

FIRST AMENDMENT TO CONTRACT FOR PURCHASE AND SALE OF WATER LINE CAPACITY

This First Amendment to Contract for Purchase and Sale of Water Line Capacity ("Amendment") is made this 9TH day of February, 2017 (the "Effective Date") between **PIONEER METROPOLITAN DISTRICT NO. 3**, a Title 32 District formed and existing under the laws of the State of Colorado, ("**Seller**") whose address is c/o McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado 80203, and the **TOWN OF CASTLE ROCK BY AND THROUGH THE TOWN OF CASTLE ROCK WATER ENTERPRISE** ("**Buyer**") whose address is 100 N. Wilcox Street, Castle Rock, CO 80104.

WHEREAS, Seller and Buyer have entered into that certain the Contract for Purchase and Sale of Water Line Capacity dated October 14, 2016 ("Agreement") attached hereto as **EXHIBIT A**.

WHEREAS, Seller and Buyer desire to amend the Agreement.

NOW, THEREFORE, Buyer and Seller agree as follows:

1) Paragraph 6 of the Agreement shall be amended and restated as follows:

6. **Closing.** The closing of the transaction contemplated by this Agreement ("Closing") shall take place on a mutually acceptable date within thirty (30) days after the earlier of: 1) The Colorado Groundwater Commission's issuance of amended final permits to PV, LLC for Well Permit Nos. 12123-FP, 12124-FP, 31526-FP, 31527-FP, 31643-FP, 14860-FP, and 31640-FP ("Amended Final Permits") each containing no limitation on the place of use of the groundwater once exported from the Lost Creek Designated Groundwater Basin; or 2) May 15, 2017, subject to subparagraph 6.d. below. Closing shall occur at the offices of the Title Company or at such other time and place as may be mutually agreed upon by the parties.

a) At closing, Buyer shall pay to Seller an amount equal to Purchase Price minus the Earnest Money, and all interest earned thereon, by cash, certified funds or wire transfer.

b) At closing, Seller shall execute and deliver to Buyer an assignment of the Water Line Agreement free from all liens, encumbrances, or adverse claims.

c) At closing, Seller shall execute and deliver such affidavits, instruments, agreements or other documents as may be reasonably required to complete the transaction contemplated under this Agreement.

d) Buyer's obligation to close on the Water Line and Water Line Agreement is specifically contingent on the PV, LLC obtaining Amended Final Permits from the Colorado Groundwater Commission each containing no limitation on the place of use of the groundwater once exported from the Lost Creek Designated Groundwater Basin.

If the Commission fails to issue permits meeting such criteria by May 15, 2017, Buyer may terminate the Agreement.

2) All other terms and conditions of the Agreement shall remain in full force and effect, and the parties reserve their respective rights under the Agreement, as amended, including to retain, or obtain a refund of, the Earnest Money.

SELLER:

PIONEER METROPOLITAN DISTRICT NO. 3

By:

Name

Joel H. Farkas, President

Title

Date:

2/10/16

STATE OF COLORADO)

) ss.

COUNTY OF Arapahoe)

Subscribed and sworn to before me by Joel H. Farkas, the President of the Pioneer Metropolitan District No. 3, this 10th day of February 2017.

Witness my hand and official seal.

Toni Serra
Notary Public

My commission expires: 01-27-2021



BUYER:

THE TOWN OF CASTLE ROCK BY AND
THROUGH THE TOWN OF CASTLE ROCK
WATER ENTERPRISE

ATTEST:

By:



David Corliss, Town Manager

Date:

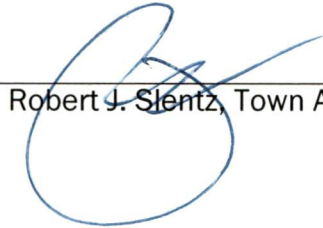
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By:



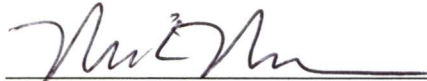
Sally A. Misare, Town Clerk

Approved as to form:



Robert J. Slentz, Town Attorney

Approved as to content:



Mark W. Marlowe, Director of Castle
Rock Water