

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF CASTLE ROCK AND
DOMINION WATER AND SANITATION DISTRICT
(PARKER MIDSECTION PIPELINE/CANYONS PUMP STATION
CAPACITY LICENSE AGREEMENT)**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2021 (the “Effective Date”), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise (“Castle Rock”), and Dominion Water and Sanitation District, acting by and through its Sterling Ranch Water Activity Enterprise, (“Dominion”) (individually a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, each of the Parties operates a water delivery system to provide water service to their customers; and

WHEREAS, the Parties are both members of the South Metro WISE Authority, which was formed to manage the delivery of excess water from Denver Water and Aurora to the members of the South Metro WISE Authority under the terms of the 2013 WISE Partnership Agreement; and

WHEREAS, Castle Rock and Dominion are parties to a Wheeling Agreement establishing the terms and conditions to which Castle Rock will wheel Dominion’s water through its infrastructure; and

WHEREAS, Castle Rock and PWSD are parties to a separate Wheeling Agreement establishing the terms and conditions to which PWSD will wheel Castle Rock’s water through Wheeling Infrastructure; and

WHEREAS, per Section 5 of the PWSD Wheeling Agreement, Castle Rock has temporary licensed capacity in a portion of the Midsection Infrastructure that expires on December 31, 2023; and

WHEREAS, Section 5.B. of the PWSD Wheeling Agreement indicates that Castle Rock and PWSD intend to construct a new 42-inch water transmission pipeline (also referred to herein as the Parker Midsection Pipeline) to convey CR Water that will parallel PWSD’s existing 24-inch waterline; and

WHEREAS, Castle Rock and PWSD have further acknowledged the need to undertake an expansion of the Canyons Pump Station to accommodate the conveyance of water from the Midsection Infrastructure to the Castle Rock Water system; and

WHEREAS, to this end, Castle Rock and PWSD have entered into a separate agreement to share costs in the design and construction of, and to allocate capacity in the Parker Midsection Pipeline and the Canyons Pump Station Expansion; and

WHEREAS, Dominion requires permanent capacity in the Parker Midsection Pipeline in order to move its water through PWSD's system and into Castle Rock's system for subsequent delivery to Dominion; and

WHEREAS, the Parties find and determine that it is in the best interests of their respective customers to set forth the terms and conditions by which Castle Rock will grant to Dominion a license in the permanent capacity of the Parker Midsection Pipeline and Canyons Pump Station.

NOW, THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

1. DEFINITIONS

The following terms, when capitalized, have the meanings indicated:

- A. "Canyons Infrastructure" means the portion of the water delivery infrastructure that is used to convey potable water owned or controlled by Castle Rock from the Midsection Infrastructure to the Castle Rock water system as shown on Exhibit A-1, which Infrastructure includes the Canyon Pump Station.
- B. "Canyons Pump Station Expansion" means all improvements to the existing Canyons Pump Station undertaken for the purpose of expanding its capacity to 13 MGD, as more particularly described in Exhibit A and shown on Exhibit A-1.
- C. "CR Water" means Castle Rock's share of potable water received from Denver Water and Aurora pursuant to the terms of the WISE Partnership – Water Delivery Agreement and the South Metro WISE Authority Formation and Organizational Intergovernmental Agreement and other potable water, which Castle Rock has a right to convey through the Wheeling Infrastructure. For purposes of this Agreement, "CR Water" does not include non-potable water.
- D. "Dominion" means the Dominion Water and Sanitation District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes.
- E. "Dominion Estimated Costs" means Dominion's proportional share of the Estimated Infrastructure Costs, as more particularly described in Exhibit B.
- F. "Dominion Final Costs" means Dominion's proportional share of the Final Infrastructure Costs, as more particularly described in the amended Exhibit B.

- G. “Estimated Infrastructure Costs” means the estimated costs of designing, constructing and installing the Project Infrastructure, as more particularly described in Exhibit B.
- H. “Final Infrastructure Costs” means the final costs of designing, constructing and installing the Project Infrastructure, as more particularly described in the amended Exhibit B.
- I. “MGD” means million gallons per day.
- J. “Midsection Infrastructure” means infrastructure owned and operated by PWSD between the RidgeGate Infrastructure and the Canyons Infrastructure, a portion of which will be used to convey potable water to Castle Rock as shown on Exhibit A-1.
- K. “Operations Plan” means the Rueter-Hess Reservoir Operations Plan dated January 25, 2008.
- L. “Parker Midsection Pipeline” means a new 42-inch water transmission pipeline generally running parallel to PWSD’s existing 24-inch midsection pipeline, as more particularly described in Exhibit A and shown on Exhibit A-1.
- M. “Point of Delivery” means the point designated in Exhibit A-1 where the CR Water is delivered from the Wheeling Infrastructure to Castle Rock.
- N. “Points of Receipt” means the points designated in Exhibit A-1 where the CR Water is introduced into the Wheeling Infrastructure.
- O. “Project” means the design, construction, and installation of certain necessary improvements to PWSD’s Wheeling Infrastructure, including the Parker Midsection Pipeline and the Canyons Pump Station Expansion.
- P. “Project Infrastructure” means the Parker Midsection Pipeline and the Canyons Pump Station Expansion, all as more particularly described in the attached Exhibit A and shown on the attached Exhibit A-1.
- Q. “PWSD” means the Parker Water and Sanitation District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes.
- R. “PWSD Estimated Costs” means PWSD’s proportional share of the Estimated Infrastructure Costs, as more particularly described in Exhibit B.
- S. “PWSD Final Costs” means PWSD’s proportional share of the Final Infrastructure Costs, as more particularly described in amended Exhibit B.

- T. “RidgeGate Infrastructure” means the water delivery pipeline and related facilities owned and operated by PWSD, which is used to convey WISE water from the pipeline referred to as the WISE Western Pipeline to the PWSD Rueter-Hess Water Purification Facility (RHWPF) where the Midsection Infrastructure begins as shown on Exhibit A-1.
- U. “Rueter-Hess Agreement” means the Rueter-Hess Reservoir Water Storage Space Intergovernmental Agreement dated August 26, 2008 and recorded with the Douglas County Clerk and Recorder on August 28, 2008 at Reception No. 2008060219.
- V. “Storage Documents” means the Rueter-Hess Agreement, the Operations Plan, and all other permits, agreements, policies, rules and regulations, and applicable laws governing storage of water in Rueter-Hess Reservoir.
- W. “Wheeling Agreement” means the Wheeling Agreement, dated March 6, 2018, by and between the Town of Castle Rock and Parker Water and Sanitation District.
- X. “Wheeling Infrastructure” means the PWSD water delivery infrastructure and facilities used to convey CR Water from the Point of Receipt to the Point of Delivery, as listed on Exhibit A-1, which shall consist of the three sections referred to as the RidgeGate Infrastructure, and the Midsection Infrastructure, and the Canyons Infrastructure.
- Y. “WISE Organizational Agreement” means the 2013 South Metro WISE Authority Formation and Organizational Intergovernmental Agreement by and between Centennial Water & Sanitation District, the Town of Castle Rock, Denver Southeast Suburban Water & Sanitation District, Cottonwood Water and Sanitation District, Inverness Water & Sanitation District, Dominion Water & Sanitation District, Parker Water and Sanitation District, Meridian Metropolitan District, Stonegate Village Metropolitan District, and Rangeview Metropolitan District.
- Z. “WISE Partnership Agreement” means the 2013 WISE Partnership – Water Delivery Agreement (WDA) by and between Denver Water, the City of Aurora, and the South Metro WISE Authority.

2. DESCRIPTION OF PROJECT. Due to Castle Rock’s expanding water needs, Castle Rock has entered into a separate agreement with PWSD to initially fund and undertake the Project. As part of that agreement, PWSD has acknowledged that Castle Rock, from its proportional share in the permanent capacity of the Parker Midsection Pipeline and the Canyons Pump Station, will grant a license to Dominion in the permanent capacity of said infrastructure by virtue of this Agreement. In consideration thereof, Dominion agrees to reimburse Castle Rock for all Dominion Final Costs. The Project Infrastructure is more particularly described in Exhibit A and shown on Exhibit A-1, which exhibits are attached hereto and incorporated herein by this reference.

3. ALLOCATION OF DESIGN, CONSTRUCTION, AND INSTALLATION COSTS.

- A. The Estimated Infrastructure Costs, including Dominion's Estimated Costs, are set forth in Exhibit B, which exhibit is attached hereto and incorporated herein by this reference. The Estimated Infrastructure Costs shall include, without limitation, the following costs incurred by Castle Rock: (i) staff time spent administering the work set forth herein; (ii) construction and contract management; and (iii) easement acquisition and any right-of-way permitting fees. Dominion acknowledges and agrees that Castle Rock staff time shall not be tracked. Instead, the costs of Castle Rock staff time shall be set at one percent (1%) of the Estimated Infrastructure Costs.
- B. Dominion acknowledges and agrees that the actual costs of the Project Infrastructure may vary from the Estimated Infrastructure Costs. Upon completion of the Project Infrastructure, Castle Rock shall prepare an amended Exhibit B showing the Final Infrastructure Costs, including the Dominion Final Costs. The amended Exhibit B shall be substituted for the original Exhibit B as part of this Agreement. Castle Rock shall provide a copy of the amended Exhibit B to Dominion upon completion of the Project Infrastructure. At Dominion's request, Castle Rock shall provide records relating to the design and construction of the Project Infrastructure, including copies of each draw request from Castle Rock's general contractor, together with paid invoices or such other documentation as may be available and reasonably requested for Dominion to verify the Final Infrastructure Costs. The Parties shall cooperate to resolve any disputes concerning either the Final Infrastructure Costs or the Dominion Final Costs informally. If the Parties are unable to resolve their dispute informally, they shall submit the dispute to non-binding mediation before a mutually agreed upon mediator. If the Parties remain unable to resolve their dispute within sixty (60) days of commencing mediation, the Parties may pursue any remedies lawfully available to them.
- C. The Estimated Infrastructure Costs may increase at any time during the design, construction or installation of the Project Infrastructure. Accordingly, the Estimated Infrastructure Costs may be adjusted at any time by Castle Rock. Castle Rock shall administer the Project in substantially the same manner and with the same care as other Castle Rock projects of a similar scope and nature. Castle Rock shall manage all change orders and costs adjustments. Adjusted cost estimates will be made based upon actual construction bids or change orders. If the Estimated Infrastructure Costs are adjusted, Castle Rock shall give written notice to Dominion.
- D. Castle Rock agrees to pay for all costs for pipeline easement research, design, construction and construction management during design and construction of the Project and will track these costs during the course of the Project.

- E. Castle Rock agrees to undertake the acquisition of all real property interests necessary to construct the Project. All easements will be dedicated to PWSD at the time of conveyance of the Project Infrastructure. By separate agreement, PWSD has agreed to cooperate with the acquisition of easements required for completion of the Project.
- F. Upon execution of this Agreement, Dominion shall convey by Bill of Sale in the form attached as Exhibit C to Castle Rock the following capacities in the WISE Infrastructure:
- (1) 0.59 MGD in the Western Pipeline valued at \$772,281;
 - (2) 0.21 MGD in the Binney Connection valued at \$275,044;
 - (3) 0.25 MGD in the State Land Board Line valued at \$187,546; and
 - (4) 1.24% in the DIA Connection valued at \$77,326
- G. Upon the later of January 15, 2024 or final completion of the Project as defined in the Project contract, Castle Rock will invoice Dominion for the Dominion Final Cost of the Project based on its pro-rata share of the capacity, less the total value of the infrastructure capacity described in paragraph 3.F. Payment shall be made in full by Dominion within forty-five (45) days following receipt of the invoice.

4. CAPACITY ALLOCATION.

- A. Capacity Reservation and Allocation. By separate agreement, concurrent with the transfer of ownership from Castle Rock to PWSD of the Project Infrastructure, PWSD has agreed to grant Castle Rock a license for Castle Rock's proportional share in the permanent capacity of the Parker Midsection Pipeline and the Canyons Pump Station. From its proportional share, Castle Rock shall grant a license to Dominion in the permanent capacity of the Parker Midsection Pipeline and the Canyons Pump Station. This will result in an allocation of permanent capacity in the Parker Midsection Pipeline of 27.67% for Castle Rock, 13.21% for Dominion, and 59.12% for PWSD and permanent capacity in the Canyons Pump Station of 8.8 MGD for Castle Rock, 4.2 MGD for Dominion, and 5.3 MGD for PWSD, with a final total capacity of 18.3 MGD for PWSD; provided, however that PWSD does not intend to expand its pump station capacity at this time.
- B. Access Restriction. Castle Rock acknowledges that the License granted herein is for capacity in the Project Infrastructure only. Following the transfer of ownership of the Project Infrastructure from Castle Rock to PWSD and the grant of a license therein from Castle Rock to Dominion, Dominion shall not at any time access the Project Infrastructure or other facilities or property owned or controlled by PWSD, except pursuant to the terms, restrictions and conditions set forth in this Agreement.
- C. License Capacity. The total capacity of the Project Infrastructure is set forth in Exhibit A. The License granted by Castle Rock to Dominion is limited to the capacities set forth in Exhibit A, which may be sold or assigned by Dominion

pursuant to the same procedures as set forth in Section 5.F of the WISE Organizational Agreement relating to the assignment or sale of participant pro-rata shares. If the total capacity of the Project Infrastructure is in excess of the amounts set forth in Exhibit A (due to operation of the Project Infrastructure at a higher flow rate than currently anticipated or for any other reason), any excess capacity allocated by Castle Rock by PWSD shall be reallocated between Castle Rock and Dominion based on their pro-rata share of the total capacity set forth in Exhibit A.

- D. Capacity Restriction. If capacity in the Project Infrastructure is restricted on account of maintenance, emergencies, force majeure, or legal or regulatory requirements, PWSD, by separate agreement, has agreed to forthwith advise Castle Rock and Dominion of such capacity restriction and the anticipated duration thereof, and to apportion capacity in the Project Infrastructure based upon Castle Rock's and Dominion's proportional share of Project Infrastructure capacity.
- E. Conveyance and Delivery of Non-WISE Project Water. Dominion may use its licensed capacity in the Project Infrastructure for the delivery of non-WISE Project water; provided the quality of the non-WISE Project water being delivered through the Project Infrastructure meets the same standards as those applicable to WISE Project Water.
- F. Limitations. The allocation of costs set forth herein between Castle Rock and Dominion is intended to apply solely to the costs of designing and constructing the Project Infrastructure, and shall not be construed to include costs and fees related to the maintenance, repair, or replacement of the Project Infrastructure, or conveyance or "wheeling" of Dominion's water through the Project Infrastructure.

5. DEFAULT/REMEDIES. In the event a Party deems the other Party to be in default, it shall provide written notice indicating the event of default. The defaulting party shall have thirty (30) days from the date of the notice to cure the stated default or, if such default is not capable of being cured within thirty (30) days, cure of such default shall commence and be diligently pursued. In no event shall the cure period exceed thirty (30) days for monetary defaults, or sixty (60) days for non-monetary defaults, except by written consent of the non-defaulting party. In the event the defaulting party has failed to cure in accordance with this Section, the non-defaulting party may pursue all available remedies at law or equity.

6. MISCELLANEOUS.

- A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.
- B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof, and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

- C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.
- D. Counterpart Execution. The Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.
- E. 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 the Parties or their officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity that may be afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- F. Assignability. This Agreement and the License granted herein may be assigned, pledged or transferred, in whole or in part, by a Party pursuant to the terms and requirements of Section 14 of the WISE Organizational Agreement procedure relating to the assignment, pledge or transfer of the Member's Pro Rata Share.
- G. No Public Dedication/No Third Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general, and no third party beneficiary interests are created nor intended to be created by this Agreement.
- H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- I. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

If to Castle Rock: Town of Castle Rock
 Attn: Director of Castle Rock Water
 175 Kellogg Court
 Castle Rock, CO 80109

with copy to: Town of Castle Rock
 Attn: Town Attorney
 100 N. Wilcox Street

Castle Rock, CO 80104

If to Dominion: Dominion Water and Sanitation District
Attn: General Manager
9250 E. Costilla Avenue, Suite 210_
Greenwood Village, CO 80012

with copy to: White Bear Ankele
Tanaka & Waldron
Attn: Blair M. Dickhoner, Esq.
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Phone (303) 858-1800
Email: bdickhoner@wbapc.com

- J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- K. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for county in which a Party has its principal place of business.
- L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the successors, and assigns of the Parties.
- M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time. Any capitalized term not defined herein shall have the meaning set forth in the definitions of the Organizational Agreement.
- N. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.
- O. Non-Severability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.
- P. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party

or as to both Parties, the Parties will immediately negotiate valid alternative portions) that as near as possible give effect to any stricken portion(s).

- Q. Force Majeure. Each Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; action of the government (except the parties hereto); war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants or facilities by the federal, state or local government (except the parties hereto); and national fuel shortage, when satisfactory evidence of such cause is presented to the other Party, and provided further, that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the Party not performing.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

(Signature pages to 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 Castle Rock Water

ATTEST:

DocuSigned by:
Trina Hartman
DAD91EA5761840F...

By: Trina Hartman
Title: Secretary

**DOMINION WATER AND
SANITATION
DISTRICT**

DocuSigned by:
Jeffrey LaForte
E83ABF2F1B794E0...

By: Jeffrey LaForte
Title: President

EXHIBIT A
DESCRIPTION OF PROJECT INFRASTRUCTURE

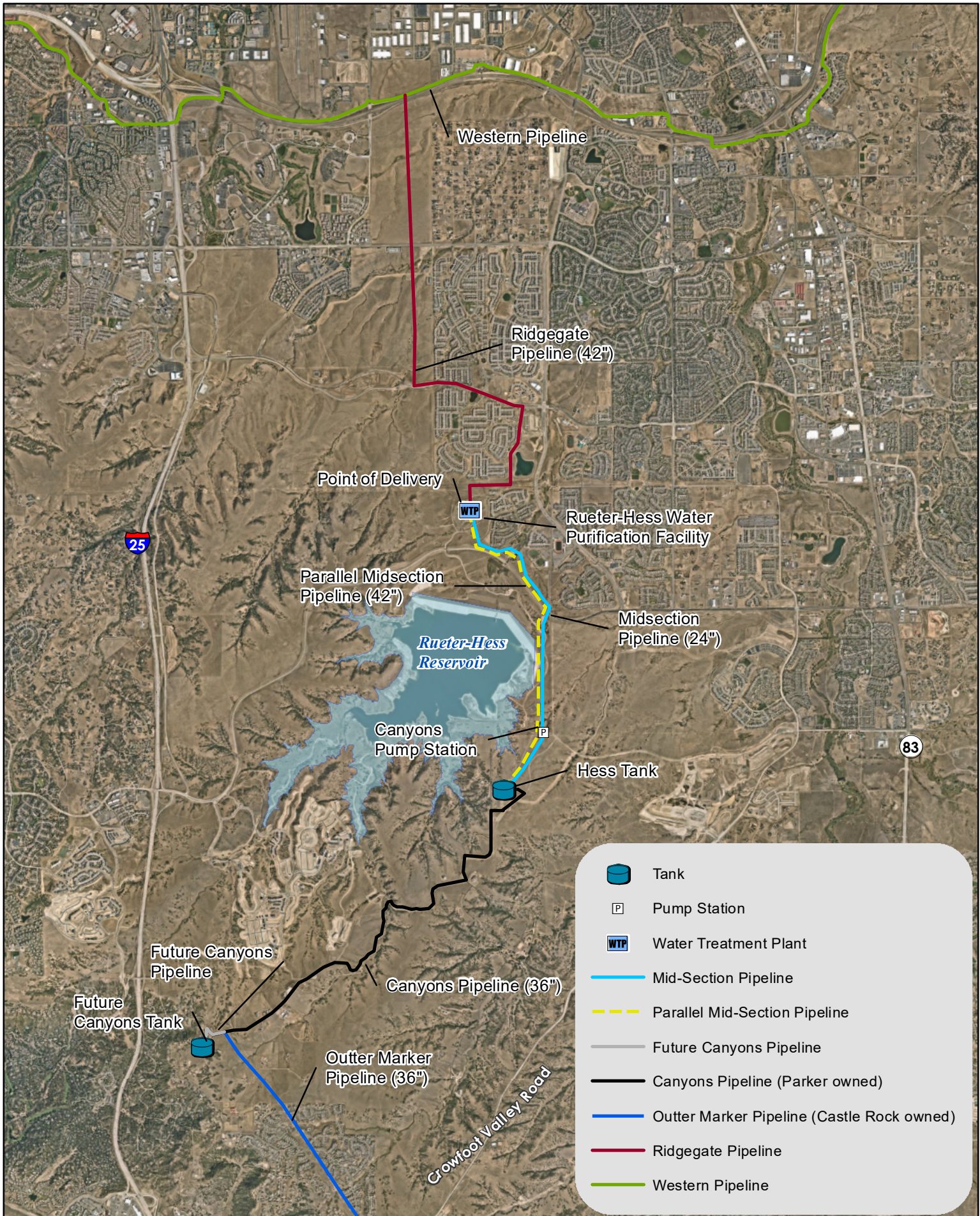
1. 42-Inch Midsection Pipeline

A water delivery pipeline, of which the portion serving the Canyons Development and Castle Rock consists of approximately 11,088 linear feet of 42-inch welded steel or ductile iron pipe, which shall be the subject of the License set forth in the Agreement, and all necessary appurtenances to control and monitor the flow and operate the pipeline, and all easements, licenses, and related property rights necessary to construct, operate and maintain the pipeline, including the investigation and remediation, if necessary, of significant historical artifacts in the alignment of the pipeline.

2. WISE Transmission (Canyons) Pump Station Capacity Expansion

The Canyons Pump Station Expansion will involve the addition of pumps, interior piping, valves, electrical wiring and controls to increase the flow capacity from 7.2 MGD to 13 MGD. Castle Rock's current capacity (as of the execution of this IGA) is 3 MGD and its capacity will be increased by 5.8 MGD with this expansion, for a total Castle Rock capacity of 8.8 MGD. Dominion's capacity of 4.2 MGD will be maintained. The ability for PWSD to add capacity in the amount of 5.3 MGD in the future shall be retained.

EXHIBIT A-1
MAP OF PROJECT INFRASTRUCTURE
(see attached)



Attachment B

Infrastructure for Conveyance of WISE Water

0 0.5 1 2 3 Miles

1 inch = 5,280 feet

N

Date: 2/11/2021

EXHIBIT B
ESTIMATED COSTS OF PROJECT INFRASTRUCTURE

Project Phase/Description	Estimated Total Cost	Pro-Rata Cost Shares ¹		
		CRW (27.67%)	PWSD (59.12%)	Dominion (13.21%)
Pipeline Design Services ²	\$775,000	\$214,443	\$458,180	\$120,377
Pipeline Easement Acquisition Costs	\$250,000	\$69,175	\$147,800	\$33,025
Midsection Pipeline Construction Costs ³	\$10,400,000	\$2,877,680	\$6,148,480	\$1,373,840
Pump Station Capacity Expansion Design Services ⁴	\$170,000	\$170,000		
Pump Station Capacity Expansion ³	\$1,700,000	\$1,700,000		
Construction Engineering Services	\$363,000	\$100,442	\$214,606	\$47,952
Project administration costs ⁵	\$104,000		\$82,160	\$21,840
Total Estimated Costs	\$13,762,000	\$5,131,740	\$7,051,226	\$1,597,034

¹Cost splits are based on an estimated total flow capacity of 31.8 MGD in the 42-inch pipeline.

²Pipeline Design Services includes \$250,000 in costs for land/easement acquisition services subconsultant and professional land surveying services.

³Construction Cost Estimate is based on Western Loop, Crowfoot Valley, and Mid-Segment Study by Jacobs dated November 5, 2020.

⁴The Pump Station capacity expansion is for the sole benefit of Castle Rock and thus, Castle Rock will bare those costs wholly.

⁵Estimated project administration costs will be paid by PWSD and Dominion at a split of 79% to 21% of the total calculated at 1% of the construction cost of the Midsection Pipeline.

EXHIBIT C
BILL OF SALE
WATER SYSTEM CAPACITY IN CORE WISE INFRASTRUCTURE
AND BINNEY CONNECTION INFRASTRUCTURE
(EXEMPLAR - NOT FOR EXECUTION)

KNOW ALL PERSONS BY THESE PRESENTS that Dominion Water and Sanitation District, acting by and through its Water Enterprise, a quasi-municipal corporation and political subdivision of the State of Colorado ("Dominion") in consideration of good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, transferred and delivered and by these presents does bargain, sell, grant, convey, transfer and deliver unto Town of Castle Rock, a Home Rule Municipality and political subdivision of the State of Colorado by and through Castle Rock Water enterprise ("Castle Rock") the following goods, rights and interests herein set forth (capitalized terms used herein, if not separately defined in this Bill of Sale, will have the same meanings ascribed to them in that certain Fifth Amendment to the Intergovernmental Agreement for the Option to Purchase and Right of First Refusal Regarding Ground Water Rights, Easements and Related Improvements dated ____, 202__.

____ MGD of the Western Pipeline capacity
____ MGD of the Binney Connection Capacity
____ MGD of the State Land Board Line capacity
____ % of the DIA Connection capacity

as more specifically set forth in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto Castle Rock and its assigns and successors forever, and Dominion does covenant and agree to and with Castle Rock to warrant and defend the rights in Dominion hereby conveyed against all and every person and persons whomsoever claiming the whole or any part thereof, by, through or under Dominion.

The parties agree to recognize signatures of this Bill of Sale transmitted by telecopy or email as if they were originals.

IN WITNESS WHEREOF, Dominion has executed this Bill of Sale, effective ____, 202__.

ATTEST:

DOMINION WATER AND SANITATION
DISTRICT, acting by and through its Water
Enterprise

Name, Title

Jeffrey LaForte, President