

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
REGARDING COSTS ASSOCIATED
EXTRA-TERRITORIAL SEWER SERVICE REQUEST**

This AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into as of the 10 day of April, 2017, by and between the GREEN MOUNTAIN WATER AND SANITATION DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado ("Green Mountain") and BIG SKY METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and a political subdivision of the State of Colorado ("Big Sky").

RECITALS

WHEREAS, Green Mountain is a special district organized and operating under Title 32 of the Colorado Revised Statutes for purposes including providing sewer services inside and outside its boundaries; and

WHEREAS, Big Sky is a special district organized and operating under Title 32 of the Colorado Revised Statutes for purposes including providing sewer services within and without its boundaries; and

WHEREAS, Big Sky is located in the City of Lakewood generally west of the boundaries of Green Mountain and needs sewer services for the proposed development within its boundaries (the "Project"); and

WHEREAS, Green Mountain is a party to a Special Connectors Sewage Treatment and Disposal Agreement with Metro, its sole source for sewer disposal services; and

WHEREAS, Green Mountain is a party to that certain Amended and Restated Intergovernmental Agreement for Extra-Territorial Sewer Service with Fossil Ridge Metropolitan District No. 1 ("Fossil Ridge") dated November 11, 2014 (the "Fossil Ridge IGA") which would require Big Sky to enter into an agreement with Fossil Ridge prior to Green Mountain providing extra-territorial service to Big Sky; and

WHEREAS, Big Sky has requested that Green Mountain provide sewer services to Big Sky by accepting delivery of the wastewater produced within the boundaries of Big Sky and delivering the wastewater to Metro for disposal; and

WHEREAS, Green Mountain, Fossil Ridge and Big Sky are currently engaged in good faith negotiations and investigations related to the feasibility of and cost attendant to the request that Green Mountain provide extra-territorial sewer service to Big Sky; and

WHEREAS, Green Mountain and Big Sky previously entered into a Memorandum of Understanding dated August 31, 2015 and wish to enter into this MOU to replace such previous

Memorandum of Understanding and to provide for reimbursement of Green Mountain's costs attendant to such negotiations and investigations by Big Sky;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual promises set forth herein, the parties hereby agree as follows:

1. GREEN MOUNTAIN COSTS. All costs incurred by Green Mountain which are in any way related to the negotiations or investigations related to the request that Green Mountain provide extra-territorial sewer service to Big Sky, including, but not limited to, costs for legal, engineering, accounting, construction, inspection, testing, reporting, permits and fees, including, but not limited to, (1) the costs associated with the negotiation, drafting and execution of an agreement between Big Sky (or the owner of the property within the boundaries of Big Sky) and the Fossil Ridge Metropolitan District No. 1 ("Fossil Ridge") in satisfaction of paragraph 2.6 of that certain Amended and Restated Intergovernmental Agreement for Extra-Territorial Sewer Service (the "IGA") dated November 11, 2014 between Green Mountain and Big Sky, as may be amended from time to time, (2) the costs associated with the negotiation, drafting and execution of an intergovernmental agreement between Big Sky and Green Mountain setting forth the parameters of extra-territorial service to Big Sky, and (3) the costs associated with the design of, preparation for bidding for the construction of, and approval and permitting related to a lift station, flow leveling, force main and other facilities and improvements required to provide extra-territorial service to Big Sky, shall all be the sole responsibility of Big Sky. A deposit for the reimbursement of such costs incurred prior to the date of this MOU and toward such additional costs as may be incurred after the date of this MOU, which Green Mountain is authorized to expend toward such costs as they are incurred, is hereby made with Green Mountain in the amount of \$20,000.00. Green Mountain shall, at Big Sky's request, provide written documentation of all such costs incurred to date by Green Mountain and such future costs as may be incurred. When such deposit has been depleted or is near depletion, additional reasonable deposits will be promptly made by Big Sky upon request by Green Mountain.

2. NO LEGAL OBLIGATION. Except as provided in Paragraph 1, this MOU does not otherwise bind the parties or legally obligate Big Sky to accept extra-territorial service from Green Mountain or Green Mountain to provide extra-territorial service to Big Sky.

3. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing contained in this Agreement shall be construed as a waiver, in whole or in part, of the protection afforded Green Mountain or Big Sky under the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as the same may be amended from time to time.

4. ANNUAL APPROPRIATIONS. The parties do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

5. PRIOR MEMORANDUM OF UNDERSTANDING. This MOU supersedes and replaced in its entirety the previous Memorandum of Understanding dated August 31, 2015 between the parties.

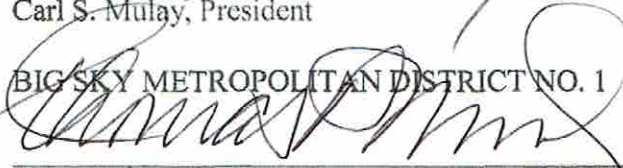
IN WITNESS WHEREOF, the parties have duly executed this MOU on the date first above written.

GREEN MOUNTAIN WATER AND
SANITATION DISTRICT



Carl S. Mulay, President

BIG SKY METROPOLITAN DISTRICT NO. 1



Thomas Moxton, President