

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

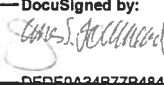
This Amendment dated September 30, 2018, is among the undersigned entities that are parties to the Colorado River Cooperative Agreement dated September 26, 2013 (the "CRCA").

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**

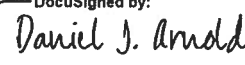
ATTEST:

DocuSigned by:  
  
DEDE0A24B77B484  
Secretary

DocuSigned by:  
  
2DD3279B894843F  
President

APPROVED AS TO FORM:

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

DocuSigned by:  
  
E251B67846EB43C  
By: \_\_\_\_\_  
General Counsel

DocuSigned by:  
  
DBCB7E91F417406  
By: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF SUMMIT**

**BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF GRAND**

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

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

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Summit County Manager

By: \_\_\_\_\_  
Grand County Clerk and Recorder

**FIRST AMENDMENT TO THE COLORADO RIVER COOPERATIVE AGREEMENT  
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**CITY AND COUNTY OF DENVER,  
acting by and through its  
BOARD OF WATER COMMISSIONERS**

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

APPROVED AS TO FORM:

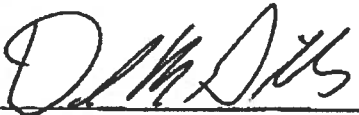
REGISTERED AND COUNTERSIGNED:  
Dennis J. Gallagher, Auditor  
CITY AND COUNTY OF DENVER

By: \_\_\_\_\_  
General Counsel

By: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF SUMMIT**

**BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF GRAND**

By:   
Chairman

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

ATTEST:

ATTEST:

By:   
Summit County Manager

By: \_\_\_\_\_  
Grand County Clerk and Recorder

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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:

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

By: \_\_\_\_\_  
General Counsel

By: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF SUMMIT**

**BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF GRAND**

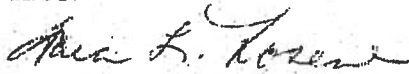
By: \_\_\_\_\_  
Chairman

By:   
Chairman

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Summit County Manager

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: Bruce Hodson  
Chairman

**MIDDLE PARK WATER CONSERVANCY  
DISTRICT**

By: \_\_\_\_\_  
President

**BOARD OF COMMISSIONERS OF  
EAGLE COUNTY**

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

**EAGLE RIVER WATER & SANITATION  
DISTRICT**

By: Stephen B. Friel  
Chairman

**UPPER EAGLE REGIONAL WATER  
AUTHORITY**

By: George Gregory  
Chairman

**EAGLE PARK RESERVOIR COMPANY**

By: George Gregory  
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: \_\_\_\_\_  
Chairman

**MIDDLE PARK WATER CONSERVANCY  
DISTRICT**

By:   
President

**BOARD OF COMMISSIONERS OF  
EAGLE COUNTY**

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

**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  
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Counterpart Signature Page

**CLINTON DITCH & RESERVOIR  
COMPANY**

**MIDDLE PARK WATER CONSERVANCY  
DISTRICT**

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

By: \_\_\_\_\_  
President

**BOARD OF COMMISSIONERS OF  
EAGLE COUNTY**

**EAGLE RIVER WATER & SANITATION  
DISTRICT**

By:  \_\_\_\_\_  
Chairman  
86A681FFE84403...

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

**UPPER EAGLE REGIONAL WATER  
AUTHORITY**

**EAGLE PARK RESERVOIR COMPANY**

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

By: \_\_\_\_\_  
President

**COLORADO RIVER WATER  
CONSERVATION DISTRICT**

**CITY OF GLENWOOD SPRINGS**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

**CITY OF RIFLE**

ATTEST:

By: \_\_\_\_\_  
Mayor

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

ATTEST:

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

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**CLINTON DITCH & RESERVOIR  
COMPANY**

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

**MIDDLE PARK WATER CONSERVANCY  
DISTRICT**

By: \_\_\_\_\_  
President

**BOARD OF COMMISSIONERS OF  
EAGLE COUNTY**

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

**EAGLE RIVER WATER & SANITATION  
DISTRICT**

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

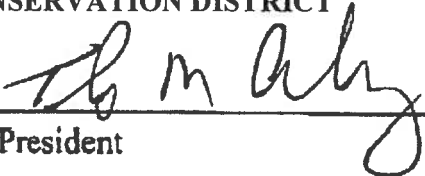
**UPPER EAGLE REGIONAL WATER  
AUTHORITY**

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  
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Counterpart Signature Page

**CLINTON DITCH & RESERVOIR  
COMPANY**

By: Bruce Hedson  
Chairman

**MIDDLE PARK WATER CONSERVANCY  
DISTRICT**

By: \_\_\_\_\_  
President

**BOARD OF COMMISSIONERS OF  
EAGLE COUNTY**

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

**EAGLE RIVER WATER & SANITATION  
DISTRICT**

By: Stephen B. Friel  
Chairman

**UPPER EAGLE REGIONAL WATER  
AUTHORITY**

By: George Sugay  
Chairman

**EAGLE PARK RESERVOIR COMPANY**

By: George Sugay  
President

**COLORADO RIVER WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
President

**CITY OF GLENWOOD SPRINGS**

By: [Signature]  
Mayor

**CITY OF RIFLE**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: Catherine Mythen Fletcher  
City Clerk

ATTEST:

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



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Counterpart Signature Page

CLINTON DITCH & RESERVOIR  
COMPANY

By: Bruce Hedstrom  
Chairman

MIDDLE PARK WATER CONSERVANCY  
DISTRICT

By: \_\_\_\_\_  
President

BOARD OF COMMISSIONERS OF  
EAGLE COUNTY

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

EAGLE RIVER WATER & SANITATION  
DISTRICT

By: Stephen B. Friel  
Chairman

UPPER EAGLE REGIONAL WATER  
AUTHORITY

By: George Gregory  
Chairman

EAGLE PARK RESERVOIR COMPANY

By: George Gregory  
President

COLORADO RIVER WATER  
CONSERVATION DISTRICT

By: \_\_\_\_\_  
President

CITY OF GLENWOOD SPRINGS

By: \_\_\_\_\_  
Mayor

CITY OF RIFLE

By: Belen Ol  
Mayor

ATTEST:

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

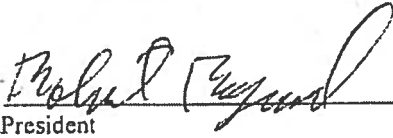
ATTEST:

By: Kathy Doll  
City Clerk



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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

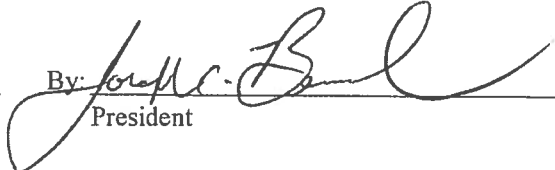
By: \_\_\_\_\_  
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**GRAND VALLEY IRRIGATION  
COMPANY**

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: \_\_\_\_\_  
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**GRAND VALLEY IRRIGATION  
COMPANY**

By: \_\_\_\_\_  
President

**GRAND VALLEY WATER USERS  
ASSOCIATION**

By: \_\_\_\_\_  
President

**MESA COUNTY IRRIGATION  
DISTRICT**

By: Dave Woodhew  
President

**PALISADE IRRIGATION DISTRICT**

By: \_\_\_\_\_  
President

**ORCHARD MESA IRRIGATION  
DISTRICT**

By: \_\_\_\_\_  
President

**UTE WATER CONSERVANCY DISTRICT**

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**GRAND VALLEY IRRIGATION  
COMPANY**

By: \_\_\_\_\_  
President

**GRAND VALLEY WATER USERS  
ASSOCIATION**

By: \_\_\_\_\_  
President

**MESA COUNTY IRRIGATION  
DISTRICT**

By: \_\_\_\_\_  
President

**PALISADE IRRIGATION DISTRICT**

By: John Krugman  
President

**ORCHARD MESA IRRIGATION  
DISTRICT**

By: \_\_\_\_\_  
President

**UTE WATER CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
President

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**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: *Bruce Johnson*  
President

**UTE WATER CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
President

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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

## **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:

**CLINTON DITCH AND RESERVOIR COMPANY**

By: [Signature]  
Secretary

By: [Signature]  
President

Date: 9/20/18

ATTEST:

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

DocuSigned by:  
By: [Signature]  
Secretary

DocuSigned by:  
By: [Signature]  
President

Date: 11/8/2018

Approved as to Form:

DocuSigned by:  
Daniel J. Arnold  
Office of General Counsel