

EXHIBIT F

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the **City of Brighton, Colorado**, a municipal corporation of the State of Colorado (the “City”), and **The Lakes Metropolitan District No. 5**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan dated _____, 20___, as may be further amended from time to time by City approval (the “Service Plan”); and

WHEREAS, the Service Plan requires the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in their best interests to enter into this Intergovernmental Agreement (“Agreement”); and

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Incorporation by Reference. The Service Plan is hereby incorporated in this agreement by this reference. The District agrees to comply with all provisions of the Service Plan, as it may be amended from time to time in accordance with the provisions thereof, and Title 32, Article 1, C.R.S. (the “Special District Act”).

2. Defined Terms. All terms which are not defined herein shall have the same meaning as set forth in the Service Plan.

3. Parks and Recreation. The District is hereby authorized to operate and maintain public recreation facilities, community centers, and local parks that are smaller than 3 acres in size. It is intended that the District’s authority to operate and maintain other Public Improvements, if any, shall be subject to and performed in accordance with City Approvals.

4. Water Rights/Resources. To the extent the City requires a developer of property within the Project to obtain and/or develop water rights or resources for a non-potable water system, the District shall be authorized to accept an assignment of and perform such obligation.

5. Construction and Maintenance of Public Improvements. The Districts shall be specifically authorized to undertake the construction, operation and maintenance of those Public

Improvements set forth in the Service Plan, and shall be required to construct, operate and maintain, or cause the construction, operation and maintenance of those Public Improvements set forth in the City Approvals. The Districts shall be required to design and construct or cause to be designed and constructed the necessary major and minor arterial streets within the Districts and around the perimeter of the Districts, as provided in the City Approvals. The required improvements, which design, timing and construction requirements will be determined at the time of City Approvals are generally 144th Avenue, Sable Boulevard, Chambers Road, 140th Avenue, 19th Street, and 136th Avenue, as well as all onsite and required off-site improvements for sidewalks, trails, medians, water, sewer and storm drainage to serve lands within the boundary of the District. The Districts' authority and obligation to design, construct, operate and maintain such Public Improvements shall be subject to and performed in accordance with the City Approvals.

6. Enforcement. The parties agree that this Agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The parties also agree that this Agreement may be enforced pursuant to Section 32-1-207, C.R.S. and other provisions of the Special District Act granting rights to municipalities or counties approving a service plan of a special district.

7. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the parties with respect to the subject matter contained herein.

8. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the parties hereto.

9. Governing Law; Venue. The internal laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, without giving effect to choice of law or conflict of law principles. The parties hereby submit to the jurisdiction of and venue in the district court in Adams County, Colorado. In any proceeding brought to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

10. Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties.

11. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

12. Assignability. Neither the City nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other party.

13. Successors and Assigns. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**THE LAKES METROPOLITAN DISTRICT
NO. 5**

By: _____
President

Attest:

Secretary

CITY OF BRIGHTON, COLORADO

By: _____
Mayor

Attest:

City Clerk