

**INTERGOVERNMENTAL AGREEMENT
REGARDING THE TRANSFER OF CASTLE PINES PARKS AUTHORITY ASSETS
TO THE CITY OF CASTLE PINES; THE TERMINATION OF THE ESTABLISHING
CONTRACT FOR CASTLE PINES PARKS AUTHORITY, AS AMENDED; AND FOR
THE DISSOLUTION OF THE CASTLE PINES PARKS AUTHORITY**

This **INTERGOVERNMENTAL AGREEMENT REGARDING THE TRANSFER OF CASTLE PINES PARKS AUTHORITY ASSETS TO THE CITY OF CASTLE PINES; THE TERMINATION OF THE ESTABLISHING CONTRACT FOR CASTLE PINES PARKS AUTHORITY, AS AMENDED; AND FOR THE DISSOLUTION OF THE CASTLE PINES PARKS AUTHORITY** (the "Agreement") is entered into by and between the **CITY OF CASTLE PINES**, a municipal corporation of the state of Colorado (the "City") and the **CASTLE PINES NORTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the state of Colorado ("District"). The City and the District may be individually referred to herein as a "Party" or "Member" of the Castle Pines Parks Authority and collectively referred to herein as the "Parties" or "Members".

WHEREAS, the City and the District are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. § 29-1-201, et seq., to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government entity; and

WHEREAS, the Castle Pines Parks Authority ("Parks Authority") was formed pursuant to Article 1, Part 2 of Title 29 of the Colorado Revised Statutes for the purpose of developing and implementing a parks plan for Castle Pines North and a finance plan for the acquisition, development and maintenance of such parks, as set forth in that certain Establishing Contract for Castle Pines Parks Authority dated March 28, 2000 and as amended on April 24, 2008 ("Establishing Contract"); and

WHEREAS, the Members of the Parks Authority, in consensus with the majority of the Board of Directors of the Parks Authority, desire to transfer to the City and the City desires to receive from the Parks Authority the entirety of its General Assets to the City in furtherance of the established purposes of the Parks Authority, with the exception of maintenance of existing amenities, and as specifically agreed to as set forth in Article 1 below; and

WHEREAS, the Members of the Parks Authority, in consensus with the majority of the Board of Directors of the Parks Authority, desire to terminate the Establishing Contract, terminate all funding agreements and arrangements for the Parks Authority, and dissolve the Parks Authority; and

WHEREAS, the City and the District anticipate the City becoming the city-wide service provider in the area of parks and recreation, involving acquisition, development, and maintenance of parks, recreation, and open space throughout the city, and maintenance of existing and future amenities via existing or future mill levy subject to TABOR; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the manner in which the General Assets shall be conveyed to and used by the City, whereupon the Parks Authority shall be dissolved.

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

**ARTICLE 1
CONVEYANCE AND PERMITTED USE OF GENERAL ASSETS**

A. Transfer of General Assets by the Parks Authority to the City. Within five (5) business days of the Effective Date of this Agreement, as defined herein, the Parks Authority shall transfer all of its General Assets (as defined in the Establishing Contract, a copy of which is attached hereto as Exhibit A and incorporated herein for reference only), consisting of the balance of its funds, being Seven Hundred Nineteen Thousand Eight Hundred DOLLARS (\$719,800), from which final professional fees shall be deducted, and whether held in one or more accounts, to the City.

B. Accounting of General Assets. Upon receipt, the City shall deposit the General Assets into the City's Parks and Recreation Fund No. 20-39-120. The City shall separately account for the General Assets and shall track all individual expenditures of the General Assets to ensure that such funds are used in accordance with the purposes set forth in this Agreement.

C. Use of Assets. The City shall use the General Assets in accordance with the purposes for which the Parks Authority was established as provided in the Establishing Contract, and for the amenities located as indicated below:

- 1) The following projects shall be afforded priority and a good faith effort shall made to use the General Assets as follows:
 - a) Outdoor multi-use courts for tennis, pickleball and/or basketball in Elk Ridge Park or premises referred to as Castle View Park;
 - b) Community recreational purposes as contemplated in the City of Castle Pines Parks and Recreation Comprehensive Plan 2017; and
 - c) Trails, including site furniture and trash stations, excluding the Castle Valley, Town Center and Canyons Planned Development Areas.
- 2) The owner of property where any new amenity is placed by use of the General Assets will bear the cost of future maintenance of the amenity, unless otherwise agreed with such owner and the City.

D. Conveyance of Parks Authority Records. Within five business days of the Effective Date of this Agreement, the Parks Authority shall convey to the City all records of the Authority including those pertaining to its General Assets.

ARTICLE 2
TERMINATION OF PARKS AUTHORITY ESTABLISHING CONTACT
AND
DISSOLUTION OF PARKS AUTHORITY

Upon the City's receipt of the General Assets, the Establishing Contract and all funding agreements and arrangements for the Parks Authority shall terminate, and the Parks Authority shall effectively be dissolved. Written notice of the dissolution shall be given to the Division of Local Government.

ARTICLE 3
MISCELLANEOUS PROVISIONS

A. Effective Date. This Agreement shall become effective on the date on which it is executed by all Parties ("Effective Date").

B. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by the Parties.

C. Time. Time is of the essence in the performance of this Agreement.

D. Enforcement of Contract. The Parties acknowledge and agree that this Agreement may be enforced in law or in equity by a decree of specific performance, damages, or such other legal and equitable relief as may be available to either Party.

E. Notices. Any notice pursuant to the terms and conditions of this Agreement shall be in writing and delivered personally, or sent by certified mail, return receipt requested, or sent by a recognized overnight mail or courier services, with delivery receipt requested, to the addresses set forth:

To the City:

City of Castle Pines Attn: City Manager
360 Village Square Lane, Suite B
Castle Pines, CO 80108

With a copy to:

Linda C. Michow
City Attorney – City of Castle Pines
Michow Cox & McAskin LLP

6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111

To the District:

Castle Pines North Metropolitan District
Castle Pines North Community Center
7404 Yorkshire Drive
Castle Rock, CO 80108

With a copy to
Kim Seter
CPNMD Attorney
Seter & Vander Wall
7400 E Orchard Rd #3300
Greenwood Village, CO 80111

Notices shall be effective when received by the Party to whom addressed.

F. Governing Law/Venue. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Colorado. Any suit or proceeding arising from or relating in any way to the subject matter of this Agreement shall be brought only in the District Court for and in Douglas County, Colorado.

G. Binding Agreement. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties hereto.

H. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior oral and written proposals, negotiations, representations, promises, agreements, warranties or understandings concerning such subject matter.

I. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24- 10-101, *et seq.*, C.R.S., as the same may be amended from time to time.

J. Authority to Enter into Agreement. Each Party hereby confirms it is lawfully authorized to enter into this Agreement and has taken all steps necessary to authorize the execution of the Agreement by the respective signatories below.

K. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which will be legal, valid and enforceable.

L. Headings. The headings and captions contained in this Agreement are inserted for the convenience of reference only. They are not to be deemed a part of this Agreement, nor are they to be used in the construction of this Agreement.

M. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

N. No Third-Party Beneficiaries: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, consultant or contractor of a Party. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as provided below.

CITY:

CITY OF CASTLE PINES,
a Colorado municipal corporation

DocuSigned by:
Tera Stave Radloff
By: _____
850C8E9270DC479
Tera Stave Radloff, Mayor

Date executed: 6/17/2019

Approved as to Form:

DocuSigned by:
Linda C. Michow
By: _____
5244DE9088FF444...
Linda Michow, City Attorney

ATTEST:

DocuSigned by:
Tobi Basile
By: _____
AD03A3062032400...
Tobi Basile, City Clerk

DISTRICT:

CASTLE PINES NORTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado

By: _____
Kim Seter
President

Date executed: June 17, 2019

Approved as to Form:

By: _____
Kim Seter
Kim Seter, Castle Pines North Metropolitan District Attorney #14294

ESTABLISHING CONTRACT

FOR

CASTLE PINES PARKS AUTHORITY

WHEREAS, the quality of life of present and future residents of Douglas County and particularly the residents of Castle Pines North planned development depends in large part on the availability of active parks and recreation opportunities in Castle Pines North; and

WHEREAS, there exists a serious deficit in the Castle Pines North planned development, that deficit being the almost complete lack of active parks serving the development's projected 3000 homes; and

WHEREAS, the Castle Pines North Metropolitan District ("District") has been working with the Board of County Commissioners of the County of Douglas ("County"), developers and builders, the Castle Pines North Association, Inc. ("Master HOA") and several interested residents to develop a parks plan for Castle Pines North; and

WHEREAS, due to the District's fiscal challenges and need to primarily focus on bond refinancing, debt control and lowering the mill levy, the District and other entities associated with Castle Pines North believe that the formation of a separate parks authority having as its primary purpose the development and implementation of a parks plan, is necessary and appropriate to rectify the parks problem in Castle Pines North; and

WHEREAS, a parks authority would be a single purpose entity composed of entities or members able to directly and creatively attack and solve the problems in Castle Pines North by using more diverse funding sources, greater powers granted by statute and varied resources; and

WHEREAS, the undersigned two entities, the County and the District desire to form a parks authority for the purpose of developing a parks plan for Castle Pines North and to develop a financing plan for acquisition, development and maintenance of parks in Castle Pines North. It is anticipated that the Authority will contract with the Master HOA, and The Castle Pines North Foundation, a Colorado non-profit corporation ("Foundation") to be associate members of the Authority; and

WHEREAS, by creating a parks authority, the District is in compliance with its service plan whereby the District may in its discretion construct certain recreation facilities when it determines that growth and financial ability so dictate; and

WHEREAS, the undersigned, desiring to create the Castle Pines Parks Authority, a body corporate and politic and a separate governmental entity of the State of Colorado, pursuant to Section 29-1-203(4), C.R.S., by this Establishing Contract (the "Contract"), by and among the parties that execute and deliver this Contract (the "Members"), hereby agree:

specifically undertaken by such Member pursuant to applicable law, and is within such Member's voted debt authorization.

(f) To buy, lease, construct, appropriate, contract for, invest in, and otherwise acquire, and to own, hold, maintain, equip, operate, manage, improve, develop, and deal in and with, and to sell, lease, exchange, transfer, convey, and otherwise dispose of, and to mortgage, pledge, hypothecate and otherwise encumber real and personal property of every kind, tangible and intangible, utilized for the purposes of the Authority.

(g) To contract with other persons or entities, such as the Master HOA and the Foundation to accomplish the purposes for which the Authority was formed.

(h) To construct and maintain works and establish and maintain facilities across or along any public street or highway, provided the Authority shall promptly restore any such street or highway to its former state of usefulness. In the use of streets or highways, the Authority shall be subject to the rules and regulations of the state, county, city, town or special district where such highways or streets lie.

(i) To fix, maintain and revise fees, rents, security deposits, penalties and charges for functions, services, or park and recreational facilities provided by the Authority.

(j) To adopt, by resolution, reasonable regulations for the public welfare and pertaining to the Authority's facilities and services, including, without limitation, the use and protection of such park and recreation facilities and services.

(k) To sue and be sued in the name of the Authority.

(l) To have and use a corporate seal.

(m) To coordinate with, between, and among participating counties, cities, towns, entities, and/or special districts in order to avoid conflict, inconsistency or duplications of facilities and services.

(n) To exercise those powers authorized to a separate legal entity created pursuant to Section 29-1-203(4), C.R.S., and according to the legally authorized powers of a Colorado county and special district organized pursuant to Title 32, C.R.S.

2. No Power of Taxation. The Authority shall have no power to levy *ad valorem*, sales or use taxes, or other taxes, nor to impose fees in the nature of assessments on any of its Members.

3. No Power of Eminent Domain. The Authority shall have no power of eminent domain.

ARTICLE I

The name of the entity hereby established shall be the Castle Pines Parks Authority (the "Authority").

ARTICLE II

Purposes, Powers, and Functions

1. Purposes, Powers and Functions. The purpose of the Authority is to develop and implement a parks plan for Castle Pines North, to develop a financing plan for such parks' acquisition, development and maintenance, and thereafter accomplish such plans. In order to accomplish this purpose, the general powers of the Authority are, to the extent permitted by law and statute, as follows:

- (a) Subject to the limitations stated herein, to enter into, make and perform contracts of every kind with the Members, the United States, any state or political subdivision thereof, or any city, town, municipality, county, and special district formed pursuant to Title 32, C.R.S., or any successor thereof, or any individual, firm, association, partnership, corporation, limited liability company or any other organization of any kind with the capacity to contract for any of the purposes contemplated under this Contract.
- (b) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property utilized for the authorized purposes of the Authority, including any real and personal property used for the purpose of financing developing, owning, operating and maintaining parks and parks facilities within the District's boundaries in Castle Pines North.
- (c) To conduct its business and affairs for the benefit of the Members and their inhabitants and others, in the discretion of the Board of Directors.
- (d) To employ agents and employees.
- (e) To incur debts, liabilities, or obligations to the extent and in the manner permitted by law and as provided herein, and to borrow money and, from time to time, to make, accept, endorse, execute, issue and deliver bonds, notes certificates of participation in lease-purchase agreements, and other obligations of the Authority for monies borrowed or in payment for property acquired, or for any of the other authorized purposes of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon, assignment of, or agreement in regard to, all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority. The bonds, notes contracts, certificates of participation in lease-purchase agreements and any other obligations of the Authority shall not be the debts, liabilities or obligations of the Members. Notwithstanding the foregoing, no Member shall be subject to any debt incurred by the Authority unless such debt has been

ARTICLE III

Members, Board of Directors and Powers

1. Members. Membership in the Authority shall be initially limited to the District and the County, and only governmental entities may be considered as members of the Authority. Additional governmental entities shall be allowed to execute an addendum to this Contract, join the Authority, and become Members only upon approval by two-thirds of the then existing Members. Such addendum shall contain reasonable terms and conditions requiring such party to reimburse the then existing Members for a reasonable share of all expenses previously incurred and expended by such Members and assuming a fair and equitable share of the outstanding liabilities of the Authority, and shall require the payment of such other sums to the Authority as may be provided in the addendum. The addendum shall specify the rights, powers, duties and obligations of any new Member, including whether the new Member is entitled to appoint a director to serve on the Board.

2. Board of Directors. All legislative power, as hereinafter defined, of the Authority shall be vested in a five (5) member Board of Directors ("Board") consisting of one Director appointed by each Member, one Director appointed by the Master HOA and one Director appointed by the Foundation. The fifth Director shall be an at large resident of Castle Pines North service area selected by a majority of the Directors. A person who serves on the governing body of a Member may also serve as a Director, but, a Director need not serve on the governing board of the Member. Each Member may select one or more alternates who may act as a Director in the absence or unavailability of the person selected by that Member as a Director. When acting as a Director, the alternate shall be deemed to be a Director for all purposes under the Contract. Except for the term of the at large Director, which term shall be for three (3) years, Directors terms shall be indefinite.

3. Removal of Directors. Directors may be removed as follows:

- a) A Director may be removed by the member that appointed that Director.
- b) The Master HOA and the Foundation may remove the Director it appointed.
- c) The at large Director may be removed by a majority of the remaining Directors

4. Vacancy. A vacancy occurring on the Board, whether such vacancy be the result of resignation, removal, or for any other reason shall be filled by the selection of a successor Director in the same manner as is provided in paragraph 2 of this Article.

5. Compensation. Directors shall not receive compensation from the Authority for their services. The Board may provide for reimbursement of a Director for reasonable and necessary expenses incurred on behalf of, and authorized by, the Authority to the extent permitted by law.

6. Meetings. Regular meetings of the Board shall be held at such place, on such day, and at such hour as the Board shall, by resolution, from time to time establish. Special meetings may be held at any time and at any place within the state of Colorado upon seventy-two hours written notice delivered to the home or place of employment of each Director, unless such notice be waived in writing by a Director not at such meeting. The President or Vice President may, and on the written request of three Directors shall, call a special meeting of the Board. Meetings of the Board shall be conducted in accordance with the provisions of the Open Meetings Law, §§24-6-401 *et seq.*, 10A C.R.S. (1991 Supp.) as amended.

7. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business; but if less than a majority of the Directors is present at a meeting, a majority of the Directors present, or if none are present, the Secretary or another officer, may adjourn the meeting to a different time and place, and in such case the Secretary shall notify absent Directors of the time and place of such adjourned meeting.

8. Powers and Duties. The powers and duties of the Board ("Legislative Power"), which shall be exercised by approval of a majority of the Directors unless otherwise specified, shall be:

- (a) To govern the business and affairs of the Authority and to establish the policies of the Authority.
- (b) To exercise all power of the Authority, including but not limited to:
 - (i) electing a President, Vice President, Secretary and Treasurer;
 - (ii) adopting an operating budget by majority approval of all Directors; and,
 - (iii) proposing contributions from each Member to finance the operations of the Authority, which contributions shall not be mandatory.
- (c) To comply with the provisions of Parts 1, 5 and 6, Article 1, Title 29, C.R.S., as amended.
- (d) To keep minutes of its proceedings.
- (e) To establish By-Laws of the Board and adopt, by resolution, regulations respecting the exercise of the Authority's powers and purposes.
- (f) To authorize the employment of such employees, agents, consultants, and contractors, as in the discretion of the Board may be necessary, subject to the limitations of any adopted budget.
- (g) In general, to exercise all powers which are now conferred by law or are essential to the provision of the Authority's functions, services and facilities, subject to such limitations which are or may be prescribed by law.

9. **Voting.** Except as otherwise provided in paragraph 2 of this Article, for an item to pass, a majority of Directors must vote in favor of the item, and either the Director appointed by the District or the Director appointed by the County must have voted with the majority.

ARTICLE IV

Officers and Powers

1. **Officer.** The officers of the Authority shall be a President, Vice President, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board from time to time to perform such duties as may be approved by the Board. The President, Vice President, Secretary, Treasurer and other officers shall be elected by and may be removed by the Board. Officers of the Authority other than the President and Vice President need not be Directors but, if not Directors, shall not be entitled to vote. Each officer shall serve for a term of one calendar year (except that the terms of the initial officers may be less than one full year) or until his or her successor is duly appointed.

2. **Removal of Officers.** Any officer may be removed from office by the Board, with or without cause, upon a majority vote of the Directors.

3. **Duties of Officers.** In addition to duties designated by the Board, the duties of the officers shall include the following:

(a) The President shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal instruments of the Authority.

(b) The Vice President shall, in the absence of the President, or in the event of his or her inability or refusal to act, perform the duties of the President and when so acting shall have the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as may be prescribed by the Board from time to time.

4. **Budget.** The Treasurer shall have the duty to prepare and recommend an annual operating budget to the Board no later than September 20 of each year for the next succeeding calendar year.

5. **Bonds.** The Treasurer and any other officer, employee or agent of the Authority charged with responsibility for the custody of any of its funds or property shall give a fidelity bond in such sum and with such surety as the Board in its discretion shall determine. The Board in its discretion may also require any other officer, agent or employee of the Authority to give a fidelity bond in such amount and with such surety as it shall determine. The cost of such fidelity bond for an officer or employee shall be an expense payable by the Authority.

ARTICLE V

Insurance and Liability

1. **Defense and Reimbursement.** The Authority shall, to the extent permitted and within the limitations of the law, defend, reimburse, and indemnify each Director, officer, and employee of the Authority in connection with any claim or actual or threatened suit, action, or proceeding, including all judgments, in which he or she may be involved in his or her official capacity during the performance of his or her duties and within the scope of his or her employment, by reason of his or her being or having been such Director, officer, or employee, or by reason of any action or omission by him or her in any such capacity. The Authority shall have no obligation to defend, reimburse, or indemnify any such Director, officer or employee for any claim, suit, action or proceeding arising out of a criminal offense or willful and wanton misconduct of such Director, officer, or employee. The Authority's obligations to defend and indemnify such Directors, officers, and employees shall be defined by and shall be in accordance with the provisions of the Colorado Governmental Immunity Act, §§24-10-101 to -120, 10A C.R.S. (1988 & 1991 Supp).

2. **Insurance.** The Authority shall, if obtainable at a reasonable cost, maintain insurance or self-insure with respect to its properties and business and with respect to its Directors, officers and employees against such casualties and contingencies of such types and in such amounts as may be recoverable.

3. **Liability of Members.** Except as otherwise expressly provided herein or in a separate agreement, a Member of the Authority shall have no liability for the obligations and liabilities of the Authority

ARTICLE VI

Non-Impair of Member's Powers and Right

Nothing in this Contract shall be deemed to impair any of the powers of the Members including, but not limited to, those statutory and lawful powers provided for each Member. Nothing in this Contract shall impair, amend, limit, abridge, contravene or otherwise affect the rights of any Member under any existing contracts or agreements.

ARTICLE VII

Funding

Initial funding for the Authority will come from the Master HOA and developer contributions. Initially, the District will collect developer contributions for the Authority and will contribute lottery money the District receives. Future funding will come from an ongoing commitment from the Master HOA together with grants and other contributions. Funding from the Master HOA shall be the percentage set forth in the contract between the Authority and the

Master HOA. In addition, once development revenues permit, the District will contribute funds on an annual basis according to the terms of its Service Plan.

ARTICLE VIII

Term, Amendment, and Termination

1. **Term.** This Contract shall continue in full force and effect until terminated in accordance with the provisions of paragraph 3 below.
2. **Amendment.** This Contract may be amended by action of the governing bodies of all the Members.
3. **Termination.** This Contract may be rescinded or terminated by action of the governing bodies of all the Members. In the event of the rescission or termination of this Contract and the dissolution of the Authority, all right, title and interest of the Authority in the General Assets (as hereinafter defined) of the Authority shall be conveyed to the District, unless otherwise agreed by a two-thirds vote of the Members. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority. In no event may this Contract be rescinded or terminated or the Authority dissolved if the Authority has bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations.
4. **Evaluation.** Annually, the Authority shall convene a meeting of representatives of the Members to evaluate the performance of the Authority and to recommend Authority activities to meet the park needs of Castle Pines North.

ARTICLE IX

Severability

If any provisions of this Contract or the application thereof to any party, person, or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Contract which can be given effect without the invalid provision or application , and to this end the provisions of this Contract, and each and every provision thereof, are declared to be severable.

ARTICLE X

Execution of Contract

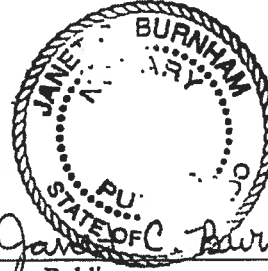
This Contract may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same Contract.

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of March, 2000, by Thomas J. Weldon, President of Castle Pines North Metropolitan District Board of Directors.

Witness my hand and official seal.

My commission expires: 11-3-01



Jane C. Burnham
Notary Public

IN WITNESS WHEREOF, the undersigned Members have caused this instrument to be executed effective this 28th day of March, 2000.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

By: Walter M. Maxwell
Walter M. Maxwell
Chairman, Board of County Commissioners

ATTEST:

Wanda W. Bailey
Wanda W. Bailey, Deputy Clerk
Rhonda R. Gentry
(SEAL)



STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of MARCH, 2000, by Walter M. Maxwell.

Witness my hand and official seal.

My commission expires: 4-17-2002

Patrick D. Fiedler
Notary Public



CASTLE PINES NORTH METROPOLITAN DISTRICT BOARD OF DIRECTORS

By: Thomas J. Weldon
Thomas J. Weldon, President

**AMENDMENT TO ESTABLISHING CONTRACT
FOR
CASTLE PINES PARKS AUTHORITY**

THIS AMENDMENT is made with effective date of April ^{24th}, 2008, to the Establishing Contract for Castle Pines Parks Authority, dated March 28, 2000 ("Establishing Contract"), by and between the Castle Pines North Metropolitan District ("District"), the Board of County Commissioners of the County of Douglas ("County"), and the City of Castle Pines North ("City").

RECITALS

WHEREAS, the Castle Pines Parks Authority ("Authority") was formed in the year 2000 by two governmental entities, the District and the County, as its two Members; and

WHEREAS, the City of Castle Pines North was incorporated on February 15, 2008, and the two existing Members of the Authority and the City believe it is in the best interest of the community of Castle Pines North to replace the County with the City as one of the two Members of the Authority; and

WHEREAS, the Authority also has a five member Board of Directors ("Board"), and the two Members of the Authority desire to change the number of directors from five to six, and to add the County as a director to the Board; and

WHEREAS, the two Members desire to amend to Establishing Contract to clarify that upon dissolution of the Authority that all assets of the Authority be used for parks' purposes.

NOW THEREFORE, the Members of the Authority hereby amend the Establishing Contract as follows:

1. In Section 1 of ARTICLE III, Members, the "City" shall replace the "County" as one of the two Members of the Authority.
2. Section 2 of ARTICLE III, Board of Directors, shall be replaced in its entirety to read as follows:
 2. Board of Directors. *All legislative power, as hereinafter defined, of the Authority shall be vested in a six (6) member Board of Directors ("Board") consisting of one Director appointed by each Member, one Director appointed by the Master HOA, one Director appointed by the Foundation, and one Director appointed by the County. The sixth Director shall be an at large resident of the City of Castle Pines North selected by a majority of the Directors. A person who*

serves on the governing body of a Member may also serve as a Director, but, a Director need not serve on the governing board of the Member. Each Member may select one or more alternates who may act as a Director in the absence or unavailability of the person selected by that Member as a Director. When acting as a Director, the alternate shall be deemed to be a Director for all purposes under the Contract. Except for the term of the at large Director, which term shall be for three (3) years, Directors' terms shall be indefinite.

3. Subsection b) of Section 3, of ARTICLE III, shall be replaced in its entirety to read as follows:
 - b) *The Master HOA, the Foundation and the County may remove the Director it appointed.*

4. Section 7 of ARTICLE III, shall be replaced in its entirety to read as follows:
 7. *Quorum. A meeting of three (3) Directors shall constitute a quorum for the transaction of business; but if less than three (3) of the Directors are present at a meeting, a majority of the Directors present, or if none are present, the Secretary or another officer, may adjourn the meeting to a different time and place, and in such case the Secretary shall notify absent Directors of the time and place of such adjourned meeting.*

5. In Section 9 of ARTICLE III, Voting, the "City" shall replace the "County" as one of the appointed Directors that must vote with a majority of the Directors in order for an item to pass.

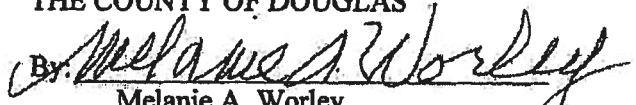
6. In Section 3 of ARTICLE VII, Termination, the following sentence shall be added to that Section: *In the event of rescission or termination of this Contract and/or dissolution of the Authority, the General Assets of the Authority must be used in the future for parks' purposes as permitted in the Establishing Contract.*

7. Except as amended by this Amendment, the Establishing Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Members have caused this instrument to be executed effective this 24th day of April, 2008.

FORMER MEMBER:

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DOUGLAS

By: 
Melanie A. Worley,
Chairman, Board of County Commissioners

ATTEST:

Melissa Pelletier, Deputy Clerk

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Melanie A. Worley, Chairman of the Board of County Commissioners of the County of Douglas.

Witness my hand and official seal.

My commission expires: _____

Notary Public

MEMBER:

CASTLE PINES NORTH METROPOLITAN
DISTRICT BOARD OF DIRECTORS

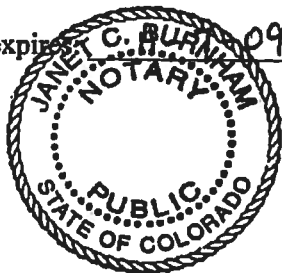
By: *Ted Lohr*
Ted Lohr, President

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of April, 2008, by Ted Lohr, President of Castle Pines North Metropolitan District Board of Directors.

Witness my hand and official seal.

My commission expires: 09



Janet C. Burnham
Notary Public

ATTEST:

Melissa Pelletier
Melissa Pelletier, Deputy

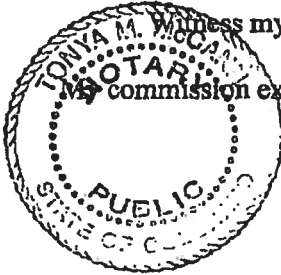


(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of April, 2008, by Melanie A. Worley, Chairman of the Board of County Commissioners of the County of Douglas.

Witness my hand and official seal.



My commission expires: Oct 12, 2011

Tonya M. Melana
Notary Public

MEMBER:

**CASTLE PINES NORTH METROPOLITAN
DISTRICT BOARD OF DIRECTORS**

By: _____
Ted Lohr, President

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Ted Lohr, President of Castle Pines North Metropolitan District Board of Directors.

Witness my hand and official seal.

My commission expires: _____

Notary Public

NEW MEMBER:

CITY OF CASTLE PINES NORTH

By: Maureen Shul
Maureen Shul, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of May, 2008, by Maureen Shul, Mayor of the City of Castle Pines North.

Witness my hand and official seal.

My commission expires: 11-7-09

Janet C. Burnham
Notary Public

