FIRST AMENDMENT TO THE COLORADO RIVER COOPERATIVE AGREEMENT
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)

This Amendment dated September 30, 2018, is among the undersigned entities that are parties to the Colorado River Cooperative Agreement dated September 26, 2013 (the "CRCA").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the CRCA to substitute the attached Agreement Regarding Use of Clinton Reservoir Dead Storage Pool as Exhibit J to the CRCA.

This Amendment may be executed in counterparts and is executed as of the date set forth above.

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

ATTEST:

Secretary

President

REGISTERED AND COUNTERSIGNED:
Dennis J. Gallagher, Auditor
CITY AND COUNTY OF DENVER

APPROVED AS TO FORM:

By: Daniel J. Arnold
General Counsel

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF SUMMIT

By: Chairman

ATTEST:

Summit County Manager

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF GRAND

By: Chairman

ATTEST:

Grand County Clerk and Recorder

Agreement No. 500705
FIRST AMENDMENT TO THE COLORADO RIVER COOPERATIVE AGREEMENT
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)

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This Amendment may be executed in counterparts and is executed as of the date set forth above.

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

ATTEST:

____________________________
Secretary

____________________________
President

APPROVED AS TO FORM:

By: _______________________
    General Counsel

By: _______________________

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF SUMMIT

By: _______________________
    Chairman

ATTEST:

By: _______________________
    Summit County Manager

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF GRAND

By: _______________________
    Chairman

ATTEST:

By: _______________________
    Grand County Clerk and Recorder
FIRST AMENDMENT TO THE COLORADO RIVER COOPERATIVE AGREEMENT  
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage) 

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This Amendment may be executed in counterparts and is executed as of the date set forth above.

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

ATTEST:

__________________________  ___________________________
Secretary                                      President

APPROVED AS TO FORM:

__________________________  ___________________________
By: General Counsel                         By:

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF SUMMIT

By: Chairman

ATTEST:

__________________________  ___________________________
By: Summit County Manager                          By:

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF GRAND

By: Chairman

ATTEST:

__________________________  ___________________________
By: Grand County Clerk and Recorder
First Amendment to Colorado River Cooperative Agreement  
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)  
Counterpart Signature Page

CLINTON DITCH & RESERVOIR COMPANY

By: ___________________________
   Chairman

BOARD OF COMMISSIONERS OF EAGLE COUNTY

By: ___________________________
   Chairman

UPPER EAGLE REGIONAL WATER AUTHORITY

By: ___________________________
   Chairman

COLORADO RIVER WATER CONSERVATION DISTRICT

By: ___________________________
   President

MIDDLE PARK WATER CONSERVANCY DISTRICT

By: ___________________________
   President

EAGLE RIVER WATER & SANITATION DISTRICT

By: ___________________________
   Chairman

EAGLE PARK RESERVOIR COMPANY

By: ___________________________
   President

CITY OF GLENWOOD SPRINGS

By: ___________________________
   Mayor

CITY OF RIFLE

By: ___________________________
   Mayor

ATTEST:

By: ___________________________
   City Clerk

ATTEST:

By: ___________________________
   City Clerk
First Amendment to Colorado River Cooperative Agreement
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)
Counterpart Signature Page

CLINTON DITCH & RESERVOIR COMPANY

By: ________________________________
    Chairman

BOARD OF COMMISSIONERS OF EAGLE COUNTY

By: ________________________________
    Chairman

MIDDLE PARK WATER CONSERVANCY DISTRICT

By: ________________________________
    President

EAGLE RIVER WATER & SANITATION DISTRICT

By: ________________________________
    Chairman

EAGLE PARK RESERVOIR COMPANY

By: ________________________________
    President

COLORADO RIVER WATER CONSERVATION DISTRICT

By: ________________________________
    President

CITY OF GLENWOOD SPRINGS

By: ________________________________
    Mayor

CITY OF RIFLE

By: ________________________________
    Mayor

ATTEST:

By: ________________________________
    City Clerk

ATTEST:

By: ________________________________
    City Clerk

2
First Amendment to Colorado River Cooperative Agreement
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)
Counterpart Signature Page

CLINTON DITCH & RESERVOIR COMPANY

By: ________________________________
   Chairman

BOARD OF COMMISSIONERS OF
EAGLE COUNTY

By: ________________________________
   Chairman

MIDDLE PARK WATER CONSERVANCY
DISTRICT

By: ________________________________
   President

EAGLE RIVER WATER & SANITATION
DISTRICT

By: ________________________________
   Chairman

UPPER EAGLE REGIONAL WATER
AUTHORITY

By: ________________________________
   Chairman

EAGLE PARK RESERVOIR COMPANY

By: ________________________________
   President

COLORADO RIVER WATER
CONSERVATION DISTRICT

By: ________________________________
   President

CITY OF GLENWOOD SPRINGS

By: ________________________________
   Mayor

CITY OF RIFLE

By: ________________________________
   Mayor

ATTEST:

By: ________________________________
   City Clerk

ATTEST:

By: ________________________________
   City Clerk
First Amendment to Colorado River Cooperative Agreement  
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)  
Counterpart Signature Page

CLINTON DITCH & RESERVOIR COMPANY

By: [Signature]
Chairman

MIDDLE PARK WATER CONSERVANCY DISTRICT

By: [Signature]
President

BOARD OF COMMISSIONERS OF EAGLE COUNTY

By: [Signature]
Chairman

EAGLE RIVER WATER & SANITATION DISTRICT

By: [Signature]
Chairman

UPPER EAGLE REGIONAL WATER AUTHORITY

By: [Signature]
Chairman

EAGLE PARK RESERVOIR COMPANY

By: [Signature]
President

COLORADO RIVER WATER CONSERVATION DISTRICT

By: [Signature]
President

CITY OF GLENWOOD SPRINGS

By: [Signature]
Mayor

CITY OF RIFLE

By: [Signature]
Mayor

ATTTEST:

By: [Signature]
City Clerk

ATTEST:

By: [Signature]
City Clerk
First Amendment to Colorado River Cooperative Agreement
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)
Counterpart Signature Page

CLINTON DITCH & RESERVOIR COMPANY

By: [Signature]
Chairman

MIDDLE PARK WATER CONSERVANCY DISTRICT

By: [Signature]
President

BOARD OF COMMISSIONERS OF EAGLE COUNTY

By: [Signature]
Chairman

EAGLE RIVER WATER & SANITATION DISTRICT

By: [Signature]
Chairman

UPPER EAGLE REGIONAL WATER AUTHORITY

By: [Signature]
Chairman

EAGLE PARK RESERVOIR COMPANY

By: [Signature]
President

COLORADO RIVER WATER CONSERVATION DISTRICT

By: [Signature]
President

CITY OF GLENWOOD SPRINGS

By: [Signature]
Mayor

CITY OF RIFLE

By: [Signature]
Mayor

ATTEST:

By: [Signature]
City Clerk

ATTEST:

By: [Signature]
City Clerk
First Amendment to Colorado River Cooperative Agreement
(Re: Exhibit J - Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)
Counterpart Signature Page

GRAND VALLEY IRRIGATION COMPANY
By: ____________________________
   President

GRAND VALLEY WATER USERS ASSOCIATION
By: ____________________________
   President

MESA COUNTY IRRIGATION DISTRICT
By: ____________________________
   President

PALISADE IRRIGATION DISTRICT
By: ____________________________
   President

ORCHARD MESA IRRIGATION DISTRICT
By: ____________________________
   President

UTE WATER CONSERVANCY DISTRICT
By: ____________________________
   President
First Amendment to Colorado River Cooperative Agreement
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)
Counterpart Signature Page

GRAND VALLEY IRRIGATION COMPANY

By: ____________________________  By: ____________________________
    President  President

GRAND VALLEY WATER USERS ASSOCIATION

MESAS COUNTY IRRIGATION DISTRICT

By: ____________________________  By: ____________________________
    President  President

PALISADE IRRIGATION DISTRICT

ORCHARD MESA IRRIGATION DISTRICT

By: ____________________________  By: ____________________________
    President  President

UTE WATER CONSERVANCY DISTRICT
First Amendment to Colorado River Cooperative Agreement
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)
Counterpart Signature Page

GRAND VALLEY IRRIGATION COMPANY

By: ______________________________________
    President

GRAND VALLEY WATER USERS ASSOCIATION

By: ______________________________________
    President

MESA COUNTY IRRIGATION DISTRICT

By: ______________________________________
    President

PALISADE IRRIGATION DISTRICT

By: ______________________________________
    President

ORCHARD MESA IRRIGATION DISTRICT

By: ______________________________________
    President

UTE WATER CONSERVANCY DISTRICT

By: ______________________________________
    President
First Amendment to Colorado River Cooperative Agreement  
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage) 
Counterpart Signature Page

GRAND VALLEY IRRIGATION COMPANY

By: ____________________________
    President

MESAS COUNTY IRRIGATION DISTRICT

By: ____________________________
    President

ORCHARD MESA IRRIGATION DISTRICT

By: ____________________________
    President

GRAND VALLEY WATER USERS ASSOCIATION

By: ____________________________
    President

PALLISADE IRRIGATION DISTRICT

By: ____________________________
    President

UTE WATER CONSERVANCY DISTRICT

By: ____________________________
    President
First Amendment to Colorado River Cooperative Agreement
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)
Counterpart Signature Page

GRAND VALLEY IRRIGATION COMPANY

By: ________________________________
President

GRAND VALLEY WATER USERS ASSOCIATION

By: ________________________________
President

MESA COUNTY IRRIGATION DISTRICT

By: ________________________________
President

PALISADE IRRIGATION DISTRICT

By: ________________________________
President

ORCHARD MESA IRRIGATION DISTRICT

By: ________________________________
President

UTE WATER CONSERVANCY DISTRICT

By: ________________________________
President
First Amendment to Colorado River Cooperative Agreement
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)
Counterpart Signature Page

GRAND VALLEY IRRIGATION COMPANY
By: ________________________________
    President

GRAND VALLEY WATER USERS ASSOCIATION
By: ________________________________
    President

MESA COUNTY IRRIGATION DISTRICT
By: ________________________________
    President

PALISADE IRRIGATION DISTRICT
By: ________________________________
    President

ORCHARD MESA IRRIGATION DISTRICT
By: ________________________________
    President

UTE WATER CONSERVANCY DISTRICT
By: ________________________________
    President

3
AGREEMENT REGARDING USE OF CLINTON RESERVOIR
DEAD POOL STORAGE

This Agreement dated September 30, 2018, is between the City and County of Denver acting by and through its Board of Water Commissioners ("Denver") and the Clinton Ditch and Reservoir Company (the "Reservoir Company").

Recitals

A. Denver and the predecessors of the Reservoir Company have previously entered into the Clinton Reservoir - Fraser River Water Agreement dated July 21, 1992 (the "Clinton Agreement"), which among other matters governs the "Reservoir Yield" of Clinton Gulch Reservoir as defined in paragraph 1(a) of the Clinton Agreement.

B. The Reservoir Company desires to utilize the dead storage pool of Clinton Gulch Reservoir under the Clinton Agreement to increase the Reservoir Yield.

C. The Colorado River Cooperative Agreement ("CRCA") states that "Upon Resolution of Blue River Decree Issues, Denver Water and the Clinton Ditch & Reservoir Company will enter into the permanent Agreement regarding the Clinton Reservoir dead storage pool attached hereto as Attachment J." Resolution of the Blue River Decree Issues occurred on March 9, 2018.

D. Paragraph 3 of Exhibit J to the CRCA states that "To effectively provide water from the dead storage pool, the Reservoir Company will be responsible for the installation and operation of a pumping system sufficient to deliver up to 801 acre feet to Ten Mile Creek. The Reservoir Company may only utilize water from the dead storage pool as Reservoir Yield during periods when the pumping system is operational."

E. Since the effective date of the CRCA, the probability that the Reservoir Company would be required to physically pump from the dead pool storage is projected to remain lower than expected for approximately the next 20 to 25 years. This is in part due to the Reservoir Company’s shareholders’ current use of water, which is at 50% of total shares.

F. The Reservoir Company has issued "Class A" shares, which is associated with the original shares of stock that were issued per the 1992 Clinton-Fraser Agreement. There are 12,000 Class A shares in total. The Reservoir Company has also issued "Class B" shares, which represent storage that more recently became available in Clinton Reservoir's "dead pool". There are 2,670 Class B shares in total.

G. Because there remains capacity in the Clinton Reservoir for certain Reservoir Company shareholders to utilize a portion of their Class B shares in addition to Class A
shares for approximately the next 20 to 25 years, Denver and the Reservoir Company are willing to include terms in this Agreement providing for alternatives to use the Clinton Reservoir dead pool in lieu of first installing a pumping system.

H. With the Resolution of the Blue River Decree Issues, Denver and the Reservoir Company are now ready to execute this modified version of Exhibit J to the CRCA.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Denver agrees to allow the Reservoir Company to utilize the dead storage pool of Clinton Gulch Reservoir to increase the Reservoir Yield under the terms herein. The capacity of the dead storage pool of Clinton Gulch Reservoir that can be accessed by pumping is 801 acre feet.

2. The 801 acre feet of water associated with the dead storage pool shall be considered an additional 267 acre feet of Reservoir Yield under paragraph 1(a) of the Clinton Agreement. Alternately, at the election of the Reservoir Company, all or a portion of the 801 acre feet of the dead storage pool can be used to produce up to 67% of the existing 1,200 acre feet of Reservoir Yield in the fourth year of four consecutive years that are not allowable fill years. Under either alternative, such water will be available for use in the same manner, and may be used for the same purposes and in the same manner, as are established in the Clinton Agreement, including repayment water owed to Denver and the snowmaking ratio of not more than 5 to 1 (or such other ratio based on the amount of credited snowmaking return flow established by subsequent decrees); provided, however, that the combined annual volume of water for snowmaking amounts under the Clinton Agreement and this Agreement shall not exceed 6,000 acre feet.

3. To effectively provide water from the dead storage pool, the Reservoir Company will be responsible for the installation and operation of a pumping system sufficient to deliver up to 801 acre feet to Ten Mile Creek. The Reservoir Company may only utilize water from the dead storage pool as Reservoir Yield during periods when the pumping system is operational, subject to the provisions of paragraph 4, below.

4. If the pumping system is not yet operational at the time the Reservoir Company's shareholders desire to use water from the dead storage pool, the following terms will apply to the Reservoir Company's use of the dead pool storage:
a. The Reservoir Company shareholders may use water stored in the dead pool attributable to their Class B dead pool shares prior to the pumping system becoming fully operational until such time when the cumulative amount of storage in Clinton Gulch Reservoir that has been credited to Denver by the Reservoir Company’s shareholders, including both Class A and Class B shares, totals 1,000 acre feet on or before August 1st of any Clinton Reservoir accounting year.

b. At such time that the volume of water credited to Denver in any one accounting year totals 1,000 acre feet, the Reservoir Company will construct infrastructure necessary for deploying and removing a submersible pump ("Removable Pump Infrastructure"), which includes, but is not limited to: the submersible pump sled (without pump) and pump discharge pipeline. Construction of these components will be deemed complete when the submersible pump sled (without pump), and submersible pipeline, connected to the outlet pipeline are in position at the bottom of the reservoir. The Reservoir Company will be solely responsible for the design and construction of the Removable Pump Infrastructure.

c. At such time when the cumulative amount of storage in Clinton Gulch Reservoir credited to Denver’s account, including both Class A shares and Class B shares, totals at least 2,400 acre feet on or before August 1st of any Clinton Gulch Reservoir accounting year, the Reservoir Company shall limit its use of Clinton Gulch Reservoir during the ensuing accounting years. Such use shall be limited to the volume of water in Clinton Reservoir, excluding the dead pool less the total volume of water credited to Denver’s account.

5. Alternatively, the shareholders may increase their use of Clinton Reservoir water in the ensuing accounting years, over and above the amount described in paragraph 4 above, through utilization of unused portions of the dead pool if the Reservoir Company has installed a pump on the submersible pump sled, connected the pump to the pump discharge pipeline, deployed the dead pool pumping system to the location in the reservoir from which it can pump the full 801 acre feet of dead pool volume, and demonstrated the dead pool pumping system is capable of delivering the full dead pool volume of water through the outlet pipeline to Ten Mile Creek over a period of not more than 70 days by the start of the accounting year (August 1st). For determining the capability of the dead pool pump station to deliver 801 acre feet in 70 days, the pumping system should be tested for a period of not less than six hours at a capacity of not less than 5.8 cubic feet per second ("cfs") before the system is deemed to satisfy the conditions set forth in this paragraph. The Reservoir Company will be solely responsible for completing the tasks identified above.

6. The Reservoir Company will notify Denver in writing when any of the conditions described in paragraphs 4.a-c, or 5 occur.
7. The term of this Agreement shall be perpetual. Nothing in this Agreement is deemed to modify or amend the Clinton Agreement, as amended by the CRCA. Denver and the Reservoir Company may modify this Agreement by written amendment of this Agreement.

8. Except as expressly modified by this Agreement, the CRCA shall remain in full force and effect.

Executed as of the date first set forth above.

ATTEST:

By: [Signature]
Secretary

CLINTON DITCH AND RESERVOIR COMPANY

By: [Signature]
President

Date: 9/20/18

ATTEST:

By: [Signature]
Secretary

CITY AND COUNTY OF DENVER, acting by and through its
BOARD OF WATER COMMISSIONERS

By: [Signature]
President

Date: 11/8/2018

Approved as to Form:

[Signature]
Office of General Counsel