



**CHAFFEE COUNTY COLORADO  
RESOLUTION 2010-23**

**ADOPTING AN AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT REGARDING  
COORDINATED LAND PLANNING WITH THE CITY OF SALIDA**

**WHEREAS**, the Land Use Act (§29-20-101, C.R.S., et seq.) and the County Planning Code (§30-28-101, C.R.S., et seq.) authorize county regulation of land use in the unincorporated areas of the County; and

**WHEREAS**, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. §29-1-203 allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government, including, but not limited to, the function of planning or regulating the development of land; and

**WHEREAS**, C.R.S. §29-20-105 authorizes and encourages Colorado local governments to cooperate or contract with each other for the purposes of planning and regulating the development of land through the joint adoption of planning, zoning, building, subdivision, and related regulations; and

**WHEREAS**, continued growth pressure in the Salida area suggests that increased coordination between the City of Salida (“City”) and the County can result in better management for directing growth to maintain the identity of the Salida Community, promote the efficient provision of public services (central sanitary sewer and water, streets, police protection, and other services) and protect our open lands and agricultural lands; and

**WHEREAS**, the City and the County have a commitment to the accommodation and encouragement of planned growth and development using integrated planning and infrastructure development; and

**WHEREAS**, in recognition of the City and County’s shared planning goals, the parties entered into an Intergovernmental Agreement (“IGA”) in 2008; and

**WHEREAS**, the City and the County wish to amend such IGA in order to improve the planning and review process; and

**WHEREAS**, on December 16, 2009, the Salida Regional Planning Commission (established by the 2008 IGA) voted unanimously to recommend approval of the proposed amendments to the IGA; and

**WHEREAS**, on January 26, 2010, the Chaffee County Planning Commission voted unanimously to recommend approval of the proposed amendments to the IGA; and

**WHEREAS**, on February 16, 2010, the Salida City Council unanimously approved proposed amendments to the IGA; and

**WHEREAS**, the Board of County Commissioners of Chaffee County (the “Board”) has reviewed the proposed amendments and finds all notice and hearing requirements have been satisfied; and

**WHEREAS**, the Board has determined that it would be in the best interests of the citizens of Chaffee County if the 2008 IGA be repealed and replaced with the proposed amended IGA.

**NOW THEREFORE** be it unanimously resolved by the Board of County Commissioners of Chaffee County as follows:

1. Adoption. The Board hereby approves the proposed amended IGA attached hereto as Exhibit 1.





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**AMENDED INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF SALIDA, COLORADO AND  
CHAFFEE COUNTY, COLORADO**

This INTERGOVERNMENTAL AGREEMENT is entered into this 2nd day of March, 2010 by and between the BOARD OF COUNTY COMMISSIONERS OF CHAFFEE COUNTY, COLORADO (the "County") and the CITY OF SALIDA, COLORADO (the "City").

**Recitals**

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. §29-1-203 allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government, including, but not limited to, the function of planning or regulating the development of land; and

WHEREAS, C.R.S. §29-20-105 authorizes and encourages Colorado local governments to cooperate or contract with each other for the purposes of planning and regulating the development of land through the joint adoption of planning, zoning, building, subdivision, and related regulations; and

WHEREAS, continued growth pressure in the Salida area suggests that increased coordination between the City and the County can result in better management for directing growth to maintain the identity of the Salida Community, promote the efficient provision of public services (central sanitary sewer and water, streets, police protection, and other services) and protect our open lands and agricultural lands; and

WHEREAS, the City and County recognize the importance of agriculture to the community as a whole, including positive contributions related to irrigation, cultural, and economics, and the County has adopted a Right to Ranch policy to encourage agricultural usage, and the City and County recognize certain challenges exist related to continued agricultural use in urbanizing areas; and

WHEREAS, the City and the County have a commitment to the accommodation and encouragement of planned growth and development using integrated planning and infrastructure development; and

WHEREAS, the City of Salida approved this Intergovernmental Agreement ("IGA") on April 7, 2008 with Resolution 2008-16 and Chaffee County approved the IGA on March 18, 2008 with Resolution 2008-17; and

WHEREAS, the Salida Regional Planning Commission reviewed the IGA on December 16, 2009 and recommended certain revisions to the Agreement to improve the review process, the IGA is hereby repealed and reenacted in its entirety to incorporate the suggested amendments.

JOYCE M. RENO  
Chaffee County Clerk  
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NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth herein, the parties hereby mutually agree as follows:

**ARTICLE I  
PURPOSE, SCOPE, AND AMENDMENT OF PREVIOUS AGREEMENTS**

1.1 Purpose. The purposes of this Agreement are: (1) to direct growth in the Salida area, not simply manage growth, in a manner consistent with the City of Salida and Chaffee County Comprehensive Plans; (2) to provide for City approval of new development in the Municipal Services Area, as defined below; (3) to ensure that the growth pattern in the Municipal Planning Area, as defined below, is developed in a manner consistent with the City’s Comprehensive Plan and infrastructure capabilities; (4) to coordinate planning efforts between the City and County to ensure that development planned within the City’s annexation and utility service area will not unintentionally encroach into areas designated as having rural densities and land use types by the County; and (5) to advise, consult, and involve in the planning activities the owners of private property affected by these agreements


1.2 Scope. The terms and provisions of this Agreement shall apply to the property within the boundaries depicted on the Joint Planning Map attached hereto as Exhibit A.

1.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect unless terminated pursuant to Section 8.7.

1.4 Repeal and Reenactment of IGA. The City and County hereby repeal the Intergovernmental Agreement between the parties dated April 7, 2008 (the “2008 IGA”) and reenact the Agreement in its entirety as set forth herein. By adoption of this Amended Agreement, the 2008 IGA becomes null and void and is of no further force and effect.

**ARTICLE II  
DEFINITIONS**

- 2.1 Definitions. The following definitions shall apply to this Agreement:
  - a. Applicant shall mean an applicant submitting a Land Use Development application.
  - b. Chaffee County shall mean the Board of County Commissioners of Chaffee County.
  - c. City Development Standards shall mean the standards contained within the City of Salida Comprehensive Plan, Ordinances of the City of Salida, and the City of Salida Municipal Code, and other relevant adopted City of Salida regulations and agreements at the time an application is submitted. City Development Standards shall not include land use application procedures or building permit processes.
  - d. City of Salida shall mean the City Council of the City of Salida.

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- e. Joint Planning Map shall mean the property depicted on the attached Exhibit A, consisting of the City of Salida, Municipal Services Area and Municipal Planning Area.
- f. Land Use Development shall mean any and all proposed developments that are not considered Uses by Right, as defined herein. Examples of land use development include but are not limited to new or expanded commercial uses, subdivisions, special land use permits, zoning changes, planned unit developments, or other applications that typically undergo review by the Chaffee County Planning Commission. Land use development does not include minor plat corrections, lot line adjustments, special land use permits for temporary mobile homes, and subdivision exemptions specifically defined by the Chaffee County Land Use Code.
- g. Municipal Planning Area (MPA) shall mean the area designated on the Joint Planning Map, which is currently outside the City boundary and designated for future coordinated planning between the City and the County. The MPA shall also refer to Municipal Growth Area or MGA for the purposes of any resolution, plan, or regulation which refers to a "Municipal Growth Area" or "MGA." The entirety of the Municipal Services Area is included within the Municipal Planning Area.
- h. Municipal Services Area shall mean the area designated on the Joint Planning Map, adjacent to City boundaries currently eligible for annexation and immediately capable of being serviced by municipal or approved special district sewer and water utilities and infrastructure.
- i. Salida/Chaffee County Regional Planning Commission ("Salida RPC") shall mean a body of planning commissioners, as more specifically defined in Article VI of this Agreement.
- j. Three-Mile Planning Area shall mean that area which lays, in whole or in part, within three miles of the boundaries of the City, and outside the boundaries of the Town of Poncha Springs ("Poncha"), as contemplated by C.R.S. 31-12-105(1)(e).
- k. Use(s) By Right shall include land uses such as agriculture (including an agricultural overlay if adopted), those related to residential building permits, and other uses that do not require review by the Chaffee County Planning Commission. Uses by Right shall not include new commercial land uses or construction (such uses fall within the definition of Land Use Development). Uses by right are exempt from the requirements of this Intergovernmental Agreement.

### ARTICLE III ANNEXATION

3.1 Intent and General Annexation Provisions. The provisions in this IGA dealing with annexation shall follow the standards outlined in the Colorado Revised Statutes §31-12-101 through §31-12-123 and the City's annexation policies. The City and County acknowledge that



annexation will not generally occur until such time as a request for annexation is made by a property owner. In the case of development within the Municipal Services Area, the annexation process shall be initiated when an application for Land Use Development is submitted to the City or County. This IGA is intended to foster cooperation and coordination between the City and County in the orderly process of annexation requests by property owners.

3.2 City Annexation of County Roads. With respect to the issues of annexation of County roads, the parties agree as follows:

- a. The City agrees that in conjunction with the review and approval of proposed annexation and development of properties contiguous to the then existing City limits, it will, when legally possible, annex County roads that are contiguous to the property being annexed and such roads shall serve as principal access from the City to such development. During the annexation process or the Land Use Development process for property within the City or County, the City shall not eliminate existing accesses from properties which are not within the City.
- b. The City agrees that it will assume maintenance responsibilities for County roads which it annexes, unless otherwise agreed by the parties.
- c. For non-contiguous County roads that do not serve as the principal access for the property being annexed, the City and County shall negotiate annexation of such roads on a case by case basis. The negotiations may include analysis of developer contributions and may require improvements to address impacts to County roads.

3.3 Impacts of Municipal Development. The City and the County agree to consult and cooperate in assessing and requiring new developments, whether in the City or the County, to mitigate impacts resulting from developments, which may include impacts from roads, utility services and other impacts. In addition, the City agrees to submit development applications within the City limits to the County for comment when there is potential that those developments may impact County services.

3.4 County Review of Annexations and Impact Reports. When required pursuant to state statute, the City shall have annexation impact reports prepared and delivered to the County on all annexation requests concerning properties greater than ten (10) acres in size unless this requirement is waived in writing by the Board of County Commissioners.

#### **ARTICLE IV MUNICIPAL SERVICES AREA**

4.1 Municipal Services Area. The City and County shall establish the Municipal Services Area (“MSA”) adjacent to the City of Salida as shown on the Joint Planning Map. The MSA encompasses properties which are eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, as may be amended from time to time.



4.2 City Review. All new Land Use Development applications within the MSA shall be submitted to the City which shall determine if the property will be immediately annexed. Except as otherwise provided herein, the County agrees to not accept Land Use Development applications for properties in the MSA and to direct such Applicants to the City. Two types of development applications shall be processed within the MSA: (1) those applications that will be immediately annexed, which shall be processed under City regulations; and (2) Those applications that, after further review by the City, will not be immediately annexed and shall be processed under County regulations (subject to City Development Standards via a pre-annexation agreement, if necessary.)

4.3 Property to be Annexed. Annexation and development of the subject property will be considered pursuant to an annexation agreement with terms that conform to the Salida Municipal Code and Comprehensive Plan, as may be amended from time to time.

a. The City will not decline to annex such property except for good cause. For the purposes of this Agreement, good cause includes without limitation the following: (1) extension of one or more municipal services to the area would place an unreasonable economic burden on the existing users of such service or upon the future residents or owners of property in the area itself; (2) proposed uses in the development agreement are inconsistent with the City's Comprehensive Plan; (3) the application does not qualify for annexation based on Colorado Revised Statutes, or (4) the City does not desire to annex the property for reasons defined by the City Planning Commission or the City Council. The City reserves the right to negotiate the terms and conditions of an annexation agreement for the purpose of mitigating impacts to the City as may occur as a result of annexation and obtaining benefits for the City beyond the requirements of the Salida Municipal Code.

b. Fees for all Land Use Development applications within the MSA processed by the City shall be determined according to the City land use regulations and shall be payable solely to the City. Applications processed by the City will use City forms and procedures.

4.4 Property Not to be Immediately Annexed. Upon determination that the property will not be immediately annexed, the City shall submit written confirmation to the Applicant and to the County, outlining the reasons that the property will not be immediately annexed. The City shall also describe the aspects of development that shall comply with City standards, in which case such standards shall be the subject of a pre-annexation agreement with the applicant.

a. Properties that are not immediately annexed shall undergo joint review whereby the Applicant follows the County application process and will ultimately be subject to approval by the County, but will be subject to some or all City Development Standards as agreed upon in the pre-annexation agreement at the time of County application approval or at some point in the future.

b. If a Land Use Development application is subject to a pre-annexation agreement between the City and the Applicant, the terms and conditions of the pre-annexation



agreement shall control the regulations related to the development. In the event a Land Use Development application would result in the application being submitted to the County prior to final approval of the annexation, the pre-annexation agreement shall be referred to the County for review.

c. If the Applicant and the City cannot negotiate the terms of an annexation or pre-annexation agreement, an Applicant may petition the County to consider a Land Use Development application. The Applicant shall provide a showing that good faith efforts to negotiate annexation or pre-annexation agreement have failed. The County Commissioners shall hold a public hearing and shall only accept the application following a finding that such good faith efforts have failed. If the County accepts a Land Use Development application for a development in the MSA, the application shall comply with County standards. Further, the County shall, as a condition of approval of such a development, require annexation of such parcels at such time that the statutory municipal requirements for annexation are met, if annexation is requested and approved by the City.

d. Fees for Land Use Development applications processed by the County shall be determined according to County land use regulations and shall be payable solely to the County. Applications processed by the County will use County forms and procedures. The application shall include any and all statements and correspondence from the City.

## ARTICLE V MUNICIPAL PLANNING AREA

5.1 Municipal Planning Area. The City and County shall establish the Municipal Planning Area (“MPA”) surrounding the City of Salida as shown on the Joint Planning Map and mutually agree that said MPA is appropriate for the development of certain land uses, including extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, as may be amended from time to time. It is understood that the MPA represents the next logical tier of expansion for the City of Salida after the MSA. It is noted that urban level growth may not be desired in all areas of the MPA, but the purpose of the MPA is to plan for land uses in these areas consistent with the City’s Comprehensive Plan. At this time, the City and County have not created specific standards for Land Use Development applications in the MPA which are currently not contiguous with City boundaries.

5.2 Land Use Development Applications for Contiguous Property within the MPA. Land Use Development applications for all parcels that are contiguous to City boundaries shall be processed according to the terms for development in the MSA set forth in Article IV herein.

5.3 Land Use Development Applications for Non-Contiguous Properties Within the MPA.

- a. Applications will be submitted to the County and immediately copied to the City for review and comment and scheduled for a public hearing before the Salida RPC, using the following procedural guidelines.
- i. Applications in the MPA shall be processed utilizing County application requirements.
  - ii. Within fourteen (14) days of receipt of a Land Use Development Application for non-contiguous properties within the MPA, the City staff shall provide written comments to the Salida RPC. Such time period may be extended by the County upon a finding of good cause.
  - iii. Public hearings with the Salida RPC shall be required to be advertised and posted at least 7 days prior to the Salida RPC meeting. Public hearings shall also be scheduled with the Chaffee County Planning Commission and the Chaffee County Board of Commissioners, with proper noticing as required by Chaffee County codes.
  - iv. The Town of Poncha Springs may provide written comments to County Staff for the Salida RPC within seven (7) days of the RPC hearing with respect to properties within its three mile area contemplated by C.R.S. 31-12-105(1)(e).
  - v. County staff shall provide a staff report to the Salida RPC at least seven (7) days prior to the public hearing, which shall include any review comments received from agencies or municipalities involved in the application process.
  - vi. At the Salida RPC public hearing, the Salida RPC shall review the application along with any comments from the City, County, Applicant or public. Upon consideration of the application, the Salida RPC shall make a recommendation to the County for approval, approval with conditions, or denial, unless the City, County, and Applicant all agree to pursue annexation to the City.
  - vii. City planning staff may make a finding and submit a written statement to the County declaring that the City's interests are not significantly impacted by a Land Use Development application for non-contiguous properties within the MPA. Upon written notice by the City staff to the County staff of such decision within fourteen (14) days of receipt of the application, the application will not be scheduled for further consideration by the Salida RPC and will instead be subject to County review and approval pursuant to County standards. The County reserves the right to remand the application to the Salida RPC upon a finding that additional review is necessary.
- b. With respect to all developments within the Municipal Planning Area serviced by municipal water and sewer, the parties will use their best efforts to ensure that tap fees are based on in-City rates, unless otherwise negotiated in a pre-annexation agreement for municipal utility extensions.



c. Applications involving Uses by Right will be reviewed and processed by the County without referral to the City, except that the County shall refer any application which may change or create a property line to the City for comment.

5.4 Fees. Fees for all Land Use Development applications within the MPA processed by the City shall be determined according to the City land use regulations and shall be payable solely to the City. Fees for Land Use Development applications processed by the County shall be determined according to County land use regulations and shall be payable solely to the County. Applications processed by the City will use City forms and procedures, and Applications processed by the County will use County forms and procedures.

## ARTICLE VI SALIDA REGIONAL PLANNING COMMISSION

### 6.1 Salida Regional Planning Commission.

a. The County and City shall form a joint planning commission (“Salida Regional Planning Commission” or “Salida RPC”) to review development requests within the Municipal Planning Area. The Chaffee County Commissioners shall appoint three members from its Planning Commission and the Salida Planning Commission shall appoint three members from its Planning Commission to serve on the Salida RPC.

b. The Salida RPC shall review Land Use Development applications upon referral by the City or County, as required in the above Articles, and make recommendations to the Board of County Commissioners and City Council with respect to specific developments and general projects proposed within the Municipal Planning Area.

c. Members of the Salida RPC shall be appointed for one (1) year terms, and the appointment date shall be consistent with the appointment date for each entity’s Planning Commission. Each governmental entity shall endeavor to appoint members who can be present at meetings of the Salida RPC and at any field trip or work session held in anticipation of such meeting. The appointed members of the Salida RPC shall select a Chairman by majority vote at the first meeting of the Salida RPC in any given year.

d. The Salida RPC is authorized to adopt rules and regulations regarding the conduct of its meetings.

i. At minimum, the Salida RPC shall meet every three months to review joint planning issues for the City and County, including, without limitation, recreation, amendments to this Agreement, area boundaries for the MSA, MPA, trails, and transportation.

ii. The Salida RPC is also charged with considering the creation of joint overlay zoning districts or area plans such as railroad, river, and highway corridors.



iii. The Salida RPC is also charged with creating land use development standards for future development in the MPA.

iv. The Salida RPC shall meet at a date and location to be mutually agreed upon.

v. The quorum for the Salida RPC shall be four members with at least two members present from the County and the City.

6.2 Joint Master Planning.

a. The County and the City shall each develop and maintain master plans for roads and trails, open space and parks, and infrastructure in GIS format. Each party will be responsible for the cost of planning and recording their individual plan in a master GIS file for their respective areas of responsibility. As part of joint master planning efforts, the Salida RPC will review the City and County's master plans and make recommendations to align such plans cooperatively for the benefit of both entities. The City and County may cooperate to jointly plan for roads, trails, open space and parks within the MPA. The cost for such joint planning efforts shall be borne equally by the parties.

b. The County's area of responsibility shall be all un-incorporated areas outside of the City limits and outside of the Municipal Planning Area. The City's area of responsibility shall be all areas within the Municipal Planning Area or as defined pursuant to Colorado Revised Statutes, 29-20-104.

**ARTICLE VII  
IMPLEMENTATION**

7.1 Amendment of Boundaries or Sections of Agreement. The City and the County agree that amendments to the Joint Planning Map boundaries, including the MSA and MPA boundaries, and any amendments to this Agreement shall be according to the following procedures and requirements.

a. The City of Salida, Chaffee County, or any individual or entity may request an amendment to the Municipal Services Area, the Municipal Planning Area or other Sections of this Agreement.

b. The request shall be forwarded to the Salida RPC for review and consideration. Upon the recommendation of the Salida RPC, the Salida City Council and the Chaffee County Commissioners will review the proposed amendment. The Municipal Services Area, the Municipal Planning Area, or other Sections of this Agreement shall be amended only with approval of both the City and the County, after following their respective procedures.



c. The amended Municipal Services Area, Municipal Planning Area, or IGA Section shall be made in writing and shown, if appropriate, on Exhibit A of this Agreement. The amendment shall be signed and dated by the Mayor of the City and the Chair of the Chaffee County Board of County Commissioners (or acting Chair).

7.2 Long-Range Planning. The County and the City agree to coordinate and negotiate in good faith concerning long-range planning efforts. To that end, the City and County agree to work together through the Salida RPC on alternative growth management tools, including but not limited to design guidelines, transportation, impact fees, attainable and affordable housing, and open space and agricultural preservation initiatives.

7.3 Right to Farm and Ranch. The City and County recognize that the terms of this agreement, or any land use application, cannot supersede State law regarding ditch access and agriculture, and will endeavor to ensure that any annexation or land use will be consistent with the County Right to Ranch Policy and Ordinance, unless otherwise negotiated by the City, the County, and affected ditch owners and affected agricultural operators as part of the annexation agreement.

7.4 Enforcement and Legal Defense. Failure to obtain an appropriate land use permit or to develop in accordance with the terms of this Agreement shall constitute a violation of the Salida Land Use Code and/or Chaffee County Land Use Code, as applicable, and subject to all enforcement remedies contained therein. The parties are not required to prosecute violations, but shall cooperate so as to allow the other party to prosecute violations. The County and City shall be responsible for their own costs and expenses incurred in carrying out any enforcement remedies.

7.5 Agreement Update and Review. The Salida RPC shall annually review this Agreement and make recommendations with respect to any changes or updates to the Agreement requested by either party, per Section 7.1, above.

## ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Effective Date. This Agreement shall be effective upon Chaffee County's adoption of a resolution that incorporates this Agreement into the Chaffee County Land Use Code.

8.2 Dispute Resolution. Before resorting to litigation, the parties shall make reasonable efforts to resolve any disputes by mediation administered pursuant to Title 24, Article 32, Part 32 of the Colorado Revised Statutes.

8.3 Costs. Each party is responsible for the cost and expenses incurred in carrying out this Agreement.

8.4 No Third Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to

this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

8.5 Authority. The parties acknowledge that each party's obligations are subject to applicable law and public policy. The Board of County Commissioners will not and cannot adopt any regulation by resolution or ordinance that is in conflict with all applicable agency, state or federal law, rule or regulation. Similarly, any action taken pursuant to this Agreement that pertains to any land within the City, for incorporated areas, and within the County for unincorporated areas is subject to final approval by the governing body of the City or County, respectively.

8.6 Cooperating Entities. The parties will cooperate to encourage districts and other appropriate entities to become a party to this Agreement.

8.7 Termination. This agreement shall remain in full force and effect for a period of one year from the date of its execution. Thereafter, it shall be automatically renewed for additional one-year terms. If any party desires to terminate or withdraw from this Agreement, a written notice shall be submitted to the other party one hundred twenty (120) days prior to termination. Unless the non-terminating party objects in writing to such termination or withdrawal, such termination or withdrawal shall be effective one hundred twenty (120) days following receipt of such notice. Otherwise, this Agreement may only be terminated subsequent to completion of the dispute resolution process outlined above. Any termination of this Agreement shall not affect proposed development within the Municipal Planning Area that is pending at the time of termination.

8.8 Entire Agreement. This Agreement represents the entire understanding between the parties with respect to its subject matter. This Agreement supersedes any prior Agreements, oral or written, with respect to its subject matter.

8.9 Severability. If a court of competent jurisdiction determines that any provision of this Agreement is void, illegal, or unenforceable, the other provisions hereof will remain in full force and effect, and the provision determined to be void, illegal, or unenforceable will be limited so that this Agreement will remain in effect to the fullest extent permissible by law.

8.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

8.11 Notices. Except as otherwise provided in this Agreement, all notices or other communications by any party hereto shall be in writing, shall be sufficiently given, and shall be deemed given when actually received.

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JOYCE M. RENO  
Chaffee County Clerk

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the most recent day and year set forth below.

BOARD OF COUNTY COMMISSIONERS  
CHAFFEE COUNTY, COLORADO

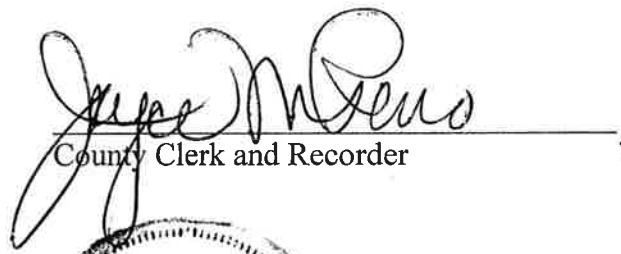
CITY COUNCIL, CITY OF SALIDA,  
COLORADO

  
Frank Holman, Chairman

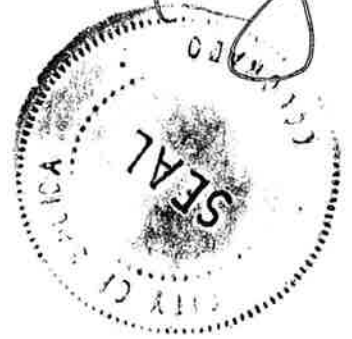
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Charles Rose, Mayor Date

ATTEST:

ATTEST:

  
County Clerk and Recorder

  
Deputy City Clerk





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JOYCE M. RENO  
Chaffee County Clerk

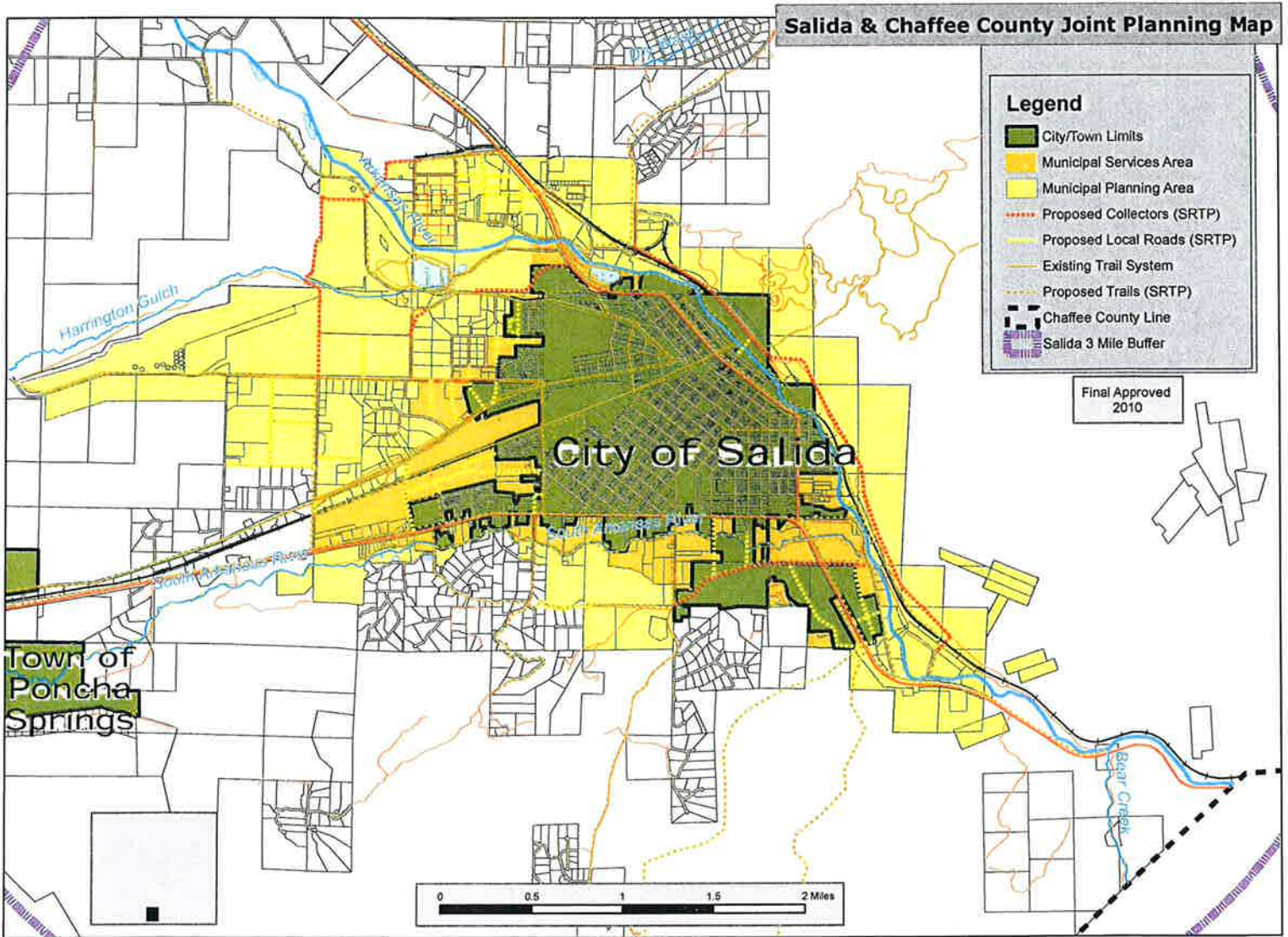


EXHIBIT 1

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