

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO,
ROCKINGHORSE METROPOLITAN DISTRICT NO. 1 AND
INSPIRATION METROPOLITAN DISTRICT
(F/K/A ROCKINGHORSE METROPOLITAN DISTRICT NO. 2)**

This FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT, (the "Amendment") is made and entered into as of this 21 day of MAY, 2018, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (the "City"), ROCKINGHORSE METROPOLITAN DISTRICT NO. 1, and INSPIRATION METROPOLITAN DISTRICT (f/k/a RockingHorse Metropolitan District No. 2), quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Amended and Restated Consolidated Service Plan for RockingHorse Metropolitan District Nos. 1 and 2 dated August 6, 2004 and approved by the City on August 30, 2004 (the "Service Plan"); and

WHEREAS, the name of Rockinghorse Metropolitan District No. 2 was changed to Inspiration Metropolitan District pursuant to an Order Confirming Change of Name to Inspiration Metropolitan District dated February 10, 2017; and

WHEREAS, as required by the City Municipal Code and the Service Plan, the City and the Districts entered into an Intergovernmental Agreement on December 21, 2004 (the "IGA"); and

WHEREAS, the Service Plan and the IGA provide that the Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City; and

WHEREAS, the Parties desire to allow the Districts to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, parks and trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities) and all necessary equipment and appurtenances incident thereto; and

WHEREAS, the Districts have determined that the best interests of the Districts, their residents, property owners and taxpayers, would be served by the Districts accepting ownership and providing operation and maintenance of certain Public Improvements; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Amendment.

NOW, THEREFORE, 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

A. Section 1 of the IGA shall be replaced with the following:

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

B. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the IGA.

C. All language in the IGA not expressly amended by this Agreement shall remain in effect as written.

[Signature page follows.]

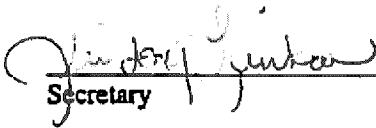
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first set forth above.

**ROCKINGHORSE METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the State
of Colorado**



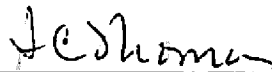
Officer of the District

ATTEST:



Secretary

**INSPIRATION METROPOLITAN DISTRICT,
a quasi-municipal corporation and political
subdivision of the State of Colorado**



Officer of the District

ATTEST:



Secretary

CITY OF AURORA, COLORADO



STEPHEN D. HOGAN, Mayor

ATTEST:



LINDA S. BLACKSTON, City Clerk
Janice Napper

APPROVED AS TO FORM:



JACK D. BAJOREK, Senior Assistant City Attorney