

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR LEASE
AND PURCHASE OF AUGMENTATION WATER AND FOR THE OPERATION OF
THE INDIAN MOUNTAIN WATER SERVICE PROGRAM**

This **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR LEASE AND PURCHASE OF AUGMENTATION WATER AND FOR THE OPERATION OF THE INDIAN MOUNTAIN WATER SERVICE PROGRAM** (“Agreement”) is made by and between the **INDIAN MOUNTAIN METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and the **HEADWATER AUTHORITY OF THE SOUTH PLATTE**, a water authority of the State of Colorado (“HASP”). The District and HASP are sometimes referred to individually herein as, a “Party” and collectively as, the “Parties.”

RECITALS

The District is organized and operated pursuant to the provisions of C.R.S. § 32-1-101 *et seq.*, to provide water, park and recreation services within the jurisdictional boundaries of the District, which are located within Park County, Colorado; and

HASP is a Colorado water authority created pursuant to the Colorado Constitution, Article XIV, Sections 18(2)(a) and (b), and C.R.S. § 29-1-204.2; and

HASP, which is comprised of the Upper South Platte Water Conservancy District and the Center of Colorado Water Conservancy District (together, the “Member Districts”), provides well augmentation within the boundaries of the Member Districts pursuant to the terms and conditions of the Districts’ decreed water rights, augmentation plans, HASP’s rules and regulations, and HASP’s augmentation certificates; and

HASP operates the Member Districts’ plans for augmentation adjudicated by the Colorado District Court, Water Division 1, Case No. 02CW389, entered on April 28, 2008 (the “HASP 2002 Augmentation Plan”), and Case No. 12CW50, entered on July 7, 2015 (the “HASP 2012 Augmentation Plan”)(collectively, the HASP 2002 Augmentation Plan and HASP 2012 Augmentation Plan are referred to as the “HASP Augmentation Plans”); and

The HASP Augmentation Plans allow for replacement of out-of-priority depletions within the boundaries of the Member Districts; and

Colorado law requires that owners and users of wells provide replacement (augmentation) water for all nonexempt, out-of-priority depletions in order to allow continued use of such wells; and

The District is located within the boundaries of the Member Districts; and

The District needs augmentation water to allow residents of the District continued use of their wells; and

The District desires to acquire over a period of time the necessary augmentation water from HASP to replace depletions caused by pumping wells within the District (“District Water Service Program”) pursuant to the HASP Augmentation Plans; and

Landowners within the District shall be given the opportunity to participate in the District Water Service Program, but such participation shall not be required; and

The Parties entered into an Intergovernmental Agreement dated October 14, 2017 (“IGA”), setting forth an agreement between the Parties regarding participation in the District Water Service Program under the HASP 2012 Augmentation Plan; and

On September 30, 2017, the District submitted an application with HASP seeking to enroll 362 wells (“2017 Enrollees”) in the HASP 2012 Augmentation Plan; and

Pursuant to the terms and conditions of the HASP 2012 Augmentation Plan, HASP is required to install a storage vessel for the District Water Service Program; and

After entering into the IGA, HASP’s engineer determined and HASP informed the District that a storage vessel located on property owned by the District could not directly augment all of the District’s customers’ wells during an upstream call on Tarryall Creek; and

To avoid any delay, HASP and the District agreed to utilize the HASP 2002 Augmentation Plan as a temporary measure to operate the District Water Service Program with the understanding that HASP’s goal is to utilize the HASP 2012 Augmentation Plan to augment the District’s customers’ wells, to the extent possible; and

On January 3, 2018, HASP served a Notice of Application to include the 2017 Enrollees within the District Water Service Program under the HASP 2002 Augmentation Plan instead of the HASP 2012 Augmentation Plan; and

Pursuant to C.R.S. §§ 29-1-203, 37-45-131, and 32-1-1001, the Parties desire to establish an amended and restated agreement to provide for the lease and sale of augmentation water from HASP to the District and for the operation of the District Water Service Program as it relates to HASP and the HASP Augmentation Plans; and

This Agreement shall serve a public purpose and shall promote the health, safety, security and general welfare of the inhabitants and visitors of the District, HASP and the State of Colorado.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Amended and Restated Agreement. This Agreement amends, restates and replaces the IGA in its entirety.

2. Application and Additional Applications. The District desires to lease and purchase augmentation water from HASP in order to augment its customers' water uses and to participate in the HASP Augmentation Plans subject to the terms set forth in this Agreement and HASP's Rules and Regulations.

(a) On or before September 30 of each year commencing upon execution of this Agreement and continuing through 2020, the District shall have the right to submit an application for augmentation water to HASP using HASP's then-current application form for noncommercial diversions along with the multiple lot detail form identifying the names, well permits numbers, and lot numbers of the District landowners who have enrolled in the District Water Service Program for such year. HASP shall then review the submitted application to determine the volume of water to be leased or purchased by the District to augment such diversions.

(b) On or before December 1 of each year beginning in 2018 and continuing into 2020, in its sole discretion, HASP shall determine in which of HASP Augmentation Plans to place the District's landowners and shall provide the opposers in one or both of the HASP Augmentation Plans with notice of any application filed pursuant to paragraph 2(a) as required by the terms of the applicable HASP Augmentation Plans and HASP's then-current rules and regulations. Pursuant to the HASP Augmentation Plans, such notice triggers a period during which time any opposer may provide comments to the application. After the conclusion of the comments period, HASP may then approve the application without conditions, approve the application with conditions, or deny the application. If HASP approves an application with or without conditions, any opposer who provided comments to the application has the right to file a protest with the water court to review a HASP approved application. If no comments were submitted by opposers, the approval by HASP becomes final.

(c) In the event that anyone files a protest and/or requests judicial review of HASP's approval of an application, then HASP's attorneys shall represent HASP in the water court process to defend HASP's approval of such application. The District agrees to reimburse HASP for all costs and fees incurred by HASP in defending against any such protests. HASP's attorneys shall bill HASP monthly for the fees and costs incurred and HASP shall then invoice the District. The District shall reimburse HASP for the amounts billed by HASP for the water court proceedings within thirty-five (35) days of the invoice from HASP. Failure of the District to timely reimburse HASP for incurred attorney fees shall constitute a breach of this Agreement. The District shall cooperate in good faith with HASP's attorneys as necessary for the full defense by HASP of any protest filed in the water court. The parties shall cooperate on defense strategies and the District reserves the right to terminate the water court proceedings (and any appellate proceedings that may follow) and request that HASP withdraw the District's application at any time upon thirty-five (35) days prior written notice.

3. Application Fee and Additional Application Fees.

(a) Application Fee for 2017 Enrollees. The District has paid and HASP acknowledges receipt of a one-time payment in the amount of five-thousand dollars (\$5,000.00) as an initial application fee for the inclusion of the 2017 Enrollees in the HASP Augmentation Plans. The District acknowledges that, as of April 1, 2018, the District is responsible to pay

HASP an additional application fee of thirty-three thousand two-hundred and sixty-nine dollars and fifty-two cents (\$33,269.52) as a result of the 2017 Enrollees. The additional application fee shall be paid to HASP by the District at the closing for the 2017 Enrollees.

(b) **Application Fees for Subsequent Applications.** The District shall pay a one-time payment in the amount of five-thousand dollars (\$5,000.00) as an initial application fee for each additional application. The application fees are non-refundable and are not applied to litigation costs related to any protests that may be filed related to any application. Pursuant to HASP's rules and regulations, HASP reserves the right to require the District to pay additional application fees in the event the initial application fee does not cover HASP's actual costs of processing each additional application through closing. HASP agrees to notify the District when or if HASP expects that its actual costs will exceed the five-thousand dollar (\$5,000.00) initial application fee and thereafter when or if HASP expects that its actual costs will exceed additional three-thousand dollar (\$3,000.00) increments.

(c) The application fees and additional application fees shall be in addition to all other fees and costs described in this Agreement.

4. **Lease and Purchase of Augmentation Water.** In addition to the 2017 Enrollees, the Parties anticipate that the District's landowners will enroll in the District Water Service Program over an additional two-year period, resulting in two additional applications being submitted by the District with one being submitted each year. The Parties agree that the District may lease and purchase Augmentation Water as defined below over three, one-year periods to serve the District's landowners beginning in 2018. Below, the Parties outline the procedure for the leases and purchases.

(a) The District shall lease and/or purchase from HASP 0.027 acre-feet of augmentation water per well, up to a maximum of 15.0 acre-feet, for indoor use only, under the HASP Augmentation Plans for applications received from the District from the date of execution of this Agreement to January 31, 2020, including for the 2017 Enrollees. The District shall also lease and/or purchase from HASP an amount for transit loss, if any. The augmentation water and the transit loss shall collectively be referred to as "Augmentation Water." For the portion of Augmentation Water purchased by the District, the District shall pay \$30,000 per acre-foot. For the portion of Augmentation Water leased by the District as described in paragraph 4(b) below, the District shall pay ten (10) percent of HASP's then-current purchase price per acre-foot per year to lease the Augmentation Water.

(b) Within thirty-five (35) days of execution of this Agreement for the 2017 Enrollees and within thirty-five (35) days of HASP's approval of the application and the expiration of the deadline for or resolution of any protests for each subsequent lease and/or purchase, the District shall purchase and close on not less than one-third of the then-requested Augmentation Water and may lease the remaining amount of the then-requested total Augmentation Water ("First Closing"). On or before the first anniversary of the First Closing, the District shall purchase and close on a minimum of a second one-third of the then-requested Augmentation Water and lease the remaining amount of the then-requested Augmentation Water. On or before the second anniversary of the First Closing, the District shall purchase and close on the remaining amount of the then-requested Augmentation Water. The annual amount of

Augmentation Water purchased and leased shall be determined by the District, so long as a minimum of one-third of the then-requested amount of Augmentation Water is purchased annually for each year's enrollees.

(c) The quantity of Augmentation Water to be provided by HASP beginning in 2018 that is the subject of the first lease and purchase application by the District shall be the amount needed for the 2017 Enrollees. The quantity of Augmentation Water to be provided by HASP beginning in 2019 that is the subject of the second lease and purchase application by the District shall be based upon the number of additional District landowners enrolled in the District Water Service Program from September 16, 2017, to September 15, 2018 ("2018 Enrollees"). The quantity of Augmentation Water to be provided by HASP beginning in 2020 that is the subject of the third lease and purchase application by the District shall be based upon the number of additional District landowners enrolled in the District Water Service Program from September 16, 2018 to September 15, 2019 ("2019 Enrollees").

(d) As an example of paragraphs 4.b. and 4.c., assume that the District files additional applications to include District landowners in HASP's Augmentation Plans. After HASP approves each of the applications and no protests are filed, the District shall lease and purchase the following amounts annually:

(i) At closing in 2018, the District shall purchase a minimum of the first one-third and lease the remainder of Augmentation Water needed for the 2017 Enrollees.

(ii) At closing in 2019, the District shall purchase a minimum of the second one-third of the total Augmentation Water needed for the 2017 Enrollees and the first one-third for the 2018 Enrollees, and lease the remainder of Augmentation Water needed for the 2017 Enrollees and 2018 Enrollees.

(iii) At closing in 2020, the District shall purchase the remainder of Augmentation Water needed for the 2017 Enrollees, the second one-third for the 2018 Enrollees, the first one-third for the 2019 Enrollees and lease the remainder of Augmentation Water needed for the 2018 Enrollees and 2019 Enrollees.

(iv) In 2021, the District shall purchase the remainder of Augmentation Water needed for the 2018 Enrollees, an additional one-third for the 2019 Enrollees, and lease the remainder of Augmentation Water needed for the 2019 Enrollees.

(v) In 2022, the District shall purchase the remainder of Augmentation Water needed for the 2019 Enrollees.

(e) Purchase Option. Notwithstanding paragraph 4.b., upon sixty-three (63) days' written notice to HASP, the District shall have the option to pay the outstanding amount due for all or any portion of the remaining Augmentation Water currently being leased by the District. Using the example in paragraph 4.d., if the District exercises its purchase option in 2019 for the entirety of its currently leased Augmentation Water, it shall purchase the remainder of Augmentation Water needed for the 2017 Enrollees and 2018 Enrollees.

5. Subsequent Lease and/or Purchase of Additional Augmentation Water. The District may lease and/or purchase additional augmentation water from HASP for District landowners who enroll in the District Water Service Program after September 15, 2019 (“Subsequent Enrollees”) and/or for amounts greater than 15.0 acre-feet of augmentation water. The lease or purchase of augmentation water in excess of 15.0 acre-feet and/or for Subsequent Enrollees is subject to mutual written agreement of the Parties as an amendment to this Agreement. In addition, the purchase of augmentation water for replacement associated with outdoor water uses is subject to mutual written agreement of the Parties as an amendment to this Agreement.

6. HASP Augmentation Plans. The Parties agree that HASP’s goal is to augment all of the District’s customers’ wells under the HASP 2012 Augmentation Plan. To augment wells under the HASP 2012 Augmentation Plan, HASP needs to install one or more storage vessels (collectively “Storage Vessel”) on Tarryall Creek and to serve a Storage Vessel Plan on the opposers. The Parties acknowledge it may not be possible to use the HASP 2012 Augmentation to augment all of the District’s customers’ wells because of the locations of the wells’ points of depletion on Tarryall Creek. Nevertheless, HASP, at its own discretion, shall determine which of HASP Augmentation Plans will be used to augment the District’s customers’ wells.

(a) Storage Vessel on Upstream Property, Including Cline Ranch. To augment all of the District’s customers’ wells under the HASP 2012 Augmentation Plan, HASP needs to install a Storage Vessel on Tarryall Creek at or above the furthest upstream depletion within the District. To that end, HASP has identified upstream properties on which HASP could install the Storage Vessel to augment all the District’s customers’ depletions (“Upstream Properties”). HASP initiated discussions with the owner and operator of one of the Upstream Properties (i.e., Park County Board of County Commissioners (“Park County”) and the Colorado Department of Parks and Wildlife (“CPW”), respectively) referred to as “Cline Ranch” and depicted on the map attached as Exhibit A. HASP has not initiated discussions with owners of any other Upstream Properties, and HASP has no obligation to pursue easements on other Upstream Properties. HASP agrees to negotiate in good faith with the owners of any Upstream Properties (including Park County and CPW for the Cline Ranch) to obtain a permanent non-exclusive easement to install, operate and maintain a Storage Vessel. HASP’s negotiation with owners of Upstream Properties for the easement shall be at HASP’s sole cost and expense after April 1, 2018. If HASP obtains an easement on one of the Upstream Properties, then HASP shall move all of the District’s then-existing customers’ wells to the HASP 2012 Augmentation Plan upon completion of the Storage Vessel within the easement. The District shall be responsible for reimbursing HASP for the actual costs associated with moving the wells to the HASP 2012 Augmentation Plan, except that the District shall not be required to pay an additional fee associated with transit losses associated with augmentation deliveries under HASP 2012 Augmentation Plan for the moved wells. In addition, all of the District’s future customers will be added to the HASP 2012 Augmentation Plan.

(b) Storage Vessel on Outlot A. If HASP cannot obtain an easement for a Storage Vessel on an Upstream Property (including Cline Ranch), then the Parties agree that some of the Districts’ customers wells will be augmented by the HASP 2012 Augmentation Plan and others will be augmented by the HASP 2002 Augmentation Plan.

(i) Downstream Wells. District shall convey a perpetual non-exclusive easement to HASP, at no cost, for the operation, maintenance, repair and replacement of the Storage Vessel on property owned by the District depicted on the map attached as Exhibit B (“Outlot A”). A Storage Vessel on Outlot A would allow HASP to directly augment approximately 58 percent of the District’s customers’ wells under the HASP 2012 Augmentation Plan. These customers’ wells shall be referred to as the “Downstream Wells” because their points of depletion impact Tarryall Creek at or below Outlot A. To augment the Downstream Wells under the HASP 2012 Augmentation Plan, HASP needs to install a Storage Vessel on Outlot A. HASP shall move all of the then-existing Downstream Wells to the HASP 2012 Augmentation Plan upon completion of the Storage Vessel on Outlot A. The District shall be responsible for reimbursing HASP for the actual costs associated with moving the wells to the HASP 2012 Augmentation Plan, except that the District shall not be required to pay an additional fee associated with transit losses associated with augmentation deliveries under HASP 2012 Augmentation Plan for the moved wells. In addition, all of the District’s future Downstream Wells will be added to the HASP 2012 Augmentation Plan.

(ii) Upstream Wells. A Storage Vessel on Outlot A cannot directly augment approximately 42 percent of the District’s customers’ wells. These customers’ wells shall be referred to as the “Upstream Wells” because their points of depletion impact Tarryall Creek above Outlot A. HASP shall keep all of the then-existing Upstream Wells in the HASP 2002 Augmentation Plan. In addition, all of the District’s future Upstream Wells will be added to the HASP 2002 Augmentation Plan.

(c) HASP shall have sole discretion on whether to obtain an easement and to install the Storage Vessel on one of the Upstream Properties or on Outlot A.

7. Ownership, Operation and Maintenance of the Storage Vessel. Whether the Storage Vessel is located on Cline Ranch or Outlot A, HASP shall own the Storage Vessel and be responsible for all of the costs associated with the design, construction, and installation of the Storage Vessel, including any engineering, legal and permitting fees, incurred on or after April 1, 2018. In addition, HASP shall be responsible for the perpetual operation, maintenance, repair and replacement of the Storage Vessel. HASP shall have sole discretion related to the design and construction the Storage Vessel, including but not limited to the location, configuration, size and material. The District acknowledges that HASP may utilize the Storage Vessel for other purposes, including fire protection and augmentation of other customers’ depletions, as long as such use does not negatively impact HASP’s augmentation operations for the District.

8. Storage Vessel Fee. The District shall pay HASP an annual storage vessel fee in the amount of five-thousand dollars (\$5,000). The annual storage vessel fee shall be adjusted every five (5) years based on the United States Bureau of Labor Statistics Denver-Boulder-Greeley Consumer Price Index, all items, all urban consumers, or its successor index (“Denver CPI”). The District’s first storage vessel fee shall be due on November 1, 2023. Subsequent storage vessel fees shall be due on November 1 of each year for as long as HASP provides augmentation water to the District.

9. Administrative Fee. The District shall pay an annual administrative fee to HASP in the amount of three-thousand dollars (\$3,000.00). The administrative fee may be adjusted at

HASP's reasonable discretion. In years when the administrative fee has not been adjusted by HASP, it shall be adjusted annually based on the Denver CPI. The District's first annual administrative fee shall be paid at the time of the first closing and shall be prorated to October 31, 2018. Thereafter, the administrative fee shall be due on November 1 of each year beginning November 1, 2018, and continuing for as long as HASP provides augmentation water to the District.

10. Trucking of Water. The District understands that, under the HASP Augmentation Plans, HASP may have to truck water to the Storage Vessel and/or for direct release into Tarryall Creek pursuant to the terms of the HASP Augmentation Plans. Pursuant to HASP's Rules and Regulations, the District shall reimburse HASP for any and all costs of trucking water to replace depletions under the District Water Service Program. The District shall reimburse such costs within sixty (60) days of receipt of an invoice from HASP.

11. HASP Water Augmentation Certificate. At each closing on a purchase and/or lease of any portion of Augmentation Water, HASP shall issue a water augmentation certificate reflecting the District's lease and/or purchase for such portion of Augmentation Water. Each certificate shall include as an attachment a list of the wells and associated lot numbers being augmented by that certificate under the HASP Augmentation Plan. At subsequent closings, the District shall surrender the prior HASP water augmentation certificate to HASP and receive an updated certificate reflecting the additional wells and lot numbers that are augmented by HASP. Only the last HASP water augmentation certificate reflecting a purchase of all of the Augmentation Water for the 2017, 2018 and 2019 Enrollees shall be recorded in the public records of the Park County Clerk and Recorder. HASP shall only be obligated to issue a HASP water augmentation certificate that represents the then-current amount of Augmentation Water actually purchased by the District. The District cannot use the water rights represented by the HASP water augmentation certificate or the Augmentation Water in any plan for augmentation except under the HASP Augmentation Plans.

12. District Water Augmentation Certificate. The District shall issue a water augmentation certificate to each landowner who participates in the District Water Service Program to evidence that the landowner's well has 0.027 acre-feet of water augmentation per year under a HASP water augmentation certificate. Each District water augmentation certificate shall reflect whether it is based on a temporary lease or purchase by the District of Augmentation Water, be subject to the District's rules and regulations regarding the District Water Service Program, be valid only for the specific well for which the certificate was issued, and run with the land associated with the well for which it is issued. The District water augmentation certificate may only be transferred to subsequent fee simple owners of the real property originally associated with the well that is being augmented.

13. Restrictions on Use of the Augmentation Water. It is understood and agreed that this Agreement is made for the exclusive benefit of the District for use only within the District's jurisdictional boundaries. This Agreement and the Augmentation Water leased and purchased pursuant to this Agreement may not be transferred for use in any area outside of the District or modified in use without the prior written approval of HASP. The District agrees not to change the types of uses or the volume of water pumped from the wells being augmented by the HASP Augmentation Plan unless the District obtains prior approval of HASP and of the State Engineer

for amendment of any well permit. The District agrees to notify HASP prior to any expansion of its service area.

14. Water Meters. The District shall cause each landowner participating in the District Water Service Program to install a water meter on his or her well and to provide monthly reporting of his or her diversion. The water meter must be installed and certified before water is first diverted under the HASP Augmentation Plan, and it must be certified every ten (10) years thereafter. The District shall cause each landowner participating in the District Water Service Program to permit access to HASP representatives or the State or Division Engineer upon the landowner's property to make meter readings, verify meter readings or other information submitted by the District or the landowner, or verify the nonuse of any wells or other structures.

15. Water Use Reporting. The District shall be responsible for securing monthly water meter readings from its participants in the District Water Service Program. The District shall provide HASP with an electronic report in a form acceptable to HASP by the 10th day of each month identifying each participant and their water meter reading for the previous month.

16. Rules and Regulations. The District shall abide by and shall cause landowners participating in the District Water Service Program to abide by HASP's then-current rules and regulations and the HASP Augmentation Plan. The District may develop additional rules and regulations, including fees, rates, tolls, charges, and penalties, deemed necessary or appropriate, as long as they do not conflict with HASP's rules and regulations and the HASP Augmentation Plan.

17. Water Use Restrictions. HASP reserves the right to restrict the District's customers' water use, if HASP or the State and Division Engineers project that the quantity of augmentation water available to HASP may be inadequate to supply the demands of all participants in the HASP Augmentation Plan in any year or portion thereof. The District recognizes that the availability of replacement water is subject to the availability of water rights in the South Platte River and its tributaries. HASP shall not be liable to the District for any failure to deliver replacement water due to water supply conditions or constraints beyond HASP's control.

18. Removal of Wells. The wells to be augmented by HASP are currently subject of an augmentation plan entered in Case No. W-7389, District Court, Water Division No. 1, decreed on January 2, 1974. If necessary, the District shall be responsible for all costs and fees associated with removal of wells from Case No. W-7389 to allow HASP to provide the augmentation water to the District.

19. Repermitting of Wells. The wells to be augmented by the District Water Service Program may need to be repermited to reflect that they will be augmented under the HASP Augmentation Plans. The District or each individual lot owner shall be responsible for all costs and fees associated with any necessary repermitting of the wells within the District.

20. Term; Survival. This Agreement shall become effective upon mutual execution of the Parties and shall be perpetual, subject to the terms of paragraphs 18, 21 and 22.

21. Default by the District. HASP may pursue any remedy available at law or equity to obtain water use reporting and payment of fees in the event the District fails to make timely reporting or payment of the amounts due hereunder. The Augmentation Water may be withheld and this Agreement may be terminated for failure to make timely reporting or payment of fees, and HASP shall notify the State Engineer that the District's customers' wells are no longer covered by the HASP Augmentation Plan. In such event, the wells may be subject to separate administrative and enforcement actions by the State Engineer.

22. Annual Appropriations. The District's obligations under this Agreement are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors. If the District fails to appropriate such funds in any year and thereby fails to pay any administrative fees, lease fees or complete the purchase all of the Augmentation Water, then HASP may, in its discretion, treat the non-payment as a default in paragraph 21.

23. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail with a trackable number addressed as follows:

Indian Mountain Metropolitan District
Attn: Board President
P.O. Box 25
Como, Colorado 80432
Email: Indainmtn@hotmail.com

With a copy to:
Collins Cockrel & Cole
c/o Bob Cole
390 Union Blvd., Suite 400
Denver, CO 80228-1556
Email: rcole@cccfirm.com

HASP
Attn: Board Chairman
P.O. Box 1566
Fairplay, CO 80440
Email: dbwessel@msn.com

With a copy to:
Monson Cummins & Shohet
c/o David Shohet
319 N. Weber Street
Colorado Springs, CO 80903
Email: dms@cowaterlaw.com

With a copy to:
Lyons Gaddis
c/o Madoline Wallace-Gross
PO Box 978
Longmont, CO 80502-0978
Email: mwg@lyonsgaddis.com

24. Amendments. This Agreement may be amended only by written document signed by the Parties.

25. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Park County.

26. Severability. If any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be effected thereby.

27. Waiver. The waiver by either party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

28. Entire Agreement. This Agreement embodies the complete agreement between the Parties regarding the subject matter herein and supersedes all prior agreements and understandings, if any.

29. Section Headings. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the sections they introduce, and shall have no bearing on the construction of the Sections they introduce.

30. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to his Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

31. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represents that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

32. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

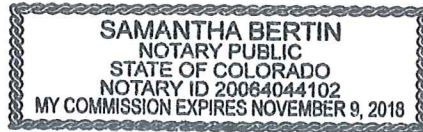
INDIAN MOUNTAIN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Susan Stoval

The foregoing instrument was acknowledged before me in the County of Park, State of Colorado, this 19 day of April, 2018, by Susan Stoval as President of Indian Mountain Metropolitan District.

Witness my hand and official seal.

My commission expires: Nov 9, 2018



Samantha Bertin
Notary Public

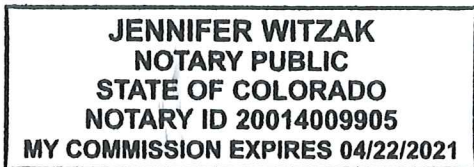
HEADWATER AUTHORITY OF THE SOUTH PLATTE, a Colorado water authority

By: David B. Wissel

The foregoing instrument was acknowledged before me in the County of Park, State of Colorado, this 20th day of April, 2018, by David Wissel as chairman of Headwater Authority of the South Platte.

Witness my hand and official seal.

My commission expires: 4/22/2021



Jennifer Witzak
Notary Public

PRELIMINARY
 NOT RELEASED FOR CONSTRUCTION

CLINE RANCH SWA
 UNDERGROUND STORAGE TANK
 AND METERING VAULT

TZA Water Engineers
 Lakewood, Colorado 80228
 LRA-inc.com / tza-water.com

INDIAN MOUNTAIN PROJECT, HEADWATER AUTHORITY OF THE SOUTH PLATTE
 PARK COUNTY, COLORADO

DESIGNED BY	JIM
CHECKED BY	DAVID
DATE	8/14/18
PROJECT NUMBER	18000001
SCALE	AS SHOWN



PROPOSED LOCATION CONTROL POINT
 HORIZONTAL CONTROL POINT
 POINT #1
 UTM: 18QUD98.65145N
 UTM: 10232.6477975E
 ELEVATION: 8228.00
 ELEVATION: 8228.00
 HEIGHT: 1620.194

NEAREST NATIONAL STATE PLANE, CENTRAL
 MOUNTAIN COORDINATE SYSTEM
 POINT #1
 UTM: 18QUD98.65145N
 UTM: 10232.6477975E
 ELEVATION: 8228.00
 ELEVATION: 8228.00
 HEIGHT: 1620.194

PROJECT IS IN UNORDERED STATE PLANE COORDINATES. TO ACHIEVE
 SUBMILLI-METER ACCURACY, THE POINTS MUST BE REFERENCED TO THE
 NATIONAL STATE PLANE COORDINATES.

VERTICAL DATUM
 NAVD83 (88)

ON-SITE BENCHMARK CHERISHED ON POINT 1
 ELEVATION: 8228.00

