

**EXHIBIT 1**

**FIRST AMENDMENT TO  
EXTRATERRITORIAL SERVICE CONTRACT**

**DATE:** \_\_\_\_\_, 2016.

**PARTIES:** **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

**DIOCESE OF COLORADO SPRINGS**, 228 North Cascade, Colorado Springs, Colorado 80903 (“Owner”)

**RECITALS:**

A. Chapter 13.12 of the Castle Rock Municipal Code (“13.12 CRMC”) authorizes the extension of water and/or wastewater service to properties outside of the municipal boundaries of the Town pursuant to service contract.

B. Town and Owner are parties to an Extraterritorial Service Contract dated April 24, 2007, (“Service Contract”) by which the Town agreed to provide Owner with water service for the limited purpose of fire suppression for the property located at (church address) (“Property”).

C. Owner has requested, and the Town has agreed to amend the Service Agreement to expand the service commitment under the Service Contract and provide water service to the Property.

D. Owner desires to receive water service from the Town in accordance with the terms and conditions set forth in this First Amendment to Extraterritorial Service Contract.

E. Town shall discharge its obligation under this Service Contract by and through the Castle Rock Water Enterprise.

**COVENANTS:**

**THEREFORE**, in consideration of these mutual promises, the parties agree and covenant as follows:

**Section 1. Water Service Connection.** Owner already has infrastructure in place for a metered connection to the Town’s water system. Town shall permit Owner to make the necessary modifications to its existing connection to the Town’s water system in order to implement service to the Property. Owner shall bear all costs of the physical connection to such Town systems. Owner may acquire a 1-1/2-inch water meter upon payment of the applicable fees (including but not limited to System Development Fee, Water Resource Fee and Meter Set Fee) imposed under 13.12 CRMC.

**Section 2. Water Service Charges.** Monthly services charges shall be imposed and billed at the rates imposed under 13.12 CRMC. Owner acknowledges Town has the right to enforce collection and payment of water service charges provided to the Property as authorized under 13.12 CRMC. The use of municipal water service shall be in compliance with the Castle Rock Municipal Code, Town regulations and standard service conditions imposed on all municipal customers.

**Section 3. No Surcharge.** Owner will not be assessed the surcharge on fees and monthly service charges which may be imposed under 13.12.040 of the Castle Rock Municipal Code. However, in the event Owner sells or leases the Property resulting in non-Diocese use of the Property, the 25% surcharge shall be imposed.

**Section 4. No Obligation.** This Service Contract creates a right, but not the obligation of Owner to obtain municipal services. Neither execution of this First Amendment, nor the procurement of municipal services obligates Owner to seek annexation of the Property.

**Section 5. Lapse of Service Contract.** In the event Owner does not connect to the Town's water system by December 31, 2016, thereafter this Service Contract shall lapse and be of no further force or effect.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Sally Misare, Town Clerk

\_\_\_\_\_  
Paul Donahue, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Utilities

**STATE OF COLORADO**            )  
  ) ss.  
**COUNTY OF DOUGLAS**        )

The fore going instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Sally A. Misare as Town Clerk and Paul Donahue as Mayor of the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**OWNER:**

**DIOCESE OF COLORADO SPRINGS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )  
 ) *ss.*  
**COUNTY OF** \_\_\_\_\_ )

The fore going instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ for the Diocese of Colorado Springs.

Witness my official hand and seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public