

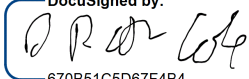
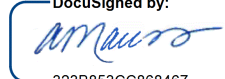
# GRANT AGREEMENT AMENDMENT #1

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Natural Resources Colorado Water Conservation Board, (CWCB) 1313 Sherman St., Room 718 Denver, CO 80203	<b>Original Agreement Number</b> CMS 164316 CTGG1 2021-2418
<b>Grantee</b> Florida Consolidated Ditch Company	<b>Amendment Agreement Number</b> CMS 187729 CTGG1 2021-2418
<b>Current Agreement Maximum Amount</b> Entire agreement term for all applicable fiscal years: \$690,000.00	<b>Agreement Performance Beginning Date</b> June 10, 2021
	<b>Current Agreement Expiration Date</b> June 14, 2026

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

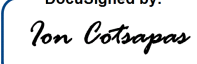
Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p align="center"><b>GRANTEE</b></p> <p align="center">Florida Consolidated Ditch Company</p> <p>DocuSigned by:</p>  <p>Signature: _____</p> <p>Printed Name: <u>Roger Cole</u></p> <p>Title: <u>president fcdc</u></p> <p>Date: <u>December 7, 2023   5:30 PM MST</u></p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center">Jared S. Polis, Governor          Department of Natural Resources          Dan Gibbs, Executive Director          Colorado Water Conservation Board</p> <p>DocuSigned by:</p>  <p>Signature: _____</p> <p>Printed Name: <u>Anna Mauss, P.E.</u></p> <p>Title: <u>Deputy Director</u></p> <p>Date: <u>December 7, 2023   2:04 PM PST</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:



Signature: \_\_\_\_\_

Printed Name: Ion Cotsapas

Title: DNR Procurement Director

Amendment Effective Date: December 12, 2023 | 11:10 AM MST

**1. PARTIES**

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Grantee, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement .

**4. PURPOSE**

The purpose of the Project is to repair the diversion structure to maintain historical diversions into the Florida Canal, while reducing sediment and debris entering the headgate. The Company is also interested in improving public safety, enhancing the natural stream corridor, and enhancing fish passage and connectivity.

No changes to the work performed will be made in this Amendment. Only the Agreement Maximum Amount will be increased in this Amendment as approved by the Colorado Water Conservation Board during the September 2023 Board Meeting.

**5. MODIFICATION**

The Agreement and all prior amendments thereto, if any, are modified as follows:

**A.** The Agreement Maximum Amount shown on the Agreement’s Cover page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown on the Signature and Cover Page for this Amendment. A new Exhibit C, Budget and Schedule is hereby incorporated into the Agreement.

**B.** The Special Provisions contained in the Agreement are hereby modified as follows:

**i.** The Special Provision titled “Prohibited Terms” is replaced in its entirety with:

“PROHIBITED TERMS. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio.


Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. ”

- ii. The Special Provision titled “Public Contracts for Services” is deleted.
- iii. The Special Provision titled “Public Contracts with Natural Persons” is deleted.

**6. LIMITS OF EFFECTIVE AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

## EXHIBIT C, BUDGET

		<div>COLORADO</div> <div>Colorado Water Conservation Board</div> <div>Department of Natural Resources</div>						
Colorado Water Conservation Board								
Water Plan and WSRF Grant								
Budget and Schedule								
Prepared Date: April 1, 2021								
Name of Applicant: Florida Consolidated Ditch Company								
Name of Water Project: Florida Canal Diversion Replacement - Phase 2								
Task No.	Task Description	Estimated Task Start Date	Estimated Task End Date	WPG - Agricultural Funding	WPG - Environment and Recreation Funding	WSRF Funding	Match Funding	Total
1	Final Design and Engineering	5/14/2021	9/30/2024	\$55,833.33	\$11,166.67	\$61,416.67	\$139,583.33	\$268,000
2	Construction	5/14/2021	9/30/2024	\$309,166.67	\$38,833.33	\$213,583.33	\$485,416.67	\$1,047,000
Total				\$365,000	\$50,000	\$275,000	\$625,000	\$1,315,000