

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF BENNETT COLORADO  
AND  
BENNETT CROSSING METROPOLITAN DISTRICT NOS. 1-3**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“First Amendment”) is made and entered into as of JUNE 23, 2020 by and between the **Town of Bennett**, a municipal corporation of the State of Colorado (the “Town”), and **Bennett Crossing Metropolitan District No. 1, Bennett Crossing Metropolitan District No. 2, and Bennett Crossing Metropolitan District No. 3**, (hereinafter referred to as “District No. 1,” “District No. 2,” and “District No. 3,” respectively) each a quasi-municipal corporation and political subdivision of the State of Colorado (collectively, the “Districts”).

**RECITALS**

WHEREAS, the Districts and the Town entered into that certain Intergovernmental Agreement (“Agreement”) on or around January 19, 2016 following the approval of the District’s Service Plan and the organization of the Districts; and

WHEREAS, with the approval of the Town, the Districts have undertaken to construct certain regional storm drainage facilities to serve the property owners within the Districts.; and

WHEREAS, the Town must consent to the Districts undertaking maintenance and operation of the storm drainage facilities;

WHEREAS, in order to provide funds for the operation and maintenance of the regional storm drainage facilities, the Districts propose to impose fees, rates, tolls or charges on the properties within the boundaries of the Districts which utilize the storm drainage facilities; 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**

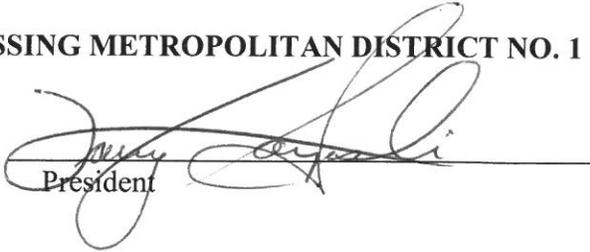
1. Regional Storm Drainage Facilities. The “Regional Storm Drainage Facilities” referred to herein are depicted on **Exhibit A** attached hereto and incorporated herein by this reference.
2. Properties Utilizing the Regional Storm Drainage Facilities. The properties that will utilize the Regional Storm Drainage Facilities are Planning Areas 4 and 5 within the boundaries of District No. 1, all of the property within the boundaries of District No. 2, all or a portion of the property within the boundaries of District No. 3, and a 12-acre (approximately) parcel of land (“Planning Area 6”) that is not within the boundaries of any of the Districts. The

properties that are both within the boundaries of District No. 1 and also located exclusively in Planning Areas 2 and 3 do not utilize the Regional Storm Drainage Facilities.

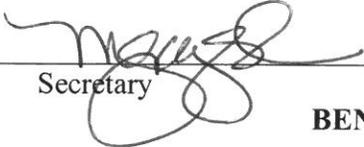
3. Authorization to Operate, Maintain and Fund the Regional Storm Drainage Facilities. Notwithstanding any provision in the Service Plan or the Special District Code, District No. 2 is specifically authorized to operate and maintain the Regional Storm Drainage Facilities. For the purpose of maintaining and operating the Regional Storm Drainage Facilities (and maintaining reserves for the same), District No. 2 is authorized to: (i) impose a mill levy (subject to the Maximum Operation and Maintenance Mill Levy and Mill Levy Adjustment) on taxable property with its boundaries; and (ii) impose, collect and enforce fees upon any property within District Nos. 1 and 3 which utilizes the Regional Storm Drainage Facilities. District No. 1 and District No. 3 are each also authorized to impose, collect and enforce a storm drainage fee to the extent it is not collected by District No. 2. In addition, if all of that taxable property within the boundaries of District No. 3 utilizes the Regional Storm Drainage Facilities, District No. 3 may impose a mill levy (subject to the Maximum Operation and Maintenance Mill Levy and Mill Levy Adjustment) on such property in lieu of any storm drainage fee. Further, either of District Nos. 2 or 3 may enter into a contract with the owner of Planning Area 6 for payment in lieu of taxes for the purpose of maintaining and operating the Regional Storm Drainage Facilities. In no event shall (i) a property owner or resident in any of the three districts be required to pay a storm drainage fee to more than one of the three districts or (ii) the aggregate revenues received by the three districts from such storm drainage fees exceed the costs of operating and maintaining the Regional Storm Drainage Facilities.

4. Agreement Remains Effective. Except as specifically modified by this First Amendment, the Agreement remains in full force and effect.

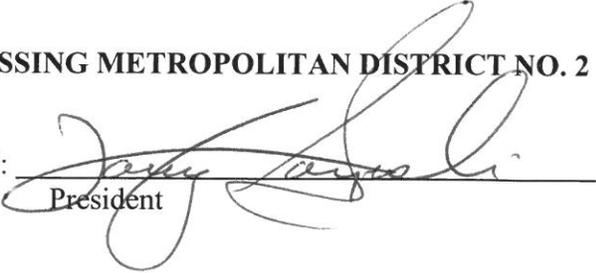
**BENNETT CROSSING METROPOLITAN DISTRICT NO. 1**

BY:   
President

ATTEST:

By:   
Secretary

**BENNETT CROSSING METROPOLITAN DISTRICT NO. 2**

BY:   
President

ATTEST:

By:   
Secretary

**BENNETT CROSSING METROPOLITAN DISTRICT NO. 3**

BY:

President

ATTEST:

By:

Secretary

**TOWN OF BENNETT, COLORADO**

By:

Mayor

ATTEST:

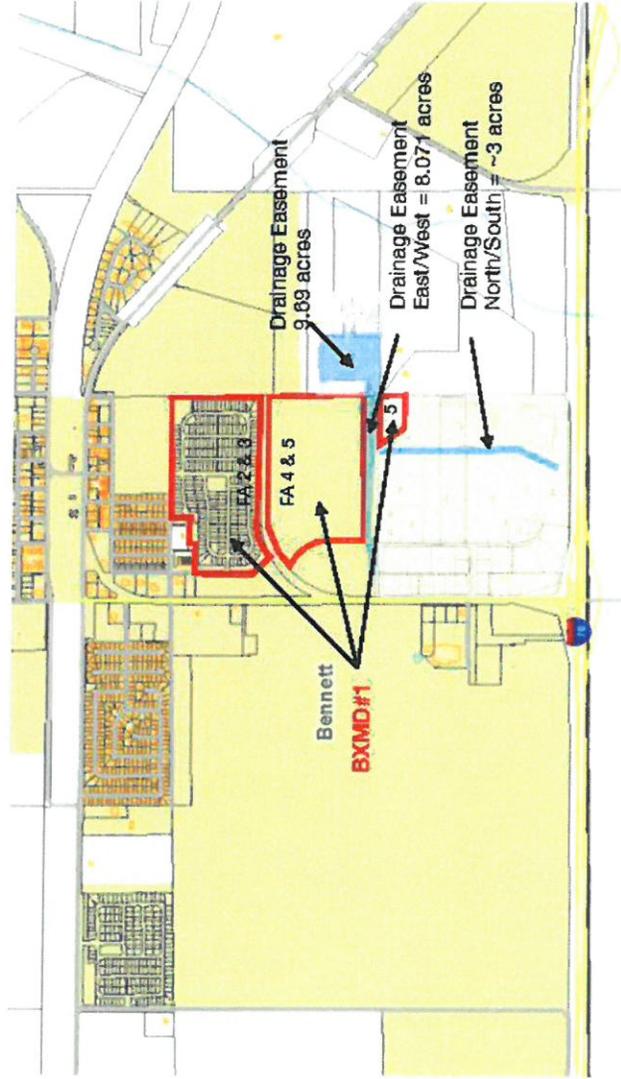
By:

Town Clerk



Bennett Crossing Metropolitan District No. 1 Map  
updated 02/11/2020

## EXHIBIT A REGIONAL STORM DRAINAGE FACILITIES



- Legal entity with ownership:**
- Bennett Crossing Metro District No. 1 (LGI Homes of Colorado - 57 acres + Planning Areas 4 & 5)
- Regional Drainage Facilities