

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT CONCERNING WOODMEN ROAD

This First Amendment to the Intergovernmental Agreement Concerning Woodmen Road (“Amendment”) is entered into this 15th day of January, 2013, (“Effective Date”), by and between the City of Colorado Springs (“City”), El Paso County, Colorado, acting by and through the Board of County Commissioners of the County of El Paso, State of Colorado (“Board” or “County”), and Woodmen Road Metropolitan District (“WRMD”). The City, the County and WRMD may be referred to herein individually as a Party and may be collectively referred to herein as the Parties.

RECITALS

WHEREAS, on February 1, 2003, the Parties entered into an Intergovernmental Agreement Concerning Woodmen Road (“Agreement”) in which they set forth their agreement regarding the design, financing and construction of improvements to Woodmen Road, which Agreement is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the County adopted the El Paso County Road Impact Fee Program on November 15, 2012 pursuant to Resolution No. 12-382 (“Fee Program”), which Fee Program charges an impact fee on new development within unincorporated El Paso County for the purpose of funding road capacity improvements necessitated by such new development; and

WHEREAS, by participating in the improvements to Woodmen Road, WRMD has contributed nearly \$17 million to major regional road infrastructure in El Paso County; and

WHEREAS, the Parties wish to amend the Agreement to reflect a fair and equitable integration of the Agreement into the Fee Program for property currently within or in the future annexed to the WRMD; and

WHEREAS, the Parties agree that WRMD has no intent at this time to issue any new debt in addition to the bonds currently in repayment and that the assessed valuation of the property within the Amended Service Area, defined below, is sufficient to retire WRMD’s existing debt; and

WHEREAS, the Parties further agree that this First Amendment requires a fair and equitable contribution to regional transportation improvements from all properties within the Amended Service Area, regardless of whether such properties join WRMD or participate in the Fee Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties agree that the above-stated Recitals shall be incorporated into this Amendment as if fully stated herein.

2. Service Area. The Service Area described in paragraph 4 of the Agreement shall be amended to include only those properties identified in the map attached hereto as Exhibit B and incorporated by reference herein (the "Amended Service Area"). Any property previously included as part of the Service Area but not identified in Exhibit B shall no longer be subject to the terms of the Agreement or this Amendment.

3. County Additional Obligations. Paragraph 11 of the Agreement shall be amended to read as follows:

The County shall require of any unincorporated property located within the Amended Service Area, defined in the January 15, 2013 Amendment to this Agreement, as a condition of platting or replatting (other than to adjust property lines in a manner which does not increase traffic impacts), that the property be required to contribute to the Local Impact costs and reimburse any funds received for right-of-way acquisition. This contribution shall be accomplished by the inclusion of the subject property into WRMD or a cash payment in lieu thereof which shall be based upon the same calculation used to quantify the Owner's Minimum Share. This County obligation shall not apply to any property which receives final plat approval after December 31, 2020, and no such property may join WRMD.

4. Payment of El Paso County Road Impact Fee. Paragraph 11.5 shall be added to the Agreement, to read as follows:

Neither the property within the current boundaries of WRMD nor the property within the Amended Service Area which receives final plat approval from the County on or before December 31, 2020 and which is thereby subject to the requirements of paragraph 11 above shall be assessed an impact fee pursuant to the Fee Program. Property within the Amended Service Area which receives final plat approval from the County on or after January 1, 2021 shall be subject to the applicable impact fee pursuant to the Fee Program.

5. District Fees after December 31, 2020. Paragraph 6.5 shall be added to the Agreement, to read as follows:

For property within the Amended Service Area which receives final plat approval within the period beginning January 1, 2021 and ending on December 31, 2027 or upon retirement of WRMD's current bond series, whichever occurs sooner, the County shall remit or cause to be remitted annually to WRMD the District's Share of all impact fees collected from such property during that same period pursuant to the Fee Program and in accordance with paragraph 11.5 below, whether collected through cash payment or property tax revenue received by El Paso County Public Improvements Districts No. 2 and 3. The District's Share of impact fees collected shall be the sum of the building permit fee, the platting fee, and the projected mill levy revenue which would have been generated by the property had it been included in WRMD as measured from the date of

plat recording until December 31, 2027, all calculated pursuant to the provisions of paragraph 6 of this Agreement.

6. Agreement Remains in Effect. Except as amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect. If any term of this Amendment conflicts with the Agreement, the provisions of this Amendment shall control.

IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Amendment as of the Effective Date.

CITY OF COLORADO SPRINGS

By: _____
Mayor

ATTEST:

City Clerk

STATE OF COLORADO)
) S.S.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, as Mayor of the City of Colorado Springs and as attested to by _____, City Clerk.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Dennis Hisey, Chair

ATTEST:

By: _____
County Clerk & Recorder

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

STATE OF COLORADO)
) S.S.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____,
2012, by _____, as _____ of the Board of County
Commissioners, and as attested to by _____, County Clerk & Recorder.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

WOODMEN ROAD METROPOLITAN DISTRICT

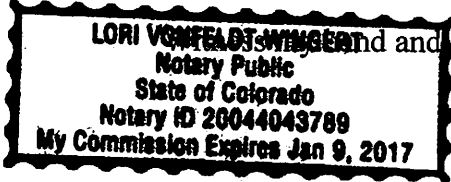
By: *Douglas E Woods*
President

ATTEST:

Thomas C Cone
Secretary to the Board

STATE OF COLORADO)
) S.S.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 6th day of OCT, 2015 by Douglas E Woods, as President of the Board of the Woodmen Road Metropolitan District, and as attested to by Thomas C Cone, Secretary to the Board.



and official seal.
Lori VonFeldt-Wingert
Notary Public

My Commission Expires: 1-9-17

Woodmen Road Metro Service Area
 School Districts 49 and 70
 and ZIP Codes

- Legend**
- Roads
 - School Districts 49 and 70
 - NAME
 - FALCON SCH DIST 49
 - ACADEMY SCH DIST 70
 - Parcels
 - City Boundaries
 - Indicators in the District
 - Metropolitan Districts
 - Woodmen Road MDC
 - Falcon Heights MDC
 - Woodmen Heights MDC No. 1
 - Woodmen Heights MDC No. 2
 - Woodmen Heights MDC No. 3
 - Boundary



Revised Woodmen
 Road Metro Service
 Area

