

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF JOHNSTOWN, COLORADO AND
HIGH PLAINS METROPOLITAN DISTRICT NOS. 1, 3 AND 4**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2021, by and between the TOWN OF JOHNSTOWN, a municipal corporation of the State of Colorado (“Town”), and High Plains Metropolitan District Nos. 1, 3 and 4, each a quasi-municipal corporation and political subdivision of the State of Colorado (individually a “District”, and collectively, the “Districts”). The Town 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 Districts’ Service Plans approved by the Town on March 17, 2008 by way of Resolution Nos. 2008-07 A, C and D (the “Original Service Plans”); and

WHEREAS, the Original Service Plans contemplated a multi-district structure by and among the Districts and High Plains Metropolitan District No. 2 (“District 2”), by which the Districts and District 2 would collectively undertake the planning, design, acquisition, construction, installation and financing of certain public improvements associated with Parcels 1, 2, 3, 4, and 5 as shown in Exhibits A, B, and C of the Original Service Plans; and

WHEREAS, in order to accommodate the different phasing required for the development of the property described in the Original Service Plans and the District 2 Service Plan (individually a “Project,” and collectively the “Projects”) and to ensure that the planning, design, acquisition, construction, installation and financing of the public improvements are directed and managed in the most efficient and cost-effective manner for each Project, each of the Districts’ Boards of Directors have determined it necessary to amend the multi-district structure contemplated by the Original Service Plans; and

WHEREAS, District 2 has submitted a proposed amended service plan to the Town, which provides that District 2 and new proposed special districts known as Revere at Johnstown Metropolitan District Nos. 2-9 (the “Revere Districts”) may include and will provide the financing for the public improvements associated with Parcels 1, 3 and 5, rather than such financing being provided by the Districts; and

WHEREAS, such amendment to the multi-district structure of the Districts will require an amended and restated service plan for each District (the “New Service Plans”) to remove Parcels 1, 3 and 5 from the Service Area, boundaries and inclusion areas of the Districts and remove public improvements associated with such parcels from the Districts’ capital improvement and financing plans; and

WHEREAS, under Secs. X(c) and (k) of the Original Service Plans, an amendment is required because there is a material modification in that there is a change in the public improvements and facilities to be financed by the Districts and the Districts did not commence

construction of the public improvements within five years of approval of the Original Service Plans; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”) regarding the New Service Plans.

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

1. Submittal of New Service Plans by the Districts. Each of the Districts shall submit a proposed New Service Plan to the Town. Each such New Service Plan shall:
 - a) be based on the Town’s Model Service Plan in effect on the date of application; and
 - b) describe the then-current boundaries of the District and provide for the inclusion of property described in the Original Service Plans based on the conceptual Outline Development Plan (“ODP”) for each District as of the submittal date, except for any portion of property within the Service Area or Inclusion Area Boundaries of District 2 or any of the Revere Districts; and
 - c) include revised capital and financing plans and maximum debt authorization, to reflect the revised Service Area and conceptual ODP for each District as of the submittal date.
- 2) Debt and Fee Limitations. Prior to the effective date of approval by the Town Council of the New Service Plans for all of the Districts and a final subdivision plat for the first phase of the Project for each District, such District shall not: (a) issue any bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations or other payment obligations for which such District has promised to impose an ad valorem property tax mill levy and/or impose and collect fees (“Debt”); (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; (c) impose and collect any fees; (d) approve inclusion of property into the boundaries of the District; or (e) refer a question to voters for authorization of any additional debt. If any District takes such action prior to approval of a New Service Plan and a final subdivision plat for the first phase of the Project for such District, the action shall be deemed a material departure from the Service Plan for that District.
- 3) Notices. All notices, demands, requests or other communications to be sent by any Party to another hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: High Plains Metropolitan District Nos. 1, 3 and 4
 c/o Law Office of Michael E. Davis, LLC

5910 S. University Blvd., Ste. C-18, #203
Greenwood Village, CO 80121
Email: michael@mdavislawoffice.com
Phone: (720) 324-3130

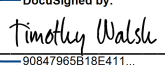
To the Town: Attn: Town Manager
 Town of Johnstown
 223 1st Street
 Johnstown, CO 80615
 Phone: (970) 454-3338


All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

- 4) 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 and without amendment to the New Service Plans.
- 5) Assignment. None of the Parties hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.
- 6) Default/Remedies. Upon the occurrence of any event of breach or default by a Party, the non-defaulting Parties shall provide written notice to the defaulting Party. The defaulting Party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within fifteen (15) days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by a Party, the non-defaulting Parties shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees, to the extent permitted by law.
- 7) Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado and venue shall be in Weld County.
- 8) Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 9) Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

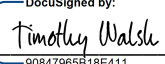
- 10) Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the Town shall be for the sole and exclusive benefit of the Districts and the Town.
- 11) Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
- 12) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
- 13) No Liability of Town. The Town has no obligation whatsoever to construct any improvements that the Districts are required to construct, or pay any debt or liability of the Districts, including any Bonds.
- 14) Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

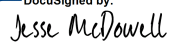
HIGH PLAINS METROPOLITAN DISTRICT NO. 1

By: DocuSigned by:

90847965B18E411...
 Timothy Walsh, President

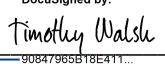
Attest: DocuSigned by:

64E6E5210370451...
 Jesse McDowell, Secretary/Treasurer

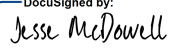
HIGH PLAINS METROPOLITAN DISTRICT NO. 3

By: DocuSigned by:

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 Timothy Walsh, President

Attest: DocuSigned by:

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 Jesse McDowell, Secretary/Treasurer

HIGH PLAINS METROPOLITAN DISTRICT NO. 4

By: DocuSigned by:

90847965B18E411...
 Timothy Walsh, President

Attest: DocuSigned by:

64E6E5210370451...
 Jesse McDowell, Secretary/Treasurer

TOWN OF JOHNSTOWN, COLORADO

By: _____
_____, Mayor

Attest: _____
_____, Town Clerk

APPROVED AS TO FORM: _____