

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
THE WATER SUPPLY AND STORAGE COMPANY AND  
THE CITY OF GREELEY**

This AGREEMENT is made effective as of the \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **City of Greeley, Colorado**, acting by and through its Water and Sewer Board (“Greeley”), and **The Water Supply and Storage Company** (“Company”, “Water Supply”, or “WSSC”), a mutual ditch corporation incorporated under and by virtue of the laws of the State of Colorado. WSSC and Greeley are sometimes collectively referred to as the “Parties” or separately as a “Party.”

**RECITALS**

**WHEREAS**, Greeley and WSSC entered into an agreement titled “Agreement Between The Water Supply and Storage Company and the City of Greeley” dated April 30, 2010 (“Original Agreement”), attached hereto as **Exhibit A**, and Greeley and WSSC entered into an amendment to that agreement dated December 29, 2014 (the “First Amendment”) (collectively, the Original Agreement and the First Amendment are referred to herein as the “Existing Agreement”);

**WHEREAS**, pursuant to Paragraphs 1 and 1.a of the Existing Agreement and as relevant to this Agreement, the Parties agreed that Greeley may divert, take delivery, or both of the water represented by the Greeley’s then-current and future shares of capital stock in WSSC for direct use, or for storage and later use, or by exchange, but only into or from reservoirs and direct-flow diversion structures listed in paragraph 1.a of the Existing Agreement;

**WHEREAS**, Greeley is pursuing an aquifer storage and recovery (“ASR”) project, whereby Greeley would inject fully consumable water supplies into an underground aquifer to store for later use, and the Parties desire to amend the Existing Agreement to clarify that Greeley may store its current and future shares of capital stock in WSSC (“Greeley’s Shares”) in underground aquifers as further described below, in addition to the list of storage structures described in paragraph 1.a of the Existing Agreement; and

**WHEREAS**, the Directors of WSSC have determined that Greeley may divert, take delivery, or both divert and take delivery of the water represented by Greeley’s Shares so long as such diversions or deliveries are implemented consistent with the Existing Agreement and this Agreement, and so long as such diversion and deliveries are made without injury to WSSC or its stockholders;

**NOW THEREFORE**, in consideration of the premises and the terms recited in this Agreement and the Existing Agreement, it is agreed by and between WSSC and Greeley as follows:

1. **Amendment to Paragraph 1.a of Existing Agreement.** The Parties agree that Paragraph 1.a of the Existing Agreement shall be amended to state as follows:

a. Greeley may divert and/or take delivery of waters available to Greeley pursuant to Greeley's shares of WSSC for direct use, for storage and later release, or by exchange, but only into or from the following listed reservoirs, aquifer storage and recovery projects, and direct-flow diversion structures (and none other) as such reservoirs, projects, and structures may exist or in the future be constructed or enlarged from time to time (all structures located west of the 6<sup>th</sup> P.M., Larimer and/or Weld Counties, Colorado):

2. **Addition of new Paragraph 1.a.26 to Existing Agreement:** The Parties agree that Paragraph 1.a of the Existing Agreement shall be amended to add a new subparagraph 26, as follows:

26. Aquifer Storage and Recovery ("ASR"). Storage in the Upper Laramie Aquifer, as part of the "Terry Ranch Project," which is generally located in Townships 11 and 12 North, Range 67 West, and includes locations where Greeley currently has rights to nontributary groundwater, and additional locations where Greeley may acquire the right to conduct ASR operations from other owners in that vicinity. The water may be diverted from one or more of the points of diversion authorized in this paragraph 1.a, then treated as necessary, and delivered to the ASR facilities for injection, storage, and later withdrawal. The specific locations for the injection facilities have not been determined at this time.

3. **Administrative and Water Court Approval.** Greeley shall be solely responsible for obtaining any necessary administrative and/or Division 1 Water Court approval for use of Greeley's Shares in an ASR project.
4. **Existing Agreement Applies to the Water Represented by Greeley's Shares Diverted and Delivered to ASR.** This Agreement amends the Existing Agreement only to the limited extent described in paragraphs 1 through 3 of this Agreement. No other terms and provisions of the Existing Agreement are amended or otherwise altered by this Agreement. The terms and provisions of the Existing Agreement shall apply to Greeley's diversion and delivery of the water represented by Greeley's Shares to ASR as provided above, as if such structures were originally set forth on Paragraph 1.a of the Existing Agreement.
5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute the agreement of the Parties.

**IN WITNESS WHEREOF,** the undersigned Parties have entered into this Agreement to be executed on the day and year first written above.

THE WATER SUPPLY AND STORAGE COMPANY

By: Kathy W. Amen  
[INSERT NAME] President

ATTEST:

By: Heather Thiede  
[INSERT NAME] Secretary

CITY OF GREELEY, COLORADO,  
A Municipal Corporation Acting By and Through Its Water and Sewer Board

By: \_\_\_\_\_  
Board Chairman

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO LEGAL FORM:

AS TO AVAILABILITY OF FUNDS:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Director of Finance

RECOMMENDED:

By: \_\_\_\_\_  
Director of Water and Sewer