

**SECOND AMENDMENT
TO
AGREEMENT FOR REIMBURSEMENT OF COSTS**

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into effective this ____ day of _____, 20____, by and between Eagle Creek Metropolitan District, a political subdivision and quasi-municipal corporation of the State of Colorado ("District"), and the City of Commerce City, Colorado, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado ("City").

RECITALS

WHEREAS, the District was organized in 1996, pursuant to a Service Plan approved by Commerce City, to provide, *inter alia*, streets, landscaping, storm drainage, safety protection, park and recreation improvements and facilities, and water and sanitation services on a limited basis, for the benefit of taxpayers and service users within and outside its boundaries; and

WHEREAS, the District and the City entered into an Agreement for the reimbursement of costs incurred for extension of water and wastewater service lines to Eagle Creek Subdivision, dated effective September 22, 1997 (the "Agreement"); and

WHEREAS, the District and the City entered into a First Amendment to the Agreement dated November 21, 2005, to modify the terms of reimbursement as a result of drought conditions and the onset of the downturn in the economy, and to expand the scope of the funding obligation ("First Amendment"); and

WHEREAS, pursuant to the First Amendment, the District's final payment obligation was modified from December 31, 2012 to December 31, 2018; and

WHEREAS, the economic downturn addressed by the First Amendment in 2005 persisted for a substantially longer time frame than anticipated, causing further developmental delays and decrease in property valuations, which impacted the District's available funds for its operations, debt and other financial obligations; and

WHEREAS, the District and the City desire to enter into this Second Amendment to provide for another deferral in payment of the District's obligations due under the First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, the District and the City agree as follows:

1. Final Obligation Payment Date. The final payment obligation date set forth in paragraphs 1 and 4 of the Agreement shall be modified from December 31, 2018, to December 31, 2021.

2. Modification of Agreement. The City and the District agree that the Agreement and First Amendment is being amended and modified in accordance with the provisions of paragraph 13 of the Agreement.

3. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement and First Amendment shall remain in full force and effect.

4. Counterpart Execution. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first above written.

DISTRICT:
EAGLE CREEK METROPOLITAN DISTRICT

By: _____
James W. Harmon, Chairman

Date: _____

Attest:

CITY:
CITY OF COMMERCE CITY

By: _____
Mayor

Date: _____

Attest:

City Clerk