

## **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**

THIS AMENDED AND RESTATED 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 Service Plan dated December 19, 2017, as amended by that Certain Amendment No. 1 to Service Plan approved on September 7, 2021, and 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 are parties to an Intergovernmental Agreement between the City and the District entered into in 2017; and

WHEREAS, the City and the District have determined it to be in their best interests to enter into this Amended and Restated 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. Maintenance of Public Improvements. The District agrees that it shall maintain the following Public Improvements, as shown by Exhibit A attached hereto and made a part hereof.

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 5 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. Notice to Property Owners. The District agrees that it shall record a Notice of Inclusion in Metropolitan District substantially in the form attached hereto as Exhibit B on all property located within the District's boundaries.

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:

By: \_\_\_\_\_  
Secretary

**CITY OF BRIGHTON, COLORADO**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

## **Exhibit A to Intergovernmental Agreement**

### **Public Improvements to be Maintained by the District**

The improvements the District will be authorized to operate and maintain (in addition to those referenced in Paragraphs 3 and 4 of this Intergovernmental Agreement) shall, in accordance with Section IV.A.1 of the Service Plan, be determined in connection with future City Approvals.

**Exhibit B to Intergovernmental Agreement**

**NOTICE OF INCLUSION IN METROPOLITAN  
DISTRICT AND POSSIBLE PROPERTY TAX  
CONSEQUENCES**

Legal description of the property;

See Exhibit A attached hereto and incorporated by reference

This property is located in the following metropolitan district:

\_\_\_\_\_ Metropolitan District No. \_\_\_\_ (the “District”)

In addition to standard property tax identified on the next page, this property is subject to a metropolitan district mill levy (another property tax) of up to:

\_\_\_\_\_ mills, subject to Mill Levy Adjustment, as described in the  
District’s Service Plan

Based on the property’s inclusion in the metropolitan district, a commercial parcel with a sale price of \$100,000 could result in ADDITIONAL annual property taxes up to:

\$ \_\_\_\_\_

Based on the property’s inclusion in the metropolitan district, a residential parcel with a sale price of \$300,000 could result in ADDITIONAL annual property taxes up to:

\$ \_\_\_\_\_

The next page provides examples of estimated total annual property taxes that could be due on this property, first if located outside the District and next if located within the District. **Note: property that is not within the District would not pay the ADDITIONAL amount.**

The District’s Board of Directors can be reached as follows;

[Address, e-mail address and phone number]

You may wish to consult with: (1) the Adams County Assessor’s Office to determine the specific amount of District property taxes currently due on this property; and (2) the District’s Board of Directors to determine if the District’s Service Plan has been amended.

# ESTIMATE OF PROPERTY TAXES

## Annual Tax Levied on Commercial Property with \$100,000 Actual Value Without the District Mill Levy

<b>Taxing Entity</b>	<b>Mill Levies (20 **)</b>	<b>Annual Tax Levied</b>
Adams County		
City of Brighton		
Rangeview Library District		
Central Colorado Water Conservancy District		
Brighton Fire District No. 6		
School District No. 27		
Urban Drainage South Platte		
Urban Drainage and Flood Control		
<b>TOTAL</b>		

## Annual Tax Levied on Commercial Property with \$100,000 Actual Value With the District Mill Levy (Assuming Maximum District Mill Levy)

<b>Taxing Entity</b>	<b>Mill Levies (20 **)</b>	<b>Annual Tax Levied</b>
Adams County		
City of Brighton		
Rangeview Library District		
Central Colorado Water Conservancy District		
Brighton Fire District No. 6		
School District No. 27		
Urban Drainage South Platte		
Urban Drainage and Flood Control		
Metropolitan District		
<b>TOTAL</b>		

Annual Tax Levied on Residential Property with \$300,000 Actual Value Without the District Mill Levy

<b>Taxing Entity</b>	<b>Mill Levies (20 **)</b>	<b>Annual Tax Levied</b>
Adams County		
City of Brighton		
Rangeview Library District		
Central Colorado Water Conservancy District		
Brighton Fire District No. 6		
School District No. 27		
Urban Drainage South Platte		
Urban Drainage and Flood Control		
<b>TOTAL</b>		

Annual Tax Levied on Residential Property with \$300,000 Actual Value With the District Mill Levy (Assuming Maximum District Mill Levy)

<b>Taxing Entity</b>	<b>Mill Levies (20 **)</b>	<b>Annual Tax Levied</b>
Adams County		
City of Brighton		
Rangeview Library District		
Central Colorado Water Conservancy District		
Brighton Fire District No. 6		
School District No. 27		
Urban Drainage South Platte		
Urban Drainage and Flood Control		
Metropolitan District		
<b>TOTAL</b>		

\*\*This estimate of mill levies is based upon mill levies certified by the Adams County Assessor's Office in December 20\_\_ for collection in 20\_\_ and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Adams County Assessor's Office to obtain accurate and current information.

**EXHIBIT A**  
**TO NOTICE OF INCLUSION IN METROPOLITAN DISTRICT**

The Property