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**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT:
BOULDER COUNTY AND THE TOWN OF NEDERLAND
FOR THE MUD LAKE PROPERTY**

THIS SECOND AMENDMENT to Intergovernmental Agreement between the Town of Nederland, a Colorado municipal corporation, Post Office Box 396, Nederland, Colorado 80466 ("the Town") and the County of Boulder, a body corporate and politic, Post Office Box 471, Boulder, Colorado 80306 ("the County") is executed to be effective the 1st, day of December, 2002.

RECITALS

A. The Town and the County previously entered into that certain Intergovernmental Agreement: Boulder County and the Town of Nederland For the Mud Lake Property, effective December 17, 1999, recorded December 21, 1999 at Reception No. 2008471 (the "Agreement"), as amended by that certain Amendment to Intergovernmental Agreement: Boulder County and the Town of Nederland for the Mud Lake Property, effective July 24, 2001 and recorded August 30, 2001 at Reception No. 2180976 (the "Amendment") (collectively, the "IGA").

B. The Town and the County agree that it is in their mutual interest to amend the IGA to 1) allow six additional months for the Existing Fire Station Parcel to be conveyed to the County and 2) reduce the number of affordable housing units to be located on the Existing Fire Station Parcel from 14 to 12 by eliminating the two Habitat for Humanity affordable housing units.

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Town and the County agree that the IGA shall be and hereby is amended as follows:

1. On Page 11 of the Agreement, the first clause of Paragraph 8(b) is amended to read:

In the event that the Existing Fire Station Parcel is not conveyed to and accepted by the County no later than June 20, 2003,

2. On page 4 of the Agreement, the last sentence of Section IV.A. is amended to read as follows:

The Existing Fire Station Parcel will be used for 12 units of Boulder County affordable housing.

3. Page 10 of the Agreement is further amended by:

- A. Striking the last three sentences of Paragraph 6(b) that refer to Habitat for Humanity residences; and

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- B. Changing "14" to "12" in Paragraph 6(c);
4. Except as specifically amended by this Second Amendment, the IGA shall remain in full force and effect.
 5. Counterparts. This Second Amendment may be executed in counterparts, which when combined shall be deemed a complete original, and all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable to and binding upon all parties.
 6. Recording. This Second Amendment shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.
 7. Severability. If any part of this Second Amendment is found, decreed or held to be void or unenforceable such finding, decree or holding shall not affect the other remaining provisions of this Second Amendment or the IGA, which provisions shall remain in full force and effect.
 8. Survival. The parties agree that, except for such of the terms, conditions, covenants and agreements included herein which are, by their very nature fully and completely performed upon the closing of the purchase-sale transactions provided for in this Second Amendment, all of the terms, conditions, representations, warranties, and covenants of this Second Amendment shall survive the closing of any purchase-sale transactions and shall continue after said closings to be binding upon and inure to the benefit of the parties, their successors and assigns.



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Boulder County Clerk, CO AMEND AGREE R 0.00

Town of Nederland

Scott Brunstjen
_____, Mayor



ATTEST:

Sheridan Garcia

Sheridan Garcia, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

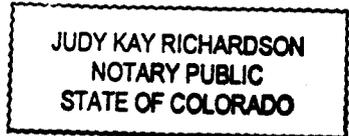
The foregoing instrument was acknowledged before me this 3 day of December, 2002 by Scott Brunstjen, Mayor, Town of Nederland, a Colorado municipal corporation.

Witness my hand and official seal.
My Commission Expires: _____

12/06/03

Judy Kay Richardson

Notary Public



My Commission Expires _____