

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE  
OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL REGARDING GROUND  
WATER RIGHTS, EASEMENTS AND RELATED IMPROVEMENTS**

This FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL REGARDING GROUND WATER RIGHTS, EASEMENTS AND RELATED IMPROVEMENTS ("First Amendment") is made and entered into this \_\_\_\_ day of May, 2019 by and between the Town of Castle Rock, a Colorado home rule municipal corporation by and through the Town of Castle Rock Water Enterprise (the "Town" or "Seller") and Dominion Water & Sanitation District, acting in its capacity as a Water Activity Enterprise ("Dominion" or "Buyer"), (jointly "Parties").

**RECITALS:**

WHEREAS, the Town and Dominion entered into that certain Intergovernmental Agreement for the Option to Purchase and Right of First Refusal Regarding Ground Water Rights, Easements and Related Improvements dated March 5, 2019 ("Agreement"), whereby Dominion has the right to exercise its option to purchase certain water rights, easements and appurtenances underlying the Cherokee Ranch & Castle Foundation property in Douglas County, Colorado; and

WHEREAS, the Parties desire to amend the Agreement as set forth below.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Dominion agree to amend the Agreement as follows:

1. **Section 3.1** is hereby amended to read: At the end of the Due Diligence Period, Dominion shall elect whether to exercise its Initial Option. If Dominion does not exercise its Initial Option and terminates this Option Agreement, then all further option rights and all rights shall terminate as described in Section 2. If Dominion elects to exercise the Initial Option, then the Parties shall, within 60 days, Close on a minimum of three hundred (300) acre feet of the Water Rights, as provided in Section 4. Pursuant to this amendment, the Initial Closing shall be changed from June 17, 2019 to August 2, 2019.

The remainder of Section 3.1 is unchanged.

2. General Provisions. The following provisions shall apply with respect to this First Amendment:

(a) Except as modified herein, the Agreement is in full force and effect and is hereby ratified by the Town and Dominion.

(b) Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

(c) In the event of any conflict between the Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.

(d) This First Amendment may be executed in counterparts, each of which (or any combination of which) when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by telecopier or electronic mail and upon receipt shall be deemed originals and binding upon the parties hereto, and actual originals shall be promptly delivered thereafter.

NOW, THEREFORE, the Parties hereto have executed this First Amendment as of the date indicated above.

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Jason Gray, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Anderson, Town Clerk

Approved as to form:

Approved as to content:

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

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**DOMINION    WATER    &    SANITATION  
DISTRICT**

---

Harold Smethills, President

ATTEST:

---

Tiffany Ramaekers, Secretary