

**INTERGOVERNMENTAL AGREEMENT
AMENDING THE SOUTHEAST BOULDER COUNTY, SOUTH 96TH STREET.,
DILLON ROAD, AND U.S. 287 AREA COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement Amending the Southeast Boulder County, South 96th Street, Dillon Road, and U.S. 287 Area Comprehensive Development Plan Intergovernmental Agreement (this "Amendment") is made as of the 16th day of January, 2001, amending the Southeast Boulder County, South 96th Street, Dillon Road, and U.S. 287 Area Comprehensive Development Plan Intergovernmental Agreement dated February 18, 1999 (the "Agreement") by and among the City of Broomfield, a Colorado home rule municipal corporation ("Broomfield"); the City of Lafayette, a Colorado home rule municipal corporation ("Lafayette"); the City of Louisville, a Colorado statutory city ("Louisville"); and the County of Boulder, a body politic and corporate of the State of Colorado ("Boulder County"); (collectively the "Parties"), and the Northwest Parkway Authority, a political subdivision of the State of Colorado ("Authority").

WHEREAS, the Parties have previously entered into the Agreement; and

WHEREAS, the Authority has consented to and is bound by certain requirements of the Agreement; and

WHEREAS, the Parties and Authority now wish to enter into this Amendment to provide review provisions for the approval of drainage and construction easements and to include an exhibit with respect to the same; to revise the Parkway financing allocation and clarify the use of such allocation; and to provide for additional Authority funding obligations for acquisitions of open space lands in furtherance of the Agreement.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1 of the Agreement is hereby amended to read as follows:

4.1 NORTHWEST PARKWAY. Boulder County currently regulates the site selection of arterial or collector highways, pursuant to §24-65.1-101 et seq., C.R.S. Boulder County agrees that the acquisition of right-of-way for the Northwest Parkway as indicated on Exhibit A approximately 300 feet in width and the construction of the roadway, across the parcels shown on Exhibit A to contain potential right-of-way, and along an alignment reasonably conforming to that shown on Exhibit A shall be exempt from the guidelines and regulations adopted by Boulder County pursuant to §24-65.1-101 et seq., C.R.S. if the right-of-way does not encroach more than 50 feet into the Rock Creek Farm Open Space. Additional encroachment into the Rock Creek Farm Open Space may be allowed only at the discretion of Boulder County. Where necessary for on/off ramps at interchanges, for slope easements at interchanges and overpasses, and for permanent drainage easements and temporary construction easements, the width may exceed 300 feet to

the extent of such necessity. Boulder County and Louisville hereby approve the proposed permanent drainage and temporary construction easements identified in Exhibit B attached to this Agreement. Within 10 business days of receipt by Boulder County and Louisville of final permanent drainage and temporary construction easements, Boulder County and Louisville shall review and determine whether to approve such final easements and approval shall not be unreasonably withheld for any such easement that does not vary from that shown on Exhibit B by more than 50 feet in any direction.

While the final design of the roadway is to be determined at a later date, the Parties agree to the following:

2. Section 4.3 of the Agreement is hereby amended to read as follows:

4.3 ALLOCATION OF PARKWAY FINANCING PROCEEDS. The Parties and the Authority agree, and the consents set forth in subsection 4.1.7 are expressly conditioned upon the requirements, that \$36 million will be allocated from the initial Parkway financing proceeds as well as other Authority revenues for right-of-way acquisition, design engineering and the construction of South 96th Street pursuant to subsection 4.2.1., of West Midway Boulevard pursuant to subsection 4.2.2. and of a Dillon Road connection across the U.S. 287 corridor pursuant to subsection 4.1.5. and that a minimum of \$10 million will be allocated from the initial Parkway financing proceeds for open space and conservation easement acquisition. The Parties and the Authority also agree that the Authority shall pay an additional \$10 million for open space from Authority revenues to the Parties on or before December 31, 2008. Said additional \$10 million shall be expended by the Parties for acquisitions of permanent open space located within the Plan Area of this Agreement and shall be allocated as follows: Louisville, Broomfield and Boulder County shall each receive \$3 million and Lafayette shall receive \$1 million. For purposes of this section 4.3, permanent open space may include either conservation easements and/or fee simple ownership. If the said additional \$10 million is paid over several years, each payment shall be divided amongst the four Parties pro rata in accordance with the ration of total payments each is entitled to under this section 4.3. Said additional \$10 million for open space may be used for the purchase of any City Preservation Area or Rural Preservation Area property for permanent open space and/or reimbursement of expenditures of the Parties for previously acquired permanent open space properties within the Plan Area for which no previous reimbursement pursuant to other provisions of this Agreement has been received. The Parties agree, upon acquisition of each permanent open space property, to forthwith provide an undivided interest in a perpetual conservation easement to each of the other Parties covering the entirety of such property ensuring the perpetual use of the property as open space.

An illustrative allocation of the initial Parkway financing proceeds and other Authority revenues is as follows - actual totals may vary depending upon financing and Parkway design:

Total bond issue	\$255M
Initial open space and conservation easement allocation	\$ 10M*
Roads allocation	\$ 36M (see table below - amounts to be paid from initial Parkway financing proceeds and from other Authority revenues as stated in table)

* Paid solely from initial Parkway financing proceeds. To be provided equally to Broomfield and Louisville for perpetual conservation easement or fee title land purchases for five years after the Parkway financing proceeds are made available and after which, the Parties will agree on the allocation of remaining funds. If Broomfield and Louisville expend funds for permanent conservation easements or fee title land purchases in advance of Parkway financing proceeds being available, Broomfield and Louisville are entitled to be reimbursed equally when such proceeds are available. To the extent these acquisitions are totally funded by bond proceeds, title to the properties so acquired shall vest in the Authority or other entity that issued the bonds, with an undivided interest in a conservation easement ensuring preservation of such properties as open space granted to or reserved by each of the Parties.

Road Priority for Minimum \$36M Listed Above**	
1	Dillon Road - \$12 million in improvements, at least \$11 million of which must come from initial bond proceeds.
2	South 96th Street - \$12 million in improvements, up to \$2 million of which must come from initial bond proceeds to reimburse Louisville for preliminary 96th Street improvement work. The Authority shall complete the 96th Street improvements or shall, if requested by Louisville, pay such funds to Louisville for Louisville to complete the 96th Street improvements, and the funds shall be used only for such improvements. If the Authority completes the 96th Street improvements, Louisville shall have the right to audit the total expenditure of the \$12 million in improvements, and the Authority will begin 96th Street construction on the same date as the Notice to Proceed is issued for the Design/Build Contract for the Northwest Parkway. The Authority must make every effort to complete 96th Street prior to the time the Northwest Parkway opens for toll collection. However, if the 96th Street construction is delayed due to any environmental approval process, or any local, state, or federal regulatory approval process,

	or any right-of-way acquisition delay, the Northwest Parkway will not be delayed from opening for either free, or tolled traffic. In the event of such a construction delay, the Authority shall proceed as expeditiously as possible to complete the 96 th Street improvements. Louisville and the Authority shall enter into future agreements as necessary to implement this item #2.
3	West Midway Boulevard - \$12 million in improvements from future Authority net revenues.

** Any remaining funds after projects are completed will be applied to implementation of the Northwest Parkway.

No Party which is a member of any public highway authority established to create the roadway referred to herein as the Northwest Parkway shall permit its representative(s) on the Board of Directors of said authority to authorize a bond issue to finance Northwest Parkway right-of-way acquisition or construction costs by such authority without inclusion of the \$20 million for perpetual conservation easements and fee title land acquisition or without inclusion of the \$36 million for road improvements as provided in this section. Further, the consents set forth under subsection 4.1.7. of this Agreement are expressly conditioned upon the requirements that the governing body(ies) of the entity(ies) created to construct the Northwest Parkway will include in and make available from the Northwest Parkway financing proceeds the \$10 million for perpetual conservation easement and fee title land acquisitions, the \$10 million for additional open space from future net revenues, and the \$36 million for road improvements as provided in this section, and that such entity(ies) will exercise its powers and construct the Northwest Parkway in accordance with this Agreement. No consent set forth under subsection 4.1.7. shall benefit such entity(ies) until the governing body(ies) of the entity(ies) has executed a consent stating it agrees to be bound by these requirements, which consent shall be delivered to, run in favor of, and enforceable by the Parties hereto.

Conservation easements and lands purchased in fee shall be held for the purposes set forth in §5.4 of the Plan, to preclude additional development, except as specified in this Agreement, on such lands in perpetuity as community buffers and to preclude additional traffic generation on the Parkway.

3. Exhibit A of the Agreement is hereby amended by deleting the Exhibit A map dated February 9, 1999 and replacing it with a new Exhibit A map dated April 10, 2000, attached hereto.

4. The Agreement is hereby amended by adding as Exhibit B, a map that identifies proposed permanent drainage easements and temporary construction easements, attached hereto.
5. The Authority enters into this Amendment in order to undertake the obligations and obtain the benefits under sections 4.1 and 4.3 of the Agreement as amended by this Amendment. The obligations of the Authority under the Agreement, as amended by this Amendment shall be enforceable notwithstanding the fact that the Authority was not a party to the Agreement.
6. This Amendment shall not take effect unless and until executed by all Parties and the Authority.
7. In addition to all remedies available for enforcement of this Amendment as set forth in section 9 of the Agreement, the provisions of this Amendment and the Agreement may be enforced by mandamus. In particular, the obligations for the appropriation and payment of monies under this Amendment and the Agreement may be enforced by mandamus in addition to all other remedies set forth in section 9.
8. The other terms and conditions of the Agreement shall remain in force and effect.
9. A separate copy of this Amendment may be signed by each Party, separately, and when each Party has executed at least one copy hereof, such copies taken together shall be deemed to be a full and complete instrument and a single document.

IN WITNESS WHEREOF, the Parties and the Authority have executed this Amendment to be effective as of the date first set forth above.

CITY OF BROOMFIELD

By: Bill Berens
Bill Berens, Mayor

JANUARY 9, 2001
Date

ATTEST:

Vicki Maus
City Clerk

APPROVED AS TO FORM:

Roy Howard
Roy Howard, City Attorney

CITY OF LAFAYETTE

By: _____
Sue Klempan, Mayor

Date

ATTEST:

Patricia Athenour, City Clerk

APPROVED AS TO FORM:

Patricia C. Tisdale, City Attorney

CITY OF LOUISVILLE

By: _____
Tom Davidson, Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

Samuel J. Light, City Attorney

IN WITNESS WHEREOF, the Parties and the Authority have executed this Amendment to be effective as of the date first set forth above.

CITY OF BROOMFIELD

By: _____
Bill Berens, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

Roy Howard, City Attorney

CITY OF LAFAYETTE

By: Sue Klempan
Sue Klempan, Mayor

1-31-2001
Date

ATTEST:

APPROVED AS TO FORM:

Patricia Athenour
Patricia Athenour, City Clerk

Patricia C. Tisdale
Patricia C. Tisdale, City Attorney

CITY OF LOUISVILLE

By: _____
Tom Davidson, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

Samuel J. Light, City Attorney

IN WITNESS WHEREOF, the Parties and the Authority have executed this Amendment to be effective as of the date first set forth above.

CITY OF BROOMFIELD

By: _____
Bill Berens, Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

Roy Howard, City Attorney

CITY OF LAFAYETTE

By: _____
Sue Klempan, Mayor

Date

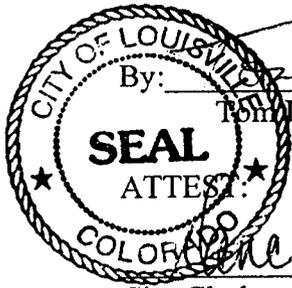
ATTEST:

Patricia Athenour, City Clerk

APPROVED AS TO FORM:

Patricia C. Tisdale, City Attorney

CITY OF LOUISVILLE

The seal is circular with a rope-like border. Inside the border, the words "CITY OF LOUISVILLE" are written at the top and "COLORADO" at the bottom. In the center, the word "SEAL" is prominently displayed above "ATTEST:". Two stars are positioned on either side of the word "ATTEST:".
By: _____
Tom Davidson, Mayor

City Clerk

February 2, 2001

Date

APPROVED AS TO FORM:

Samuel J. Light, City Attorney

COUNTY OF BOULDER

BY: BOARD OF COUNTY COMMISSIONERS

By: Jana L. Mendez
Jana L. Mendez, Chair

02/06/2001
Date

Paul D. Danish
Paul D. Danish, Vice Chair

02/06/2001
Date

Ronald K. Stewart
Ronald K. Stewart, Commissioner

02/06/2001
Date

ATTEST:

Aileen M. Ashcraft
Clerk to the Board

APPROVED AS TO FORM:

H. Lawrence Hoyt
H. Lawrence Hoyt, County Attorney

The NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY (the "Authority") hereby approves and consents to the obligations of the Authority as provided in the Agreement and the Amendment.

NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

By: _____
Steve Hogan, Executive Director

Date

APPROVED AS TO FORM:

T. Edward Icenogle, Counsel

COUNTY OF BOULDER
BY: BOARD OF COUNTY COMMISSIONERS

By: _____
Jana L. Mendez, Chair

Date

Paul D. Danish, Vice Chair

Date

Ronald K. Stewart, Commissioner

Date

ATTEST:

APPROVED AS TO FORM:

Clerk to the Board

H. Lawrence Hoyt, County Attorney

The NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY (the "Authority") hereby approves and consents to the obligations of the Authority as provided in the Agreement and the Amendment.

NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

By: Steve Hogan
Steve Hogan, Executive Director

January 26, 2001
Date

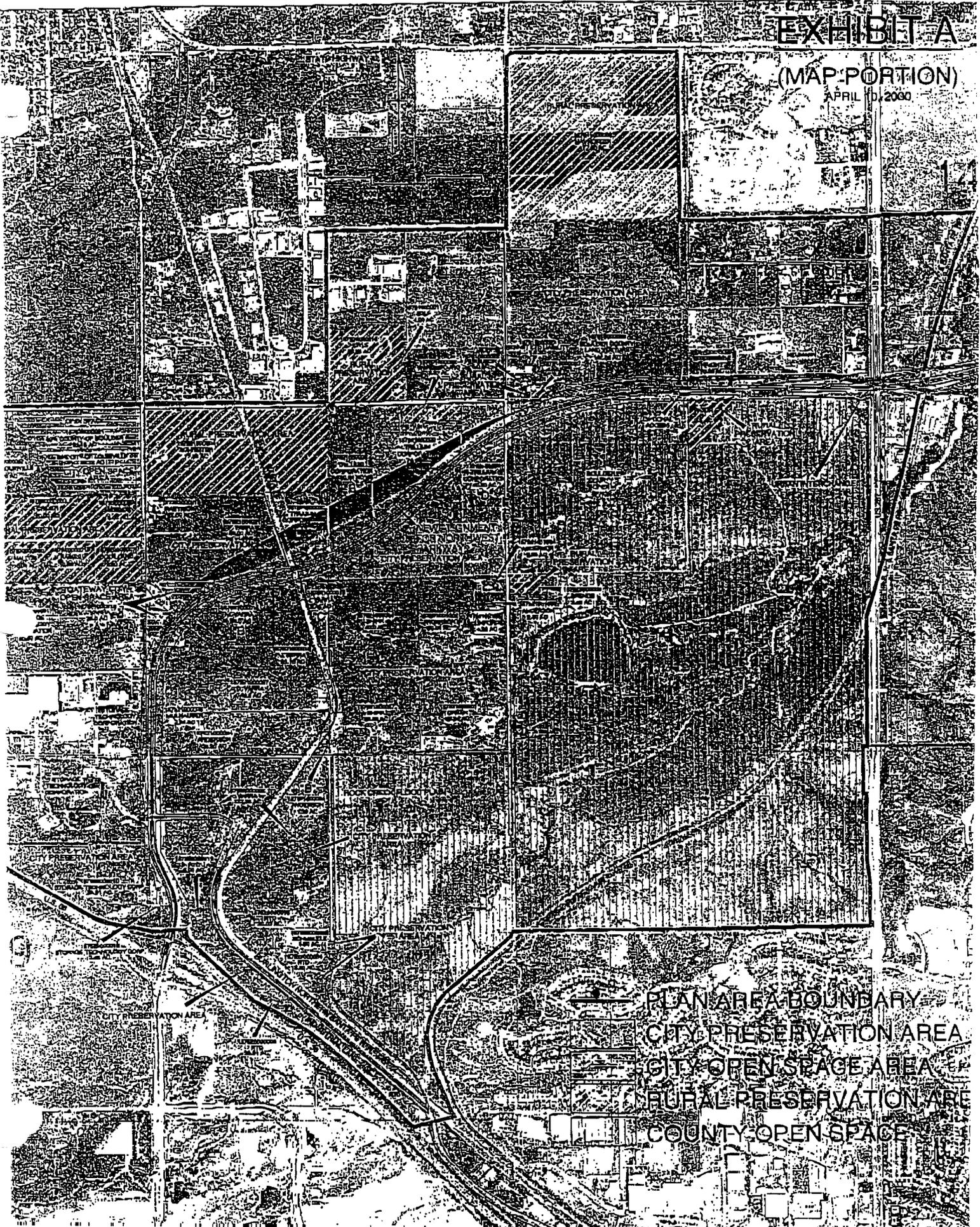
APPROVED AS TO FORM:

T. Edward Icenogle
T. Edward Icenogle, Counsel

EXHIBIT A

(MAP PORTION)

APRIL 10, 2000



- PLAN AREA BOUNDARY
- CITY PRESERVATION AREA
- CITY OPEN SPACE AREA
- RURAL PRESERVATION AREA
- COUNTY OPEN SPACE

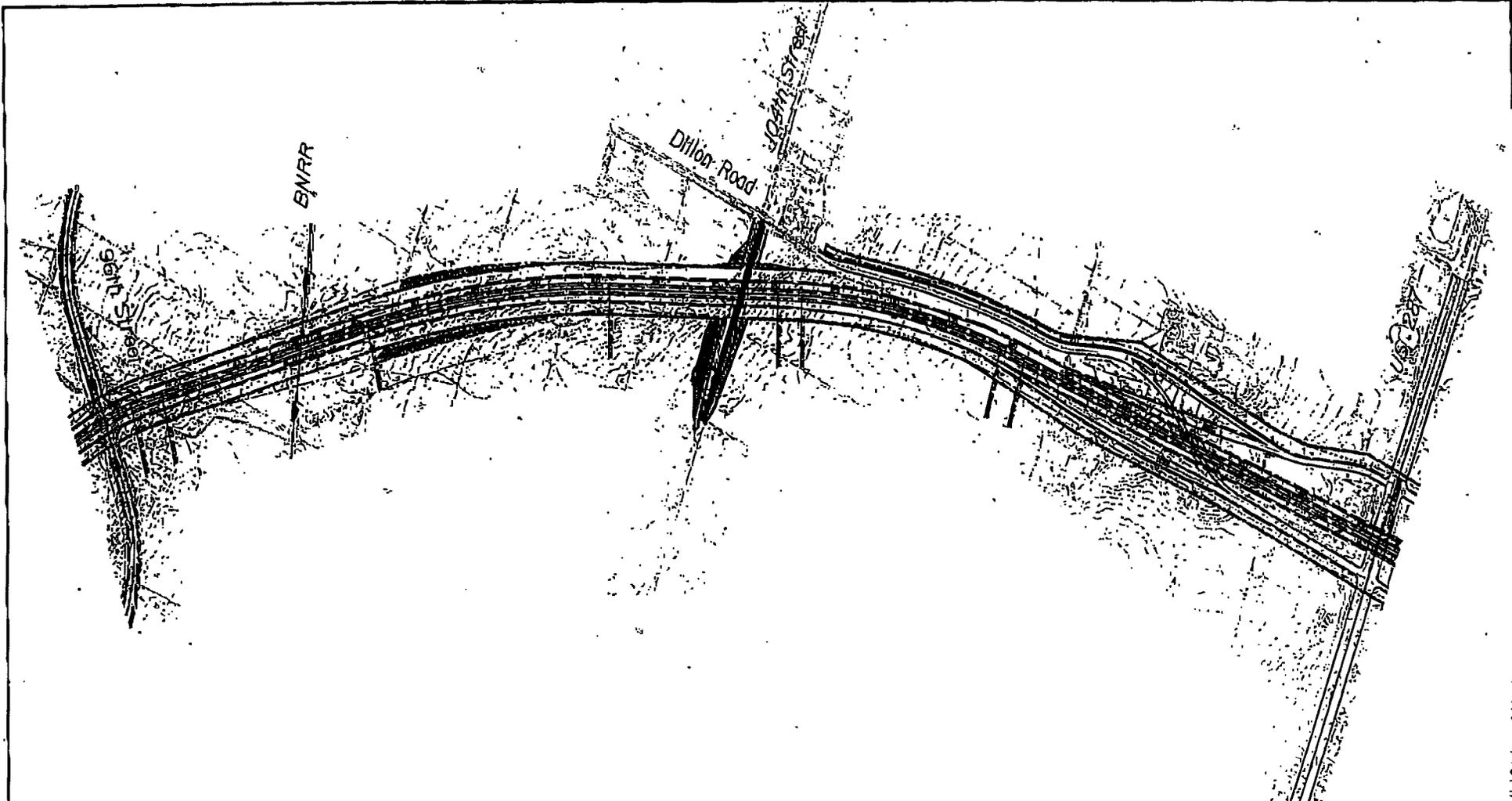
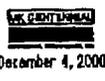


Exhibit B

 Proposed drainage
and construction easements

	<p>NORTHWEST PARKWAY 96th STREET TO US 287 SCALE: N.T.S.</p>	
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