

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, hereinafter referred to as the "First Amendment," is made and entered into this ____ day of _____, 2017, effective as of January 1, 2017 ("Effective Date") by and between the **TOWN OF ERIE, COLORADO**, a Colorado municipal corporation, hereinafter referred to as the "Town" and **ROB LINDOW and SINDY LINDOW**, individuals, hereinafter together referred to in the singular as "Lessee."

WHEREAS, the Town and the Lessee entered into a Lease Agreement dated April 26, 2016, hereinafter referred to as the "Original Agreement" or the "Lease;" and

WHEREAS, the Town and the Lessee desire to amend the Original Agreement to reflect a change in the Town's provision of water shares usage to the Lessee and a reduction in the Lessee's water shares rent as set forth hereinafter in this First Amendment.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter contained, and those contained within the Original Agreement, the parties hereto agree as follows:

1. Terms and words used herein shall have the same definition and meaning as those terms and words set forth and defined in the Original Agreement unless specifically stated otherwise herein.

2. Paragraph 3, "Rent and Security Deposit," of the Original Agreement shall be amended to read as follows:

3. Rent and Security Deposit.

A. Lessee agrees to pay to Town rent for the Premises, in advance, without demand, deduction or setoff, for each year, due and payable on January 1 of each year, at the following rate:

- 1) Year 1 (April 27, 2016 through December 31, 2016):
 - a) Rent - no payment required
 - b) Water shares - no payment required

- 2) Year 2 (January 1, 2017 through December 31, 2017):
 - a) Rent - no payment required
 - b) Water - One thousand thirteen Dollars (\$1,013.00) for rental of the water shares

- 3) Years 3, 4 and 5 (January 1, 2018 through December 31, 2020)
 - a) Rent - Sixty Dollars (\$60.00) per farmable acre, 66 farmable acres for a total of Three Thousand, Nine Hundred Sixty Dollars (\$3,960.00) per year

b) Water - One thousand thirteen Dollars Dollars
(\$1,013.00) per year for rental of the water shares.

3. Exhibit "A" of the Original Agreement shall be amended to delete the reference to the 26 Shares Leyner Cottonwood Ditch from the section of the Exhibit listing the water shares included in the Original Lease, so the section of the Exhibit listing the water shares will read as follows:

The following water shares:

1. 1 113 Shares of Baseline
2. 2 Shares of New Consolidated Lower Boulder Ditch

4. In the event of any conflict, inconsistency or incongruity between the provisions of this First Amendment and any of the provisions of the Original Agreement, the provisions of this First Amendment shall in all respects govern and control.

5. Except as specifically amended herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease Agreement on the day and year first above written.

TOWN:

**TOWN OF ERIE, COLORADO,
a Colorado municipal corporation**

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

LESSEE:

ROB LINDOW, individually

SINDY LINDOW, individually