

**INFRASTRUCTURE DEVELOPMENT AND PURCHASE AGREEMENT
BY AND BETWEEN THE TOWN OF CASTLE ROCK
AND TALLGRASS COLORADO MUNICIPAL WATER, LLC**

This Infrastructure Development and Purchase Agreement (this “Agreement”) is entered into as of _____, 2024 (the “Effective Date”), by and between **TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE**, a municipal political subdivision of the State of Colorado (the “Town”) and **TALLGRASS COLORADO MUNICIPAL WATER, LLC**, a Delaware limited liability company (“Developer”) (Town and Developer individually referred to herein as a “Party” and collectively as the “Parties”).

RECITALS

A. The Town is the owner and operator of a municipal water system, including but not limited to collection points, gathering lines, treatment facilities, and distribution lines within and without the Town boundaries (“System”).

B. Developer is the owner and operator of a groundwater gathering and transmission system located in Township 1 North, Range 63 West, Weld County, Colorado (the “Existing Tallgrass Infrastructure”).

C. The Town owns the right to divert and use water pursuant to the decrees in Case Nos. 99CV97 and 98CV1727 District Court, Adams County (the “Decrees”) and the following Amended Final Permits issued by the Colorado Ground Water Commission: 12123-RFP; 121124-RFP; 14860-RFP; 31526-FP; 31527-FP; 31640-FP; 31643-F-R; 8533 RFP; 8534-FP; 8535-FP; and 31542-FP (collectively, the “Town Water Rights”) in Weld County.

D. The Town desires to put the Town’s Water Rights to beneficial use and, ultimately, connect the Town Water Rights to the System in accordance with the Town’s 2021 Water Resources Strategic Master Plan.

E. Developer is interested in constructing necessary infrastructure and connecting it to the Existing Tallgrass Infrastructure in order to assist the Town in accessing the Town Water Rights in Weld County and to allow Developer to lease the Town’s Water Rights for a certain period of time, prior to the Town using the water as part of the System.

F. The Parties have determined that a phased approach is appropriate for the infrastructure improvements, with three distinct phases. This Agreement primarily focuses on completion of Phase 1A, with the intent to engage in further negotiations on Phase 1B and Phase 2, and obligation to purchase the assets procured, designed, and constructed under Phase 1A if no agreement is reached on Phase 1B and Phase 2.

G. Developer also owns substantial water rights within Weld County, and, upon the completion of Phase 1B and Phase 2, Town is interested in purchasing approximately 1,000 acre feet of Developer’s groundwater rights represented by Amended Final Permit Nos. 8499-RFP, 31596-FP, 1827-RFP, 11417-RFP, 31560-FP, 7602-FP, 31582-FP, 31583-FP, and 8505-FP issued by the Colorado Ground Water Commission (collectively, the “Tallgrass Water Rights”).

H. The Town finds this Agreement to be in the best interests of the Town of Castle Rock’s water customers and supports the Town’s goal of diversifying and expanding its water portfolio to ensure affordable and adequate water remains available now and in the future.

AGREEMENT

NOW, THEREFORE, in consideration of these mutual promises, the Town and the Developer covenant and agree as follows:

ARTICLE I DEFINITIONS

1.01 Defined Terms. The following words when capitalized in the text shall have the meanings indicated:

Agreement: This Infrastructure Development and Purchase Option Agreement, inclusive of any future amendments.

Appropriated Fund: As defined in Section 7.14

Assets: As defined in Section 2.10.

Charter: The Home Rule Charter of the Town, as amended.

Code: The Castle Rock Municipal Code, as amended.

County: Weld County, Colorado.

C.R.S.: The Colorado Revised Statutes, as amended.

Easements: As defined in Section 2.03(a).

Effective Date: The date listed in the introductory paragraph of this Agreement.

ECCV Treatment Facility: The East Cherry Creek Valley Water and Sanitation District treatment facility located near Brighton, Colorado.

Final Acceptance: The completion of the Project as evidenced by the issuance of the certificate of final acceptance by the Town.

Developer: Tallgrass Colorado Municipal Water, LLC.

Existing Tallgrass Infrastructure: As defined in Recital B.

Guaranty: As defined in Section 2.09.

OM&R Costs: As defined in Section 2.03(d).

Party(ies): Individually or collectively, the Town and Developer, together with (except as otherwise limited by the terms of this Agreement) their designated successors and assigns.

Phase 1A: All necessary work to design, permit, construct, project-manage, install, and commission water infrastructure required to gather, measure, and transport available water from the Town's eleven (11) wells in the Lost Creek Groundwater Management District to the Existing Tallgrass Infrastructure, including but not limited to (a) approximately 9 miles of raw water gathering pipelines; (b) booster pump; (c) SCADA communications; and (d) redrilling and other improvements of the Wells, all as further set forth in *Exhibit 1*.

Phase 1B: As defined in Section 5.02.

Phase 2: As defined in Section 5.03.

Plans: The plans, documents, drawings and specifications prepared by or for Developer for the construction, installation or acquisition of the Project, as approved by the Town.

Project: The design and construction of Phase 1A.

Purchase Price: As defined in Section 2.10.

System: As defined in Recital A.

Tallgrass Water Rights: As defined in Recital G.

Town: The Town of Castle Rock, acting by and through the Castle Rock Water Enterprise.

Town Council: The governing body of the Town of Castle Rock, Colorado, constituted under Article II of the Charter.

Town Specifications: The technical criteria required by the Town for the Project, as set forth in this Agreement, the Town Code, and in *Exhibit 1*.

Town Water Rights: As defined in Recital C.

Trigger: As defined in Section 2.03(a).

Well(s): As defined in 2.03(c) to withdraw the Town Water Rights.

1.02 Cross References. Any reference to an article or section number, without further description, shall mean such article or section in this Agreement.

ARTICLE II PUBLIC IMPROVEMENTS DEVELOPMENT AND PURCHASE OBLIGATION

2.01 Generally. Developer shall complete the Project in accordance with this Agreement, Town Specifications, and applicable local, state, and federal laws and regulations. Developer shall bear the cost of planning, designing, constructing and financing the Project and all other related and incidental activities, including access rights or easement acquisition as necessary to construct the Project or to connect the Project to Existing Tallgrass Infrastructure.

2.02 Party Representatives. Within fourteen (14) calendar days following the Effective Date, each Party shall designate and shall inform the other Party in writing of its representative who shall have authority to act and communicate for and on behalf of each Party in all matters arising under or related to this Agreement and the successful completion of the Project.

2.03 Phase 1A Development and Operations. Developer shall cause the construction and completion of the Project, and the Parties shall operate the Project, as follows:

(a) **Commencement of Construction.** As soon as reasonably practicable following the Effective Date, the Town shall convey to Developer an undivided fifty percent interest in the easements listed on *Exhibit 2* attached hereto (“Easements”) pursuant to a Deed of Easement in Gross and Assignment of Rights in a form substantially similar to that attached as *Exhibit 3* attached hereto. The Town shall reserve for itself an undivided fifty percent interest in the Easements. Developer shall commence or cause to be commenced construction of the Project upon the later of: forty-five (45) days following the Town’s assignment of the Easements; or fifteen (15) days following the issuance of the applicable permits from Weld County and the Division of Water Resources, including such permits required for the redrilling of the Wells (“Trigger”). Construction will be considered to have commenced on the date that Developer issues a notice to proceed with construction of the Project under its agreement to construct or on the date actual work begins on the Project. Developer shall notify Town in writing of the construction commencement date within two (2) business days of such commencement.

(b) Completion of Construction. Following commencement of the Project in accordance with Section 2.03(a), Developer shall diligently pursue steps, or cause its contractor to diligently pursue steps, to complete the Project on or before six (6) months following the Trigger. The Project shall be deemed to be complete upon issuance by the Town of a notice of Final Acceptance. Developer shall notify Town in writing when Developer believes it has reached substantial completion of the Project in order to initiate the process of Final Acceptance. Upon notice of substantial completion, the Town shall review and inspect the Project to determine if there are punch list items requiring completion prior to Final Acceptance and to confirm there are no outstanding liens or encumbrances on the Project. Notice of Final Acceptance shall not amount to a transfer of any infrastructure or rights, but shall only serve to confirm satisfactory completion of the Project based on the Town's review in accordance with this Agreement.

(c) Construction and Ownership of Wells. The Developer shall act as the Town's general contractor to develop, drill and install or cause to be developed, drilled and installed, wells subject to the Decrees and Permits ("Wells") in conformance with *Exhibit 1*, and shall provide electricity to the Wells. The cost of such development, drilling and installation of the Wells, the provision of electricity and all general contractor fees/profits are expressly included in the Purchase Price described in Section 2.10. The Town owns and shall, at all times, own the Wells. Developer shall have no ownership interest in the Wells. For clarity, the Town's ownership in each Well and Developer's ownership interest of the Assets as defined in Section 2.10 is depicted on *Exhibit 4* with the Town's ownership shaded in blue and Developer's Assets shaded in red.

(d) OM&R. Developer shall operate, maintain, and repair the Wells, the Project and other assets developed as part of Phase 1A. Following the expiration of the Term or earlier termination of this Agreement, Developer shall deliver to the Town a statement with supporting documentation detailing Developer's actual costs and expenses incurred with respect to such operation and maintenance, including, but not limited to, actual costs of insurance and taxes (the "OM&R Costs"). The Town shall reimburse Developer for the actual OM&R Costs within thirty (30) days following receipt of such statement; provided, however, that in the event the OM&R Costs exceed the payments made by the Developer to the Town pursuant to the Water Lease Agreement (such difference, the "Excess Costs"), the Town may defer the payment of the Excess Costs until, as applicable, (a) the closing of the purchase of the Project pursuant to Section 2.10 below, at which time the amount of the Excess Costs shall be added to the Purchase Price; or (b) a later date as provided in the agreement(s) to be entered into between the Parties for the development of Phase 1B and Phase 2, pursuant to Article V below.

2.04 Construction Agreement. The Parties acknowledge that Developer and its selected contractor(s) have entered or shall enter into a construction agreement, which agreement shall obligate the contractor to complete the Project in accordance with this Agreement.

2.05 Inspection and Access to Site. At all times during the Project, Town shall have reasonable access to the Project work site(s), during regular business hours or otherwise when other work is being performed on site, in order to inspect the progress of the Project. Town shall bear all costs associated with its own inspections or monitoring of the Project.

2.06 Indemnification. Developer shall indemnify and hold harmless the Town, its board members, officers, agents, and employees (“Indemnified Parties”) from and against losses, costs, expenses, liabilities, damages, fines, and penalties, (including court costs and reasonable attorneys’ fees) (collectively, the “Losses”) sustained or incurred by the Indemnified Parties as a result of a demand, claim, proceeding, judgment, or settlement by a third party against one or more of the Indemnified Parties (“Third Party Claim”), to the extent the Losses arise out of Developer’s or its agents’, servants’, contractors’, consultants’, or employees’ (i) material breach of the representations, warranties or covenants of this Agreement, (ii) negligence or willful misconduct, or (iii) material failure to comply with applicable law; provided, however, that Lessee’s obligations under this Section 2.06 shall not apply, in connection with its performance hereunder, but not to the extent such Losses are caused by any negligent or willful act or omission of, or breach of contract by any Indemnified Parties, their employees, agents, contractors or assigns.

2.07 Standard of Care and Warranty. For all work performed under this Agreement for the Project, Developer shall use commercially reasonable efforts to ensure that such work, including but not limited to design, construction, and inspection work, is performed in an acceptable workmanlike and professional manner, consistent with the professional delivery of such services by qualified contractors in the industry, and consistent with all applicable local, state, and federal laws and regulations. Furthermore, Developer shall ensure that all such work contains a warranty period for one (1) year following the completion of the Project to cover all costs of repair or replacement for the Project within such warranty period.

2.08 Insurance. From the Effective Date to the end of the warranty period described in Section 2.07, at their own cost and expense, Developer and all subcontractors hired by Developer shall provide, or cause to be provided, and shall maintain the following insurance for the Project by a company authorized to do business in and to issue such policies in the State of Colorado. Prior to commencing work under this Agreement, Developer and Developer’s subcontractors shall deliver to the Town one or more ACORD certificate(s) of insurance evidencing the existence of insurance described below. The Town shall also be named as an additional insured under all policies, with the exception of the workers’ compensation policy, but only as respects the risks and liabilities assumed by Developer under this Agreement. This Agreement shall be an insured contract under the policies. Coverage shall be primary and non-contributory to all other policies of the Town. All of the policies maintained by Developer and Developer’s subcontractors shall contain provisions that state: the insurance companies will have no right of recovery or

subrogation against the Town; defense costs shall be outside of the policy limits; and coverage applies separately to each insured entity against whom a claim is made. All insurance policies required to be obtained and maintained must be provided by insurers with an A.M. Best rating of A-VII or higher. Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy, or failure of any such insurance company carrying insurance for Developer or Developer's subcontractors or failure of any such insurance company to pay claims occurring shall not be held to waive any of the provisions of this Agreement. To the extent commercially and reasonably available, material modification or cancellation of policies providing coverage Developer or Developer's subcontractors hereunder shall only be effective thirty (30) days after written notice of modification or cancellation (except for ten (10) days' notice for non-payment of premium) is delivered to the Town from the insurance company or an authorized representative. To the extent not commercially and reasonably available, Developer and Developer's subcontractors shall have the obligation to provide such notice.

(a) Commercial General Liability: Minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such coverage shall not be subject to any exclusions for "Explosion", "Collapse" and/or "Underground" operations.

(b) Automobile Liability: Minimum limits of \$1,000,000, combined single limit.

(c) Professional Liability (only for applicable design professionals): Minimum limits of \$2,000,000 per claim and \$2,000,000 in the aggregate.

(d) Workers' Compensation and Employee Liability: Workers' compensation insurance, at statutory limits covering contractors and Employee Liability with minimum limits of \$1,000,000.

(e) Umbrella Liability: Umbrella Liability coverage in excess of the limits and with terms at least as broad as the coverages outlined in Sections 2.08 (a) through (d) above, with a combined single limit for bodily injury and property damage of at least \$10,000,000 for each occurrence.

2.09 Parental Guaranty. As a condition precedent to the efficacy of this Agreement, Developer shall cause Tallgrass Water, LLC, Developer's parent company, to execute and deliver the Parental Guaranty in substantially the same form as included in *Exhibit 5* ("Guaranty") simultaneously with the execution of this Agreement.

2.10 Purchase Obligation. As a material term for the Town's inducement to this Agreement, if the Town and Developer have not reached an agreement on completing Phase 1B and Phase 2 within one (1) year of the Effective Date, the Town shall purchase all rights, title, and ownership interest in the assets procured, designed, and constructed pursuant to the Project, including, but not limited to, the assets owned by Developer and set forth in *Exhibit 1* and all

easements or other real property rights obtained with respect to such assets, including the Easements assigned to Tallgrass in accordance with Section 2.03(a) above (collectively, the “Assets”) for a total purchase price of Fifteen Million Dollars (\$15,000,000.00) (the “Purchase Price”). To complete the purchase, the Town and Developer shall mutually agree upon a closing agent as well as date and time for closing, and shall share the costs of closing equally. The Town shall have the right to inspect the Assets prior to closing and shall only be excused from closing on the purchase of the Assets if, in the Town’s commercially reasonable judgment, the Assets materially deviate from the Town Specifications. At the time of closing, in addition to conveying all rights, title, and ownership interests of the Project and its Assets to the Town, free and clear of all liens, claims, or encumbrances, the Developer agrees to provide the following in exchange for the purchase price:

- (a) The complete Plans for the Project.
- (b) “As-built” AutoCAD file and PDF file.
- (c) All access or easement rights obtained by Developer for the Project, including the Easements described in Section 2.3(a).
- (d) Any and all permits or approvals obtained as part of the Project.
- (e) All warranties for the Project of any and all nature.

2.11 Termination After Purchase. If the purchase obligation described in Section 2.10 is triggered, this Agreement shall terminate for all purposes on the date of closing of the purchase.

ARTICLE III LEASE OF TOWN WATER RIGHTS

3.01 Lease of Town Water Rights. Following completion of components of the Project as the components allow, Developer shall have the right to lease the Town’s Water Rights made available by completed components of the Project pursuant to the Water Lease Agreement, in substantially the same form as included in *Exhibit 6* (the “Water Lease Agreement”). The Town makes no warranties or guarantees, express or implied, of any specific amount of available water for Developer to lease from the Town’s Water Rights, the quality of any such water pumped from the Town’s wells and whether the Town’s Water Rights are sufficient for Developer’s intended purposes. Any such lease shall be based on the “as-is” condition and production of the Town wells. Absent a separate and mutually agreed upon Water Lease Agreement being entered into between the Parties, Town shall have no duty to deliver any water to Developer under this Agreement.

ARTICLE IV [RESERVED]

ARTICLE V
FUTURE IMPROVEMENTS (PHASES 1B AND 2); PURCHASE OF TALLGRASS
WATER

5.01 Future Improvements Generally. The Parties are interested in pursuing possible additional agreements related to Phase 1B and Phase 2. As part of the consideration for this Agreement, the Parties mutually agree to negotiate in good faith to determine if an agreement can be reached for the completion of Phase 1B and Phase 2. Except as expressly provided herein, the failure of the Parties to enter into an agreement on Phase 1B and Phase 2 shall not have any effect on the terms and obligations contained in this Agreement.

5.02 Phase 1B. At the time of this Agreement, the general intent and scope of Phase 1B would include Developer providing all work, at its sole cost, to design, permit, construct, project-manage, install, and commission water infrastructure required to gather and transport up to 4,000 acre feet of raw water to the ECCV Treatment Facility. The Phase 1B infrastructure would include:

- (a) A storage pond located at Township 1 North, Range 65 West, Weld County, Colorado, capable of receiving and storing up to 10,500,000 gallons of water (the “West Gathering Pond”), which Town, at its sole cost, would gather and deliver from its freshwater wells in the Box Elder development (the “Box Elder Wells”);
- (b) A pumping station adjacent to the West Gathering Pond that will be used to transfer water from the pond to the ECCV Treatment Facility.
- (c) Approximately 7.1 miles of raw water supply pipeline, commencing at the West Gathering Pond and terminating at the West Gathering Pond (“Supply Pipeline”);
- (d) SCADA communications; and
- (e) Other equipment facilities required for the operation of the Storage Pond and Supply Pipeline.

5.03 Phase 2. At the time of this Agreement, the general intent and scope of Phase 2 would include Developer providing all work, at its sole cost, to design, permit, construct, project-manage, install, and commission water infrastructure required to connect the Project to the West Gathering Pond. The Phase 2 infrastructure would include:

- (a) A pumping station located at Township 1 North, Range 64 West, Weld County, Colorado, to which the water from the Project would flow (the “East Pump Station”);

- (b) Approximately 8 miles of raw water supply pipeline, commencing at a point on the Project and terminating at the ECCV Treatment Facility (the “Connection Pipeline”);
- (c) SCADA communications;
- (d) Other equipment facilities required for the operation of the East Pump Station and Connection Pipeline; and

5.04 Purchase of Tallgrass Water. At the time of this Agreement, the general intent is that following the completion of Phase 1B and Phase 2, the Town would purchase approximately one-thousand (1,000) acre-feet of HCU attributable to the Tallgrass Water Rights upon the terms and conditions mutually agreed to by the Parties in the agreement to be negotiated and executed pursuant to Section 5.01.

ARTICLE VI DEFAULT AND REMEDIES

6.01 Event of Default. Failure of Town or Developer to perform any covenant, agreement, obligation or provision of this Agreement, constitutes an event of default under this Agreement.

6.02 Default Notice. In the event either Party alleges that the other is in default, the non-defaulting Party shall first notify the defaulting Party in writing of such default, and specify the exact nature of the default in such notice. Except as otherwise provided herein, the defaulting Party shall have twenty (20) days from receipt of such notice within which to cure such default before the non-defaulting Party may exercise any of its remedies hereunder. If such default is not of a type which can be cured within such twenty (20) day period and the defaulting Party commenced the cure within the twenty (20) day period and is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of the twenty (20) day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure in good faith.

6.03 Remedies. In addition to specific remedies provided elsewhere in this Agreement, upon notice of default and failure to cure in accordance with Section 6.02, the non-defaulting Party shall have the right to take whatever action, at law or in equity, which appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting Party under this Agreement, or to collect the monies then due and thereafter to become due, or the non-defaulting Party may terminate this Agreement. In any such legal action, the prevailing Party shall be entitled to recover its reasonable attorney’s fees and litigation costs from the other Party.

6.04 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO RECEIVE DAMAGES FROM ANY OTHER PARTY BASED ON ANY THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES (EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE INCLUDED IN INDEMNIFIABLE LOSSES RESULTING FROM A THIRD PARTY CLAIM IN ACCORDANCE WITH SECTION 2.06).

ARTICLE VII GENERAL PROVISIONS

7.01 Term. This Agreement shall commence upon the Effective Date and shall continue until the earlier of (a) the date on which the agreement described in Section 5.01 is executed, or (b) the date of closing of the purchase described in Section 2.10 (such period, as applicable, the “Term”). The Term may be extended by mutual agreement of the Parties.

7.02 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the Parties and their successors, must be in writing and duly executed by the signatories or their respective representatives. The Mayor, Director of Castle Rock Water, and Town Attorney and officers on behalf of Developer executing this Agreement are authorized to make corrections and clarifications to this Agreement, so long as the changes are consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, and execution of such amendment will constitute approval of such changes by the Parties.

7.02 Interpretation. In this Agreement, unless the context otherwise requires:

- (a) all definitions, terms and words shall include both the singular and the plural;
- (b) words of the masculine gender include correlative words of the feminine and neuter genders, and words importing singular number include the plural number and vice versa; and
- (c) the captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

7.03 Notice. The addresses of the Parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested, or electronic mail, with delivery receipt. If given by registered or certified mail, the same will be deemed to have been given and received three days after a

registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight courier service, a notice will be deemed to have been given and received the first to occur of one business day after being deposited with a nationally recognized overnight air courier service or upon delivery to the Party to whom it is addressed. If sent via electronic mail, a notice will be deemed to have been given and received on the next business day following the sender's receipt of a delivery receipt.

If to Developer, addressed to:

Tallgrass Colorado Municipal Water, LLC
370 Van Gordon Street
Lakewood, CO 80228
Attn: Mark Ritchie
Tel: (303) 763-3659
Email: mark.ritchie@tallgrass.com

With a copy to:

Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
Attn: Legal Department
Tel: (303) 763-2950
Email: legal.notices@tallgrass.com

If to the Town, addressed to:

Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Attn: Director of Castle Rock Water
Tel: (720) 733-6001
Email: mmarlowe@crgov.com

With a copy to:

Town of Castle Rock
Town Attorneys' Office
100 Wilcox Street
Castle Rock, CO 80104
Attn: Mike Hyman
Tel: (303) 660-1398
Email: mhyman@crgov.com

7.04 Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is found by final judicial decree to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

7.05 Conflicts. If the terms and provisions of this Agreement are in conflict with any prior agreement between the Town and the Developer, the terms and provisions of this Agreement, as it may be amended from time to time, shall control.

7.06 Verification. The Town and the Developer shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Developer under the Agreement or by the terms of any other agreement.

7.07 Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action, including but not limited to estoppel documents requested or required by lenders or the Parties hereto, that is necessary to carry out this Agreement or is reasonably requested by any Party to confirm or clarify the intent of the provisions of this

Agreement and to effectuate the agreements and the intent. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefit that it would have received under this Agreement.

7.08 Days. If the day for any performance or event provided for herein is a Saturday, Sunday or a day on which national banks are not open for regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S, such day will be extended until the next day on which such banks and state offices are open for the transaction of business.

7.09 Controlling Law and Venue; Waiver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Colorado, regardless of the laws that might otherwise govern under conflict of law principles. Any legal suit, action, or proceeding arising out of or related to this Agreement or the transactions contemplated hereby that are not resolved pursuant to Section 7.10 below shall be instituted in the District Court of the State of Colorado located in the City and County of Denver, Colorado. Each of the Parties irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement.

7.10 Alternative Dispute Resolution. In the event of any dispute or claim arising under or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's written request therefor. The costs of such mediation shall be shared equally by the Parties. If such dispute or claim is not settled through mediation, then either Party may initiate a civil action pursuant to Section 7.09 above.

7.11 Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

7.12 Captions. The paragraph headings are for convenience only and the substantive portions hereof control without regard to the headings.

7.13 Execution Authority. This Agreement has been duly authorized and executed by the Parties and each Party has full power and authority to consummate the aspects of the transaction for which they are responsible, and the person executing this Agreement is fully authorized to do so and has the power to bind the Party for which they are signing.

7.14 Appropriation. This Agreement does not constitute a general obligation or other indebtedness of the Town. This Agreement also does not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of the Constitution and laws of the State of Colorado. In the event of a default by the Town of any of its obligations under this Agreement, Developer shall have no recourse for any amounts owed to it against any funds or revenues of the Town except for the \$15 million appropriated in the Town's 2025 budget (the "Appropriated Fund"), as approved and adopted on September 17, 2024, pursuant to Ordinance No. 2024-016, and available in future fiscal years from the Town's Water Resources Enterprise Fund. The Town represents and warrants the Appropriated Fund is irrevocably pledged to satisfy any debts and/or liabilities that may arise out the Town's default of any term or condition of this Agreement and that execution and delivery of this Agreement has been duly authorized and all requisite actions and other steps necessary to make this Agreement and all the terms hereof a valid and binding obligation of the Town of Castle Rock Water Resources Enterprise have been duly taken.

7.15 Governmental Immunity. No provision of this Agreement shall be construed as a waiver, express or implied, of any immunities or defenses provided to the Town by any applicable law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

7.16 Time of Essence. Time is expressly stated to be of the essence of this Agreement. Except as expressly stated herein, any failure to perform the covenants and agreements herein agreed to be performed strictly at the times designated shall operate as an event of default under this Agreement.

7.17 Waiver. The failure of either Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party's right to demand strict compliance with the terms and conditions of this Agreement.

7.18 Assignment; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Neither party may assign or transfer this Agreement or any of its rights, benefits or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld. No third-party beneficiary rights are created in favor of any person not a party to this Agreement.

7.18 No Agency. Developer is acting as an independent contractor. Developer has no power or authority to assume or create any obligation on behalf of the Town. Developer is not the Town's agent, and Developer's employees are not the Town's employees for any purpose.

7.19 Entire Agreement. This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

[Signature Page Follows]

EXHIBIT 1

(Phase 1A Detail and Specifications)

Project Summary

Bi-directional system designed to deliver non-potable freshwater from Castle Rock's Lost Creek Wells to Tallgrass Water's Front Range Well Gathering system at a rate of 2,780 gpm. The design consists of 11 rehabilitated irrigation wells and a 9.2-mile HDPE pipeline gathering system with a combination of 12", 20", and 28" diameter pipe. The Project is designed to accommodate Phase 1B and Phase 2 expansion and to comply with Town of Castle Rock 2018 Criteria Manual, Water System Design, dated December 4, 2018 and Town of Castle Rock Construction Methodology and Materials Manual, dated September 14, 2012; provided, however, that the compaction requirements set forth in such manuals shall not apply to the Project and Developer shall comply with the non-structural industry-standard compaction rate of 86%.

Summary of Materials

Gathering Pipeline Installations

- High Density Polyethylene (HDPE) Pipe
 - 12" DR 13.5 IPS Pipe 31,300 ft
 - Maximum Allowed Operating Pressure – 160 psi
 - Pressure based on a water temperature of 72 degF
 - 20" DR 13.5 IPS Pipe 4,900 ft
 - Maximum Allowed Operating Pressure – 160 psi
 - Pressure based on a water temperature of 72 degF
 - 28" DR 13.5 IPS Pipe 10,950 ft
 - Maximum Allowed Operating Pressure – 160 psi
 - Pressure based on a water temperature of 72 degF
 - Pipeline gathering system designed to transport of total volume of 5,000 acre feet.
- Air Vacuum Breakers
 - Quantity, design and location to be determined when agreed upon land easements for pipeline location are finalized.
- Mainline Isolation Valves
 - Carbon Steel 12" Gate Valves (subgrade)
 - Carbon Steel 20" Gate Valves (subgrade)
 - Carbon Steel 28" Gate Valves (subgrade)
 - Quantity, design and location to be determined when agreed upon land easements for pipeline location are finalized.
 - All subgrade valves to be accessed via valve cans
- Tracer Wire
 - Regency Wire and Cable - Blue – AWG 10 Solid Strand Copper – Nominal OD of 0.192 in
 - Pro-Line's Detectable Marking Tape - consists of a minimum 5.0 mil overall thickness. Construction is 0.8 mil clear virgin polypropylene film, reverse printed

and laminated to a 0.35 solid aluminum foil core and then laminated to a 3.75 mil clear virgin polyethylene film.

Well 8533

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
 - 28-inch borehole 110 feet
 - Centrilizers Qty 3
 - 14" #304 Wire Wrapped SS Screen 30 feet
 - 14" x .375" Plain Steel Casing 82 feet
 - 14" x .375" Plain Steel Sump 5 feet
 - Silica Sand Filter Pack 82 feet
 - Cement Grout 18 feet minimum
 - 4" Steel Gravel Tube 21 feet
 - 14" x 4" x 5' pitless assembly
- Submersible Pump
 - Grundfos 150S150-7 Pump End
 - Hitachi 15 HP 6-inch 230v Pump Motor
 - Design Pressure (at surface): 50 psi
 - Design Rate: 160 gpm
- Measurement Instrumentation
 - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
 - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
 - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
 - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
 - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
 - Cabinet Enclosure
 - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
 - 60"x48"x16"
 - NEMA 3R
 - Circuit breaker, PowerPacT J
 - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
 - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
 - Allen-Bradley Compact Logix analog input module, #1769-IF8
 - Allen-Bradley Compact Logix end cap, #1769-ECR
 - Maple Systems, HMI Touchscreen, #HMI5043LBv2
 - Real Time Automation Gateway, #460ETCMM-NNA1
 - Square D, 10A Circuit Breaker, #QOU-110
 - Phoenix TRIO-UPS Power Supply, #2907161

- 14" x .375" Plain Steel Sump 5 feet
- Silica Sand Filter Pack 80 feet
- Cement Grout 18 feet minimum
- 4" Steel Gravel Tube 21 feet
- 14" x 4" x 5' pitless assembly
- Submersible Pump
 - Grundfos 150S150-7 Pump End
 - Hitachi 15 HP 6-inch 230v Pump Motor
 - Design Pressure (at surface): 50 psi
 - Design Rate: 160 gpm
- Measurement Instrumentation
 - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
 - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
 - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
 - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
 - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
 - Cabinet Enclosure
 - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
 - 60"x48"x16"
 - NEMA 3R
 - Circuit breaker, PowerPacT J
 - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
 - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
 - Allen-Bradley Compact Logix analog input module, #1769-IF8
 - Allen-Bradley Compact Logix end cap, #1769-ECR
 - Maple Systems, HMI Touchscreen, #HMI5043LBv2
 - Real Time Automation Gateway, #460ETCMM-NNA1
 - Square D, 10A Circuit Breaker, #QOU-110
 - Phoenix TRIO-UPS Power Supply, #2907161
 - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
 - Phoenix, Surge Protector, #PLT-SEC-T3
 - Kooltronics Air Conditioner
- Communications and Networking
 - NEMA 4 Cabinet (30"x16"x12") Communications Cabinet
 - Modem
 - Cradlepoint R920 - Qty 2
 - Router
 - Cisco IR1101 – Qty 2
 - Switch

- Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
 - LMR195 3' SMA to N
 - Proxicast ANT-140-020 - Qty 4
 - LMR400 25' N to N
 - Proxicast ANT-180-401- Qty 4
 - Lightning Arrestor
 - Proxicast ANT-211-002 – Qty 4
 - 4G MIMO Antenna
 - Proxicast ANT-127-05M – Qty 2
 - Verizon VSAT
 - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
 - Remote Programmable Smart RTUs
 - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
 - Warren Carbon Steel 4” Lift Check Valves – Qty 1
 - Warren Carbon Steel 6” Gate Valve – Qty 1
 - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
 - Warren Carbon Steel 1” Ball Valve
 - Piping/Instruments Insulation
 - Johns Manville – 1.5” MicroLok Fiberglass Insulation
 - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
 - Heat Trace
 - Thermon BSX Self-Regulating Heat Tracing
 - Thermon Terminator - Heating Cable Termination Kits

Well 8535

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
 - 28-inch borehole 110 feet
 - Centralizers Qty 3
 - 14” #304 Wire Wrapped SS Screen 30 feet
 - 14" x .375" Plain Steel Casing 77 feet
 - 14” x .375” Plain Steel Sump 5 feet
 - Silica Sand Filter Pack 82 feet
 - Cement Grout 18 feet minimum
 - 4” Steel Gravel Tube 21 feet
 - 14” x 4” x 5’ pitless assembly
- Submersible Pump
 - Grundfos 230S150-5B Pump End
 - Hitachi 15 HP 6-inch 230v Pump Motor
 - Design Pressure (at surface): 50 psi
 - Design Rate: 180 gpm

- Measurement Instrumentation
 - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
 - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
 - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
 - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
 - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
 - Cabinet Enclosure
 - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
 - 60"x48"x16"
 - NEMA 3R
 - Circuit breaker, PowerPacT J
 - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
 - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
 - Allen-Bradley Compact Logix analog input module, #1769-IF8
 - Allen-Bradley Compact Logix end cap, #1769-ECR
 - Maple Systems, HMI Touchscreen, #HMI5043LBv2
 - Real Time Automation Gateway, #460ETCMM-NNA1
 - Square D, 10A Circuit Breaker, #QOU-110
 - Phoenix TRIO-UPS Power Supply, #2907161
 - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
 - Phoenix, Surge Protector, #PLT-SEC-T3
 - Kooltronics Air Conditioner
- Communications and Networking
 - NEMA 4 Cabinet (30"x16"x12") Communications Cabinet
 - Modem
 - Cradlepoint R920 - Qty 2
 - Router
 - Cisco IR1101 – Qty 2
 - Switch
 - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
 - LMR195 3' SMA to N
 - Proxicast ANT-140-020 - Qty 4
 - LMR400 25' N to N
 - Proxicast ANT-180-401- Qty 4
 - Lightning Arrestor
 - Proxicast ANT-211-002 – Qty 4
 - 4G MIMO Antenna
 - Proxicast ANT-127-05M – Qty 2
 - Verizon VSAT

- 60"x48"x16"
 - NEMA 3R
 - Circuit breaker, PowerPacT J
 - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
 - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
 - Allen-Bradley Compact Logix analog input module, #1769-IF8
 - Allen-Bradley Compact Logix end cap, #1769-ECR
 - Maple Systems, HMI Touchscreen, #HMI5043LBv2
 - Real Time Automation Gateway, #460ETCMM-NNA1
 - Square D, 10A Circuit Breaker, #QOU-110
 - Phoenix TRIO-UPS Power Supply, #2907161
 - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
 - Phoenix, Surge Protector, #PLT-SEC-T3
 - Kooltronics Air Conditioner
- Communications and Networking
 - NEMA 4 Cabinet (30"x16"x12") Communications Cabinet
 - Modem
 - Cradlepoint R920 - Qty 2
 - Router
 - Cisco IR1101 – Qty 2
 - Switch
 - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
 - LMR195 3' SMA to N
 - Proxicast ANT-140-020 - Qty 4
 - LMR400 25' N to N
 - Proxicast ANT-180-401- Qty 4
 - Lightning Arrestor
 - Proxicast ANT-211-002 – Qty 4
 - 4G MIMO Antenna
 - Proxicast ANT-127-05M – Qty 2
 - Verizon VSAT
 - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
 - Remote Programmable Smart RTUs
 - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
 - Warren Carbon Steel 4" Lift Check Valves – Qty 1
 - Warren Carbon Steel 6" Gate Valve – Qty 1
 - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
 - Warren Carbon Steel 1" Ball Valve
 - Piping/Instruments Insulation
 - Johns Manville – 1.5" MicroLok Fiberglass Insulation

- Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
- Heat Trace
 - Thermon BSX Self-Regulating Heat Tracing
 - Thermon Terminator - Heating Cable Termination Kits

Well 12124

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
 - 28-inch borehole 170 feet
 - Centralizers Qty 4
 - 14" #304 Wire Wrapped SS Screen 40 feet
 - 14" x .375" Plain Steel Casing 132 feet
 - 14" x .375" Plain Steel Sump 5 feet
 - Silica Sand Filter Pack 150 feet
 - Cement Grout 18 feet minimum
 - 14" x 4" x 5' pitless assembly
- Submersible Pump
 - Grundfos 230S250-8 Pump End
 - Hitachi 25 HP 6-inch 230v Pump Motor
 - Design Pressure (at surface): 95 psi
 - Design Rate: 200 gpm
- Measurement Instrumentation
 - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
 - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
 - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
 - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
 - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
 - Cabinet Enclosure
 - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
 - 60"x48"x16"
 - NEMA 3R
 - Circuit breaker, PowerPacT J
 - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
 - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
 - Allen-Bradley Compact Logix analog input module, #1769-IF8
 - Allen-Bradley Compact Logix end cap, #1769-ECR
 - Maple Systems, HMI Touchscreen, #HMI5043LBv2
 - Real Time Automation Gateway, #460ETCMM-NNA1

- Square D, 10A Circuit Breaker, #QOU-110
- Phoenix TRIO-UPS Power Supply, #2907161
- Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
- Phoenix, Surge Protector, #PLT-SEC-T3
- Kooltronics Air Conditioner
- Communications and Networking
 - NEMA 4 Cabinet (30"x16"x12") Communications Cabinet
 - Modem
 - Cradlepoint R920 - Qty 2
 - Router
 - Cisco IR1101 – Qty 2
 - Switch
 - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
 - LMR195 3' SMA to N
 - Proxicast ANT-140-020 - Qty 4
 - LMR400 25' N to N
 - Proxicast ANT-180-401- Qty 4
 - Lightning Arrestor
 - Proxicast ANT-211-002 – Qty 4
 - 4G MIMO Antenna
 - Proxicast ANT-127-05M – Qty 2
 - Verizon VSAT
 - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
 - Remote Programmable Smart RTUs
 - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
 - Warren Carbon Steel 4" Lift Check Valves – Qty 1
 - Warren Carbon Steel 6" Gate Valve – Qty 1
 - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
 - Warren Carbon Steel 1" Ball Valve
 - Piping/Instruments Insulation
 - Johns Manville – 1.5" MicroLok Fiberglass Insulation
 - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
 - Heat Trace
 - Thermon BSX Self-Regulating Heat Tracing
 - Thermon Terminator - Heating Cable Termination Kits

Well 14860

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
 - 28-inch borehole 165 feet
 - Centrilizers Qty 4

- 14" #304 Wire Wrapped SS Screen 40 feet
- 14" x .375" Plain Steel Casing 121 feet
- 14" x .375" Plain Steel Sump 5 feet
- Silica Sand Filter Pack 145 feet
- Cement Grout 18 feet minimum
- 4" Steel Gravel Tube 21 feet
- 14" x 4" x 5' pitless assembly
- Submersible Pump
 - Grundfos 150S200-9 Pump End
 - Hitachi 20 HP 6-inch 230v Pump Motor
 - Design Pressure (at surface): 90 psi
 - Design Rate: 140 gpm
- Measurement Instrumentation
 - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
 - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
 - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
 - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
 - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
 - Cabinet Enclosure
 - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
 - 60"x48"x16"
 - NEMA 3R
 - Circuit breaker, PowerPacT J
 - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
 - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
 - Allen-Bradley Compact Logix analog input module, #1769-IF8
 - Allen-Bradley Compact Logix end cap, #1769-ECR
 - Maple Systems, HMI Touchscreen, #HMI5043LBv2
 - Real Time Automation Gateway, #460ETCMM-NNA1
 - Square D, 10A Circuit Breaker, #QOU-110
 - Phoenix TRIO-UPS Power Supply, #2907161
 - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
 - Phoenix, Surge Protector, #PLT-SEC-T3
 - Kooltronics Air Conditioner
- Communications and Networking
 - NEMA 4 Cabinet (30"x16"x12") Communications Cabinet
 - Modem
 - Cradlepoint R920 - Qty 2
 - Router

- Design Pressure (at surface): 110 psi
- Design Rate: 270 gpm
- Measurement Instrumentation
 - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
 - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
 - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
 - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
 - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
 - Cabinet Enclosure
 - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
 - 60"x48"x16"
 - NEMA 3R
 - Circuit breaker, PowerPacT J
 - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
 - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
 - Allen-Bradley Compact Logix analog input module, #1769-IF8
 - Allen-Bradley Compact Logix end cap, #1769-ECR
 - Maple Systems, HMI Touchscreen, #HMI5043LBv2
 - Real Time Automation Gateway, #460ETCMM-NNA1
 - Square D, 10A Circuit Breaker, #QOU-110
 - Phoenix TRIO-UPS Power Supply, #2907161
 - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
 - Phoenix, Surge Protector, #PLT-SEC-T3
 - Kooltronics Air Conditioner
- Communications and Networking
 - NEMA 4 Cabinet (30"x16"x12") Communications Cabinet
 - Modem
 - Cradlepoint R920 - Qty 2
 - Router
 - Cisco IR1101 – Qty 2
 - Switch
 - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
 - LMR195 3' SMA to N
 - Proxicast ANT-140-020 - Qty 4
 - LMR400 25' N to N
 - Proxicast ANT-180-401- Qty 4
 - Lightning Arrestor
 - Proxicast ANT-211-002 – Qty 4
 - 4G MIMO Antenna

- Proxicast ANT-127-05M – Qty 2
 - Verizon VSAT
 - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
 - Remote Programmable Smart RTUs
 - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
 - Warren Carbon Steel 4” Lift Check Valves – Qty 1
 - Warren Carbon Steel 6” Gate Valve – Qty 1
 - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
 - Warren Carbon Steel 1” Ball Valve
 - Piping/Instruments Insulation
 - Johns Manville – 1.5” MicroLok Fiberglass Insulation
 - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
 - Heat Trace
 - Thermon BSX Self-Regulating Heat Tracing
 - Thermon Terminator - Heating Cable Termination Kits

Well 31527

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
 - 28-inch borehole 150 feet
 - Centralizers Qty 3
 - 14” #304 Wire Wrapped SS Screen 40 feet
 - 14" x .375" Plain Steel Casing 107 feet
 - 14” x .375” Plain Steel Sump 5 feet
 - Silica Sand Filter Pack 130 feet
 - Cement Grout 18 feet minimum
 - 4” Steel Gravel Tube 21 feet
 - 14” x 4” x 5’ pitless assembly
- Submersible Pump
 - Grundfos 230S300-9Pump End
 - Hitachi 30 HP 6-inch 230v Pump Motor
 - Design Pressure (at surface): 105 psi
 - Design Rate: 260 gpm
- Measurement Instrumentation
 - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
 - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
 - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
 - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
 - Allen Bradley Powerflex 753 Series

- PLC & Controls Cabinet
 - Cabinet Enclosure
 - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
 - 60"x48"x16"
 - NEMA 3R
 - Circuit breaker, PowerPacT J
 - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
 - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
 - Allen-Bradley Compact Logix analog input module, #1769-IF8
 - Allen-Bradley Compact Logix end cap, #1769-ECR
 - Maple Systems, HMI Touchscreen, #HMI5043LBv2
 - Real Time Automation Gateway, #460ETCMM-NNA1
 - Square D, 10A Circuit Breaker, #QOU-110
 - Phoenix TRIO-UPS Power Supply, #2907161
 - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
 - Phoenix, Surge Protector, #PLT-SEC-T3
 - Kooltronics Air Conditioner
- Communications and Networking
 - NEMA 4 Cabinet (30"x16"x12") Communications Cabinet
 - Modem
 - Cradlepoint R920 - Qty 2
 - Router
 - Cisco IR1101 – Qty 2
 - Switch
 - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
 - LMR195 3' SMA to N
 - Proxicast ANT-140-020 - Qty 4
 - LMR400 25' N to N
 - Proxicast ANT-180-401- Qty 4
 - Lightning Arrestor
 - Proxicast ANT-211-002 – Qty 4
 - 4G MIMO Antenna
 - Proxicast ANT-127-05M – Qty 2
 - Verizon VSAT
 - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
 - Remote Programmable Smart RTUs
 - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
 - Warren Carbon Steel 4" Lift Check Valves – Qty 1
 - Warren Carbon Steel 6" Gate Valve – Qty 1
 - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
 - Warren Carbon Steel 1" Ball Valve

- Piping/Instruments Insulation
 - Johns Manville – 1.5” MicroLok Fiberglass Insulation
 - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
- Heat Trace
 - Thermon BSX Self-Regulating Heat Tracing
 - Thermon Terminator - Heating Cable Termination Kits

Well 31542

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
 - 28-inch borehole 170 feet
 - Centralizers Qty 3
 - 14” #304 Wire Wrapped SS Screen 40 feet
 - 14" x .375" Plain Steel Casing 132 feet
 - 14” x .375” Plain Steel Sump 5 feet
 - Silica Sand Filter Pack 150 feet
 - Cement Grout 18 feet minimum
 - 4” Steel Gravel Tube 21 feet
 - 14” x 4” x 5’ pitless assembly
- Submersible Pump
 - Grundfos 385S400-6B Pump End
 - Hitachi 40 HP 6-inch 460v Pump Motor
 - Design Pressure (at surface): 100 psi
 - Design Rate: 360 gpm
- Measurement Instrumentation
 - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 3 inch (DN80)
 - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
 - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
 - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
 - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
 - Cabinet Enclosure
 - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
 - 60”x48”x16”
 - NEMA 3R
 - Circuit breaker, PowerPacT J
 - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
 - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
 - Allen-Bradley Compact Logix analog input module, #1769-IF8

- Allen-Bradley Compact Logix end cap, #1769-ECR
- Maple Systems, HMI Touchscreen, #HMI5043LBv2
- Real Time Automation Gateway, #460ETCMM-NNA1
- Square D, 10A Circuit Breaker, #QOU-110
- Phoenix TRIO-UPS Power Supply, #2907161
- Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
- Phoenix, Surge Protector, #PLT-SEC-T3
- Kooltronics Air Conditioner
- Communications and Networking
 - NEMA 4 Cabinet (30"x16"x12") Communications Cabinet
 - Modem
 - Cradlepoint R920 - Qty 2
 - Router
 - Cisco IR1101 – Qty 2
 - Switch
 - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
 - LMR195 3' SMA to N
 - Proxicast ANT-140-020 - Qty 4
 - LMR400 25' N to N
 - Proxicast ANT-180-401- Qty 4
 - Lightning Arrestor
 - Proxicast ANT-211-002 – Qty 4
 - 4G MIMO Antenna
 - Proxicast ANT-127-05M – Qty 2
 - Verizon VSAT
 - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
 - Remote Programmable Smart RTUs
 - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
 - Warren Carbon Steel 4" Lift Check Valves – Qty 1
 - Warren Carbon Steel 6" Gate Valve – Qty 1
 - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
 - Warren Carbon Steel 1" Ball Valve
 - Piping/Instruments Insulation
 - Johns Manville – 1.5" MicroLok Fiberglass Insulation
 - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
 - Heat Trace
 - Thermon BSX Self-Regulating Heat Tracing
 - Thermon Terminator - Heating Cable Termination Kits

Well 31640

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
 - 28-inch borehole 175 feet
 - Centrilizers Qty 3
 - 14" #304 Wire Wrapped SS Screen 40 feet
 - 14" x .375" Plain Steel Casing 132 feet
 - 14" x .375" Plain Steel Sump 5 feet
 - Silica Sand Filter Pack 155 feet
 - Cement Grout 18 feet minimum
 - 4" Steel Gravel Tube 21 feet
 - 14" x 6" x 5' pitless assembly
- Submersible Pump
 - Grundfos 7CHC - 4 Stage Pump End
 - Hitachi 75 HP 8-inch 460v Pump Motor
 - Design Pressure (at surface): 95 psi
 - Design Rate: 550 gpm
- Measurement Instrumentation
 - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 3 inch (DN80)
 - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
 - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
 - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
 - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
 - Cabinet Enclosure
 - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
 - 60"x48"x16"
 - NEMA 3R
 - Circuit breaker, PowerPacT J
 - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
 - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
 - Allen-Bradley Compact Logix analog input module, #1769-IF8
 - Allen-Bradley Compact Logix end cap, #1769-ECR
 - Maple Systems, HMI Touchscreen, #HMI5043LBv2
 - Real Time Automation Gateway, #460ETCMM-NNA1
 - Square D, 10A Circuit Breaker, #QOU-110
 - Phoenix TRIO-UPS Power Supply, #2907161
 - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
 - Phoenix, Surge Protector, #PLT-SEC-T3

- Kooltronics Air Conditioner
- Communications and Networking
 - NEMA 4 Cabinet (30"x16"x12") Communications Cabinet
 - Modem
 - Cradlepoint R920 - Qty 2
 - Router
 - Cisco IR1101 – Qty 2
 - Switch
 - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
 - LMR195 3' SMA to N
 - Proxicast ANT-140-020 - Qty 4
 - LMR400 25' N to N
 - Proxicast ANT-180-401- Qty 4
 - Lightning Arrestor
 - Proxicast ANT-211-002 – Qty 4
 - 4G MIMO Antenna
 - Proxicast ANT-127-05M – Qty 2
 - Verizon VSAT
 - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
 - Remote Programmable Smart RTUs
 - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
 - Warren Carbon Steel 4" Lift Check Valves – Qty 1
 - Warren Carbon Steel 6" Gate Valve – Qty 1
 - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
 - Warren Carbon Steel 1" Ball Valve
 - Piping/Instruments Insulation
 - Johns Manville – 1.5" MicroLok Fiberglass Insulation
 - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
 - Heat Trace
 - Thermon BSX Self-Regulating Heat Tracing
 - Thermon Terminator - Heating Cable Termination Kits

Well 31643

- Well Completions
 - 14" x 4" x 5' pitless assembly
- Submersible Pump
 - Grundfos 230250-8Pump End
 - Hitachi 25 HP 6-inch 460v Pump Motor
 - Design Pressure (at surface): 90 psi
 - Design Rate: 200 gpm
- Measurement Instrumentation

- Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
- Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
- Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
- Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
 - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
 - Cabinet Enclosure
 - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
 - 60"x48"x16"
 - NEMA 3R
 - Circuit breaker, PowerPacT J
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 - Allen-Bradley Compact Logix analog input module, #1769-IF8
 - Allen-Bradley Compact Logix end cap, #1769-ECR
 - Maple Systems, HMI Touchscreen, #HMI5043LBv2
 - Real Time Automation Gateway, #460ETCMM-NNA1
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 - Phoenix TRIO-UPS Power Supply, #2907161
 - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
 - Phoenix, Surge Protector, #PLT-SEC-T3
 - Kooltronics Air Conditioner
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 - NEMA 4 Cabinet (30"x16"x12") Communications Cabinet
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 - Router
 - Cisco IR1101 – Qty 2
 - Switch
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- Remote Programmable Smart RTUs
 - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
 - Warren Carbon Steel 4” Lift Check Valves – Qty 1
 - Warren Carbon Steel 6” Gate Valve – Qty 1
 - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
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 - Piping/Instruments Insulation
 - Johns Manville – 1.5” MicroLok Fiberglass Insulation
 - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
 - Heat Trace
 - Thermon BSX Self-Regulating Heat Tracing
 - Thermon Terminator - Heating Cable Termination Kits

EXHIBIT 2
(Easements)

Parcel #	Landowner	QQ	Section	Township	Range	Useful Length (ft)	Total Length (ft)	Percentage
147727200023	Dustin Lee Willis	Part W2W2	27	1N	63W	2,900.00	2,900.00	100%
147727300018	Dove Meadow Dairy, Inc.	Part SW4	27	1N	63W	3,021.00	3,021.00	100%
147727200022	Elaine M Martinez	Part NW4	27	1N	63W	2,040.00	2,040.00	100%
147727200021	Jesse A Campbell	E2NW4	27	1N	63W	1,094.00	1,094.00	100%
147727100020	Robert L. Riebschlager	Part W2NE4	27	1N	63W	1,064.00	1,064.00	100%
147727100019	Myra Guillen	Part NE4	27	1N	63W	745.00	745.00	100%
147734200026	Turnpike, LLC	Part NW4	34	1N	63W	5,596.00	6,782.00	83%
147729200003	Darren Dever	Part N2N4	29	1N	63W	747.00	747.00	100%
147734000020	Kevin L Helzer	Part NE4	34	1N	63W	1,268.00	7,828.00	16%
147729300004	Bayside Development, LLC	Part W2	29	1N	63W	6,594.00	6,594.00	100%
147729000011	Steven K Arnold	Part W2W2	29	1N	63W	130.00	130.00	100%

EXHIBIT 3

(Form of Deed of Easement in Gross and Assignment of Rights)

See attached.

DEED OF EASEMENT IN GROSS AND ASSIGNMENT OF RIGHTS

This **DEED OF EASEMENT IN GROSS AND ASSIGNMENT OF RIGHTS** (this “Deed” or this “Agreement”) is entered into as of _____, 2024 (the “Effective Date”), by and between **TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE**, a municipal political subdivision of the State of Colorado (the “Town” or “Grantor”) and **TALLGRASS COLORADO MUNICIPAL WATER, LLC**, a Delaware limited liability company (“Developer” or “Grantee”) (Town and Developer individually referred to herein as a “Party” and collectively as the “Parties”).

BACKGROUND

A. The Town is the owner and operator of a municipal water system, including but not limited to collection points, gathering lines, treatment facilities, and distribution lines within and without the Town boundaries (“System”).

B. Developer is the owner and operator of a groundwater gathering and transmission system located in Township 1 North, Range 63 West, Weld County, Colorado (the “Existing Tallgrass Infrastructure”).

C. The Town owns the right to divert and use water pursuant to the decrees in Case Nos. 99CV97 and 98CV1727 District Court, Adams County (the “Decrees”) and the following Amended Final Permits issued by the Colorado Ground Water Commission: 12123-RFP; 121124-RFP; 14860-RFP; 31526-FP; 31527-FP; 31640-FP; 31643-F-R; 8533 RFP; 8534-FP; 8535-FP; and 31542-FP (collectively, the “Town Water Rights”) in Weld County.

D. Developer, pursuant to that certain Infrastructure Development and Purchase Agreement by and Between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC dated _____, 2024 (the “Development Agreement”), has agreed to construct necessary infrastructure (the “Water Infrastructure”) in order to assist the Town in accessing the Town Water Rights in Weld County, as more specifically set forth in the Development Agreement.

E. The Water Infrastructure will be constructed, at least in part, pursuant to and within easements held by the Town allowing for the construction, maintenance, and operation of the Water Infrastructure, as more particularly described on the attached **Exhibit A** (collectively the “Easements”).

F. The Town desires to grant to Developer an undivided fifty percent (50%) interest in and to the Easements for so long as Developer owns the Water Infrastructure.

G. The Town finds this Deed to be in the best interests of the Town of Castle Rock’s water customers and supports the Town’s goal of diversifying and expanding its water portfolio to ensure affordable and adequate water remains available now and in the future.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Grant of Easement Interest and Assignment of Rights.** The Town grants to Developer a non-exclusive, undivided one-half (50%) interest in and to the Easements as described on **Exhibit A**, for the limited purpose of the construction, installation, maintenance, and operation of the Water Infrastructure, as set forth in and subject to the provisions of the Development Agreement. To the extent that the Easements, or any of them, are non-transferable, the Town grants to Developer a non-exclusive license and right to use the portions of the Easements necessary for the construction, installation, maintenance and operation of the Water Infrastructure as set forth in and subject to the provisions of the Development Agreement. Nothing in this Deed shall confer upon Developer any right to use the Easements, or any of them, or any purpose not clearly defined in this Deed or the Development Agreement.
- 2. Use of Easements.** Except in the event of emergency, prior to any entry upon or use of the Easements as granted hereunder, Developer shall provide reasonable notice to the Town. Nothing in this Deed shall confer upon Developer any right to use the Easements, or any of them, or any purpose not clearly defined in this Deed or the Development Agreement.
- 3. Inspection.** Developer agrees that representatives and agents of the Town will be permitted at all reasonable times to inspect the Water Infrastructure and Developer's use of the Easements.
- 4. Insurance, Indemnification, and Liens.**

 - 4.1. Insurance. Developer shall, at all times it maintains any interest in the Easements, maintain insurance as required by Section 2.08 of the Development Agreement, as the same may be amended from time to time.
 - 4.2. Indemnification. Developer shall indemnify and hold harmless the Town, its board members, officers, agents, and employees ("Indemnified Parties") from and against losses, costs, expenses, liabilities, damages, fines, and penalties, (including court costs and reasonable attorneys' fees) (collectively, the "Losses") sustained or incurred by the Indemnified Parties as a result of a demand, claim, proceeding, judgment, or settlement by a third party against one or more of the Indemnified Parties ("Third Party Claim"), to the extent the Losses arise out of Developer's or its agents', servants', contractors', consultants', or employees' (i) material breach of the representations, warranties or covenants of this Deed or the Development Agreement, (ii) negligence or willful misconduct, or (iii) material failure to comply with applicable law; provided, however, that Developer's obligations under this Section 4.2 shall not apply, in connection with its performance hereunder, but not to the extent such Losses are caused by any negligent or willful act or omission of, or breach of contract by any Indemnified Parties, their employees, agents, contractors or assigns.
 - 4.3. Mechanic's Liens. Developer shall not permit any mechanics' or materialmen's liens to be enforced against the Easements or any of the properties which the Easements underly in connection with any work performed over, under or across the Easements by or at the direction of any Grantee or materials furnished in connection with such work. If such a lien is filed, Grantee shall cause the lien to be removed of record within thirty (30) days

thereafter, or, if any foreclosure action to enforce the lien actually commences, within five (5) days after commencement of such foreclosure action.

5. **Compliance with Laws.** Developer shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the Easements, shall obtain all permits and approvals required by applicable governmental or quasi-governmental entities in connection with Developer's use of the Easements as permitted hereunder, and shall take all affirmative or remedial actions required by such governmental entities, indemnifying the Town from all expenses and costs which it may incur in connection therewith.
6. **Recordation.** Developer shall record the executed form of this Deed Assignment in the real property records of the County in which the Easements are located.
7. **Assignment; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Neither party may assign or transfer this Agreement or any of its rights, benefits or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld. No third-party beneficiary rights are created in favor of any person not a party to this Agreement.
8. **Governmental Immunity.** No provision of this Agreement shall be construed as a waiver, express or implied, of any immunities or defenses provided to the Town by any applicable law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.
9. **Representations or Warranties.** The Town represents and warrants to Developer that it has provided to Developer true, complete and correct copies of the Easements and that the Town has the full right and title to convey to Developer the rights conveyed herein. Except as otherwise provided in this Section 9, this Deed is granted without any representation or warranty of title of any nature. The Town has made no representation of the quality of its title, and in the event that it shall at any time be determined that the Easements granted hereby is beyond the right or authority of the Town, the rights and interests hereby granted shall be limited to such rights and interests as are within the right and authority of the Town to grant as of the date of this Agreement.
10. **Notice.** The addresses of the Parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested, or electronic mail, with delivery receipt. If given by registered or certified mail, the same will be deemed to have been given and received three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight courier service, a notice will be deemed to have been given and received the first to occur of one business day after being deposited with a nationally recognized overnight air courier service or upon delivery to the Party to whom it is addressed. If sent via electronic

mail, a notice will be deemed to have been given and received on the next business day following the sender's receipt of a delivery receipt.

If to Developer, addressed to:

Tallgrass Colorado Municipal Water, LLC
370 Van Gordon Street
Lakewood, CO 80228
Attn: Mark Ritchie
Tel: (303) 763-3659
Email: mark.ritchie@tallgrass.com

With a copy to:

Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
Attn: Legal Department
Tel: (303) 763-2950
Email: legal.notices@tallgrass.com

If to the Town, addressed to:

Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Attn: Director of Castle Rock Water
Tel: 720.733.6001
Email: mmarlowe@crgov.com

With a copy to:

Town of Castle Rock
Town Attorneys' Office
100 Wilcox Street
Castle Rock, CO 80104
Attn: Mike Hyman
Tel: (303) 660-1398
Email: mhyman@crgov.com

- 11. Additional Documents or Action.** The Parties agree to execute any additional documents or take any additional action, including but not limited to estoppel documents requested or required by lenders or the Parties hereto, that is necessary to carry out this Agreement or is reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement and to effectuate the agreements and the intent. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefit that it would have received under this Agreement.
- 12. Non-Exclusivity.** The Easements are further subject to any previously or subsequently granted rights of way or use of the Easements which arise by or through the Town or which exist by right of use or claim independent of the Town.
- 13. Retained Rights.** All rights and interests of the Town that are not expressly granted to Developer pursuant to this Deed shall remain wholly vested in The Town.
- 14. Entire Agreement.** This Deed, together with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties hereto. This Deed shall be binding upon, and inure to the benefit of, the Parties, their successors or assigns.

15. Counterparts. This assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water

COUNTY OF)
) ss.
STATE OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Lisa Anderson as Town Clerk and Jason Gray as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: _____.

(SEAL)

Notary Public

DEVELOPER:

TALLGRASS COLORADO MUNICIPAL WATER, LLC

a Delaware limited liability company

By: _____
Mark Ritchie, Segment President – Commercial Operations (Water)

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Mark Ritchie as Segment President – Commercial Operations (Water) for Tallgrass Colorado Municipal Water, LLC, a Delaware limited liability company.

Witness my official hand and seal.

My commission expires: _____

(S E A L)

Notary Public

EXHIBIT A

An undivided fifty (50) percent interest in the enumerated portions of the easements described in the Special Warranty Deed recorded at Reception No. 4290581, on April 3, 2017, and in the Special Warranty Deed (Easements) recorded at Reception No. 4681387, on February 10, 2021, as more particularly described in the following:

1. Easement Deed (PV Property) recorded at Reception No. 3537349, on February 25, 2008, associated with Section 27, Township 1 North, Range 63 West described in Exhibit A-1 in pages 6 to 28

2. Easement Deed (PV Property) re-recorded at 3687443 on April 16, 2010, associated with Section 34, Township 1 North, Range 63 West described in Exhibit A-1 in pages 30 to 41

3. Easement Deed (Parcel A-2) recorded at Reception No. 3694909 on May 21, 2010 associated with Section 29, Township 1 North, Range 63 West

4. Easement Deed recorded at Reception No. 4675576 on January 26, 2021 associated with Section 29, Township 1 North, Range 63 West

RESERVING TO GRANTOR the following:

A. An undivided fifty (50) percent interest in the enumerated easements described in this Exhibit A.

B. A one-hundred (100) percent interest in all easements in any of the above recorded conveyances that are not enumerated described in this Exhibit A.

EXHIBIT 4
(Ownership Demarcation)

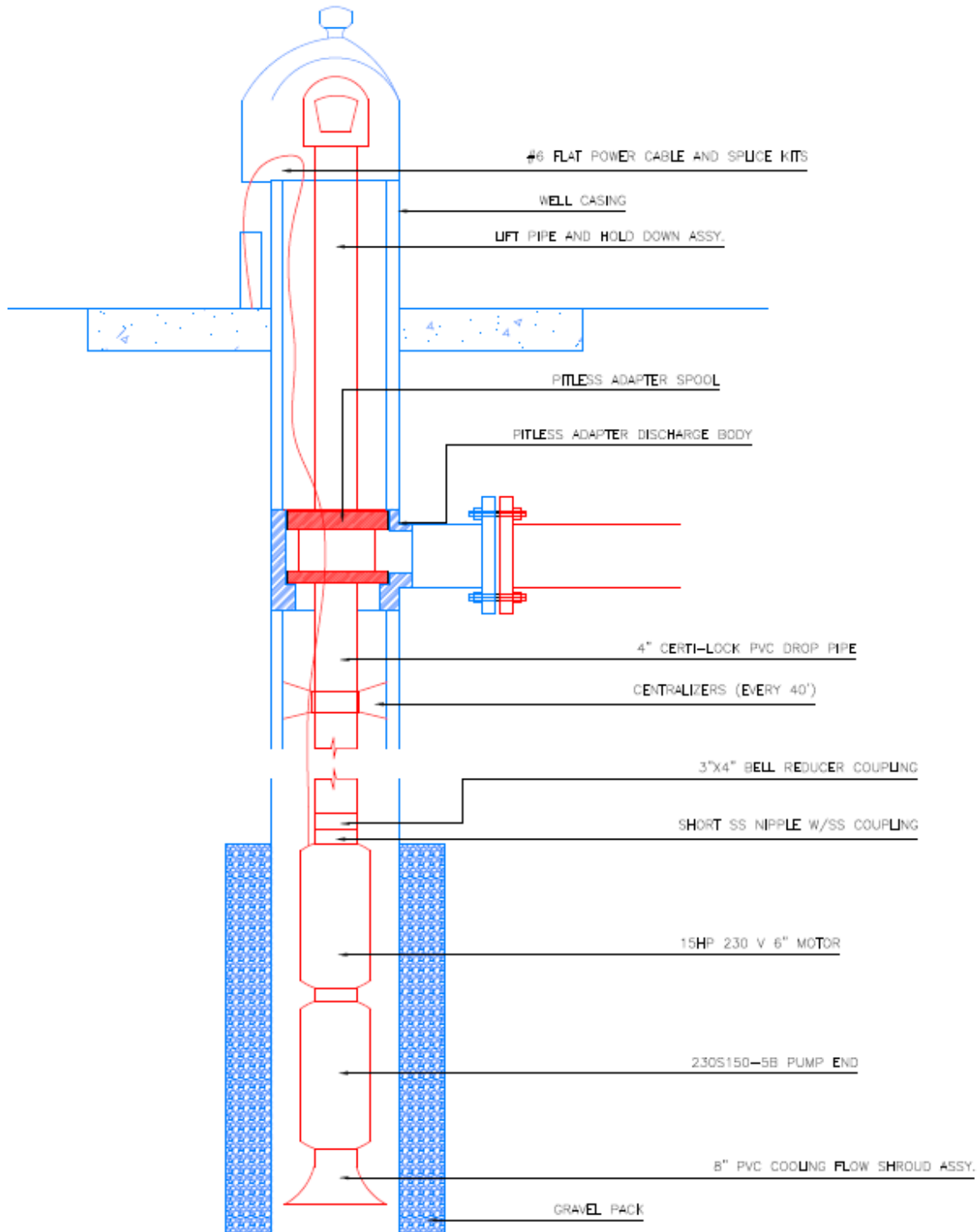


EXHIBIT 5
(Form of Guaranty)

See attached.

PARENTAL GUARANTY

This PARENTAL GUARANTY (“**Guaranty**”) is made as of the ____ day of _____, 2024, by **TALLGRASS WATER, LLC**, a Delaware limited liability company (“**Guarantor**”), having a principal office at 370 Van Gordon Street, Lakewood, CO 80228, to and for the benefit of **TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE**, a municipal political subdivision of the State of Colorado (“**Town**”), with reference to the following.

RECITALS

A. **TALLGRASS COLORADO MUNICIPAL WATER, LLC**, a Delaware limited liability company (“**Developer**”), is wholly owned by Guarantor.

B. Developer and the Town have entered into that certain Infrastructure Development and Purchase Agreement by and between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC dated as of _____ (“**Agreement**”).

C. To induce the Town to enter into the Agreement, Guarantor is willing to furnish this Guaranty to the Town.

NOW, THEREFORE, for and in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor covenants and agrees as follows:

1. **Definitions; Recitals; Conflicts.** Unless otherwise defined in this Guaranty, all capitalized terms shall have the meanings ascribed to them in the Agreement. All references to the Agreement contained herein shall be construed to mean the Agreement as it may be amended from time to time. The above Recitals are incorporated into and shall constitute part of this Guaranty. If there is a conflict between the terms of the Agreement and the terms of this Guaranty, the terms of this Guaranty shall control.

2. **Guaranty.** Guarantor absolutely, irrevocably and unconditionally guarantees to the Town and its successors and assigns the full and prompt payment and performance when due of all of Developer’s warranties, covenants, indebtedness, duties and agreements contained in the Agreement including, but not limited to, all construction and payment obligations under the Agreement. All obligations, representations, warranties, covenants, indebtedness, duties and agreements described above are individually referred to in this Guaranty as an “**Obligation**” and collectively as the “**Obligations.**” This Guaranty is in no way conditioned upon any requirement that the Town first attempt to enforce any of the Obligations against Developer. If at any time Developer fails, neglects or refuses to timely, correctly and/or fully perform any of the Obligations referenced in the Agreement, Guarantor shall promptly perform, or cause to be performed, such Obligation upon receipt of written notice of such default and demand for performance from the Town.

Notwithstanding anything set forth in this Guaranty to the contrary, with respect to any claim, action or proceeding against Guarantor in connection with this Guaranty, Guarantor shall be entitled to assert any rights, remedies and defenses that Developer would be able to assert if such claim, action or proceeding were to be asserted or instituted against Developer based upon the Agreement including, but not limited to, any limitations of liability and cure periods set forth in the Agreement; provided, that: (i)

no defense previously raised by Developer arising out of or in connection with an Obligation claimed under this Guaranty that has been settled in the Town's favor may be raised by Guarantor; (ii) no cure period previously used by Developer may be used by Guarantor; and (iii) in no event shall Guarantor be entitled to assert any defenses that arise by operation of law on account of an Event of Bankruptcy (as defined below) or the bankruptcy or insolvency of Developer. Guarantor agrees that this Guaranty is a guaranty of performance including, but not limited to, payment and not merely a guaranty of collection and shall apply regardless of whether recovery of any or all of the Obligations may be, or become, discharged or uncollectible in an Event of Bankruptcy in which Developer is the debtor. All payments made pursuant to this Guaranty shall be made without reduction, whether by set-off or otherwise.

3. **Unconditional Guaranty.** Subject to the second paragraph of Section 2 above, the obligations of Guarantor under this Guaranty are independent, absolute and unconditional irrespective of any genuineness, validity, regularity or enforceability of the Obligations and irrespective of any genuineness, validity, regularity or enforceability of the Agreement or any substitution, release or exchange of any other guarantee of, or security for, any of the Obligations and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. Without limiting the generality of the foregoing, the occurrence of any one or more of the following shall not affect the liability of Guarantor under this Guaranty:

(a) at any time or from time to time, without notice to Guarantor, the time for any performance of, or compliance with, any of the Obligations shall be extended or such performance or compliance shall be waived;

(b) any acts or omissions by Developer with respect to the Obligations;

(c) any of the Obligations shall be modified, supplemented or amended in any respect or any right with respect to the Obligations shall be waived or any other guaranty of any of the Obligations or any security therefore shall be released or exchanged in whole or in part or otherwise modified or dealt with;

(d) any lien or security interest granted to, or in favor of, the Town as security for any of the Obligations shall fail to be valid or perfected;

(e) the voluntary or involuntary liquidation, dissolution, sale or other disposition of the assets and liabilities, or the voluntary or involuntary receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or other similar proceeding affecting Developer, or rejection of the Agreement in any such proceeding, or any action taken by any trustee or receiver in connection therewith (an “**Event of Bankruptcy**”);

(f) any lack of authorization, in whole or in part, of the Obligations or any term or provision of this Guaranty or of the Agreement for any reason, or the rejection or purported rejection thereof in any Event of Bankruptcy;

(g) the Town shall have taken or failed to have taken any steps to collect or enforce any obligation or liability from Developer or shall have taken any actions to mitigate its damages;

(h) any applicable law that might, in any manner, cause or permit to be invoked any alteration in the time, amount or manner of payment or performance of any of the Obligations or the obligations of Guarantor under this Guaranty;

(i) any merger or consolidation of Developer or Guarantor into or with any other

person or any sale, lease or transfer of all or any of the assets of Developer or Guarantor to any other person;

(j) any change in the ownership of any of the voting securities of Developer or Guarantor;

(k) to the extent as may be waived by applicable law, the benefit of all principles or provisions of laws, rules and regulations which may be in conflict with the terms of this Guaranty; or

(l) any failure on the part of Developer or Guarantor to comply with any applicable law.

4. **Subordination of Subrogation Rights.** Guarantor subordinates to all claims, rights and remedies that the Town or any of the Town's permitted assigns may have against Developer and any claim, right or remedy that Guarantor may now have or hereafter acquire against Developer that arises under, or in connection with, this Guaranty, including any claim, remedy or right of subrogation, reimbursement, indemnity, exoneration, contribution or participation in any claim, remedy or right against Developer that arises in connection with this Guaranty, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise until the Obligations have been paid and performed in full. If any amount shall erroneously be paid to Guarantor on account of such subrogation, reimbursement, indemnity, exoneration, contribution, and similar rights, such amount shall be held in trust for the benefit of the Town and shall forthwith be paid to the Town to be credited against the payment of the Obligations, whether matured or unmatured.

5. **Remedies.** Guarantor agrees that the Obligations shall be due and payable for purposes of this Guaranty notwithstanding any stay, injunction or other prohibition preventing a declaration of payment as against Developer.

6. **Waivers.** Subject to the second paragraph of Section 2 above, Guarantor hereby unconditionally and irrevocably waives, to the extent permitted by applicable law, (i) notice of any of the matters referred to in Section 3 of this Guaranty; (ii) acceptance of this Guaranty, demand, protest, promptness, diligence, presentment, notice of default or dishonor and any requirement of diligence, notice of intent to accelerate, notice of acceleration and notice of the incurring of the Obligations; (iv) any right to assert against the Town any defense (legal or equitable), counter-claim, set-off, cross-claim or other claim that Guarantor may now or at any time hereafter have (a) against Developer or (b) acquired from any other party to which the Town may be liable; (v) any defense arising by reason of any claim or defense based upon an election of remedies by the Town which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Developer for reimbursement, or any other rights of the Guarantor to proceed against Developer or against any other person, property or security and (vi) any right to require the Town to marshal, or have recourse to other collateral or surety, before exercising its rights under this Guaranty.

7. **Separate Enforcement.** The obligations of Guarantor under this Guaranty are independent of, and may be enforced separately from, the Obligations in a separate action or actions that may be brought and prosecuted against Guarantor, whether or not action is brought against Developer. Guarantor agrees that payment or performance of any of the Obligations or other acts which toll any statute of limitations applicable to the Obligations or the Agreement shall also toll the statute of limitations applicable to Guarantor's liability under this Guaranty.

8. **Representations and Warranties.** Guarantor additionally represents and warrants to the

Town as follows:

(a) Guarantor is a limited liability company duly organized, validly existing, authorized to do business and in good standing under the laws of the State of Delaware.

(b) Guarantor has the requisite corporate power and authority to own its property and assets, transact the business in which it is engaged and to enter into this Guaranty and carry out its obligations under same. The execution, delivery, and performance of this Guaranty have been duly and validly authorized and no other corporate proceedings on the part of Guarantor or its affiliates are necessary to authorize this Guaranty or the transactions contemplated hereby.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body or third party is required for the due execution, delivery and performance by Guarantor of this Guaranty.

(d) This Guaranty, when executed, shall constitute a valid and binding agreement of Guarantor and is enforceable against Guarantor in accordance with the terms of this Guaranty, except as may be limited by bankruptcy or insolvency or by other laws affecting the rights of creditors generally and except as may be limited by the availability of equitable remedies, and except to the extent that the execution of this Guaranty was induced by fraud, misrepresentation, or fraudulent concealment by or on behalf of the Town.

(e) As of the date of execution of this Guaranty, the execution, delivery, and performance of this Guaranty does not and will not (i) result in a default, breach or violation of the certificate of organization or operating agreement of Guarantor; (ii) constitute an event which would permit any person or entity to terminate rights or accelerate the performance or maturity of any indebtedness or obligation of Guarantor, the effect of which would materially affect Guarantor's ability to meet its obligations under this Guaranty; (iii) constitute an event which would require any consent of a third party or under any agreement to which Guarantor is bound, the absence of which consent would materially and adversely affect Guarantor's ability to meet its obligations under this Guaranty; or (iv) result in any default, breach or violation of any license, permit, franchise, judgment, writ, injunction, decree, order, charter, law, ordinance, rule or regulation applicable to Guarantor and which default, breach or violation would materially and adversely affect Guarantor's ability to meet its obligations under this Guaranty.

(f) Guarantor has delivered to the Town true, correct and complete copies of its balance sheets as of December 31, 2023 and August 31, 2024 (collectively, the "**Financial Statements**"). The Financial Statements fairly present the financial position of Guarantor as of the dates indicated therein and have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered by the Financial Statements. Guarantor does not have any liabilities, whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due, whether known or unknown, regardless of when asserted, arising out of transactions or events entered into prior to the execution of this Guaranty except the liabilities reflected in the Financial Statements.

(g) Until the Obligations are completed in full, Guarantor shall not transfer, convey, encumber, hypothecate, pledge or otherwise diminish its assets (each a "**Transfer**," and collectively, "**Transfers**") if such Transfer would cause Guarantor to be unable to complete all of the outstanding Obligations upon demand from the Town according to this Guaranty.

9. **Continuing Guaranty; Inurement.** This Guaranty is a continuing guaranty and (i) shall

apply to all Obligations whenever arising; (ii) shall remain in full force and effect until satisfaction in full of all of the Obligations; (iii) shall be binding upon Guarantor and its successors and permitted assigns; and (iii) shall inure to the benefit of, and be enforceable by, the Town and its successors and assigns permitted under the Agreement. Notwithstanding the foregoing, Guarantor may not assign all or any portion of its rights or delegate all or any portion of its duties under this Guaranty without the prior written consent of the Town, whose consent may be withheld for any reason or no reason. Any assignment by Guarantor without the foregoing consent shall be void.

10. **Payments.** The Town shall have the right from time to time to make demand for Obligations. With respect to payments to be made by Guarantor under this Guaranty, all such payments shall be made in United States dollars by wire transfer into a bank account designated in writing from time to time by the Town promptly following written demand by the Town. All payments required to be made by Guarantor under this Guaranty shall be made without set-off or counterclaim and shall be made without deduction for any withholding or other taxes or charges; provided that notwithstanding anything in this Guaranty to the contrary, Guarantor reserves the right to assert rights, setoffs, counterclaims and other defenses which may at any time be available to or be asserted by Developer against the Town, subject to Section 2 above.

11. **Expenses.** Guarantor shall pay the Town all reasonable out-of-pocket expenses (including the reasonable fees and expenses of the Town's legal counsel) in any way relating to the enforcement and/or protection of the rights of the Town under this Guaranty upon written demand by the Town; provided, that the Guarantor shall not be liable for any expenses of the Town if no payment under this Guaranty is due.

12. **Reinstatement.** If, for any reason, the Town (including, but not limited to, bankruptcy preferences or alleged fraudulent transfers) is required to repay or disgorge any amounts received by it in respect of the Obligations, then the liability of Guarantor under this Guaranty with respect to such amounts shall be reinstated.

13. **Legal Action.** This Guaranty and any dispute related to this Guaranty shall be governed by and construed in accordance with the laws of the state of Colorado, excluding rules governing conflicts of laws. Any legal action or proceedings with respect to this Guaranty may be brought in the United States District Court for the District of Colorado or, if such court lacks subject matter jurisdiction, the District Court in the City and County of Denver, Colorado. By execution and delivery of this Guaranty and such other documents executed in connection herewith, each party irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection it may now, or hereafter have to the laying of venue of any action or proceeding with respect to such documents brought in any such court, and further waives, to the fullest extent permitted by law, any claim that any such action or proceeding brought in any such court has been brought in any inconvenient forum. The prevailing party in any action under this Guaranty shall be awarded its reasonable costs and expenses related to such action, including without limitation, reasonable attorneys' fees and costs. **EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY.** The provisions set forth in this Section shall survive the termination or expiration of this Guaranty.

14. **Notices.** Any notices or other communication to be given under this Guaranty shall be given in writing and sent by (a) personal delivery, (b) internationally recognized expedited delivery service, (c) registered or certified United States mail, postage prepaid, or (d) electronic mail (followed by registered or certified United States mail, postage prepaid) to the following individuals and addresses or to such other address or individual as shall be designated in writing by the applicable party sent in

accordance with this Section:

To Guarantor: Tallgrass Water, LLC
c/o Mark Ritchie
370 Van Gordon Street
Lakewood, CO 80228
mark.ritchie@tallgrass.com

With copy to: Tallgrass Energy, LP
c/o Legal Department
370 Van Gordon Street
Lakewood, CO 80228
legal.notices@tallgrass.com

To the Town Castle Rock Water
c/o Mark Marlowe, Director
175 Kellogg Court
Castle Rock, CO 80109
mmarlowe@crgov.com

With copy to: Town of Castle Rock
Town Attorney's Office
c/o Mike Hyman
100 Wilcox Street
Castle Rock, CO 80104
Attn: Mike Hyman
Email: mhyman@crgov.com

Lyons Gaddis, PC
c/o Madoline Wallace-Gross
515 Kimbark Street, Suite 200
P.O. Box 978
Longmont, Colorado 80502
mwg@lyonsgaddis.com

Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of receipt at the address and in the manner provided herein, or in the case of electronic mail, upon receipt.

15. **Severability.** If any of the provisions or portions or applications thereof of this Guaranty are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions or applications of the Guaranty shall not be affected by same.

16. **Duty to Keep Informed.** Guarantor assumes responsibility for keeping itself informed of the financial condition and performance under the Agreement by Developer until the termination of all of the Obligations and other circumstances bearing upon the risk of nonpayment or default under the Obligations which diligent inquiry would reveal. Guarantor agrees that the Town shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstances.

17. **Entire Agreement.** This Guaranty contains the entire agreement and understanding of Guarantor and the Town with respect to the subject matter of this Guaranty and supersedes all prior agreements and understandings, whether written or oral, of Guarantor and the Town relating to the subject matter of this Guaranty. No oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall be binding on either Guarantor or the Town.

18. **Amendments; Waiver.** No amendment or waiver of any provision of this Guaranty shall be effective unless it is in writing and signed by Guarantor and the Town. No delay on the part of the Town in exercising any right, power or privilege under this Guaranty shall operate as a waiver, nor shall any waiver or any partial exercise of any such right, power or privilege preclude any further exercise of such right, power, or privilege or the exercise of any other such right, power or privilege. No waiver of any breach, term or condition of this Guaranty by the Town shall constitute a subsequent waiver of the same or any other breach, term or condition. No notice to, or demand on Guarantor shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or shall constitute a waiver of the rights of the Town to any other or further action in any circumstances without notice or demand. The rights and remedies expressly provided in this Guaranty are cumulative and not exclusive of any rights or remedies which the Town would otherwise have.

19. **Necessary Acts.** Guarantor and the Town shall each, at the request of the other, execute and deliver, or cause to be executed and delivered, such documents and instruments not otherwise specified herein and take, or cause to be taken, all such other reasonable actions as may be necessary or desirable to more fully and effectively carry out the intent and purposes of this Guaranty.

20. **Counterparts.** This Guaranty may be executed in two or more separate counterparts (including by electronic mail), each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

21. **Captions.** The captions contained in this Guaranty are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Guaranty.

[remainder of page intentionally left blank; two (2) signature pages follow]

EXECUTED AS OF THE DATE SET FORTH IN THE PREAMBLE ABOVE BY THE TOWN:

ATTEST:

TOWN OF CASTLE ROCK

By: _____
Name: Lisa Anderson
Title: Town Clerk

Approved as to form:

By: _____
Name: Michael J. Hyman
Title: Town Attorney

By: _____
Name: Jason Gray
Title: Mayor

Approved as to content:

By: _____
Name: Mark Marlowe
Title: Director of Castle Rock Water

EXECUTED AS OF THE DATE SET FORTH IN THE PREAMBLE ABOVE BY GUARANTOR:

TALLGRASS WATER, LLC,
a Delaware limited liability company

By: _____
Name: Mark Ritchie
Title: Segment President – Commercial Operations (Water)

EXHIBIT 6
(Form of Water Lease Agreement)

See attached.

WATER LEASE AGREEMENT

This Water Lease Agreement (this “Agreement”) dated effective as of the ___ day of _____ 2024 (“Effective Date”), is between the **TOWN OF CASTLE ROCK ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE**, a municipal political subdivision of the State of Colorado (“Lessor”), and **TALLGRASS COLORADO MUNICIPAL WATER, LLC**, a Delaware limited liability company (“Lessee”).

RECITALS

- A. Lessor owns certain Wells and Water Rights pursuant to the Permits (all as defined in Sections 1.1.b and 1.1.c below).
- B. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain amounts of the water pumped from the Wells identified on Exhibit A pursuant to the Permits (the “Water”) on the terms and conditions as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DELIVERY; WATER RIGHTS; VOLUMES

1.1 **Water Deliveries.** Subject to the terms and conditions set forth herein, Lessor hereby agrees to lease to Lessee certain volumes of the Water on the following terms and conditions:

- (a) **Use of Water and Replacement of Depletions.** The parties agree that Lessee will use the Water acquired pursuant to this Agreement in connection with commercial and/or industrial purposes including but not limited the drilling, completion and development of wells for the production of oil and/or natural gas within the State of Colorado (the “Permitted Use”). Lessee shall have the right to resell and fully consume the Water.
- (b) **Water Rights.** Lessor’s rights to divert and use the Water (the “Water Rights”) are pursuant to the decrees in Case Nos. 99CV97 and 98CV1727 District Court, Adams County (the “Decrees”) and the following Amended Final Permits issued by the Colorado Ground Water Commission (the “Commission”): 12123-RFP; 121124-RFP; 14860-RFP; 31526-FP; 31527-FP; 31640-FP; 31643-F-R; 8533 RFP; 8534-FP; 8535-FP; and 31542-FP (collectively, the “Permits”).
- (c) **Receipt of Water.** All Water leased under this Agreement shall be received by Lessee at each wellhead of the Wells subject to the Decrees and Permits (the “Well” or collectively “Wells”) at the connection point between each such Well and Lessee’s submersible pump installed at each such Well (each, a “Receipt Point”). Title, custody,

control, risk of loss, and possession of the Water shall transfer from Lessor to Lessee at each Receipt Point.

(d) **Available Volume; Minimum Volume Commitment.** Subject to the terms and conditions of this Agreement, Lessor agrees to lease to Lessee, upon written notice from Lessee (a "Request Notice"), up to 1,492-acre feet of historical consumptive use ("HCU") attributable to the Water Rights each year during the Term (as hereinafter defined) (the "Available Volume") pumped from the Lessor's Wells pursuant to the Permits; provided that Lessee shall lease at least two hundred fifty-seven (257) acre-feet of HCU from the Water Rights during the Term (the "Minimum Volume Commitment"). Lessee understands and acknowledges that the actual Available Volume available for lease by Lessee shall be subject to any limitations of the physical condition of each existing Well, and Lessor does not warrant or otherwise guarantee the physical condition of any existing Well during the Term. As such, in the event Lessee requests volumes of Water from Lessor that are not operationally available due to such limitations, the Minimum Volume Commitment shall be reduced by such volume so requested and not delivered. Notwithstanding the foregoing, to the extent Lessee has not previously provided Request Notices to Lessor to acquire the entirety of the Available Volume, Lessor shall have the right to lease all or any portion of such Water for which no Request Notice has previously been given to any third-party, subject to Section 1.1(e) below. However, no lease of Water to third parties may be for the drilling, completion, and development of wells for the production of oil and/or natural gas.

(e) **Right of First Refusal.** Throughout the Term (as hereinafter defined), Lessor shall provide Lessee with written notice of Lessor's desire to lease the Water to a third party as permitted in Section 1.1(d) above (the "ROFR Notice"). Lessee shall have the right to lease all, but not part, of the Water set forth in the ROFR Notice, if Lessee provides written notice to Lessor within seven (7) days from receipt of the ROFR Notice. Lessor shall, subject to the terms and conditions of this Agreement, be obligated to honor Lessee's timely written request to purchase such Water set forth in Lessee's written notice. If Lessee elects, in writing, not to lease all of the Water subject to the ROFR Notice or Lessee fails to deliver notice to Lessor of Lessee's election with respect to the Water subject to the ROFR Notice within seven (7) days, Lessee shall be deemed to have elected not to lease and receive the Water set forth in the ROFR Notice and Lessor shall thereafter be free to contract with third parties for such Water.

ARTICLE II PURCHASE PRICE; BILLING

2.1 **Lease Rate and Take or Pay.** Lessee shall pay Lessor twenty cents (\$0.20) per forty-two (42) gallon barrel (or \$1,551.60 per acre-foot) (the "Lease Rate") for all Water leased hereunder during the Term. If at the end of the Term, Lessee has leased an aggregate volume of Water that is less than the Minimum Volume Commitment (as may have been adjusted pursuant to Section 1.1(d)), Lessee shall pay to Lessor an amount equal to (a) the Lease Rate, multiplied by (b) the positive difference between (i) the Minimum Volume Commitment (as may have been adjusted pursuant to Section 1.1(d)), and (ii) the actual volume of Water leased by Lessee during the Term (such amount, the "Deficiency Payment").

2.2 **Billing.** Following the end of each calendar month, Lessor shall furnish Lessee with a statement of Water received by Lessee during the preceding month. Following the end of the last calendar month of the Term, Lessor shall include any Deficiency Payment that may be due and owing pursuant to Section 2.1 above. Lessee shall pay Lessor within thirty (30) days following the date of each statement at Lessor’s address specified in this Agreement. To the extent Lessee desires to pay Lessor by wire transfer or other electronic method, Lessor shall provide Lessee with information to permit the electronic funds transfer or other electronic method, and Lessee shall deliver payments in accordance therewith.

**ARTICLE III
FACILITIES; MEASUREMENT AND LAND RIGHTS**

3.1 **Lessor’s Easement Rights and Authorizations.** Lessor shall maintain all existing easements, government authorizations, permits, licenses, or other authorizations necessary to produce and deliver the Available Volume of the Water to Lessee at each Receipt Point.

3.2 **“As Is” Lease.** LESSOR AND LESSEE UNDERSTAND, ACKNOWLEDGE AND AGREE THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, LESSOR’S LEASE OF ANY SPECIFIC VOLUME OF WATER PRODUCTED FROM LESSOR’S WELLS TO LESSEE, THE WATER QUALITY OF THE WATER LEASED TO LESSEE AND THE ABILITY TO USE THE WATER FOR LESSEE’S PERMITTED USE SHALL BE ON AN “AS IS,” “WHERE IS” BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, LESSOR AND LESSEE HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER OTHER THAN THOSE EXPRESSLY SET FORTH IN ARTICLE V HEREIN.

3.3 **Lessee’s Facilities and Easement Rights.** The construction, operation, maintenance, repair and replacement for Lessee’s facilities and the easements therefore is governed by the Infrastructure Development and Purchase Agreement by and between the Parties, dated _____, 2024.

3.4 **Measurement.** Lessee, at its sole expense, shall furnish, install, operate, and maintain totalizing flow measurement equipment for accurate measurement of the volume of Water received by Lessee at each Receipt Point. Any meter installed hereunder shall be open to inspection by Lessor or its designee, upon written request, and also by the Commission, its designees, and by the Lost Creek Groundwater Management District (the “District”), all at reasonable times when a representative of Lessee is available to be present for such inspection.

3.5 **Calibration of Measurement.** Lessee shall give at least five (5) days’ advance notice to Lessor of the time of any measurement equipment calibrations. Lessor may be present for the calibrations. With respect to any measurement test made hereunder to confirm meter accuracy, a calculation within the then-current standards imposed by the Commission and/or the District (“Standard”). However, if a measurement test shows any discrepancy in measurement that exceeds the Standard, then as soon as reasonably possible thereafter, the tested meter shall be adjusted to meet the Standard. To determine the amount of Water delivered for any period during which the

meter calculation deviates from the Standard, the amount of delivered Water shall be corrected at the rate of inaccuracy for that period of inaccuracy which is definitely known or agreed upon, but in the event such period is not definitely known or agreed upon by the Parties, then for a period of fifteen (15) days prior to the date of said measurement test, the rate of the inaccuracy shall be estimated and agreed upon by the Parties on the basis of the best available data, using the first of the following methods that is feasible:

- (a) by using the calculation of any check meter or meters if installed and accurately calculating;
- (b) by calibration, test, or mathematical calculation using historical volumes of Water diverted through the facilities and corresponding electric power records during preceding periods under similar conditions when the meter was registering accurately; or
- (c) by estimation based on comparison of the quantity of deliveries with deliveries during preceding periods under similar conditions when the meter was calculating accurately.

If the Parties are unable to determine and agree on the correct volume of Water delivered to Lessee for such period, the Parties shall appoint a mutually acceptable independent inspector to determine the correct volume, and the findings of the independent inspector shall be final and binding on the Parties. The Parties shall equally share the cost of the independent inspector.

ARTICLE IV TERM; DEFAULT AND REMEDIES

4.1 **Term.** The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2027, or such earlier date as this Agreement is terminated pursuant to its terms (the "Term").

4.2 **Default; Remedies.** In the event of default hereunder by any party, the remedies upon default are as set forth below unless otherwise provided in this Agreement. The remedies of the parties shall survive termination of this Agreement.

(a) **Payment Default by Lessee.** In the event Lessee fails to timely pay to Lessor any amount specified in this Agreement ("Payment Default"), Lessor shall notify Lessee in writing of the Payment Default and Lessee shall have fourteen (14) days to pay Lessor the amount due.

(b) **Other Default.** A default other than a Payment Default as described in the foregoing paragraph shall be deemed to have occurred if any party breaches its obligations hereunder and fails to cure such breach within thirty (30) days of receipt of notice specifying the breach; provided that so long as a defaulting Party has initiated and is diligently attempting to effect a cure, the defaulting party's cure period shall extend for an additional sixty (60) days.

(c) **Remedies.** Upon any default described above by any party (not cured within the applicable cure period), the non-defaulting party shall be entitled to terminate this Agreement and/or seek any available remedies under law or equity (including, without limitation, specific performance and/or damages, subject to Section 8.6 hereof) and the substantially prevailing party shall also be entitled to recovery of its reasonable attorneys' fees, expert witness fees, and court costs.

ARTICLE V REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 **Lessor's Representations, Warranties and Covenants.** Lessor makes the following representations, warranties and covenants to Lessee, all of which shall be true, correct and complete as of the Effective Date.

(a) Lessor has the full authority and legal right to withdraw and lease the Available Volume of Water.

(b) Lessor and each person signing this Agreement on behalf of Lessor has the full and unrestricted power and authority to execute and deliver this Agreement.

(c) Lessor is not the subject of any: (i) legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature that could be reasonably expected to impact the Water Rights; or (ii) bankruptcy or insolvency proceedings.

(d) There are no agreements with any third parties (including, but not limited to, any leases, use or occupancy agreements, licenses or other rights of possession or any option for any of the foregoing) that would interfere with, conflict with, prohibit or restrict Lessee's use of the Water under this Agreement.

(e) The Water is not subject to any liens, mortgages, deeds of trust, encumbrances, or security interests of any kind, whether or not filed, recorded, or otherwise perfected.

5.2 **Lessee's Representations, Warranties and Covenants.** Lessee represents and warrants to Lessor as of the Effective Date that Lessee and each person signing this Agreement on behalf of Lessee has the full and unrestricted power and authority to execute, perform and deliver this Agreement.

ARTICLE VI INSURANCE

6.1 **Indemnity.** Lessee shall indemnify and hold harmless Lessor, its board members, officers, agents, and employees (collectively, the "Group"), from and against losses, costs, expenses, liabilities, damages, fines, and penalties, (including court costs and reasonable attorneys' fees) (collectively, the "Losses") sustained or incurred by the Group as a result of a demand, claim, proceeding, judgment, or settlement by a third party against one or more of the members of the Group ("Third Party Claim"), to the extent the Losses arise out of the Lessee's (a) material breach of the representations, warranties or covenants of this Agreement, (b) negligence or willful

misconduct, or (c) material failure to comply with applicable law; provided, however, that Lessee's obligations under this Section 6.1 shall not apply to the extent such Losses are caused by any negligent or willful act or omission of, or breach of contract by Lessor, its board members, officers, agents, employees, contractors or assigns.

6.2 Insurance Requirements. Lessee shall maintain, at its own cost and expense, the following types of insurance policies and the minimum limits of insurance coverage during the Term of this Agreement.

- (a) Worker's compensation insurance as required by the laws of the State in which the operations under this Agreement are to be conducted and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence;
- (b) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and including coverage for bodily and personal injury, broad form property damage, premises liability, completed operations and products liability with an annual aggregate limit of not less than \$2,000,000. Such coverage shall not be subject to any exclusions for "Explosion", "Collapse" and/or "Underground" operations;
- (c) Automobile Liability insurance, covering the operation of all owned, hired, rented, or non-owned licensed motor vehicles, with a combined single limit for each occurrence of not less than \$1,000,000; and
- (d) Umbrella Liability coverage in excess of the limits and with terms at least as broad as the coverages outlined in (a) through (c) above, with a combined single limit for bodily injury and property damage of at least \$10,000,000 for each occurrence.

6.3 To the extent commercially and reasonably available, material modification or cancellation of policies providing coverage Lessee hereunder shall only be effective thirty (30) days after written notice of modification or cancellation (except for ten (10) days' notice for non-payment of premium) is delivered to the Lessor from the insurance company or an authorized representative. To the extent not commercially and reasonably available, Lessee shall have the obligation to provide such notice. Prior to commencing work under this Agreement, Lessee shall deliver to Lessor one or more ACORD certificate(s) of insurance evidencing the existence of insurance described above. Lessee shall maintain and upon request, agrees to provide the other with annual renewal certificates evidencing the required coverages so long as this Agreement is in effect.

6.4 Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy, or failure of any such insurance company carrying insurance for Lessee, or failure of any such insurance company to pay claims occurring shall not be held to waive any of the provisions of this Agreement. All of the above-described insurance policies, together with all other insurance policies now owned or purchased in the future by Lessee relating to the facilities to be constructed and operated hereunder, shall contain provisions that state: the insurance companies will have no right of recovery or subrogation against the Lessor ; defense costs shall be outside of the policy limits; and coverage applies separately to each insured entity against whom a claim is made. Lessor shall also be named as an additional insured under all policies, with the exception of the

workers' compensation policy, but only as respects the risks and liabilities assumed by Lessor under this Agreement, and coverage shall be primary and non-contributory to all other policies of the additional insured. Any and all deductibles, self-insured retentions or retrospective premium arrangements that may be carried in the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the respective first named insured party. All insurance policies required to be obtained and maintained must be provided by insurers who are authorized to do business in the State of Colorado with an A.M. Best rating of A-VII or higher.

ARTICLE VII FORCE MAJEURE

7.1 **Excuse for Non-Performance.** If either party fails to observe or perform any of the covenants or obligations imposed upon it by this Agreement other than failure to timely deliver any payment due under this Agreement, then, to the extent that such failure is occasioned by or results from an event of Force Majeure, such failure is excused and deemed not to be a breach of the covenants or obligations by that Party (the "Affected Party").

7.2 **Notice of Force Majeure Event.** The Affected Party shall promptly notify the other party after the occurrence of an event of Force Majeure. Notice under this section shall be provided as specified in this Agreement and may be oral, followed by written notice pursuant to Section 8.4 below.

7.3 **Force Majeure Resolution.** Upon the occurrence of a Force Majeure event, the Affected Party shall use commercially reasonable efforts to remedy such Force Majeure event and shall resume performance of its obligations hereunder within a reasonable timeframe after the Force Majeure event has been remedied. The Affected Party shall provide prompt notice to the other party when the relevant Force Majeure event has been remedied. Notwithstanding anything in this Agreement to the contrary, if despite the Affected Party's commercially reasonable efforts to remedy a Force Majeure event, such Force Majeure event continues for longer than four (4) calendar months after the date of the written notice delivered pursuant to Section 7.2 above, then at any time before the Affected Party provides Notice that the Force Majeure event has been remedied as set forth in Section 7.2, either Party may terminate this Agreement by written notice to the other party.

7.4 **Definition of Force Majeure.** "Force Majeure" means, in relation to a party, any occurrence, condition, situation, or threat thereof that (directly or indirectly) renders that party unable to perform its obligations under this Agreement; provided that:

- (a) such occurrence, condition, situation or threat thereof is not under or within the reasonable control of the party claiming such inability; and
- (b) such party could not have prevented or avoided such occurrence, condition, situation or threat thereof by the exercise of reasonable and good industry practice, and, provided that the foregoing requirements have been met, shall include the following:

- (i) acts of God, including epidemics, landslides, hurricanes, floods, washouts, drought, lightning, earthquakes, storm warnings, perils of the sea, extreme heat or extreme cold, and other adverse weather conditions and threats of any of the foregoing, and whether preceded by, concurrent with, or followed by acts or omissions of any human agency, whether foreseeable or not;
- (ii) acts or omissions of governmental authorities not related to any intentional wrongdoing by the party claiming such inability (or by such Party's affiliates);
- (iii) acts of civil disorder, including acts of sabotage, acts of the public enemy, acts of war (declared or undeclared), blockades, insurrections, riots, mass protests, terrorism or demonstrations or threats of any of the foregoing, and police action in connection with or in reaction to any such act of civil disorder; and
- (iv) acts of industrial disorder, including strikes, lockouts, picketing, and threats of any of the foregoing, breakage of equipment or facility and decrease in supply of water resources.

ARTICLE VIII GENERAL PROVISIONS

8.1 **Survival.** All representations, warranties, indemnities, payment obligations, and other provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

8.2 **Transaction Expenses.** Except as otherwise provided herein and regardless of whether the transactions contemplated hereby are consummated, each party shall pay its own expenses incident to this Agreement and all action taken in preparation for carrying this Agreement into effect.

8.3 **Notice.** Any notice required or permitted pursuant to this Agreement shall be made by (a) communication by electronic mail, with delivery receipt, or (b) communication by letter mailed pursuant to the national postage system of the party providing the notice, postage prepaid, or (c) letter delivered by a delivery service, with delivery receipt. Notice shall be effective upon delivery to or rejection by the other party. For purposes of this Agreement, the parties agree to provide to each other party (1) electronic mail addresses, including additional electronic mail addresses that shall be included in the notice, and (2) a mailing and delivery address, including additional addresses that shall be included in the notice. The parties may change the electronic mail addresses and mailing and delivery addresses from time-to-time or anytime by notice to the other party. The initial addresses of the parties shall be the following:

If to Lessee, addressed to:

Tallgrass Colorado Municipal Water, LLC
370 Van Gordon Street
Lakewood, CO 80228
Attn: Mark Ritchie
Tel: (303) 763-3659
Email: mark.ritchie@tallgrass.com

With a copy to:

Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
Attn: Legal Department
Tel: (303) 763-2950
Email: legal.notices@tallgrass.com

If to Lessor, addressed to:

Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
Attn: Director of Castle Rock Water
Tel: 720.733.6001
Email: mmarlowe@crgov.com

With a copy to:

Town of Castle Rock
Town Attorneys' Office
100 Wilcox Street
Castle Rock, CO 80104
Attn: Mike Hyman
Tel: (303) 660-1398
Email: mhyman@crgov.com

8.4 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Colorado, regardless of the laws that might otherwise govern under conflict of law principles. Any legal suit, action, or proceeding arising out of or related to this Agreement or the transactions contemplated hereby shall be instituted in the District Court of the State of Colorado located in the City and County of Denver, Colorado. Each of the Parties irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement.

8.5 Limitation on Liability. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO RECEIVE DAMAGES FROM ANY OTHER PARTY BASED ON ANY THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES (EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE INCLUDED IN INDEMNIFIABLE LOSSES RESULTING FROM A THIRDPARTY CLAIM IN ACCORDANCE WITH ARTICLE VI).

8.6 Entire Agreement; Amendment and Waiver. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Each party agrees that no other party (including its agents and representatives) has made any representation, warranty, covenant, or agreement to or with such party relating to this Agreement or the transactions contemplated hereby, other than those expressly set forth herein. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by each party to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereof (regardless of whether similar), nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

8.7 **Assignment; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Neither party may assign or transfer this Agreement or any of its rights, benefits or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

8.8 **Severability.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, Lessee and Lessor shall promptly meet and negotiate substitute provisions for those rendered or declared illegal or unenforceable, but all of the remaining provisions of this Agreement shall remain in full force and effect.

8.9 **Interpretation.** It is expressly agreed by the parties that this Agreement shall not be construed against any party, and no consideration shall be given or presumption made, on the basis of who drafted this Agreement or any provision hereof or who supplied the form of this Agreement. Each party agrees that this Agreement has been purposefully drawn and correctly reflects its understanding of the transactions contemplated by this Agreement and, therefore, waives the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. Unless the context requires otherwise, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation,” regardless of whether “without limitation” is actually used in the provision, (b) the word “or” is not exclusive, regardless of whether “and/or” is used in the applicable provision, and (c) the words “shall,” “will,” and “agree” have the same meaning, force, and effect.

8.10 **Headings.** Titles and subtitles of sections or articles contained herein are for convenience only and have no legal or other effect on the terms of this Agreement.

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

8.12 **Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to Lessor, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Lessor and, in particular, governmental immunity afforded or available to the Lessor pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

8.13 **No agency.** Lessee is acting as an independent contractor. Lessee has no power or authority to assume or create any obligation on behalf of Lessor. Lessee is not Lessor’s agent and Lessee’s employees are not the Lessor’s employees for any purpose.

(signature page follows)

The parties have executed this Agreement with effect as of the Effective Date.

Lessor:

TOWN OF CASTLE ROCK

By: _____

Name: _____

Title: _____

Lessee:

**TALLGRASS COLORADO MUNICIPAL
WATER, LLC,**

a Delaware limited liability company

By: _____

Name: Mark Ritchie

Title: Segment President – Commercial
Operations (Water)

Exhibit A
(Wells; Available Volume)

The Available Volume for the Permitted Use shall not exceed 1,492 acre-feet per year which may be supplied from any of Lessor's Wells in up to the following amounts which shall not exceed the limitations set forth in the Permits:

Well Permit #	12123-RFP**	12124-RFP	14860-RFP**	31526-FP	31527-FP	31640-FP	31643-F-R	8533-RFP	8534-FP**	8535-FP	31542-FP	Total
Changed Use Appropriation	163.1	106.4	74.3	144.4	139.1	297.2	111.3	84.0	81.5	96.9	193.3	1492