

# WATER PROVIDER AGREEMENT AMENDMENT NO. 6

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Natural Resources 1313 Sherman St, Room 718 Denver, CO 80203	<b>Original Contract Number</b> CMS 84618 CT2016-2291 <b>Amendment No. 1 Contract Number</b> CMS 112961 <b>Amendment No. 2 Contract Number</b> CMS 121962 <b>Amendment No. 3 Contract Number</b> CMS 161124 <b>Amendment No. 4 Contract Number</b> CMS 177647 <b>Amendment No. 5 Contract Number</b> CMS 178580
<b>Water Provider</b> Town of Castle Rock 100 N. Wilcox Street Castle Rock, CO 80104	<b>Amendment No. 6 Contract Number</b> CMS 191424
	<b>Contract Performance Beginning Date</b> October 16, 2015
	<b>Contract Expiration Date</b> Not Applicable

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>WATER PROVIDER TOWN OF CASTLE ROCK</b></p> <p>By: _____           Name: <u>Jason E. Gray</u>           Title: <u>Mayor</u>           Date: _____</p> <p style="text-align: center;"><b>ATTEST:</b></p> <p>By: _____           Name: <u>Lisa Anderson</u>           Title: <u>Town Clerk</u>           Date: _____</p> <p style="text-align: center;"><b>Approved as to form:</b></p> <p>By: _____           Name: <u>Michael J. Hyman</u>           Title: <u>Town Attorney</u>           Date: _____</p> <p style="text-align: center;"><b>Approved as to content:</b></p> <p>By: _____           Name: <u>Mark Marlowe</u>           Title: <u>Director of Castle Rock Water</u>           Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared Polis, Governor <b>DEPARTMENT OF NATURAL RESOURCES</b> Dan Gibbs, Executive Director</p> <p>By: _____</p> <p style="text-align: center;">Name: Timothy Mauck Title: Deputy Director</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">By: _____           Name: <u>Nathan Manley</u>           Title: <u>Contract Specialist</u></p> <p style="text-align: center;">Amendment Effective Date: _____</p>	

**1. PARTIES**

This Amendment (the “Amendment”) to the Original Water Provider Agreement, referenced by the CMS number shown on the Signature and Cover Page for this Amendment (the “WPA”) is entered into by and between the Water Provider, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the WPA shall be construed and interpreted in accordance with the WPA.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown with the State Controller’s Signature for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the WPA contained herein shall commence on the Amendment Effective Date shown with the State Controller’s Signature for this Amendment and shall terminate on the termination of the WPA.

**4. PURPOSE**

Water Provider has acquired 129 acre-feet of storage space in Chatfield Reservoir from the Colorado Water Conservation Board. This Amendment modifies the WPA to reflect this increase in Water Provider’s pro rata ownership of storage space in Chatfield Reservoir.

**5. MODIFICATIONS**

The WPA and all prior amendments thereto, if any, are modified as follows:

- A. Section II, Definition of Terms: In Paragraph II.C., the percentage “3.490%” is hereby deleted and replaced with “4.117%.”
- B. Section III, Rights Granted to Water Provider: In Paragraph III.A., the number “719” is hereby deleted and replaced with “848.”

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the WPA, and the WPA and all prior amendments or other modifications to the WPA, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the WPA, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the WPA or any prior modification to the WPA, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the WPA to the extent that this Amendment specifically modifies those Special Provisions.