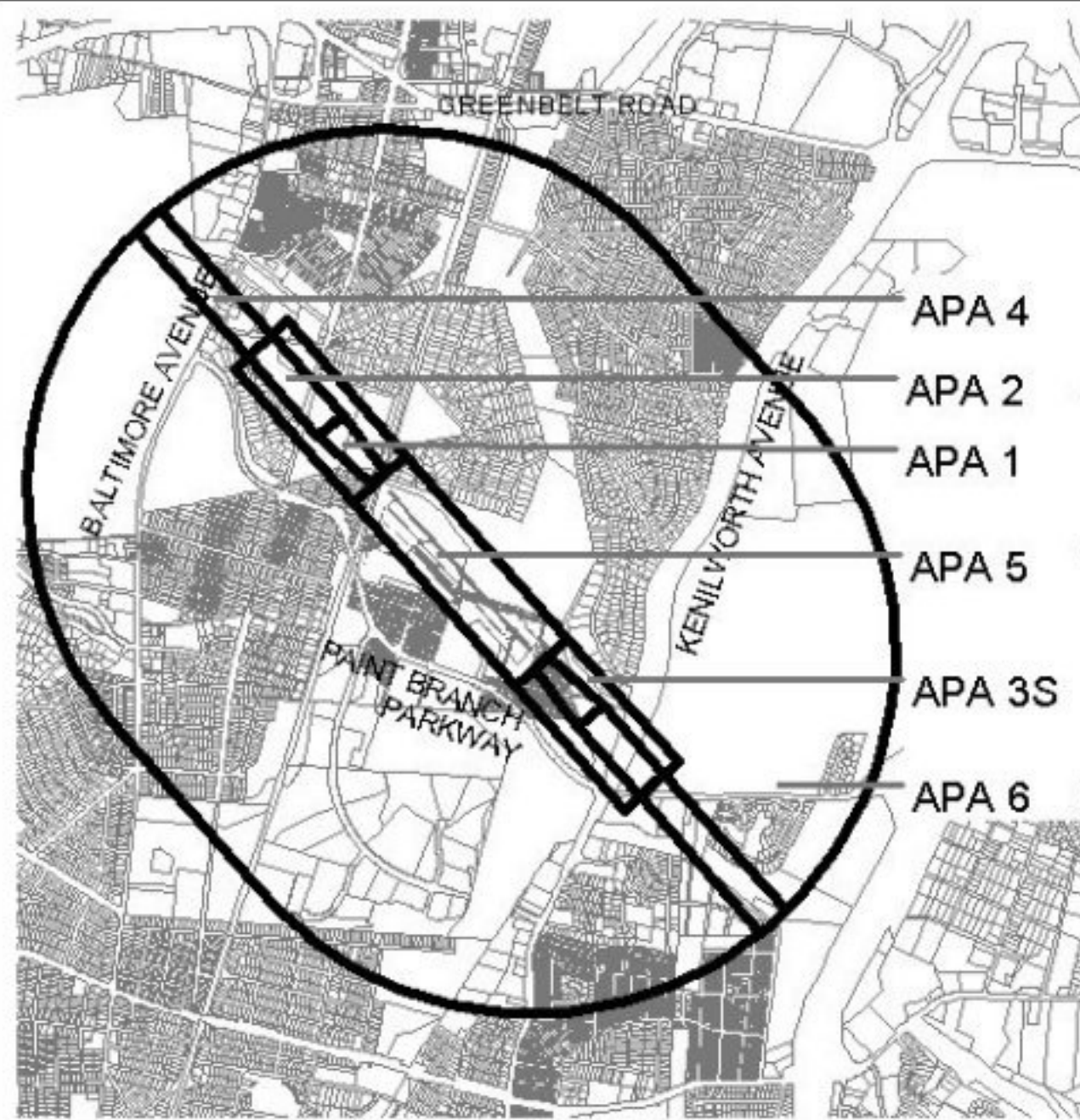
As the prospective purchaser of the subject property, I hereby acknowledge that I have been informed that the subject property is in a general aviation airport environment.

Date: The \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

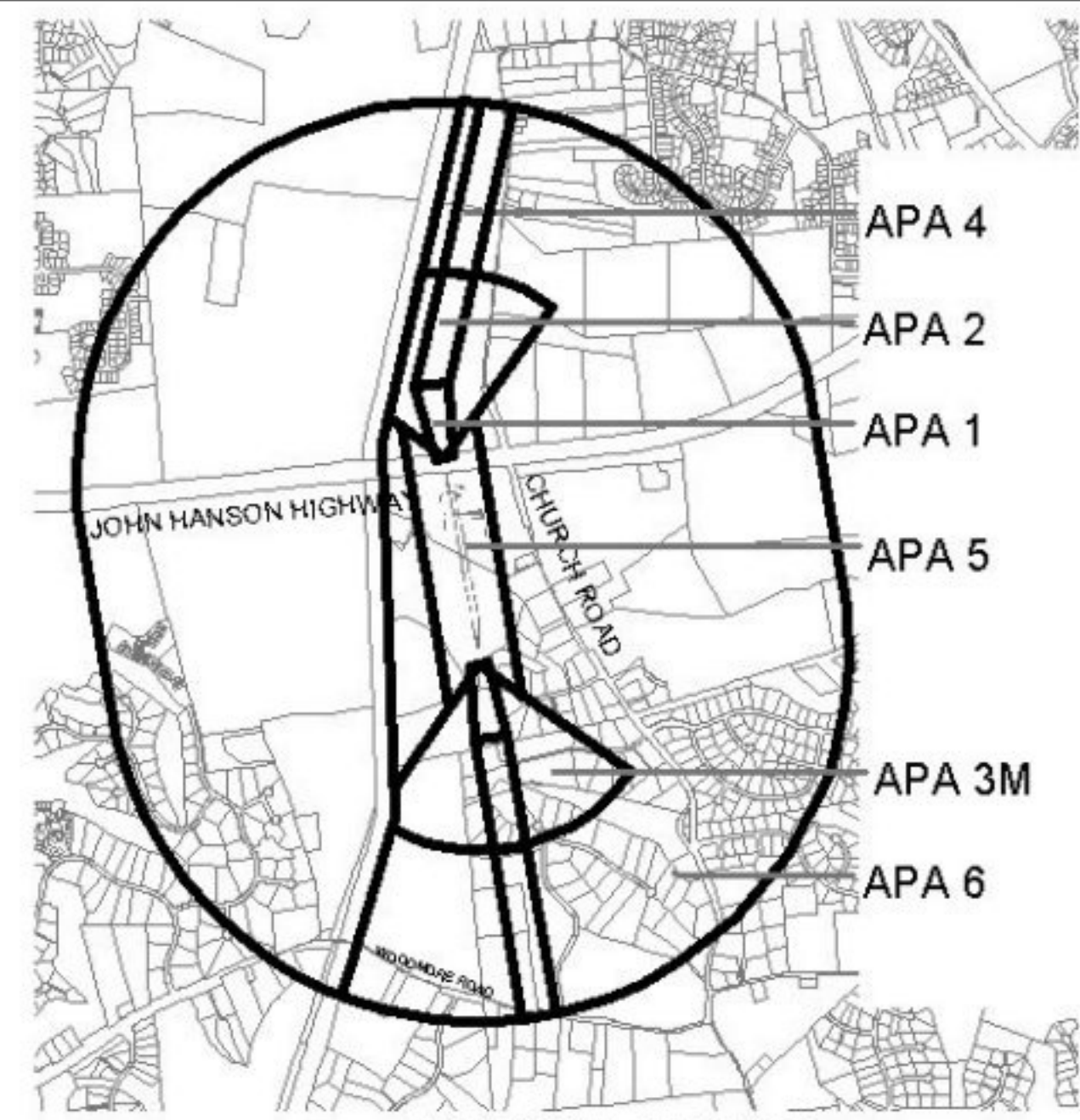
Purchaser: \_\_\_\_\_

(See maps on back)

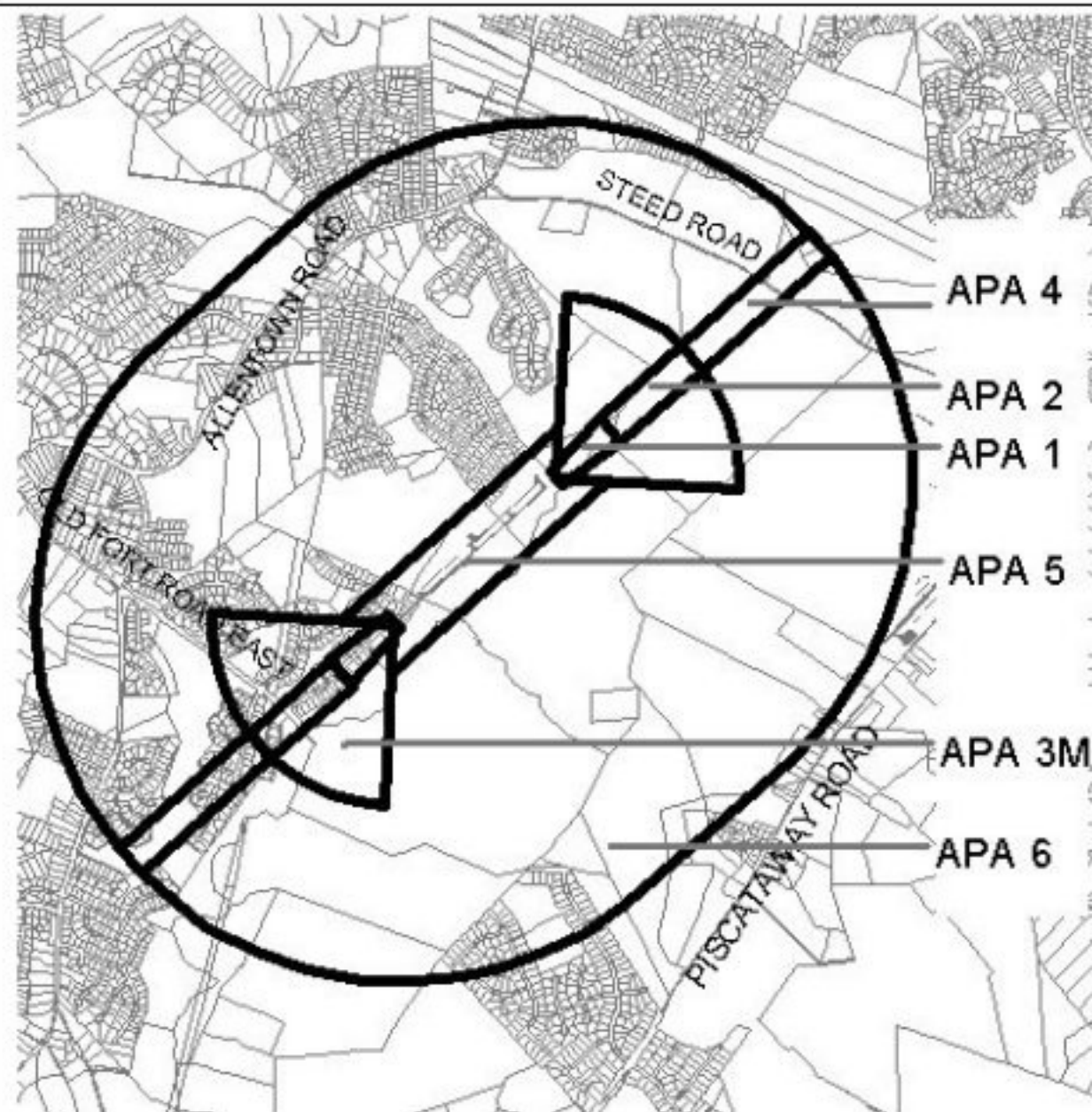




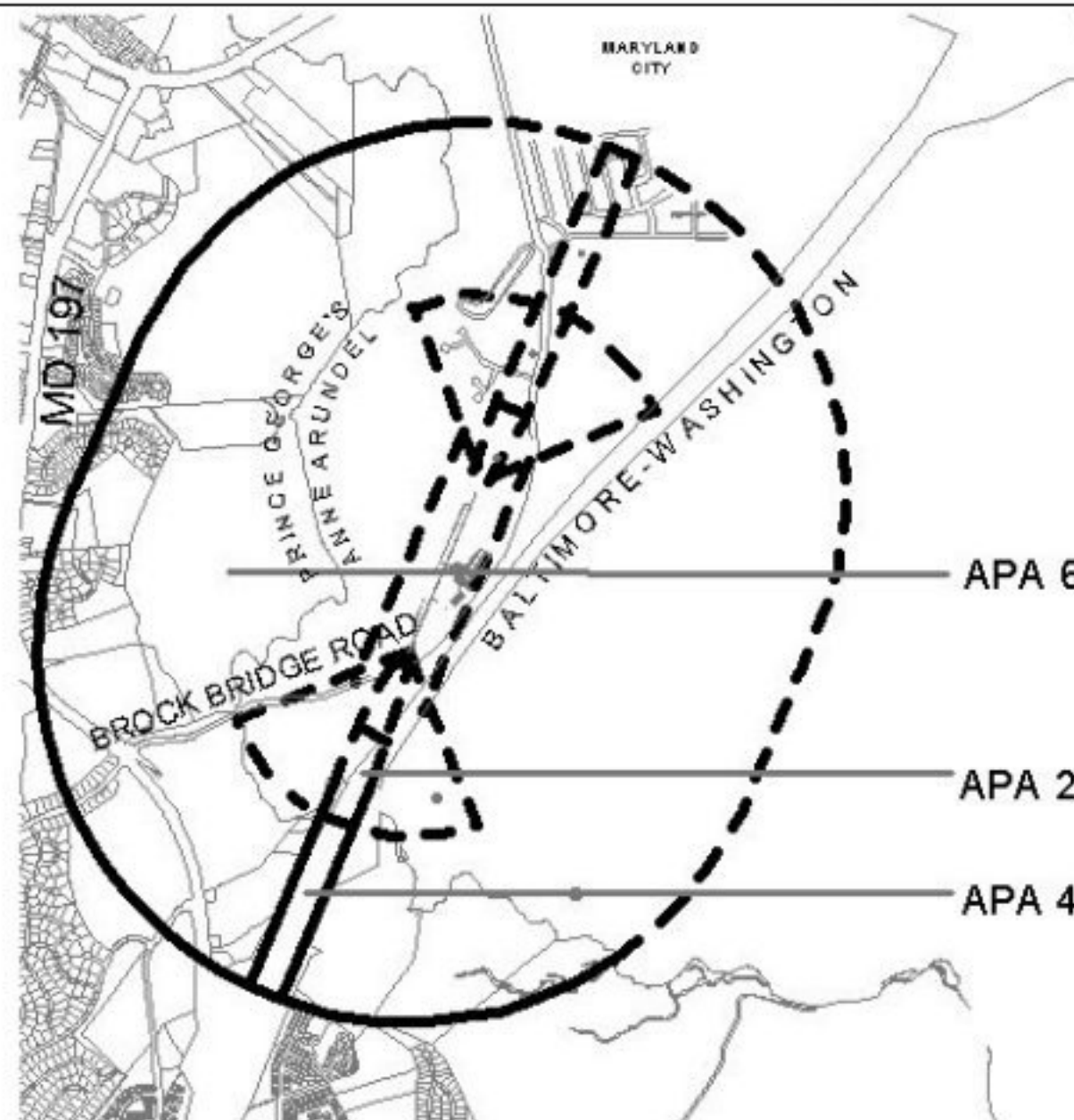
**COLLEGE PARK AIRPORT**  
1909 CORP. FRANK SCOTT DRIVE, COLLEGE PARK MD



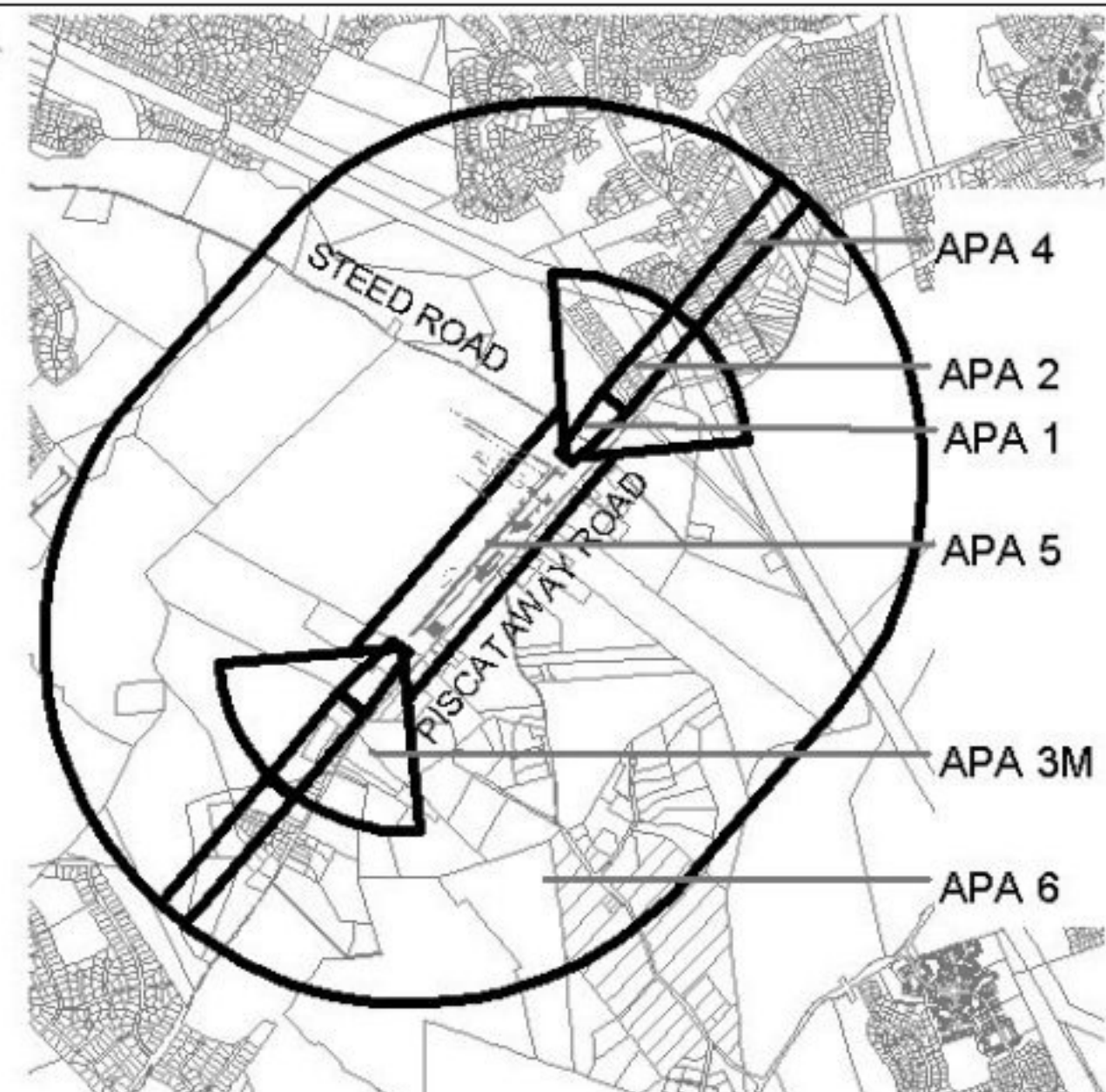
**FREEWAY AIRPORT**  
3990 CHURCH ROAD, MITCHELLVILLE MD



**POTOMAC AIRFIELD**  
10300 GLEN WAY, FT. WASHINGTON MD



**SUBURBAN AIRPORT**  
520 BROCK BRIDGE ROAD, LAUREL MD



**WASHINGTON EXECUTIVE AIRPORT**  
10305 PISCATAWAY ROAD, CLINTON MD

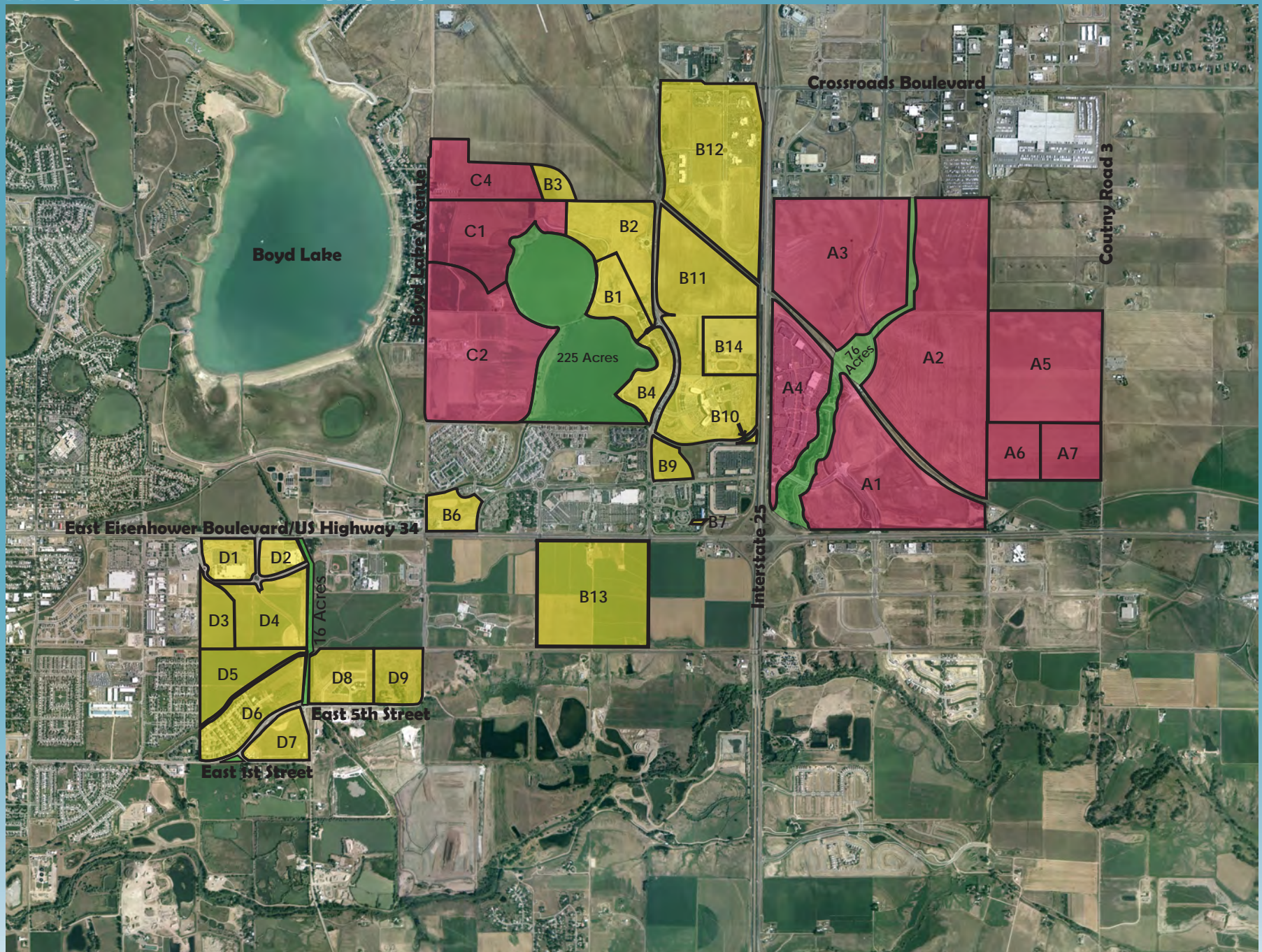


## APPENDIX G

### Millennium Growth Development Plan

- Millennium GDP Parcel Map
- Parcel A General Development Plan
- Parcel B General Development Plan
- Parcel C General Development Plan

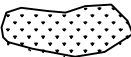




# Millennium GDP Parcels

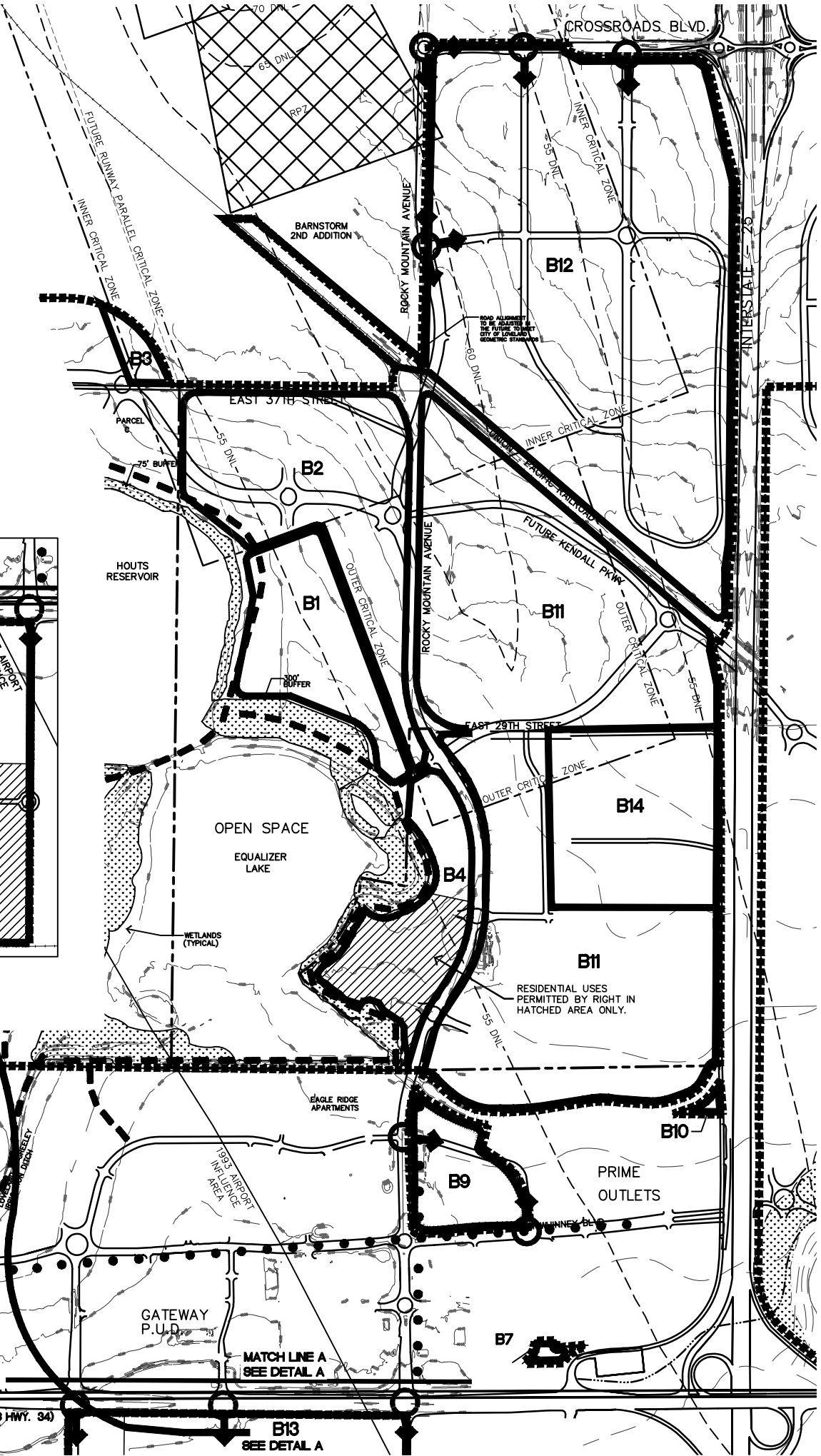
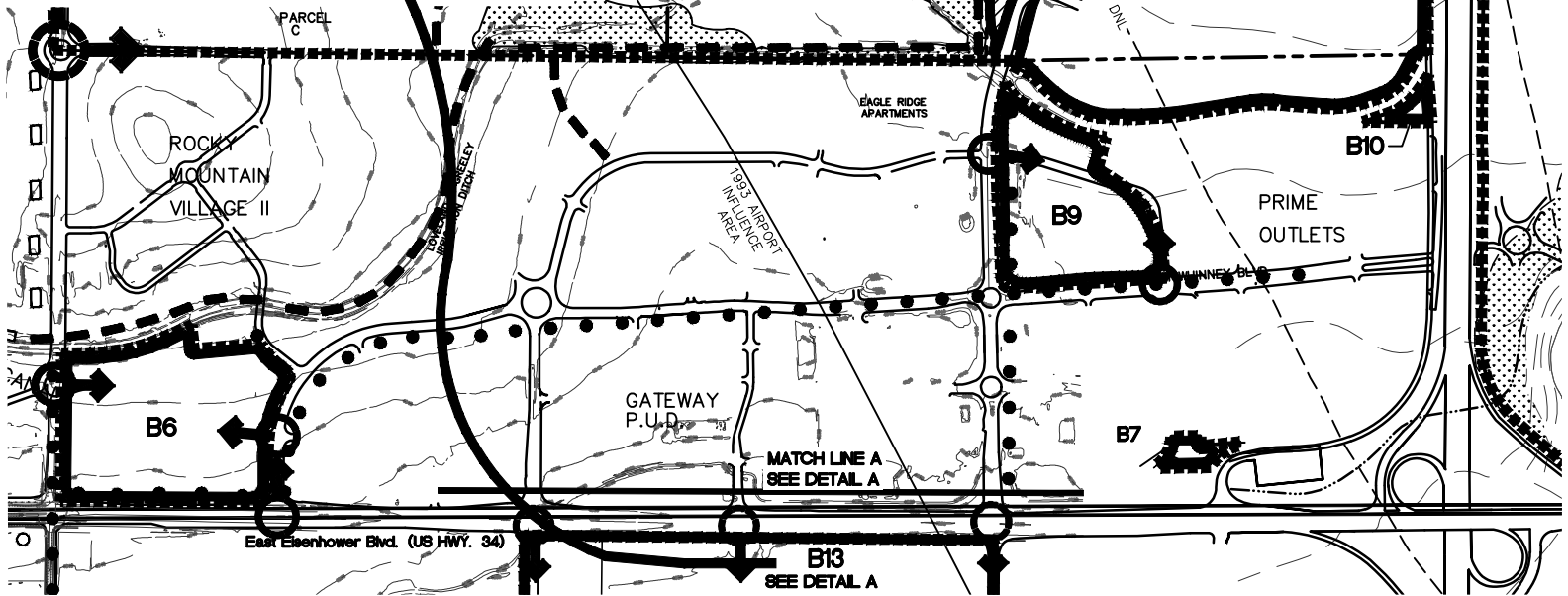
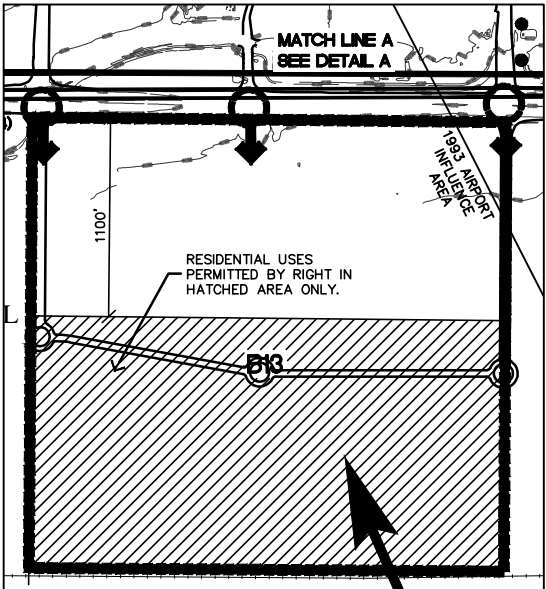






LEGEND

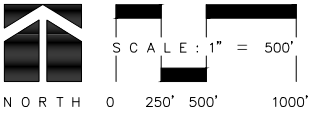
- ● ● ● ● ● ● ● CONCEPTUAL TRAIL ALONG ROADWAY
- ○ ○ ○ ○ ○ ○ ○ CONCEPTUAL TRAIL ALONG ROADWAY (BY OTHERS)
- CONCEPTUAL TRAIL WITHIN OPEN SPACE
- □ □ □ □ CONCEPTUAL TRAIL WITHIN OPEN SPACE (BY OTHERS)
-  BUFFER ZONE
-  ENVIRONMENTALLY SENSITIVE AREAS RATED 6 OR HIGHER
-  ENVIRONMENTALLY SENSITIVE AREAS RATED 5 OR LOWER
-  WETLANDS
-  CONCEPTUAL VEHICULAR ACCESS POINTS (locations to be determined at time of development approval)



LAND USE LEGEND					
SUB-PARCEL:	ACRES:	USES-BY-RIGHT:	SPECIAL REVIEW USES:	MAXIMUM DENSITY FOR ANY INDIVIDUAL PHASE ON A SINGLE PLAT (RESIDENTIAL USE ONLY):	OTHER FOOTNOTES:
B1	31	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL LIGHT INDUSTRIAL MIXED-USE VILLAGE CENTER (MUV) RESIDENTIAL (NOT IN A MUN) RESIDENTIAL MIXED-USE NEIGHBORHOOD PARKS & OPEN SPACE	HEAVY COMMERCIAL HEAVY INDUSTRIAL	MUV + RES (NOT IN A MUN) 30 DU/AC ++ RES (MUN) 30 DU/AC +++	Δ
B2	59	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL HEAVY COMMERCIAL LIGHT INDUSTRIAL MIXED-USE VILLAGE CENTER (MUV) PARKS & OPEN SPACE	HEAVY INDUSTRIAL		* **
B3	4	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL HEAVY COMMERCIAL LIGHT INDUSTRIAL PARKS AND OPEN SPACE	HEAVY INDUSTRIAL		*
B4	25	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL HEAVY COMMERCIAL MIXED-USE VILLAGE CENTER (MUV) RESIDENTIAL (NOT IN A MUN) RESIDENTIAL MIXED-USE NEIGHBORHOOD PARKS AND OPEN SPACE		MUV + RES (NOT IN A MUN) 30 DU/AC ++ RES (MUN) 30 DU/AC +++	Δ *
B6	23	INSTITUTIONAL/CIVIC/PUBLIC HEAVY COMMERCIAL LIGHT COMMERCIAL PARKS AND OPEN SPACE			
B7	1	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL PARKS AND OPEN SPACE			
B9	16	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL HEAVY COMMERCIAL LIGHT INDUSTRIAL PARKS AND OPEN SPACE			
B10	1	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL LIGHT INDUSTRIAL PARKS AND OPEN SPACE			
B11	183	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL HEAVY COMMERCIAL LIGHT INDUSTRIAL PARKS AND OPEN SPACE	HEAVY INDUSTRIAL		*
B12	189	BUSINESS PARK USES			***
B13	151	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL HEAVY COMMERCIAL LIGHT INDUSTRIAL MIXED-USE VILLAGE CENTER (MUV) RESIDENTIAL (NOT IN A MUN) RESIDENTIAL MIXED-USE NEIGHBORHOOD PARKS AND OPEN SPACE	HEAVY INDUSTRIAL	MUV + RES (NOT IN A MUN) 30 DU/AC ++ RES (MUN) 30 DU/AC +++	
B14	42	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL HEAVY COMMERCIAL LIGHT INDUSTRIAL PARKS AND OPEN SPACE	HEAVY INDUSTRIAL		*
SUBTOTAL	725				
RAILROAD	13		NA		
COMMON OPEN SPACE	119		NA		
R.O.W	21		NA		
TOTALS	878				

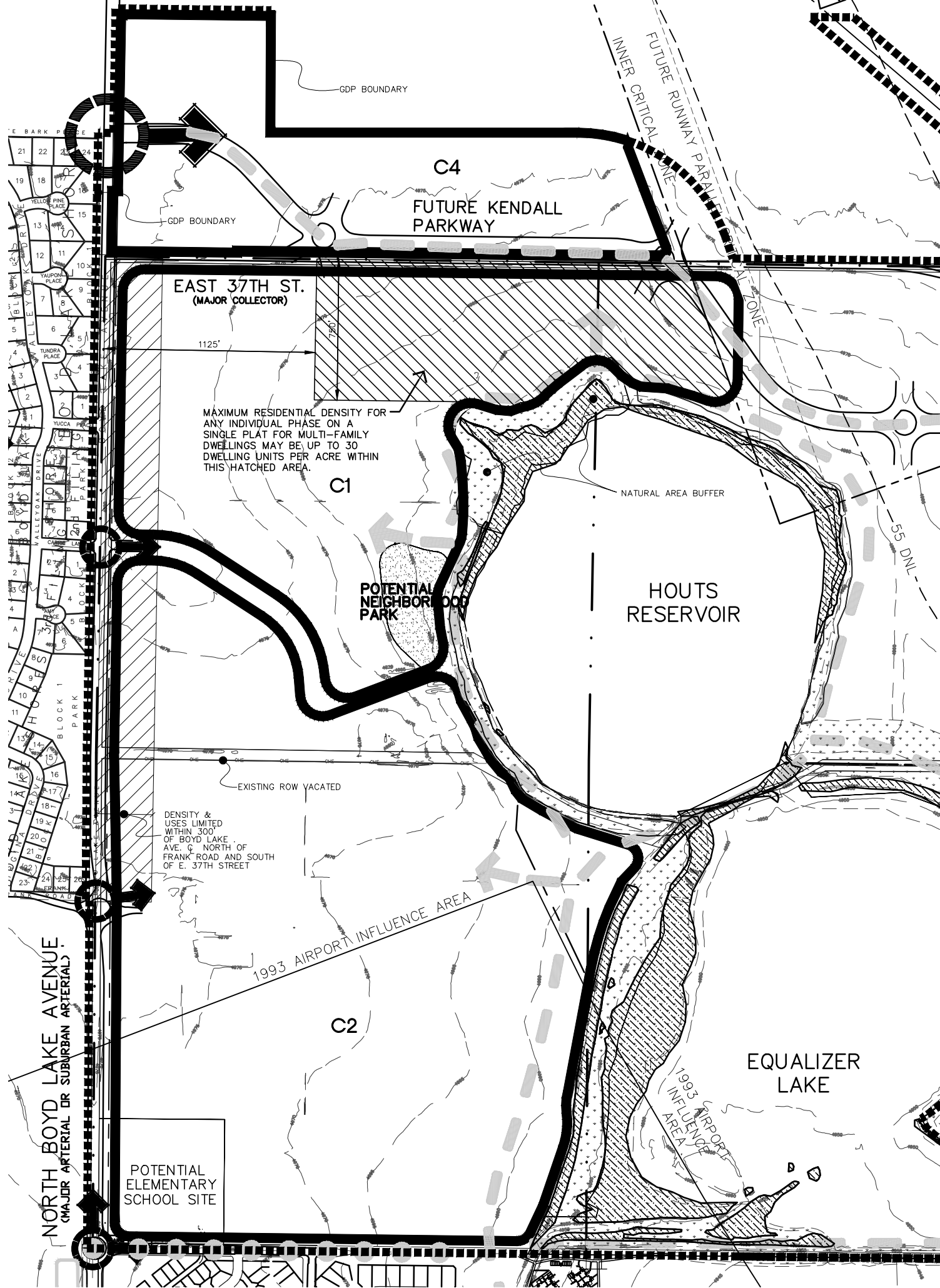
- + THE DENSITY OF INDIVIDUAL PHASES OF DEVELOPMENT WITHIN A MIXED USE VILLAGE CENTER WITH RESIDENTIAL USES SHALL NOT BE RESTRICTED PROVIDED THAT THE MAXIMUM NUMBER OF DWELLING UNITS IS NOT EXCEEDED.
- ++ 30 DWELING UNITS PER ACRE FOR MULTI-FAMILY DWELLINGS. ALL OTHER MAXIMUM DENSITIES PER TABLE 10-1.
- +++ 30 DWELING UNITS PER ACRE FOR MULTI-FAMILY DWELLINGS. ALL OTHER MAXIMUM DENSITIES PER TABLE 9-1.
- Δ SINGLE FAMILY DETACHED DWELLINGS ARE PROHIBITED.
- \* USES WITHIN THE AIRPORT CRITICAL ZONE SHALL BE CONSISTENT WITH THE USE TABLE SHOWN ON THE PARCEL B-12 AIRPORT DEPICTION AND THE EXAMPLES OF APPLICATIONS OF USE TABLE ATTACHED TO APPENDIX 3-1 OF THE GDP AS ATTACHMENTS 2 AND 3, RESPECTIVELY. FOR PURPOSES OF THIS NOTE, THE TERM "SCHOOLS" IN SUCH USE TABLE REFERS TO K-12 SCHOOLS, BUT DOES NOT REFER TO HIGHER EDUCATION SCHOOLS, BUSINESS SCHOOLS, TRADE SCHOOLS OR VOCATIONAL SCHOOLS.
- \*\* WITHIN DESIGNATED MIXED-USE VILLAGE CENTERS, RESIDENTIAL USES ARE NOT ALLOWED.
- \*\*\* USES-BY-RIGHT WITHIN PARCEL B-12 SHALL BE CONSISTENT WITH THE USE TABLE AND HEIGHT RESTRICTIONS SHOWN ON THE PARCEL B-12 AIRPORT DEPICTION PURSUANT TO SPECIAL CONDITIONS IN APPENDIX 3-1 OF THE GDP. THE TERM "SCHOOLS" AS USED IN THE TABLE ON THE PARCEL B-12 AIRPORT DEPICTION, REFERS TO K-12 SCHOOLS, BUT DOES NOT REFER TO HIGHER EDUCATION SCHOOLS, BUSINESS SCHOOLS, TRADE SCHOOLS OR VOCATIONAL SCHOOLS.

GENERAL NOTES:  
1. ALL EXISTING AGRICULTURAL USES TO BE ALLOWED AS LEGAL NON-CONFORMING USES.  
2. A MAXIMUM OF 9,608,000 SQUARE FEET OF COMMERCIAL/INDUSTRIAL USES WILL BE PERMITTED IN PARCEL B.  
3. A MAXIMUM OF 1080 DWELLING UNITS WILL BE PERMITTED IN PARCEL B.



PARCEL B  
GENERAL DEVELOPMENT PLAN

MILLENNIUM GDP  
EIGHTH MAJOR AMENDMENT  
LOVELAND, COLORADO



LAND USE LEGEND

SUB-PARCEL:	ACRES:	USES-BY-RIGHT:	SPECIAL REVIEW USES:	MAXIMUM DENSITY (RESIDENTIAL USE ONLY):	OTHER FOOTNOTES:
C1	115	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL LIGHT INDUSTRIAL PARKS AND OPEN SPACE RESIDENTIAL MIXED USE NEIGHBORHOOD RESIDENTIAL (NOT IN MUN)	HEAVY COMMERCIAL HEAVY INDUSTRIAL	6 DU/AC (FOR OVERALL SUB-PARCEL) ** ***	*
C2	200	INSTITUTIONAL/CIVIC/PUBLIC RESIDENTIAL MIXED USE NEIGHBORHOOD PARKS AND OPEN SPACE		6 DU/AC (FOR OVERALL SUB-PARCEL) **	
C4	56	INSTITUTIONAL/CIVIC/PUBLIC LIGHT COMMERCIAL HEAVY COMMERCIAL LIGHT INDUSTRIAL PARKS AND OPEN SPACE	HEAVY INDUSTRIAL		
SUBTOTAL	371				
LAKES	106	NA			
TOTAL:	477				

\* USES WITHIN THE AIRPORT CRITICAL ZONE SHALL BE CONSISTENT WITH THE USE TABLE SHOWN ON THE PARCEL B-12 AIRPORT DEPICTION, AND THE EXAMPLES OF APPLICATIONS OF USE TABLE ATTACHED TO APPENDIX 3-1 OF THE GDP AS ATTACHMENTS 2 AND 3, RESPECTIVELY. FOR PURPOSES OF THIS NOTE, THE TERM "SCHOOLS" IN SUCH USE TABLE REFERS TO K-12 SCHOOLS, BUT DOES NOT REFER TO HIGHER EDUCATION SCHOOLS, BUSINESS SCHOOLS, TRADE SCHOOLS OR VOCATIONAL SCHOOLS.

\*\* MAXIMUM DENSITIES PER TABLE 9-1.

\*\*\* FOR NORTHERN PORTION OF C1 ONLY (SEE MAP) A MAXIMUM DENSITY OF UP TO 30 DU/AC SHALL BE PERMITTED FOR MULTI-FAMILY DWELLINGS WITHIN ANY INDIVIDUAL PHASE OF DEVELOPMENT INCLUDED ON A SINGLE PLAT. ALL OTHER MAXIMUM DENSITIES PER TABLE 9-1.

GENERAL NOTES:

- 1.) A 10-ACRE PARCEL SHALL BE LOCATED WITHIN PARCEL C-2 FOR A FUTURE ELEMENTARY SCHOOL. THE ACTUAL SCHOOL SITE LOCATION SHALL BE DETERMINED WITH FUTURE DEVELOPMENT APPLICATIONS.
- 2.) LAKE AREAS INCLUDE THE PORTION OF HOUTS RESERVOIR AND THE EQUALIZER LAKE WEST OF THE DEMISING LINE BETWEEN PARCELS B AND C.
- 3.) A MAXIMUM OF 1,500 DWELLING UNITS WILL BE ALLOWED IN PARCEL C.
- 4.) A MAXIMUM OF 900,000 S.F. NON-RESIDENTIAL USES WILL BE ALLOWED IN SUB-PARCELS C4 AND THAT PORTION OF SUB-PARCEL C1 WHICH IS BOTH MORE THAN 2000 L.F. EAST OF BOYD LAKE AVE. AND NORTH OF HOUTS RESERVOIR. A MAXIMUM OF 58,000 GROSS S.F. NON-RESIDENTIAL USES WILL BE ALLOWED IN SUB-PARCELS C1 (EXCLUDING A PORTION OF SUBPARCEL C1 NOTED ABOVE) & C2.

LEGEND

- CONCEPTUAL TRAILS ALONG ROADWAY
- CONCEPTUAL TRAILS ALONG ROADWAY (BY OTHERS)
- CONCEPTUAL TRAILS WITHIN OPEN SPACE
- CONCEPTUAL FUTURE TRAIL (BY OTHERS)
- WETLANDS
- BUFFER ZONE
- CONCEPTUAL VEHICULAR ACCESS POINTS (locations to be determined at time of development approval)
- POTENTIAL PARK SITE

NOTE: 1. SEE GDP TEXT FOR ADDITIONAL REQUIREMENTS, GUIDELINES, AND STANDARDS.

PLEASE ALSO REFER TO:  
- Residential Street Sections, Map 8



PARCEL C  
GENERAL DEVELOPMENT PLAN

MILLENNIUM GDP  
EIGHTH MAJOR AMENDMENT  
LOVELAND, COLORADO

## APPENDIX H

### Fort Collins-Larimer County IGA 2008

- Intergovernmental Agreements between the City of Fort Collins and Larimer County



# Larimer County and City of Fort Collins Intergovernmental Agreements



## CONTENTS

Managing Urban Development Adopted June 24, 2008 .....	1-10
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Annexations in the CPA adjacent to Fossil Creek Reservoir Adopted June 28, 1999 .....	23-28
Annexations East of I-25 Adopted June 28, 1999 .....	29-32



**INTERGOVERNMENTAL AGREEMENT**  
(Regarding Cooperation on Managing Urban Development)

**THIS AGREEMENT** is made and entered into this **24th day of June, 2008**, *nunc pro tunc* October 17, 2006, by and between LARIMER COUNTY, COLORADO, a body politic organized under and existing by virtue of the laws of the State of Colorado, hereinafter referred to as the "County," and THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as the "City".

**RECITALS**

**WHEREAS**, continued growth in the Fort Collins area suggests that coordination between the County and City can result in better management of development; and

**WHEREAS**, maintaining and enhancing areas of urban development in a thoughtful and deliberate way involves cooperation in land use and transportation planning, implementation of growth management policies, and the identification and preservation of open space and natural areas; and

**WHEREAS**, concentrating urban development in areas designated for such development affords greater efficiency in the delivery of such services as water, storm water, and sanitary sewage disposal systems, transportation, fire and police protection and other services, and also affords a measure of predictability to landowners and residents concerning where future services will be provided and urban development will be permitted; and

**WHEREAS**, Pursuant to Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has found and declared that in order to provide for planned and orderly development within Colorado and a balancing of the basic human needs of a changing population with legitimate environmental concerns, the policy of the State of Colorado is to clarify and provide broad authority to local governments to plan for and regulate the use of land within their respective jurisdictions; and

**WHEREAS**, pursuant to said Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has designated certain powers to local governments, among them the power to regulate the location of activities and developments which may result in significant changes in population density, the power to provide for phased development of services and facilities, the power to regulate the use of land on the basis of the impact thereof on the community or surrounding areas, and the power to otherwise plan for and regulate the use of land so as to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights; and

**WHEREAS**, pursuant to said Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has authorized and encouraged local governments to cooperate or contract with other units of government for the purpose of planning and regulating the development of land, including but not limited to the joint exercise of planning, zoning, subdivision, building, and related regulations; and

**WHEREAS**, it is in the best interests of the citizens of Larimer County and the City of Fort Collins for the County and the City to enter into an intergovernmental agreement for the purposes of implementing their respective master plans, establishing effective means of joint planning and management of urbanization within their jurisdictions, assuring that urban development occurs only as

urban level facilities and services are able to be provided, assuring that urban development that occurs in the unincorporated portion of Larimer County in the vicinity of the City of Fort Collins is annexed to the City as soon as possible, providing effective means for the appropriate maintenance of public improvements intended to serve urban development, and assuring that urban development in the vicinity of the City of Fort Collins does not negatively impact road and storm drainage systems in unincorporated Larimer County, or appropriately mitigates those negative impacts; and

**WHEREAS**, the agreements and understandings set forth below will promote increased coordination between the City and County and result in better management and control of urban level development in the Fort Collins area.

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

1. Growth Management Area Established. The parties agree that the Fort Collins Growth Management Area (GMA) is contained within the boundaries identified in Exhibit "1" attached hereto. The parties acknowledge that the County has adopted the GMA as an overlay zoning district pursuant to Section 4.2 of the Larimer County Land Use Code. The GMA, and the areas inside the city limits of the City represent the areas that the County and City agree are appropriate for urban development with urban levels of public services and facilities. Except for areas that are contained within the incorporated limits of the City itself, areas outside the GMA are not appropriate for urban development and will not be provided public services and facilities at urban levels.

2. Final Authority. The City agrees that after review of development proposals by the Larimer County Planning Commission and the recommendation for approval, approval with conditions, or disapproval is forwarded to the Larimer County Board of County Commissioners, the final authority regarding approval or disapproval of development proposals shall rest with the Board of County Commissioners.

3. Comprehensive Plans for the GMA. The County agrees to use the City's Comprehensive Plan as a guideline for development inside the GMA. The City's Comprehensive Plan includes any plans for land use, parks, transportation, drainage, natural resources or other elements deemed necessary by the City to act as a guideline for development inside the GMA. The City agrees to make its Comprehensive Plan specific enough to give clear guidance through maps and text to the County and property owners and developers as to the types, densities and intensities of land use acceptable to the City on any given parcel of land in the GMA.

The City shall forward to the County for recommendations any proposed revisions to the City's Comprehensive Plan for areas within the GMA at least thirty-five (35) days prior to final action by the City. The City shall notify the County of any revisions it ultimately adopts within ten (10) days of adoption.

4. Development Regulations. The City acknowledges that the County has adopted certain land use regulations to implement the prior Intergovernmental Agreement for the GMA entered into between the parties on May 5, 1998. These regulations are contained in the Larimer County Land Use Code at Section 4.2.1 (Growth Management Area Overlay Zone District), Section 8.9.11 (Large retail Establishments), and the Technical Supplement (Larimer County Development Standards for the Fossil Creek Reservoir Area in the Fort Collins GMA and Definitions) (hereinafter "the GMA regulations"). The City acknowledges and agrees that the County through exercise of its legislative authority and discretion may amend these GMA regulations from time to time.



Notwithstanding the foregoing, the County acknowledges that its adoption of the above referenced GMA regulations in their current form was a substantial inducement and consideration for the City's entering into this Agreement and the prior May 5, 1998 Intergovernmental Agreement. The County agrees, therefore, that it shall not legislatively amend or fail to follow the GMA regulations and any subsequently adopted agreed upon GMA regulations until it has first referred such proposed amendment or action to the City for its recommendation. The City shall provide its written recommendation to the County within ninety (90) days of receipt of the referral for legislative amendments and within thirty (30) days of receipt of the referral for other actions, unless the parties mutually agree upon a longer or shorter time period. In determining whether or not to adopt the proposed amendment or action, the Board of County Commissioners shall give great weight to the recommendation of the City and the extent to which the proposed amendment or action promotes or impairs the purposes of this Agreement, and the various components (elements) of the City's Comprehensive Plan.

In the event the County legislatively amends or fails to follow the current or subsequently adopted agreed upon GMA regulations without the City's approval, the City Council may elect to exercise any or all of the following remedies:

- A. Terminate this Intergovernmental Agreement upon giving sixty (60) days advance notice to the County.
- B. Refuse to annex any lands or specific parcels of land into the City.
- C. Cease to maintain any public infrastructure improvements which the City has theretofore agreed to maintain under Section 9 of this agreement.
- D. Cease to collect (and remit to the County) funds as may be levied by the City for county-wide/regional improvements, including, without limitation, regional impact fees.

These remedies shall not apply to those occasions when the County modifies such GMA regulations under the provisions and criteria for "Modification of Standards" as contained in the Land Use Code.

5. Applications for Development Within the GMA Zoning District.

A. Except as provided in Section 6(B) of this Agreement, the County agrees it will not accept any development application, as defined in Section 4.2.1(B) of the Larimer County Land Use Code, for property which has any contiguity to the City limits and, thus, can be made eligible for voluntary annexation to the City whether through a series of annexations or otherwise. The owner of such property shall instead be required, prior to development, to seek annexation to the City. The County also will not accept a development application for any property in the GMA which was part of a parcel eligible for annexation as of December 18, 2000, but which is no longer eligible because of subsequent land divisions resulting in a break in contiguity, except land divisions created by court order from probate, dissolution of marriage or eminent domain proceedings.

B. The County may accept development applications for lands located within any area that is part of a "receiving area" established through an adopted subarea plan for any Larimer County Transferable Density Units Program. At such time as the County requires a landowner in a receiving area to request annexation to the City, the City will process the annexation petition such that the annexation, if approved by the City, will be completed within thirty-five (35) days following the County's approval of the final plat.

C. If the City denies an annexation petition required to be submitted to it pursuant to Section 6(A), the County may accept the application and process and rule on it in accordance with the Larimer County Land Use Code, unless the City has denied the annexation Petition because it contained conditions deemed by the City to be unacceptable, in which case the County will not accept the application. If a property owner whose annexation petition was denied by the City because of unacceptable conditions contained in the annexation petition contends that the resulting inability to develop his or her property in either the City or the County constitutes an unlawful taking, the City and County shall make available to such property owner the takings determination process contained in the City's Land Use Code, which process shall be administered by the City but shall be modified to include both the County Manager and City Manager (or their designees) as the decision makers. If a review of the property owner's claim under the takings determination process results in a determination by either the City Manager or the County Manager that denial of the annexation petition, coupled with the inability to develop the property under the County's jurisdiction, would constitute an unlawful taking of the property owner's property, the County shall thereafter accept the application and process and rule on it in accordance with the Larimer County land use regulations.

D. The County and City agree that appeals, interpretations and variances from zoning provisions of the GMA District which are applied at the building permit stage shall be forwarded to the Larimer County Board of adjustment as provided for in the Larimer County Land Use Code.

E. The County agrees that it shall refer to the City for review and comment all development applications, as defined in Section 6(A), for properties located within the GMA. The City shall advise the County whether or not the proposed development complies with the City's Comprehensive Plan and the GMA regulations in the Larimer County Land Use Code. The City shall provide its comments to the County in writing within the time required for county referrals established by State Law. Except to the extent that the City notifies the County through its written comments that the development does not comply with the standards, the County may assume that the proposed development complies with all applicable standards and the County shall have no responsibility to further review the proposed development for compliance with the standards.

6. Development Outside of the GMA. The County agrees to use the Larimer County Master Plan as a guideline for development outside the GMA. The County shall forward subsequent revisions to the Master Plan to the City for recommendations at least thirty-five (35) days prior to final action by the County. The County shall notify the City of any such revisions that it ultimately adopts within ten (10) days of adoption.

7. Annexations.

A. It is the City's intent to annex properties within the GMA as expeditiously as possible consistent with the terms of this Agreement. Except as provided in section 8(B), the City agrees to consider the annexation of any parcel or parcels of land located within the GMA which are eligible for voluntary annexation pursuant to the provisions of Title 31, Article 12 Colorado Revised Statutes.

B. To the extent permitted by law, and except for properties located within the GMA boundary lying south of County Road 32, the City agrees it will not annex property south of County Road 32 (also known as the "Fort Collins/Loveland Corridor") or any property within the portion of the Fossil Creek Reservoir Area Plan, which is located east of County Road 11 (Timberline Road) and South of County Road 36 unless the County either requires the landowner to petition for annexation or requests that the City consider annexation. The foregoing limitations on annexation shall not apply to the annexation of publicly owned open space, trails or parklands.

C. The City agrees to annex all County Road rights-of-way, easements, etc., adjacent to a voluntary annexation in accordance with Title 31, Article 12 Colorado Revised Statutes; provided, however, that the City may decline to annex such County roads and rights-of-way if annexation of such roads and rights-of-way would impede future annexations anticipated by the City to be accomplished by the use of a "flagpole" configuration or if such County road is primarily used by County development. In the event the City declines to annex any such roads or rights-of-way, it shall provide a written explanation in the annexation impact reports provided to the County outlining the City's reasons for not annexing such roads or rights-of-way.

D. The City agrees to pursue involuntary annexation of any parcel that becomes eligible for involuntary annexation.

E. The City agrees to pursue annexation of any parcel whose owner has signed an annexation agreement.

F. The county agrees that the City, in its sole discretion, (except as provided in Section 8(B) of this agreement) may annex outside the Fort Collins GMA. The City agrees that proposed annexations outside the GMA will be sent by certified mail to the Board of County Commissioners for review and comment at least thirty-five (35) days prior to the scheduled public hearing on the annexation before the City Council.

G. The County agrees to require a binding agreement for future annexation in the form attached as Exhibit 2 as a condition of approval of any development application requiring approval by the Larimer County Board of Commissioners, which is located within the GMA but is not, at the time of development approval, eligible for voluntary annexation to the City.

8. Improvements to and Maintenance of Public Facilities. The County agrees to require development proposals within the GMA to make improvements to County roads consistent with the Larimer County Urban Road Standards for the GMA which, to the extent reasonably feasible (as this term is defined in the Fort Collins Land Use Code), will be consistent with the multi-modal and level of service standards for road improvements required by the City inside the City limits. The City agrees to provide routine maintenance and inspection of such public infrastructure improvements (whether on or off the development site) which, but for the design requirements established in the Larimer County Land Use Code for large retail establishments and for the Fossil Creek Area, would not otherwise have been required by Larimer County Urban Standards. (Examples of such improvements may include transit facilities, bicycle lanes, or parkway/median landscaping.)

The City agrees to apply its Off-Site Street Improvements Policy to any development within the City limits which has an identifiable impact on the County road system which may require the developer to make certain improvements to County roads outside the City limits. If improvements are to be made to County roads outside the City limits, the City agrees to send plans of said improvements to the Larimer County Planning Department and Larimer County Public Works Department for review and comment. The City also agrees to provide routine maintenance and inspection of all such public infrastructure improvements (whether on or off the development site) which, but for the design requirements established in the Larimer County Land Use Code for large retail establishments and for the Fossil Creek Area, would not have been required by Larimer County Urban Standards. (Examples of such improvements may include transit facilities, bicycle lanes, or parkway/median landscaping.)

9. Collection of a Park Fee for the GMA Zoning District. The County shall collect a community and neighborhood park fee-in-lieu-of-land dedication from all residential development located within the



GMA at the time of issuance of applicable building permits. The County shall remit this fee to the City to be used to benefit residents of the area where it is collected.

10. Collection of a Drainage Basin Fee for the GMA Zoning District. Pursuant to Title 30, Article 28, Section 133 (11), Colorado Revised Statutes and Section 9.2.4 (Imposition of Drainage/Storm Water Facility Fees, of the Larimer County Land Use Code), the County shall collect a drainage fee at the time of issuance of applicable building permits for improvements on lands located within the GMA in the same amount as the basin fee collected by the City of Fort Collins within the City limits. Such fee shall be used for Drainage Capital Improvements within the basin from which the fee was collected. Drainage improvements shall be consistent with the current Drainage Basin Master Plans and project scheduling shall be mutually agreed upon by the City and County. The drainage fee shall be reviewed annually by the County and any needed modifications shall be made to Section 9.2.4 of the Larimer County Land Use Code.

11. Amendments to the GMA Boundary. The City and County agree that any amendments to the GMA Boundary shall be mutually agreed upon in writing by the parties. The County shall implement such amendments in accordance with the procedures and requirements for amendments to zoning district boundaries outlined in the Larimer County Land Use Code.

12. Enforcement. Both the City and County intend that this Agreement be binding upon them. Either party hereto shall be permitted to specifically enforce any provision of this agreement in a Court of competent jurisdiction.

13. Term. This Agreement shall remain in force and effect for a period of ten years from the date of its execution. Thereafter, it shall be automatically renewed for successive five year terms unless, at least six (6) months prior to its scheduled expiration, either party notifies the other party, in writing, of its decision that the Agreement not be renewed.


14. Severability. In the event either party is prevented by court order from performing or enforcing any provision of this agreement, or enforcing any regulations, both parties shall have the option of terminating this agreement upon mutual consent.

15. Prior Agreements.

A. This Agreement supersedes all prior Intergovernmental Agreements entitled "Regarding Cooperation on Managing Urban Development" between the parties to this Agreement.

B. The Intergovernmental Agreement dated August 31, 1999, entitled "Regarding Development in the Fort Collins Cooperative Planning Area Adjacent to Fossil Creek Reservoir" is hereby terminated.

**LARIMER COUNTY, COLORADO**

By:   
Chair, Board of County Commissioners

ATTEST:

Paul M. Cookman



APPROVED AS TO FORM:

June 9-7-08

Assistant County Attorney

THE CITY OF FORT COLLINS, COLORADO

Wayne C. Hankins

Mayor

ATTEST:

Paul M. Hankins

City Clerk



APPROVED AS TO FORM:

William E. Edwards

Deputy City Attorney





**EXHIBIT "2"**

**SAMPLE ANNEXATION AGREEMENT**

**TO THE CITY OF FORT COLLINS, COLORADO:**

The undersigned owner (hereinafter referred to as "OWNER") of the property, more particularly described on Attachment "A", attached hereto, has filed an application with Larimer County under the terms of the INTERGOVERNMENTAL AGREEMENT FOR THE FORT COLLINS GROWTH MANAGEMENT AREA between Larimer County and the City of Fort Collins (hereinafter referred to as "CITY"). It is expressly understood and agreed by the undersigned OWNER that, if granted, the development approval shall be in consideration of and upon the following terms and conditions, to-wit:

1. If the property shall ever be included within the boundaries of a territory which is sought to be annexed to the CITY itself, then and in that event, the undersigned OWNER specifically agrees to consent to and join in the annexation of such territory by the CITY; and that the undersigned OWNER will comply with all of the legal requirements and conditions pertaining to the annexation of territory to the CITY. It is understood by the undersigned OWNER that the primary consideration for granting of development approval according to the terms of the INTERGOVERNMENTAL AGREEMENT FOR THE FORT COLLINS GROWTH MANAGEMENT AREA is the undersigned OWNER'S covenant and the promise to consent to the annexation of said territory to the CITY, comply with all requirement and conditions as aforesaid and sign all petitions and maps pertaining thereto. Furthermore, the undersigned does hereby empower and irrevocably authorize and appoint the City Clerk of the City of Fort Collins, Colorado, as lawful attorney-in-fact, on behalf of the undersigned, to sign any such annexation petitions and maps thereby binding the undersigned, to all of the terms and provisions of said petitions and maps for all intents and purposes as if the undersigned had signed said petitions and maps. This power of attorney shall not be affected by the disability of the principal. This appointment shall not preclude the City from undertaking any other available action, which may be necessary to enforce the provisions of this Agreement. Notwithstanding the limitation set forth in Section 31-12-107(8) C.R.S. 1973, OWNER hereby waives the five (5) year limitation of such power of attorney as contained therein and agrees that this power of attorney shall be valid for a term of 20 years from the date of this Agreement, unless a court of competent jurisdiction determines that the provisions of Section 31-12-107(8) C.R.S. 1973 cannot be waived or modified by the OWNER, in which event this power attorney shall be valid for a term of five (5) years from the date of this Agreement.

2. That all terms and conditions herein set forth shall extend to and be binding upon the heirs, assigns or successors in interest of the undersigned OWNER and be considered as a covenant running with the land described in Attachment "A". Further, it is agreed that, in accepting title to the property described in Attachment "A", or any part thereof, any grantee, heir, assignee or successor in interest to the undersigned OWNER expressly agrees to be bound by the terms hereof, including, but not limited to, the appointment of the City Clerk as attorney-in-fact for the purposes set forth in Paragraph (1) above.

3. That this agreement shall be recorded pursuant to the provisions of Colorado Statutes; and that the City may undertake any action legally available to enforce the provisions hereof. In the event the CITY is required to undertake any action to enforce the terms hereof, the undersigned OWNER and his heirs, successors and assigns agree that the CITY may recover from the owner of said property its reasonable expenses, including attorney fees, incurred with respect to such action.

**IN WITNESS WHEREOF** the applicant has hereunto set hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF COLORADO )  
 )ss,  
COUNTY OF \_\_\_\_\_ )

My Commission Expires:

Larimer County and City of Fort Collins Intergovernmental Agreements

**INTERGOVERNMENTAL AGREEMENT**  
(Regarding Cooperation on Managing Urban Development)

**THIS AGREEMENT** is made and entered into this **21<sup>st</sup> day of November, 2000**, by and between LARIMER COUNTY, COLORADO, a body politic organized under and existing by virtue of the laws of the State of Colorado, hereinafter referred to as the "County," and THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as the "City".

**RECITALS**

**WHEREAS**, continued growth in the Fort Collins area suggests that coordination between the County and City can result in better management of development; and

**WHEREAS**, maintaining and enhancing areas of urban development in a thoughtful and deliberate way involves cooperation in land use and transportation planning, implementation of growth management policies, and the identification and preservation of open space and natural areas; and

**WHEREAS**, concentrating urban development in areas designated for such development affords greater efficiency in the delivery of such services as water, storm water, and sanitary sewage disposal systems, transportation, fire and police protection and other services, and also affords a measure of predictability to landowners and residents concerning where future services will be provided and urban development will be permitted; and

**WHEREAS**, pursuant to Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has found and declared that in order to provide for planned and orderly development within Colorado and a balancing of the basic human needs of a changing population with legitimate environmental concerns, the policy of the State of Colorado is to clarify and provide broad authority to local governments to plan for and regulate the use of land within their respective jurisdictions; and

**WHEREAS**, pursuant to said Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has designated certain powers to local governments, among them the power to regulate the location of activities and developments which may result in significant changes in population density, the power to provide for phased development of services and facilities, the power to regulate the use of land on the basis of the impact thereof on the community or surrounding areas, and the power to otherwise plan for and regulate the use of land so as to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights; and

**WHEREAS**, pursuant to said Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has authorized and encouraged local governments to cooperate or contract with other units of government for the purpose of planning and regulating the development of land, including but not limited to the joint exercise of planning, zoning, subdivision, building, and related regulations; and

**WHEREAS**, it is in the best interests of the citizens of Larimer County and the City of Fort Collins for the County and the City to enter into an intergovernmental agreement for the purposes of implementing their respective master plans, establishing effective means of joint planning and management of urbanization within their jurisdictions, assuring that urban development occurs only as urban level facilities and services are able to be provided, assuring that urban development that occurs in



the unincorporated portion of Larimer County in the vicinity of the City of Fort Collins is annexed to the City as soon as possible, providing effective means for the appropriate maintenance of public improvements intended to serve urban development, and assuring that urban development in the vicinity of the City of Fort Collins does not negatively impact road and storm drainage systems in unincorporated Larimer County, or appropriately mitigates those negative impacts; and

**WHEREAS**, the agreements and understandings set forth below will promote increased coordination between the City and County and result in better management and control of urban level development in the Fort Collins area.

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

1. Growth Management Area Established. The parties agree that the Fort Collins Growth Management Area (GMA) is contained within the boundaries identified in Exhibit 1 attached hereto. The parties acknowledge that the County has adopted the GMA as an overlay zoning district pursuant to Section 4.2 of the Larimer County Land Use Code. The GMA, and the areas inside the city limits of the City represent the areas that the County and City agree are appropriate for urban development with urban levels of public services and facilities. Except for areas that are contained within the incorporated limits of the City itself, areas outside the GMA are not appropriate for urban development and will not be provided public services and facilities at urban levels.

2. Development Review. The City and County agree that the Fort Collins Urban Growth Area Review Board (UGARB) shall act as the single recommending body to the Larimer County Board of Commissioners concerning development applications for properties located in the Fort Collins GMA. The UGARB shall consist of seven members, two members appointed by the Council of the City of Fort Collins, two members appointed by the Larimer County Board of Commissioners, and three members appointed by mutual agreement of the Council of the City of Fort Collins and the Larimer County Board of Commissioners.

3. Final Authority. The City agrees that after review of development proposals by the UGARB and the recommendation for approval, approval with conditions, or disapproval is forwarded to the Larimer County Board of County Commissioners, the final authority regarding approval or disapproval of development proposals shall rest with the Board of County Commissioners.

4. Comprehensive Plans for the GMA. The County agrees to use the City's Comprehensive Plan as a guideline for development inside the GMA. The City's Comprehensive Plan includes any plans for land use, parks, transportation, drainage, natural resources or other elements deemed necessary by the City to act as a guideline for development inside the GMA. The City agrees to make its Comprehensive Plan specific enough to give clear guidance through maps and text to the County and property owners and developers as to the types, densities and intensities of land use acceptable to the City on any given parcel of land in the GMA.

The City shall forward to the County for recommendations any proposed revisions to the City's Comprehensive Plan for areas within the GMA at least thirty-five (35) days prior to final action by the City. The City shall notify the County of any revisions it ultimately adopts within ten (10) days of adoption.

5. Development Regulations. The City acknowledges that the County has adopted certain land use regulations to implement the prior Intergovernmental Agreement for the GMA entered into between the parties on May 5, 1998. These regulations are contained in the Larimer County Land Use Code at Section 4.2.1 (Growth Management Area Overlay Zone District), Section 8.9.11 (Large retail

Establishments), and the Technical Supplement (Larimer County Development Standards for the Fossil Creek Reservoir Area in the Fort Collins GMA and Definitions) (hereinafter "the GMA regulations"). The City acknowledges and agrees that the County through exercise of its legislative authority and discretion may amend these GMA regulations from time to time.

Notwithstanding the foregoing, the County acknowledges that its adoption of the above referenced GMA regulations in their current form was a substantial inducement and consideration for the City's entering into this Agreement and the prior May 5, 1998 Intergovernmental Agreement. The County agrees, therefore, that it shall not legislatively amend or fail to follow the GMA regulations and any subsequently adopted agreed upon GMA regulations until it has first referred such proposed amendment or action to the City for its recommendation. The City shall provide its written recommendation to the County within ninety (90) days of receipt of the referral for legislative amendments and within thirty (30) days of receipt of the referral for other actions, unless the parties mutually agree upon a longer or shorter time period. In determining whether or not to adopt the proposed amendment or action, the Board of County Commissioners shall give great weight to the recommendation of the City and the extent to which the proposed amendment or action promotes or impairs the purposes of this Agreement, and the various components (elements) of the City's Comprehensive Plan.

In the event the County legislatively amends or fails to follow the current or subsequently adopted agreed upon GMA regulations without the City's approval, the City Council may elect to exercise any or all of the following remedies:

A. Terminate this Intergovernmental Agreement upon giving sixty (60) days advance notice to the County.

E. Refuse to annex any lands or specific parcels of land into the City.

F. Cease to maintain any public infrastructure improvements which the City has theretofore agreed to maintain under Section 9 of this agreement.

G. Cease to enforce or attempt to enforce reimbursement agreements for the benefit of the County.

H. Cease to collect (and remit to the County) funds as may be levied by the City for county-wide/regional improvements, including, without limitation, regional impact fees.

These remedies shall not apply to those occasions when the County modifies such GMA regulations under the provisions and criteria for "Modification of Standards" as contained in the Land Use Code.

6. Applications for Development Within the GMA Zoning District.

A. Except as provided in Section 6(B) of this Agreement, the County agrees it will not accept any development application, as defined in Section 4.2.1(B) of the Larimer County Land Use Code, for property which has any contiguity to the City limits and, thus, can be made eligible for voluntary annexation to the City whether through a series of annexations or otherwise. The owner of such property shall instead be required, prior to development, to seek annexation to the City. The County also will not accept a development application for any property in the GMA which was part of a parcel eligible for annexation as of December 18, 2000, but which is no longer eligible because of subsequent land divisions resulting in a break in contiguity, except land divisions created by court order from probate, dissolution of marriage or eminent domain proceedings.

B. The County may accept development applications for lands located within any area that is part of a "receiving area" established through an adopted subarea plan for any Larimer County Transferable Density Units Program. At such time as the County requires a landowner in a receiving area to request annexation to the City, the City will process the annexation petition such that the annexation, if approved by the City, will be completed within thirty-five (35) days following the County's approval of the final plat.

D. If the City denies an annexation petition required to be submitted to it pursuant to Section 6(A), the County may accept the application and process and rule on it in accordance with the Larimer County Land Use Code, unless the City has denied the annexation petition because it contained conditions deemed by the City to be unacceptable, in which case the County will not accept the application. If a property owner whose annexation petition was denied by the City because of unacceptable conditions contained in the annexation petition contends that the resulting inability to develop his or her property in either the City or the County constitutes an unlawful taking, the City and County shall make available to such property owner the takings determination process contained in the City's Land Use Code, which process shall be administered by the City but shall be modified to include both the County Manager and City Manager (or their designees) as the decision makers. If a review of the property owner's claim under the takings determination process results in a determination by either the City Manager or the County Manager that denial of the annexation petition, coupled with the inability to develop the property under the County's jurisdiction, would constitute an unlawful taking of the property owner's property, the County shall thereafter accept the application and process and rule on it in accordance with the Larimer County land use regulations.

D. The County and City agree that appeals, interpretations and variances from zoning provisions of the GMA District which are applied at the building permit stage shall be forwarded to the Larimer County Board of Adjustment as provided for in the Larimer County Land Use Code.

E. The County agrees that it shall refer to the City for review and comment all development applications, as defined in Section 6(A), for properties located within the GMA. The City shall advise the County whether or not the proposed development complies with the City's Comprehensive Plan and the GMA regulations in the Larimer County Land Use Code. The City shall provide its comments to the County in writing within the time required for county referrals established by State Law. Except to the extent that the City notifies the County through its written comments that the development does not comply with the standards, the County may assume that the proposed development complies with all applicable standards and the County shall have no responsibility to further review the proposed development for compliance with the standards.

7. Development Outside of the GMA. The County agrees to use the Larimer County Master Plan as a guideline for development outside the GMA. The County shall forward subsequent revisions to the Master Plan to the City for recommendations at least thirty-five (35) days prior to final action by the County. The County shall notify the City of any such revisions that it ultimately adopts within ten (10) days of adoption.

8. Annexations.

A. It is the City's intent to annex properties within the GMA as expeditiously as possible consistent with the terms of this Agreement. Except as provided in section 8(B), the City agrees to consider the annexation of any parcel or parcels of land located within the GMA which are eligible for voluntary annexation pursuant to the provisions of Title 31, Article 12 Colorado Revised Statutes.



B. To the extent permitted by law, the City agrees it will not annex property south of County Road 32 (also known as the "Fort Collins/Loveland Corridor") or any property within the portion of the Fossil Creek Reservoir Area Plan, which is located east of County Road 11 (Timberline Road) and South of County Road 36 unless the County either requires the landowner to petition for annexation or requests that the City consider annexation. The foregoing limitations on annexation shall not apply to the annexation of publicly owned open space, trails or parklands.

C. The City agrees to annex all County Road rights-of-way, easements, etc., adjacent to a voluntary annexation in accordance with Title 31, Article 12 Colorado Revised Statutes; provided, however, that the City may decline to annex such County roads and rights-of-way if annexation of such roads and rights-of-way would impede future annexations anticipated by the City to be accomplished by the use of a "flagpole" configuration or if such County road is primarily used by County development. In the event the City declines to annex any such roads or rights-of-way, it shall provide a written explanation in the annexation impact reports provided to the County outlining the City's reasons for not annexing such roads or rights-of-way.

D. The City agrees to pursue involuntary annexation of any parcel that becomes eligible for involuntary annexation.

E. The City agrees to pursue annexation of any parcel whose owner has signed an annexation agreement.

F. The county agrees that the City, in its sole discretion, (except as provided in Section 8(B) of this agreement) may annex outside the Fort Collins GMA. The City agrees that proposed annexations outside the GMA will be sent by certified mail to the Board of County Commissioners for review and comment at least thirty-five (35) days prior to the scheduled public hearing on the annexation before the City Council.

G. The County agrees to require a binding agreement for future annexation in the form attached as Exhibit 2 as a condition of approval of any development application requiring approval by the Larimer County Board of Commissioners, which is located within the GMA but is not, at the time of development approval, eligible for voluntary annexation to the City.

9. Improvements to and Maintenance of Public Facilities. The County agrees to require development proposals within the GMA to make improvements to County roads consistent with the Larimer County Urban Road Standards for the GMA which, to the extent reasonably feasible (as this term is defined in the Fort Collins Land Use Code), will be consistent with the multi-modal and level of service standards for road improvements required by the City inside the City limits. The City agrees to provide routine maintenance and inspection of such public infrastructure improvements (whether on or off the development site) which, but for the design requirements established in the Larimer County Land Use Code for large retail establishments and for the Fossil Creek Area, would not otherwise have been required by Larimer County Urban Standards. (Examples of such improvements may include transit facilities, bicycle lanes, or parkway/median landscaping.)

The City agrees to apply its Off-Site Street Improvements Policy to any development within the City limits which has an identifiable impact on the County road system which may require the developer to make certain improvements to County roads outside the City limits. If improvements are to be made to County roads outside the City limits, the City agrees to send plans of said improvements to the Larimer County Planning Department and Larimer County Public Works Department for review and comment. The City also agrees to provide routine maintenance and inspection of all such public infrastructure improvements (whether on or off the development site) which, but for the design requirements established

in the Larimer County Land Use Code for large retail establishments and for the Fossil Creek Area, would not have been required by Larimer County Urban Standards. (Examples of such improvements may include transit facilities, bicycle lanes, or parkway/median landscaping.)

10. Collection of a Park Fee for the GMA Zoning District. The County shall collect a community and neighborhood park fee-in-lieu-of-land dedication from all residential development located within the GMA at the time of issuance of applicable building permits. The County shall remit this fee to the City to be used to benefit residents of the area where it is collected.

11. Collection of a Drainage Basin Fee for the GMA Zoning District. Pursuant to Title 30, Article 28, Section 133 (11), Colorado Revised Statutes and Section 9.2.4 (Imposition of Drainage/Storm Water Facility Fees, of the Larimer County Land Use Code), the County shall collect a drainage fee at the time of issuance of applicable building permits for improvements on lands located within the GMA in the same amount as the basin fee collected by the City of Fort Collins within the City limits. Such fee shall be used for Drainage Capital Improvements within the basin from which the fee was collected. Drainage improvements shall be consistent with the current Drainage Basin Master Plans and project scheduling shall be mutually agreed upon by the City and County. The drainage fee shall be reviewed annually by the County and any needed modifications shall be made to Section 9.2.4 of the Larimer County Land Use Code.

12. Amendments to the GMA Boundary. The City and County agree that any amendments to the GMA Boundary shall be mutually agreed upon in writing by the parties. The County shall implement such amendments in accordance with the procedures and requirements for amendments to zoning district boundaries outlined in the Larimer County Land Use Code.

13. Enforcement. Both the City and County intend that this Agreement be binding upon them. Either party hereto shall be permitted to specifically enforce any provision of this agreement in a Court of competent jurisdiction.

14. Term. This Agreement shall remain in force and effect for a period of ten years from the date of its execution. Thereafter, it shall be automatically renewed for successive five year terms unless, at least six (6) months prior to its scheduled expiration, either party notifies the other party, in writing, of its decision that the Agreement not be renewed.

15. Severability. In the event either party is prevented by court order from performing or enforcing any provision of this agreement, or enforcing any regulations, both parties shall have the option of terminating this agreement upon mutual consent.

16. Prior Agreements. This Agreement supersedes all prior Intergovernmental Agreements (Regarding Cooperation on Managing Urban Development) between the parties.

LARIMER COUNTY, COLORADO

By:

Kathleen Pinnell, Chair, pro Tem  
Chair, Board of County Commissioners

ATTEST:

[Signature]

APPROVED AS TO FORM:

[Signature]  
Assistant County Attorney

THE CITY OF FORT COLLINS, COLORADO

By:

[Signature]  
Mayor

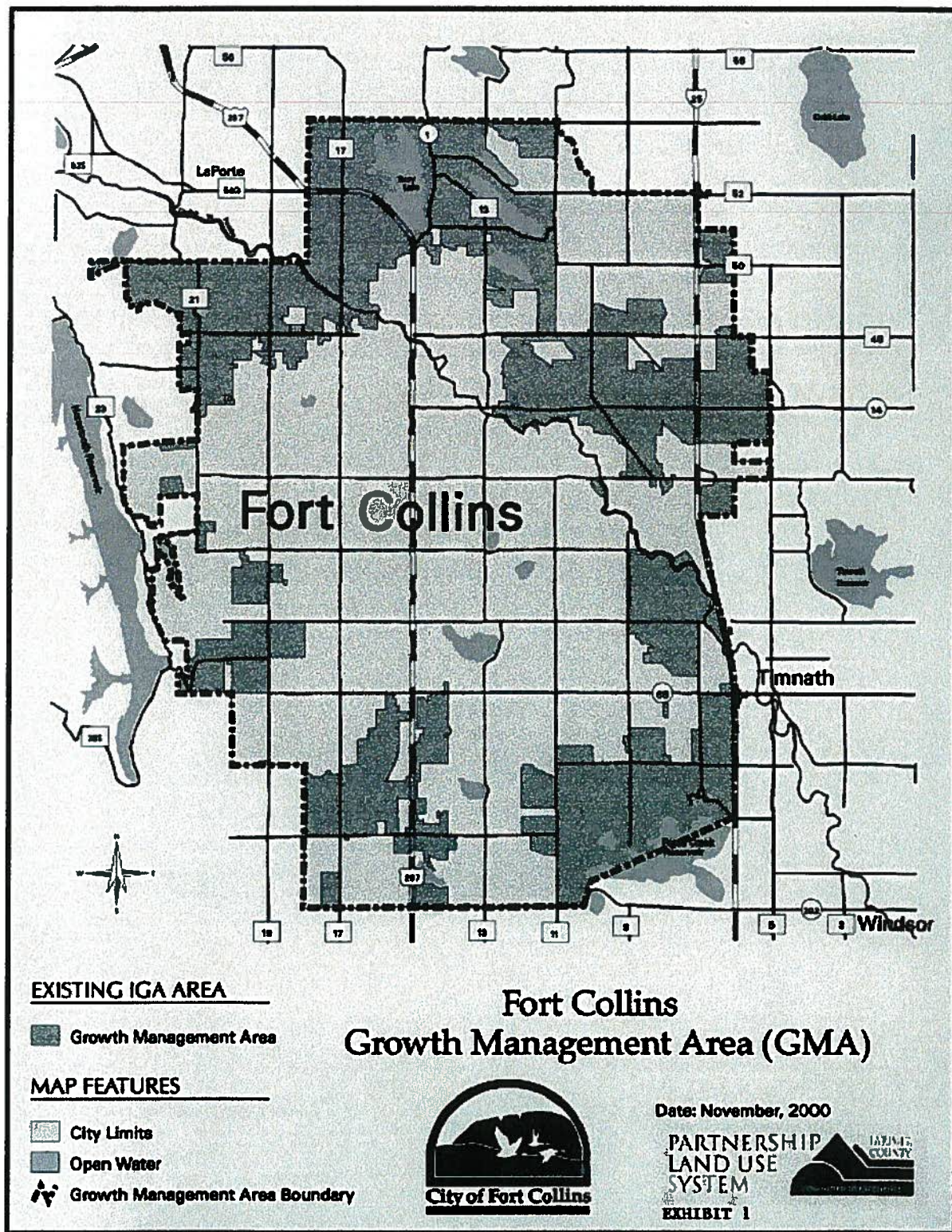
ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
Deputy City Attorney







**INTERGOVERNMENTAL AGREEMENT  
(Regarding Development in the Fort Collins Cooperative Planning Area  
Adjacent to Fossil Creek Reservoir)**

THIS AGREEMENT, is executed this **31<sup>st</sup> day of August, 1999**, by and between LARIMER COUNTY, COLORADO, a body politic organized under and existing by virtue of the laws of the State of Colorado, hereinafter referred to as the "County", and THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as the "City".

**W I T N E S S E T H:**

WHEREAS, continued growth in the Fossil Creek Reservoir area suggests that increased coordination between the parties to this Agreement can result in better management and control of the development in this area; and

WHEREAS, pursuant to Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has found and declared that in order to provide for planned and orderly development within Colorado and a balancing of the basic human needs of a changing population with legitimate environmental concerns, the policy of the State of Colorado is to clarify and provide broad authority to local governments to plan for and regulate the use of land within their respective jurisdictions; and

WHEREAS, pursuant to said Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has designated certain powers to local governments, among them the power to regulate the location of activities and developments which may result in significant changes in population density, the power to provide for phased development of services and facilities, the power to regulate the use of land on the basis of the impact thereof on the community or surrounding areas, and the power to otherwise plan for and regulate the use of land so as to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights; and

WHEREAS, pursuant to said Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has authorized and encouraged local governments to cooperate or contract with other units of government for the purpose of planning and regulating the development of land, including but not limited to the joint exercise of planning, zoning, subdivision, building, and related regulations; and

WHEREAS, pursuant to various statutes of the State of Colorado (including 31-23-255, Colorado Revised Statutes, as amended), the General Assembly of the State of Colorado has enacted various supervisory tools in order that the State may better monitor the planning activities of units of local governments; and

WHEREAS, under the authority granted by Title 29, Article 20, Colorado Revised statutes, a number of meetings were held between the parties to this Agreement with the intent of reaching agreement regarding certain standards and regulations that should apply to development within the Fort Collins "Cooperative Planning Area" adjacent to Fossil Creek Reservoir; and

WHEREAS, the purpose of this Agreement is, with regard to the Cooperative Planning Area adjacent to Fossil Creek Reservoir, to implement policy GM-1.3 of the "Principles and Policies" element of the City's Comprehensive Plan.

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

1. IDENTIFICATION OF THE FORT COLLINS COOPERATIVE PLANNING AREA ADJACENT TO FOSSIL CREEK RESERVOIR. The Fort Collins Cooperative Planning Area adjacent to Fossil Creek Reservoir is identified as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

2. REFERRAL TO CITY. All development applications as described in paragraph (3) below, that are received by the County for development of lands located within the Cooperative Planning Area identified on Exhibit "A" shall be processed, reviewed and approved or denied by the County. Such applications, upon receipt thereof, shall be promptly referred to the City's Director of Community Planning and Environmental Services for review and comment. No action of the County in either approving or denying any such development application shall be taken until it has received, in writing, the comments of the City, provided, however, that if the City fails to respond to such referral within twenty-one (21) days of receipt thereof, then the County may proceed to act upon such development application without the comments of the City.

3. ADDITIONAL REGULATORY REQUIREMENTS. Land use or development applications for which approval by the Board of County Commissioners is required and administrative site plan reviews for large retail establishments [except for Amended Plats, Minor Land Divisions (MLD), down zonings requested by Larimer County, and zoning special reviews which do not generate more than forty-five (45) vehicle trip ends (or equivalent) per day as defined in the ITE Trip Generation Manual] (which, for purposes of this Agreement shall be referred to as "development applications") shall not be approved by the County for any land located within the Cooperative Planning Area described in Exhibit "A" unless such development application has been determined by the County to be in full compliance with the following regulations which are referenced in Appendix I of the Larimer County Urban Growth Area Supplemental Regulation:

- a. All Resource Management Area regulations as contained on pages on I-18 and I-19 of Appendix I.
- b. All Natural Areas and features Regulations commencing on page I-57 and concluding on page I-67 of Appendix I.

4. CONSERVATION DEVELOPMENTS. In "Conservation Developments" all open space shall be maintained and remain undeveloped in perpetuity in accordance with appropriate Management Plans as provided in the Larimer County Land Use Code.

5. GENERAL LAND USES. Development Plans for lands located within the Cooperative Planning Area described in Exhibit "A" may be submitted only for land uses which are authorized pursuant to the Fossil Creek Reservoir Area Plan.

6. ANNEXATION. The County agrees to require a binding annexation agreement (see Appendix E of the Intergovernmental Agreement for the Fort Collins Urban Growth Area dated May 5, 1998) as a condition of approval on any development application.

7. COUNTY IMPLEMENTATION. The County agrees to undertake such processes as are necessary to consider for adoption such legislative amendments as needed to fully implement this agreement. These amendments shall include, but are not limited to, adoption of the Cooperative Planning Area as an overlay zone, adoption of all Resource Management Area regulations, Natural Areas and Features regulations, Conservation Development regulations and general land use regulations as are contemplated in this Agreement. Upon adoption of such regulations, the County agrees that no land use or development application for which approval by the Board of County Commissioners is required shall be approved for any land in the Cooperative Planning Area unless such development application has been determined by the County to be in full compliance with such adopted regulations.



8. ENFORCEMENT. It is the intent of both the City and County that this Agreement be binding upon both the City and the County, and that either party hereto shall be permitted to specifically enforce any provision of this agreement in a Court of competent jurisdiction.

9. TERM. This Agreement shall remain in force and effect for a period of ten years from the date of its execution. Thereafter, it shall be automatically renewed for successive five year terms unless, at least six (6) months prior to its scheduled expiration, either party notifies the other party of its decision that the Agreement not be renewed.

10. APPLICABILITY. Whenever a provision of the Larimer County Comprehensive Zoning Resolution, the Larimer County Subdivision Resolution, the Larimer County Planned Unit Development Resolution, or the Larimer County Mobile Home Resolution or a provision of any Land Use Code adopted in lieu of such regulations is inconsistent with regulations adopted to implement this Agreement, such implementing regulations shall apply, provided that in no event shall such implementing regulations take precedence over the Larimer County Flood Plain Resolution.

11. SEVERABILITY. In the event either party is prevented by court order from performing any provision of this agreement, or enforcing any regulations, both parties shall have the option of terminating this agreement upon mutual consent.

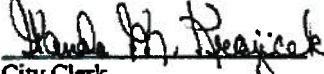
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF FORT COLLINS, COLORADO  
A Municipal Corporation

By: 

Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney



THE COUNTY OF LARIMER, COLORADO

By: 

Chair, Board of Commissioners

ATTEST:

  
Deputy Clerk and Recorder

APPROVED AS TO FORM:

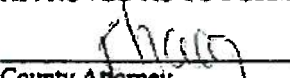
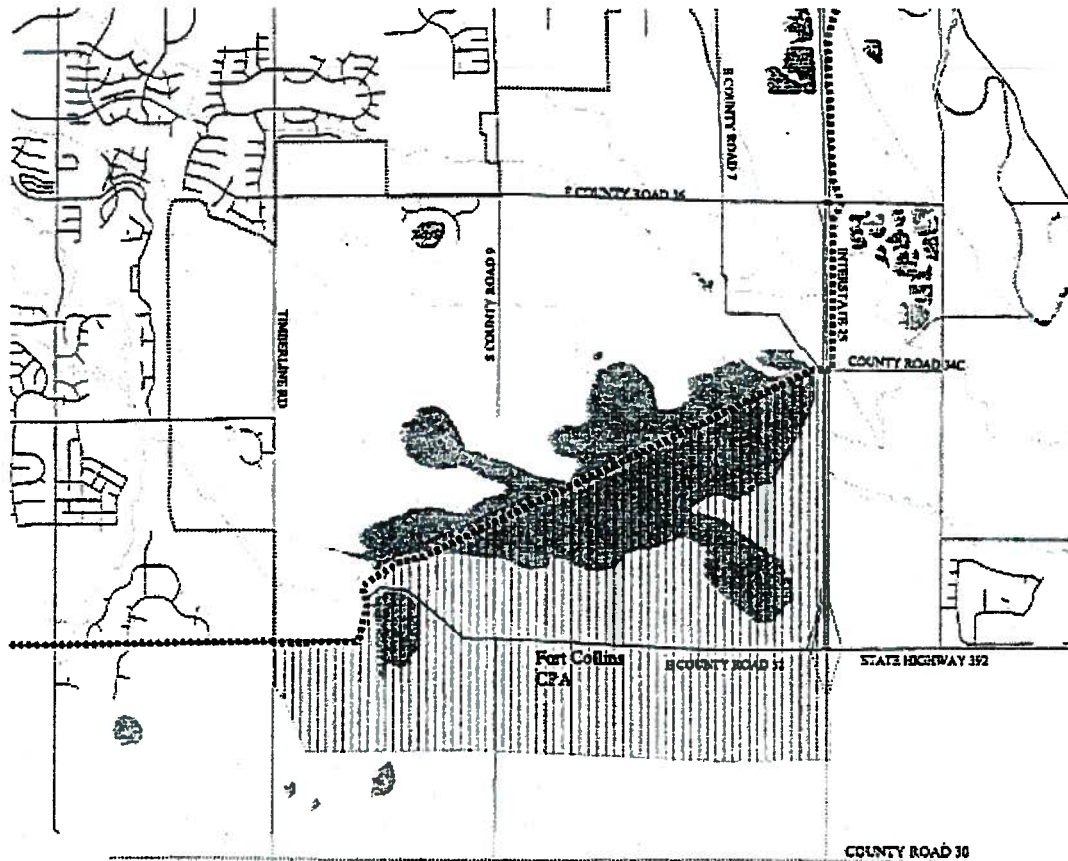
  
County Attorney

Exhibit A

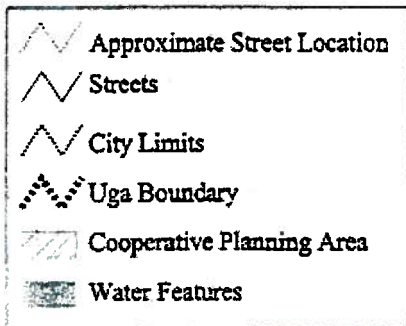
City of Fort Collins

# Cooperative Planning Area

Adjacent to Fossil Creek Reservoir



1 0 1 Miles



**INTERGOVERNMENTAL AGREEMENT**  
**(Regarding Annexations in the Fort Collins Cooperative Planning Area Adjacent to Fossil Creek Reservoir)**

THIS AGREEMENT, is executed this **28th day of June, 1999**, by and between LARIMER COUNTY, COLORADO, a body politic organized under and existing by virtue of the laws of the State of Colorado, hereinafter referred to as the "County", THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as "Fort Collins", THE CITY OF LOVELAND, a municipal corporation, hereinafter referred to as "Loveland", and THE TOWN OF WINDSOR, a Colorado statutory town, hereinafter referred to as "Windsor".

**W I T N E S S E T H:**

WHEREAS, continued growth in the Fossil Creek Reservoir area suggests that increased coordination among the parties to this Agreement can result in better management and control of the development in this area; and

WHEREAS, pursuant to Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has found and declared that in order to provide for planned and orderly development within Colorado and a balancing of the basic human needs of a changing population with legitimate environmental concerns, the policy of the State of Colorado is to clarify and provide broad authority to local governments to plan for and regulate the use of land within their respective jurisdictions; and

WHEREAS, pursuant to said Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has designated certain powers to local governments, among them the power to regulate the location of activities and developments which may result in significant changes in population density, the power to provide for phased development of services and facilities, the power to regulate the use of land on the basis of the impact thereof on the community or surrounding areas, and the power to otherwise plan for and regulate the use of land so as to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights; and

WHEREAS, pursuant to said Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has authorized and encouraged local governments to cooperate or contract with other units of government for the purpose of planning and regulating the development of land, including but not limited to the joint exercise of planning, zoning, subdivision, building, and related regulations; and

WHEREAS, pursuant to various statutes of the State of Colorado (including 31-23-255, Colorado Revised Statutes, as amended), the General Assembly of the State of Colorado has enacted various supervisory tools in order that the State may better monitor the planning activities of units of local governments; and

WHEREAS, under the authority granted by said Title 29, Article 20, Colorado Revised Statutes, a number of meetings were held among Fort Collins, Loveland, Windsor, Timnath, and Larimer County with the intent of reaching agreement as to municipal annexations in the Fort Collins "Cooperative Planning Area" adjacent to Fossil Creek Reservoir; and

WHEREAS, pursuant to said meetings, the parties have agreed as provided hereafter.



NOW, THEREFORE, in consideration of the covenants and obligations herein expressed and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

1. IDENTIFICATION OF THE FORT COLLINS COOPERATIVE PLANNING AREA ADJACENT TO FOSSIL CREEK RESERVOIR. The Fort Collins Cooperative Planning Area adjacent to Fossil Creek Reservoir is identified as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

2. ANNEXATION IN THE FORT COLLINS COOPERATIVE PLANNING AREA. The parties agree that no annexations shall occur within the Fort Collins Cooperative Planning Area described in Exhibit "A" except annexations to Fort Collins.

3. COUNTY SUPPORT. The County agrees to oppose, by such means as it deems appropriate, any annexation into any incorporated town or city except as is authorized in paragraph 2 above.

4. ENFORCEMENT/BINDING EFFECT. This Agreement shall be binding upon the parties and their representatives, successors and assigns, and may be specifically enforced in any court of competent jurisdiction.

5. TERM/TERMINATION. This Agreement shall remain in force and effect for a period of ten (10) years from the date of its execution. Thereafter, it shall be automatically renewed for successive five (5) year terms unless, at least six (6) months prior to its scheduled expiration, either party should notify the other party of its decision that the Agreement not be renewed.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF FORT COLLINS, COLORADO  
A Municipal Corporation

By: *Randall R. White*  
Mayor

ATTEST:

*Heidi M. Hrajcek*  
City Clerk

APPROVED AS TO FORM:

*W. Paul Gilman*  
City Attorney



*Carina Vasquez*  
City Clerk

APPROVED AS TO FORM:

*Jane S. O'Sullivan*  
City Attorney

THE CITY OF LOVELAND, COLORADO  
A Municipal Corporation

By: *Kathleen P. Gilliland*  
Mayor

THE TOWN OF WINDSOR, COLORADO  
A Municipal Corporation

By: *William R. Bell*  
Mayor

ATTEST:

*Cathy M. Kennedy*  
Town Clerk

APPROVED AS TO FORM:

*[Signature]*  
Town Attorney





THE COUNTY OF LARIMER, COLORADO

By: *Charles H. Huer*  
Chair, Board of Commissioners

ATTEST:

*Paul M. Cookman*  
Deputy Clerk and Recorder

APPROVED AS TO FORM:

*khacg*  
County Attorney

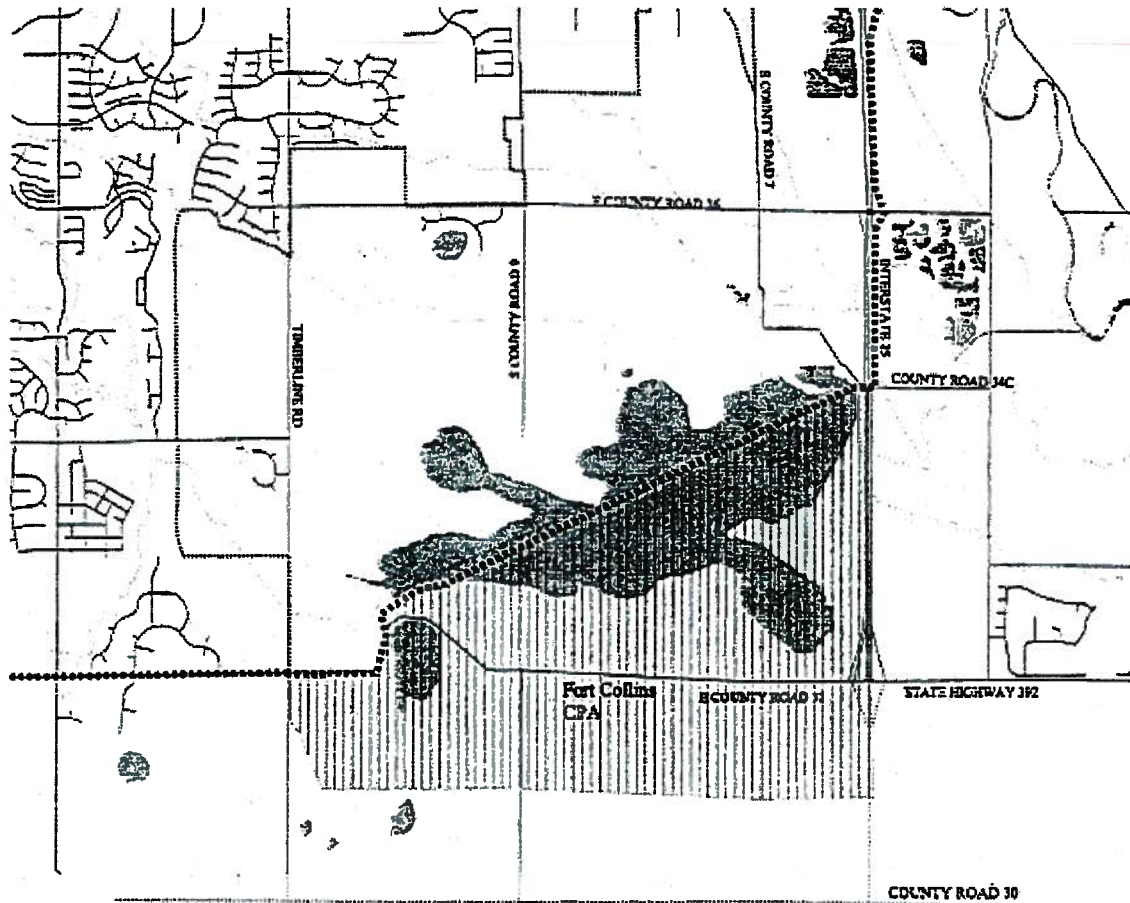


Exhibit A

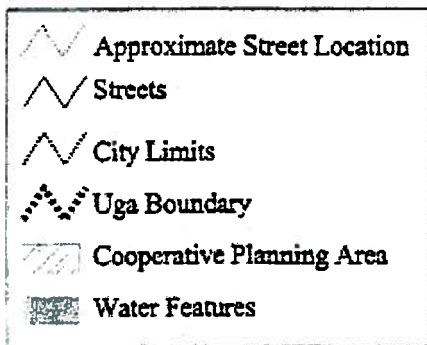
City of Fort Collins

# Cooperative Planning Area

Adjacent to Fossil Creek Reservoir



1 0 1 Miles





**INTERGOVERNMENTAL AGREEMENT  
(Regarding Annexations East of Interstate Highway 25)**

THIS AGREEMENT, is executed this **28th day of June, 1999**, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter referred to as "Fort Collins", and THE TOWN OF WINDSOR, a Colorado statutory town, hereinafter referred to as "Windsor".

**W I T N E S S E T H:**

WHEREAS, continued growth in the Interstate Highway 25 Corridor Area suggests that increased coordination between the Fort Collins and Windsor can result in better management and control of the development in this area; and

WHEREAS, pursuant to Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has found and declared that in order to provide for planned and orderly development within Colorado and a balancing of the basic human needs of a changing population with legitimate environmental concerns, the policy of the State of Colorado is to clarify and provide broad authority to local governments to plan for and regulate the use of land within their respective jurisdictions; and

WHEREAS, pursuant to said Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has designated certain powers to local governments, among them the power to regulate the location of activities and developments which may result in significant changes in population density, the power to provide for phased development of services and facilities, the power to regulate the use of land on the basis of the impact thereof on the community or surrounding areas, and the power to otherwise plan for and regulate the use of land so as to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights; and

WHEREAS, pursuant to said Title 29, Article 20, Colorado Revised Statutes, as amended, the General Assembly of the State of Colorado has authorized and encouraged local governments to cooperate or contract with other units of government for the purpose of planning and regulating the development of land, including but not limited to the joint exercise of planning, zoning, subdivision, building, and related regulations; and

WHEREAS, pursuant to various statutes of the State of Colorado (including 31-23-255, Colorado Revised Statutes, as amended), the General Assembly of the State of Colorado has enacted various supervisory tools in order that the State may better monitor the planning activities of units of local governments; and

WHEREAS, pursuant to an Intergovernmental Agreement between and among Windsor, Fort Collins, Loveland, and Larimer County, dated June 28, 1999, regarding annexations in the Fort Collins Cooperative Planning Area Adjacent to Fossil Creek Reservoir, Windsor agreed that no municipal annexations shall occur within the Fort Collins Cooperative Planning Area, except annexations to Fort Collins; and

WHEREAS, in consideration of Windsor's promise as contained in said Intergovernmental Agreement, the purpose of this Agreement is to provide a corresponding assurance that Fort Collins will not annex east of interstate Highway 25 between Larimer County Road 34C and Larimer County Road 30.



NOW, THEREFORE, in consideration of the covenants and obligations herein expressed and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

1. ANNEXATION EAST OF INTERSTATE HIGHWAY 25. Fort Collins agrees that it shall not annex any territory east of Interstate highway 25 if such territory lies between Larimer County 34C and Larimer County Road 30 unless such annexation is otherwise agreed to in writing by Windsor.

2. ENFORCEMENT/BINDING EFFECT. This Agreement shall be binding upon the parties and their representatives, successors and assigns, and may be specifically enforced in any court of competent jurisdiction.

3. TERM/TERMINATION. This Agreement shall remain in force and effect for a period of ten (10) years from the date of its execution. Thereafter, it shall be automatically renewed for successive five (5) year terms unless, at least six (6) months prior to its scheduled expiration, either party should notify the other party of its decision that the Agreement not be renewed.

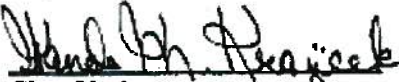
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF FORT COLLINS, COLORADO  
A Municipal Corporation

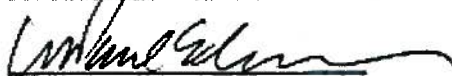
By: 

Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

THE TOWN OF WINDSOR, COLORADO  
A Municipal Corporation

By: W. Wayne Malt  
Mayor

ATTEST:

Cathy M. Kennedy  
Town Clerk

APPROVED AS TO FORM:

[Signature]  
Town Attorney

