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SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
Superior Area - Comprehensive Development Plan
Mayhoffer Property

This Agreement is made to be effective the 13th day of March, 2000, by and between the Town of Superior, a Colorado statutory town ("Superior"); and the County of Boulder, a body politic and corporate of the State of Colorado ("Boulder County"); as the Second Amendment to the Intergovernmental Agreement between the Parties dated May 8, 1997, and amended by the First Amendment thereto dated March 31, 2000 (the "IGA"), (collectively the "Parties").

WITNESSETH:

WHEREAS, Section 29-20-101, et seq., C.R.S. as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land; and

WHEREAS, Superior and Boulder County desire to amend the IGA to provide for the development of the property and dedication of a portion thereof for open space purposes; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; Section 31-12-101, et seq.; parts 2 and 3 of article 23 of title 31; C.R.S., as amended; and

WHEREAS, Section 29-1-201, et seq., C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the state of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Articles XIV, Section 18(2); and

WHEREAS, Superior and Boulder County entered into the IGA governing uses of properties around Superior and this amendment will remove a portion of Parcel Area No. 3 from Superior's Influence Area and forever dedicate it for open space purposes. Superior is willing to make such change of designation but desires to insure that none of the parties change designations existing in the IGA without the consent of all Parties; and

~~WHEREAS, Boulder County and the City of Boulder intend to jointly purchase Parcel C, defined herein, and the City of Boulder~~

WHEREAS, Boulder County and the City of Boulder intend to jointly purchase Parcel C, defined herein, and the City of Boulder has agreed in a letter to the Town to assume the obligations of Boulder County specified herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. MAYHOFFER PROPERTY DEVELOPMENT. Persons with an interest in the property designated as Parcel Area No. 3 in the IGA (the "Mayhoffer Property") have submitted a proposal to develop a portion thereof and to designate the majority thereof as Rural Preservation Area as defined in the IGA. The portion to be developed includes approximately 12 acres in the area designated as Parcel A on the attached **Exhibit A**, approximately 38 acres in the area designated as Parcel B on the attached **Exhibit A**, and the remaining approximately 125 acres designated as Parcel C on the attached **Exhibit A** to be designated as Rural Preservation Area as defined in the IGA and acquired by the City of Boulder and Boulder County for open space purposes. Parcels A and B shall be created by a plat and developed in accordance with the requirements and under the jurisdiction of the Town of Superior.

2. RIGHT-OF-WAY FOR ROADWAY. The Town has determined that an additional roadway between the southern portion of 76th Street within the Town and McCaslin Boulevard may be required to serve the best interests of the residents of Superior. The parties agree that the location of the right-of-way for such roadway shall be within Parcel C which property shall be dedicated to the Town by the property owner. The right-of-way may not be located on Parcel C except within the area depicted on **Exhibit A** as the right-of-way. The right-of-way shall be limited to the width reasonably necessary for two through lanes, bicycle lanes, turn lanes, sidewalks, and buffering from adjacent uses.

3. UTILITY EASEMENT. Upon request by Superior, Boulder County shall grant a utility easement of a maximum width of 20 feet for a 12" water line from the Superior pump station on McCaslin westerly to the Marshall Reservoir. The alignment of the waterline shall be as agreed upon by the Parties for the purpose of conveying water from Marshall Reservoir to the Town's water treatment facility. The utility easement shall include access reasonably necessary to maintain, operate, repair or reconstruct the water line and a temporary construction easement for the initial installation of the water line.

4. USES ON OPEN SPACE PROPERTY. The uses that shall be allowed on Parcel C, include but are not limited to public trails and access thereto. Boulder County agrees to consult with Superior in the planning of trails for Parcel C, with construction

anticipated to be completed within three years after the date of this Amendment and costs to be shared one third by Superior and two thirds by Boulder County.

5. PRAIRIE DOG RELOCATION. Boulder County will cooperate in the relocation from Parcels A and B of as many prairie dogs as can reasonably be accommodated on Parcel C.

6. WATER RIGHTS. The Parties agree that the water rights associated with the Property shall remain for agricultural purposes and for minimum stream flow in Coal Creek. Within ten years after the date of this Amendment, Superior may purchase for \$5,000 per acre foot, 25% of the Hake Ditch water rights only for such agricultural and minimum stream flow purposes. Superior may not convert such rights for municipal purposes.

7. AMENDMENTS. This Agreement (constituting the Second Amendment to the IGA) contains the entire agreement between the Parties with respect to the terms hereof. Any proposed amendment to this Agreement shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law.

8. ENFORCEMENT. Any one or more of the Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

9. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Boulder.

10. TERM AND EFFECTIVE DATE. This Agreement shall become effective upon signature of an authorized representative of the governing bodies of the Parties. Except as provided herein, this Agreement shall remain in effect for a period of three (3) years from the effective date, unless terminated prior thereto by agreement of the Parties. Provided, however, in the event the transactions described in Section 1 occur, Sections 3, 4, and 6 shall survive termination of this Agreement.

11. PARTY REPRESENTATIVES. Referrals made under the terms of this Agreement shall be sent to the Parties' representatives as follows:

ENTITY:
County of Boulder
P. O. Box 471
Boulder CO 80306

REPRESENTATIVE:
Director, Land Use Department

Town of Superior
124 East Coal Creek Drive
Superior, CO 80027

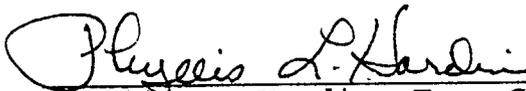
Town Manager

Name and address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

THIS AGREEMENT is made and entered into to be effective on the date set forth above.

TOWN OF SUPERIOR, COLORADO

ATTEST:



Phyllis L. Hardin, Town Clerk



Susan K. Spence, Mayor

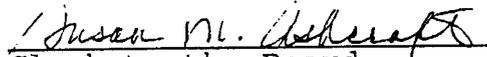
APPROVED AS TO FORM:



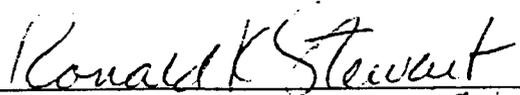
Kathleen E. Haddock, Town Attorney

COUNTY OF BOULDER
BOARD OF COUNTY COMMISSIONERS

ATTEST:



Susan M. Ashcraft
Clerk to the Board



Ronald K. Stewart, Chair

APPROVED AS TO FORM:



H. Lawrence Hoyt, County Attorney

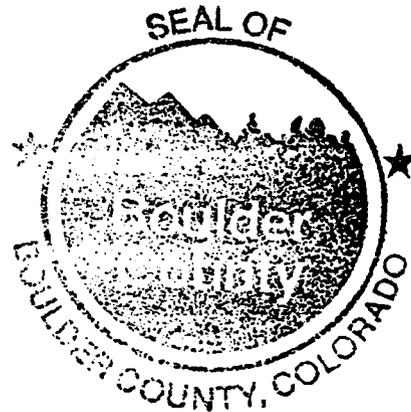


EXHIBIT A

