

Attachment A

Division/District and Name of Structure or Water Right Name	Source	Appropriation Date	Decree Date	Amount	Case No.
Water Division No. 1					
Lawn Irrigation Return Flow Project	Reusable return flow	N/A	Pending	200 cfs	2004CW121
District No. 2 Storage Rights					
Denver Water/South Adams County Reservoir Water Supply Project					
North Reservoir Complex - Fill and refill	South Platte River	10/15/1996	Pending	17,747 AF	2001CW286
South Reservoir Complex - Fill and refill	South Platte River	10/15/1996	Pending	2,400 AF	2001CW286
South Reservoir Complex - Enlargement	South Platte River	10/15/1996	Pending	1,129 AF	2009CW264
Lupton Lakes Storage Complex - Fill and refill	South Platte River	7/12/2006	Pending	11,400 AF	2007CW322
District No. 2 Direct Flow Rights					
DIA Wetlands	South Platte River trib flow	4/1/2000	12/27/2006	22.16 AF	2003CW129
DIA Wetlands	Box Elder Creek	7/1/2000	1/14/2004	16.32 AF	2002CW386
Gravel Pit Exchange	South Platte River	10/15/1996	Pending	80 cfs	2009CW123
Recycling Plant Intake	South Platte River	10/15/1996	Pending	70.0 cfs	2001CW287
Recycling Plant Intake exch. and subs.	South Platte River	10/15/1996	Pending	70.0 cfs	2001CW287
5K Direct Flow Right	South Platte River	10/31/1999	Pending	150 cfs	2001CW285
Farmers and Gardeners Ditch 1st Enlargement	South Platte River	03/15/1863	04/28/1883	13.72 cfs ^K	2009CW84
	South Platte River	04/01/1874	04/28/1883	10.28 cfs ^K	2009CW84
District No. 6 Storage Rights					
Gross Reservoir					
Storage Right	South Boulder Creek	05/10/1945	09/28/1953	113,078 AF ^D	C.A.12111
Refill Right	South Boulder Creek	05/10/1945	09/28/1953	113,078 AF ^D	C.A.12111
Ralston Creek Reservoir					
Priority 31 Storage Right	South Boulder Creek	01/01/1930	09/28/1953	11,000 AF	C.A.12111
Priority 31 Storage Right	South Boulder Creek	10/31/1932	09/28/1953	1,758 AF	C.A.12111
District No. 6 Direct Flow Rights					
South Boulder Diversion Conduit	South Boulder Creek	01/01/1930	09/28/1953	461 cfs	C.A.12111
District No. 7 Storage Rights					
Ralston Creek Reservoir	Ralston Creek	01/01/1930	10/18/1978	7,394 AF	W-7561
Ralston Creek Reservoir	Ralston Creek	01/01/1930	10/18/1978	3,382 AF ^H	W-7561
Long Lake No. 1 (Upper)	Ralston Creek	05/29/1873	10/04/1884	890 AF	Not given
Long Lake No. 1 (Upper)	Ralston Creek	06/06/1909	05/13/1936	557 AF	C.A. 60052
Long Lake No. 1 (Upper)	Ralston Creek	06/06/1909	05/13/1936	72 AF ^H	C.A. 60052
Long Lake No. 2 (Lower)	Ralston Creek	06/06/1909	05/13/1936	292 AF	C.A. 60052
District No. 7 Direct Flow Rights					
Ralston Creek Intake	Ralston Creek	01/01/1930	10/18/1978	212 cfs	W-7561
Ralston Creek Intake	Ralston Creek	01/01/1930	10/18/1978	148 cfs ^H	W-7561
District No. 8 Storage Rights					

Attachment A

Division/District and Name of Structure or Water Right Name	Source	Appropriation Date	Decree Date	Amount	Case No.
Chatfield Reservoir					
Storage	South Platte River	12/28/1977	08/29/1994	27,428 AF ^D	W-8783-77
Exchange	South Platte River	12/28/1977	08/29/1994	27,428 AF ^D	W-8783-77
Marston Reservoir	South Platte River	04/01/1911	06/16/1930	19,795 AF	C.A. 807
Platte Canyon Reservoir	South Platte River	09/05/1902	06/16/1930	905 AF	C.A. 807
Strontia Springs Reservoir	South Platte River	03/21/1962	12/19/1983	7,700 AF	80CW406
Refill Right	South Platte River	03/21/1962	02/28/1990	7,864 AF	87CW116
District No. 8 Direct Flow Rights					
Brown Ditch	South Platte River	11/30/1862	04/17/1990	8.75 cfs	86CW014
Cherry Creek Park Well No. 1	Cherry Creek Alluvium	07/25/1989	10/24/2006	98 gpm	89CW198
Cherry Creek Galleries (Well O)	Cherry Creek	05/01/1887	06/16/1930	14.02 cfs	C.A. 807
Cherry Creek Galleries (Well O) Aug. Plan	Cherry Creek	05/01/1887	10/5/2007	2.45 cfs	2003CW234
Exchange within Denver Water System	South Platte River	07/04/1921	05/18/1972	3,000 cfs ^{D,E,I}	C.A. 3635
Four Mile House Well No. 1	Cherry Creek Alluvium	8/31/1948	8/29/1983	0.44 cfs	83CW095
Snell Ditch	Cherry Creek Alluvium	9/30/1871	10/30/1991	31 gpm	85CW325
Success Ditch	Cherry Creek Alluvium	4/30/1872	10/30/1991	169 gpm	85CW325
Garland Park Well No. 1	Cherry Creek Alluvium	9/20/1991	3/7/2007	525 gpm	93CW110
Success Ditch	Cherry Creek Alluvium	4/30/1872	3/7/2007	525 gpm	85CW325
Intake Rights - Divertible at Conduit No. 20 Intake and Strontia Springs Reservoir/Conduit No. 26 (Foothills Tunnel) and other points					
Transfer from Platte Canyon Ditch	South Platte River	07/30/1861	01/16/1984	4.70 cfs	80CW039
Transfer from Platte Canyon Ditch	South Platte River	12/30/1863	01/16/1984	24.50 cfs	80CW039
Transfer from Platte Canyon Ditch	South Platte River	12/30/1864	01/16/1984	17.30 cfs	80CW039
Transfer from Borden Ditch	South Platte River	05/01/1866	01/16/1984	8.70 cfs	80CW039
City Right	South Platte River	12/20/1870	01/16/1984	3.00 cfs	80CW039
City Right	South Platte River	12/31/1874	01/16/1984	3.78 cfs	80CW039
Transfer from Weed Ditch	South Platte River	05/01/1875	01/16/1984	2.31 cfs	80CW039
City Right	South Platte River	09/10/1878	01/16/1984	13.22 cfs	80CW039
Transfer from Weed Ditch	South Platte River	06/01/1879	01/16/1984	3.65 cfs	80CW039
City Right	South Platte River	06/30/1880	01/16/1984	10.00 cfs	80CW039
Transfer from Love and Raynor Ditch	South Platte River	05/08/1881	01/16/1984	1.71 cfs	80CW039
Transfer from Little Channel Ditch	South Platte River	05/01/1882	01/16/1984	0.48 cfs	80CW039
Transfer from Island Ditch	South Platte River	05/20/1885	01/16/1984	2.04 cfs	80CW039
City Right	South Platte River	10/01/1889	01/16/1984	12.38 cfs	80CW039
City Right	South Platte River	09/01/1892	01/16/1984	25.33 cfs	80CW039
City Right	South Platte River	05/01/1899	01/16/1984	38.08 cfs	80CW039
City Right	South Platte River	12/06/1910	01/16/1984	42.72 cfs	80CW039
Foothills Tunnel and Conduit No. 26	South Platte River	03/21/1962	12/19/1983	774 cfs ^{D,I}	80CW408
John F. Kennedy Golf Course Wells and Plan for Augmentation					
John F. Kennedy Well 1 (51765-F)	Cherry Creek	01/13/1961	06/24/1985	1.23 cfs	81CW404
John F. Kennedy Well 2 (51764-F)	Cherry Creek	02/13/1961	06/24/1985	1.53 cfs	81CW404
John F. Kennedy Well 3 (42580-F)	Cherry Creek	03/27/1990	12/04/2006	700 gpm	93CW033
JFK Augmentation Plan	Cherry Creek	01/13/1961	06/20/1986	535 AF	81CW405
JFK Golf Course Expansion	Cherry Creek	03/27/1990	12/04/2006	571 AF	93CW033

Attachment A

Division/District and Name of Structure or Water Right Name	Source	Appropriation Date	Decree Date	Amount	Case No.
Last Chance Ditch No. 2					
Priority No. 14	South Platte River	12/30/1863	02/24/1993	1.74 cfs	92CW014
Priority No. 19	South Platte River	12/30/1865	02/24/1993	0.2 cfs	92CW014
Priority No. 39	South Platte River	03/03/1868	02/24/1993	6.54 cfs	92CW014
Nevada Ditch (Excludes amounts diverted at Farnell Lane Wells)					
Priority No. 4	South Platte River	08/30/1861	08/17/1992	13.06 cfs	90CW172
Priority No. 19	South Platte River	12/30/1865	08/17/1992	16.0 cfs	90CW172
Overland Golf Course Pumping Plant and Plan for Augmentation					
Epperson Ditch	South Platte River	05/01/1860	04/26/1993	0.34 cfs	91CW030
Overland Golf Course Pumping Plant	South Platte River	05/09/1958	02/17/1993	2.25 cfs	91CW029
Plan for Augmentation	South Platte River		05/24/1993	2.25 cfs	91CW028
District No. 9 Storage Rights					
Harriman Reservoir Priority No 1 Original Cons.	Bear & Turkey Creeks	05/01/1873	02/04/1884	18.09 cfs	C.A. 6832
Harriman Reservoir Priority No 2 1st Enlargement	Bear & Turkey Creeks	04/01/1875	02/04/1884	37.58 cfs	C.A. 6832
Marston Reservoir	Bear Creek	08/15/1892	09/24/1935	19,795 AF	C.A. 91471
Soda Lakes Reservoirs					
Priority No. 5 (Domestic)	Bear Creek	02/11/1893	09/24/1935	598 AF	C.A. 91471
District No. 9 Direct Flow Rights					
Harriman (Arnett) Ditch					
Priority No. 21	Turkey Creek	04/15/1868	05/13/1998	5.7 cfs	91CW103
Priority No. 23	Bear Creek	03/16/1869	05/13/1998	4.21 cfs	91CW103
Priority No. 25	Bear Creek	05/01/1871	05/13/1998	13.54 cfs	91CW103
Priority No. 30	Bear Creek	03/01/1882	05/13/1998	6.82 cfs	91CW103
Priority No. 67 Domestic (irrigation season)	Bear Creek	12/05/1889	09/24/1935	25.50 cfs	C.A. 91471
Priority No. 68 Domestic (non-irrigation season)	Bear Creek	12/05/1889	09/24/1935	148.35 cfs	C.A. 91471
Priority No. 69 Domestic (irrigation season)	Turkey Creek	02/01/1890	09/24/1935	4.805 cfs	C.A. 91471
Priority No. 70 Domestic (non-irrigation season)	Turkey Creek	02/01/1890	09/24/1935	29.97 cfs	C.A. 91471
Priority No. 77 Domestic (irrigation season)	Bear Creek	08/15/1892	09/24/1935	19.16 cfs	C.A. 91471
Priority No. 78 Domestic (irrigation season)	Turkey Creek	08/15/1892	09/24/1935	4.50 cfs	C.A. 91471
Priority No. 79 Domestic (non-irrigation season)	Bear Creek	08/15/1892	09/24/1935	76.65 cfs	C.A. 91471
Priority No. 80 Domestic (non-irrigation season)	Turkey Creek	08/15/1892	09/24/1935	18.03 cfs	C.A. 91471
Hodgson Ditch					
Priority No. 3	Bear Creek	06/01/1861	05/13/1998	1.55 cfs	91CW102
Priority No. 9	Bear Creek	05/31/1862	05/13/1998	0.39 cfs	91CW102
Pioneer-Union Ditch					
Priority No. 5	Bear Creek	12/10/1861	05/13/1998	4.98 cfs	91CW100
Priority No. 11	Bear Creek	09/01/1862	05/13/1998	3.26 cfs	91CW100
Priority No. 15	Bear Creek	03/15/1865	05/13/1998	10.09 cfs	91CW100
Robert Lewis Ditch	Bear Creek	10/01/1865	05/13/1998	6.96 cfs	91CW105
Simonton Ditch	Bear Creek	12/25/1860	05/13/1998	19.67 cfs	91CW106
Warrior Ditch					
Priority No. 4	Bear Creek	12/01/1861	05/13/1998	4.46 cfs	91CW109
Priority No. 8	Turkey Creek	04/16/1862	05/13/1998	1.03 cfs	91CW109
Priority No. 14	Bear Creek	10/31/1864	05/13/1998	9.21 cfs	91CW109

Attachment A

Division/District and Name of Structure or Water Right Name	Source	Appropriation Date	Decree Date	Amount	Case No.
Priority No. 16	Bear Creek	04/01/1865	05/13/1998	4.16 cfs	91CW109
District No. 23 Storage Rights					
Antero Reservoir	South Fork South Platte River	10/08/1907	05/31/1913	85,564 AF	C.A. 1678
Antero Reservoir Refill Right	South Fork South Platte River	12/31/1929	03/24/1953	20,046 AF	C.A. 3286
Antero Reservoir Exchange Right	South Fork South Platte River	04/01/1935	03/24/1953	20,046 AF	C.A. 3286
Eleven Mile Canon Reservoir					
1st Enlargement	South Fork South Platte River	10/07/1957	04/27/1972	15,862 AF	C.A. 3701
Refill Right	South Fork South Platte River	12/31/1929	03/24/1953	81,917 AF	C.A. 3286
Exchange Right	South Fork South Platte River	04/01/1935	03/24/1953	81,917 AF	C.A. 3286
Cheesman Reservoir					
1st Enlargement	South Fork South Platte River	09/24/1893	05/22/1913	48,373 AF	C.A. 1636
Refill Right	South Fork South Platte River	12/31/1929	03/24/1953	79,064 AF	C.A. 3286
Exchange Right	South Fork South Platte River	04/01/1935	03/24/1953	79,064 AF	C.A. 3286
District No. 23 Direct Flow Rights					
Beery Ditch	Four Mile Creek, South Platte R	06/15/1861	07/14/1976	13.0 cfs	W-7739-74
Four Mile No. 9 Ditch	Four Mile Creek, South Platte R.	06/01/1868	11/12/1982	7.00 cfs	80CW313
Water Division No. 5					
Exchange Rights from Williams Fork Reservoir to:					
Dillon Reservoir and Roberts Tunnel	Blue R, Snake R, Ten Mile Cr	06/24/1946	03/10/1952	252,678 AF	Cons. 2782, 5016, 5017
Dillon Reservoir and Roberts Tunnel	Blue R, Snake R, Ten Mile Cr	06/24/1946	05/30/1972	93,637 AF	C.A. 1430
Dillon Reservoir and Roberts Tunnel	Blue R, Snake R, Ten Mile Cr	06/24/1946	11/10/1992	96,822 AF	88CW382
Fraser River Diversion Project ^C	Fraser River and tributaries	11/10/1935	11/05/1937	93,637 AF	C.A. 657
Williams Fork Diversion Project ^C	Williams Fork River & tributaries	11/10/1935	11/05/1937	93,637 AF	C.A. 657
Cabin- Meadow Creek System ^L	Cabin-Meadow Creek and tribs.	07/02/1932	10/12/1955	70 cfs/5,100 AF	Cons. 2782, 5016, 5017
District No. 36 Storage Rights					
Dillon Reservoir ^J	Blue R, Snake R, Ten Mile Cr	06/24/1946	03/10/1952	252,678 AF	C.A. 1806
Refill Right ^J	Blue R, Snake R, Ten Mile Cr	01/01/1985	08/23/1999	15,000 AF ^{D,F}	87CW376
District No. 36 Direct Flow Rights					
Blue River Diversion Project ^J	Blue R, Snake R, Ten Mile Cr	06/24/1946	03/10/1952	788 cfs ^{A,D}	Cons. 2782, 5016, 5017
District No. 51 Storage Rights					
Williams Fork Reservoir ^C	Williams Fork River	11/10/1935	11/05/1937	93,637 AF	C.A. 657
Williams Fork Reservoir	Williams Fork River	10/09/1956	05/30/1972	93,637 AF	C.A. 1430
Meadow Creek Reservoir ^L					
Meadow Cr Res - Moffat Tunnel Collection Sys.	Meadow Creek	07/02/1932	11/05/1937	5,100 AF	C.A.657
	Meadow Creek	08/30/1963	05/30/1972	5,100 AF	C.A.1430
Wolford Mountain Reservoir ^G					
Enlargement	Muddy Creek	12/14/1987	12/20/1989	23,997 AF	87CW283
Substitution	Muddy Creek	01/16/1995	12/31/1995	2,400 AF	95CW281
Emergency Exchange	Muddy Creek		03/05/1996	200 cfs	91CW252
	Muddy Creek	03/03/1987	03/05/1996	200 cfs	91CW252
District No. 51 Direct Flow Rights					
Fraser River Diversion Project ^C	Fraser River & Tributaries	07/04/1921	11/05/1937	1280 cfs ^D	C.A.657

Attachment A

Division/District and Name of Structure or Water Right Name	Source	Appropriation Date	Decree Date	Amount	Case No.
Cabin - Meadow Creek System					
Hamilton- Cabin Creek Ditch ^L	Fraser River Tributaries	07/02/1932	11/05/1937	70 cfs	C.A.657
Extension and Enlargement Hamilton Ditch ^L	Fraser River Tributaries	07/02/1932	11/05/1937	25 cfs	C.A.657
Moffat Tunnel Collection System	Fraser River & Tributaries	08/30/1963	05/30/1972	100.0 cfs	C.A.1430
Williams Fork Diversion Project ^C	Williams Fork River & Tribs	07/04/1921	11/05/1937	245 cfs ^B	C.A.657

NOTE: The information contained in this Attachment A is for descriptive purposes only, and is not intended to represent an interpretation, admission or modification of any of the water right decrees.

A. Pending claim in Case No. 2006CW255 to make 654 cfs absolute.

B. Pending claim in Case No. 2007CW031 to make 245 cfs absolute. Conditional water rights associated with the enlargement and extension of the Williams Fork Diversion Project will be developed cooperatively with West Slope Entities pursuant to Article I.C.3.

C. Reuse of return flows generated by diversion and importation through the Moffat and Jones Pass Tunnels of this water right are subject to the ruling in Case No. 81CW405, Water Division No. I. If the agreement or ruling is modified such that Denver Water is able to reuse these return flows, such return flows shall be subject to Articles I and II.

D. Water right is partially absolute and partially conditional.

E. Pending application in Case No. 2008CW159 to make 672 cfs absolute.

F. Pending application in Case No. 2003CW039 to make 141,712 acre feet absolute. Under the decree in 87CW376, Denver may import through the Roberts Tunnel 150,000 af over any consecutive 10 year period.

G. By agreement dated July 21, 1992, Denver Water has 40% interest in Wolford Mountain Reservoir capacity and water right. Although Wolford Mountain Reservoir water is not physically used on the east slope, Denver Water operates an intergrated system and Wolford Mountain enables it to more fully use its Colorado River basin supplies.

H. Amount is for portion of conditional right, which when added to the amount absolute, equals the physical capacity of the facility.

I. Applies to only that portion of the water right needed to satisfy Denver Water's obligations under Articles I.A and I.B.

J. Water provided to Denver Water pursuant to the terms of paragraph 9 of the May 15, 2003 Memorandum of Agreement Regarding Colorado Springs Substitution Operations shall be used for the same uses and locations as the rights listed on this Attachment A.

K. May be used to satisfy Denver Water's obligations stemming from the ruling in Case No. 81CW405 in addition to use under Articles I.A and I.B.

L. Denver Water's interests in this water right are the setforth in an agreement dated August 11, 1995 between Denver Water, City of Englewood and Climax Metals Company.

Attachment C Fixed Amount Contracts

<u>Raw Water</u>	<i>Maximum Annual Demand (acre feet)</i>	<i>Contract/ Stipulation Date</i>
5K Agreement	5,000	08/31/1999
Agricultural Ditch	200	04/02/1936
Antero Contracts (delivered through High Line Canal)	414	various dates
Arvada	19,000	05/25/1965
Arvada	3,000	12/07/1999
Arvada	531	09/01/2004
Arvada/Long Lakes Ranch (Sports Complex)	400	12/16/1997
Aurora	300	04/18/1995
Centennial W&S District	1,000	12/20/1994
Consolidated Mutual	1,853	05/02/2000
Englewood	700	08/11/1995
Englewood/Cabin Meadow Creek	3,200	08/11/1995
Englewood (Replacement for 1953 Agreement)	750	08/05/1991
Englewood - stipulation in Case No. 80CW039	60	02/24/1992
Girls Scouts	1.46	10/11/1988
Golden/Vidler	360	05/10/2007
Inverness	568	08/05/1997
Lockheed Martin (Ridge Riders)	6	06/07/1994
North Table Mountain	6,000	01/19/1988
Rocky Mountain Arsenal	300	04/09/2008
U.S. Department of Energy (Rocky Flats-Dow Chemical)	1,396	10/28/1952
Westminster	3,500	01/24/1984
Westminster	1,000	09/21/1993
Total Raw Water	49,539	

Treated Water - Outside Service Area

(Excludes Emergency Interconnect Agreements and miscellaneous Connector Agreements.)^B

Broomfield	6,500	11/01/1994
East Cherry Creek Valley	771	05/15/2002
Inverness	598	08/05/1997
South Adams County W&S District	4,000	11/30/1998
Rocky Mountain Arsenal	50	11/30/1998
Chatfield South	69	03/23/1999
Total Treated Water	11,988	

Attachment C Fixed Amount Contracts

<u>Recycle Water</u>	<i>Maximum Annual Demand (acre feet)</i>	<i><u>Contract/ Stipulation Date</u></i>
Rocky Mountain Arsenal	1,200	11/30/1998
Xcel Energy (Cherokee Plant)	5,200	12/16/1997
Total Recycle Water	6,400	
Grand Total	67,927	

^A Significant effort was made to assure this is a complete list of all of Denver's water delivery obligations under Fixed Contracts outside the Service Area in the South Platte River Basin. It does not include various delivery obligations Denver has in the Colorado River Basin, including:

- Grand County Water and Sanitation District dated October 6, 1960 and November 24, 1986
- Winter Park Water and Sanitation District dated January 23, 1980
- Summit County dated September 18, 1985
- Clinton Reservoir - Fraser River Water Agreement dated July 21, 1992
- Colorado Division of Wildlife dated May 27, 1993
- Cyprus Climax Metals dated August 11, 1995
- Taussig Ranch (Big Lake Ditch) dated March 30, 1998

^B Connector Agreements provide for water service to single premises outside Denver through metered taps without specifying a fixed limit. Water supplied under Emergency Interconnect Agreements and Connector Agreements is permissible under Article I.A.

ATTACHMENT D

WEST SLOPE CHARGE AGREEMENT

Agreement between Recipient, River District and Denver Water.

1. Recipient agrees to pay into the West Slope Fund the West Slope Charge for each acre-foot of [effluent, Future contract, spot sale, temporary lease] water delivered by Denver Water, as provided in Recipient's water supply contract with Denver Water.
 - The West Slope Charge will be 12.5 or 15% of the water rate imposed by Denver Water.
 - Recipient agrees that payment of the West Slope Charge is a contractual obligation to the River District, established at the defined percentage. Parties agree that the West Slope Charge is not a cost-based rate, but a contractual obligation, and is not governed by rate provisions in Denver Water's water supply contracts and leases.
 - Recipient agrees that nonpayment of the West Slope Charge may constitute breach of this contract and may result in suspension of water deliveries.
2. Billing and payment
 - Denver Water agrees to bill and collect the West Slope Charge on behalf of the River District as part of Denver Water's normal billing of Recipient.
 - Whenever Denver Water adjusts the rates charged to Recipient [usually annually], it will notify the River District in the same manner as it notifies its customers. The River District will respond in writing, requesting that Denver Water bill and collect the specified revised West Slope Charge based on the adjusted rate.
 - Recipient will pay the West Slope Charge as part of its payment for water delivered.
 - Denver Water will follow its normal procedures for collecting payments and providing notice of nonpayment.
 - Denver Water will transmit the collected West Slope Charge payments to the River District on a regular schedule determined by the payment schedule.
3. Default for nonpayment
 - If Recipient fails to pay the West Slope Charge within the period allowed by Denver Water's normal billing and collection procedures, Denver Water will send a written notice to the River District.
 - The River District will send written notice to Recipient, with a copy to Denver Water, of breach of contract for failure to pay the West Slope Charge. The notice of breach shall include a reasonable period during which the Recipient may cure the breach.
 - The River District will undertake such measures as it deems necessary to collect the unpaid West Slope Charge.
 - If other efforts fail and the River District deems it necessary, the River District will send a notice of proposed suspension of water delivery to the Recipient and a notice of default

to Denver Water requesting that Denver Water suspend delivery of water on a proposed date of suspension, which shall be no less than 10 days following the date of the notice. [For spot sales, the notice to Denver Water will request that the recipient be disqualified from future spot sales until the default is cured.]

- If payment is not received prior to the end of the noticed period, Denver Water agrees to suspend deliveries of water [or disqualify Recipient from future spot sales] as requested by the River District, until such time as the West Slope Charge is paid and the River District requests Denver Water to resume deliveries.
 - Denver Water will not suspend deliveries of water to a Recipient unless the written notice of default includes a certification from the River District that it will take full responsibility for any damages to Recipient resulting from suspension of service requested by River District that is later determined to be unlawful or to be invalid by reason of an error committed by the River District, and to hold Denver Water harmless for any such damages and costs incurred by Denver Water, if any, in defending itself. The River District will assume no responsibility for an error committed by Denver Water.
4. For Recipients who receive water from reusable effluent project and Future Contracts
- Agree to Abstention Provisions.

Attachment E

Division/District and Name of Structure or Water Right Name	Source	Appropriation Date	Decree Date	Amount	Case No.
Water Division No. 1					
33 Tributary Wells located in W.D. 1	South Platte River	1910 - 1965	5/17/1983	0.067 - 3.33 cfs	W-5406
Non-tributary and Not Non-tributary Underground Water	Not Non-trib. Upper Arapahoe Aquifer	N/A	3/25/2010	1,972 AF	2003CW186
	Non-trib. Upper Arapahoe Aquifer	N/A	3/25/2010	4,187 AF	2003CW186
	Non-trib. Lower Arapahoe Aquifer	N/A	3/25/2010	6,213 AF	2003CW186
	Non-trib. Laramie Fox-Hills Aquifer	N/A	3/25/2010	16,723 AF	2003CW186
District No. 6 Storage Rights					
Ralston Creek Reservoir Priority 33C Storage Right	South Boulder Creek	10/31/1932	09/28/1953	3,210 AF ^C	C.A.12111
District No. 6 Direct Flow Rights					
South Boulder Diversion Conduit	South Boulder Creek	01/01/1930	09/28/1953	789 cfs ^C	C.A.12111
Denver Power Conduit No. 1	South Boulder Creek	05/10/1945	09/28/1953	350 cfs ^E	C.A.12111
District No. 7 Storage Rights					
Ralston Creek Reservoir	Ralston Creek	01/01/1930	10/18/1978	673 AF ^C	W-7561
Long Lake No. 1 (Upper)	Ralston Creek	06/06/1909	05/13/1936	503.8 ^C	C.A. 60052
Long Lake No. 2 (Lower)	Ralston Creek	06/06/1909	05/13/1936	716.3 ^C	C.A. 60052
District No. 8 Storage Rights					
Chatfield Reservoir Storage (Recreational Uses)	South Platte River	05/29/1975	12/31/1975	24,000 AF	W-7997-75
Storage	South Platte River	12/28/1977	08/29/1994	27,572 AF ^C	W-8783-77
Storage	South Platte River	12/28/1977	08/29/1994	156,200 AF ^C	W-8783-77
Exchange	South Platte River	12/28/1977	08/29/1994	27,572 AF ^C	W-8783-77
Exchange	South Platte River	12/28/1977	08/29/1994	156,200 AF ^C	W-8783-77
Two Forks Reservoir	South Platte River	01/18/1905	03/24/1953	145,133 AF ^C	C.A. 3286
Two Forks Reservoir	South Platte River	05/01/1926	03/24/1953	191,235 AF ^C	C.A. 3286
Two Forks Reservoir Exchange	South Platte River	04/01/1935	03/24/1953	336,369 AF ^C	C.A. 3286
Two Forks Reservoir Refill Right	South Platte River	12/31/1929	03/24/1953	336,369 AF ^C	C.A. 3286
District No. 8 Direct Flow Rights					
City Ditch ^H Priority No. 1	South Platte River	11/28/1860	12/10/1883	30.0 cfs	Not Given
Priority No. 75, 1st Enlargement	South Platte River	11/01/1873	12/10/1883	13.0 cfs	Not Given
Priority No. 130, 2nd Enlargement	South Platte River	03/07/1882	12/10/1883	42.95 cfs	Not Given
Exchange w/in Denver Water System	South Platte River	07/04/1921	05/18/1972	3,000 cfs ^{D,F,G}	C.A. 3635
Foothills Tunnel and Conduit No. 26 ^G	South Platte River	03/21/1962	12/19/1983	774 cfs ^{D,G}	80CW408
High Line Canal ^H	South Platte River	01/18/1879	12/10/1883	600 cfs	C.A. 61540
Nevada Ditch - Farnell Lane Wells - C.A. 1029					
Priority No. 4	South Platte River	08/30/1861	08/17/1992	1.23 cfs	90CW172
Priority No. 19	South Platte River	12/30/1865	08/17/1992	1.50 cfs	90CW172
Strontia Springs Power Conduit	South Platte River	03/21/1962	12/19/1983	72.0 cfs	80CW407
Waterton Canyon Management	South Platte River	8/16/1978	Pending	7,864 AF	2005CW316
District No. 23 Storage Rights					
Antero Reservoir Refill Right	South Fork South Platte River	12/31/1929	03/24/1953	65,483 AF	C.A. 3286
Antero Reservoir Exchange Right	South Fork South Platte River	04/01/1935	03/24/1953	65,483 AF	C.A. 3286

Attachment E

Division/District and Name of Structure or Water Right Name	Source	Appropriation Date	Decree Date	Amount	Case No.
Eleven Mile Canon Reservoir					
2nd Enlargement	South Fork South Platte River	12/09/1957	04/27/1972	17,810 AF ^C	C.A. 3701
Water Division No. 5					
District No. 36 Direct Flow Rights					
Straight Creek Unit Roberts Tunnel ^I	Straight Creek	1/21/1957	1/21/1987	115 cfs ^C	C.A. 2371
District No. 37 Storage Rights					
Eagle-Colorado Project ^I					
Eagle River Unit ^I	Eagle River	12/31/2007	Pending	500 cfs ^C	2007CW214
Colorado River Unit ^I	Colorado River	12/31/2007	Pending	600 cfs ^C	2007CW214
Eagle - Colorado Reservoir ^I	Eagle and Colorado Rivers and Alkali Cr.	12/31/2007	Pending	350,000 AF ^C	C.A. 1529 & 1548
District No. 51					
Fraser River Diversion Project					
Vasquez Reservoir ^{A,I}	Fraser River & Tributaries	07/04/1921	11/05/1937	275 AF ^C	C.A. 657
Vasquez Reservoir Enlargement ^{A,I}	Fraser River & Tributaries	07/07/1936	11/05/1937	6,341 AF ^C	C.A. 657
St. Louis Reservoir ^{A,I}	Fraser River & Tributaries	07/04/1921	11/05/1937	1,150 AF ^C	C.A. 657
Williams Fork Power Conduit					
Williams Fork Diversion Project ^{A,I}	Williams Fork River & Tribs	10/09/1956	05/30/1972	400 cfs ^D	C.A.1430
Darling Creek Enlargement ^I	Darling Creek & Williams Fork River Tribs	07/04/1921	11/05/1937	355 cfs ^{B,C}	C.A.657
		08/26/1953	05/30/1972	90 cfs ^C	C.A. 1430
District No. 70 Storage Rights					
Sulphur Gulch Reservoir	Colorado River	12/10/1999	10/8/2007	16,000 AF ^C	99CW279

NOTE: The information contained in this table is for descriptive purposes only, and is not intended to represent an interpretation, admission or modification of any of the water right decrees.

A. Reuse of return flows generated by diversion and importation through the Moffat and Jones Pass Tunnels of this water right are subject to the ruling in Case No. 81CW405, Water Division No. I. If the agreement or ruling is modified such that Denver Water is able to reuse these return flows, such return flows shall be subject to Articles I and II.

B. Pending claim in Case No. 2007CW031 to make 245 cfs absolute. Only existing portion of Williams Fork Diversion Project, which includes Bobtail, Steelman, McQueary and Jones Creeks, is included in Attachment A. Conditional water rights associated with the enlargement and extension of the Williams Fork Diversion Project is not limited to use within the Service Area, but is subject to Article I.C.3.

C. Water right is conditional for the amount shown and exceeds Denver Water's existing ability to divert.

D. Water right is partially conditional and partially absolute.

E. Application to make 260 cfs absolute pending in Case No. 2008CW290

F. Pending application in Case No. 2008CW159 to make 672 of the 3,000 cfs absolute.

G. Applies to only that portion of the water right not needed to satisfy existing obligations under Articles I.A and I.B. This water right shall not be used to displace capacity that can be used to meet existing obligations under Articles I.A and I.B.

H. The City Ditch and High Line Canal are both currently used to meet demands outside the Service Area. Should the use of these rights ever be changed, they will be used in the same way as water rights on Attachment A.

I. This water right will only be developed cooperatively with West Slope Entities pursuant to Article I C.3.

ATTACHMENT G

SUMMIT COUNTY PROJECTS
Article III.B.4

Entity	Project
Town of Dillon	Pipeline/siphon into the Town of Dillon through Dillon Reservoir for access to Salt Lick Gulch flow rights and storage capacity in Old Dillon Reservoir.
	Dillon Marina improvements - shoreline stabilization and wharf structure
Town of Frisco	Frisco Bay Marina pier redevelopment
	Dredging and excavation of Frisco Marina boat mooring and dock areas
Frisco Sanitation District	Installation of ultra-violet disinfection system and dome enclosures over equalization basins at the Frisco wastewater treatment plant
Town of Silverthorne	Blue River improvements for fish habitat at low flows and recreation
	Straight Creek Watershed Protection
	Staged release structure for Dillon Dam
	Blue River erosion protection
Silverthorne-Dillon Joint Sewer Authority	Improvements to wastewater treatment plant
Town of Breckenridge	Upper Blue River pumpack project and McCain storage
	Watershed protection plan for Blue River and Goose Pasture Tarn
Summit County	Lower Blue River habitat improvements and wetlands mitigation project
	Improvements to Snake River wastewater treatment plant
Buffalo Mountain Metropolitan District	Deepen existing wells
East Dillon Water District	Construct direct intake in Dillon Reservoir
	Study of surface water treatment options
Hamilton Creek Metropolitan District	Interconnection between Hamilton Creek system and Silverthorne system at Angler Mountain Ranch
Mesa Cortina Water and Sanitation District	Facilities to transfer water to Mesa Cortina through Buffalo Mountain Metro District or Silverthorne water system

ATTACHMENT H

6. Dillon Reservoir Storage. (a) The Town of Silverthorne has contracted with the Middle Park Water Conservancy District for 250 acre feet of water per year from Granby/Windy Gap Reservoir derived by virtue of the Northern Colorado Agreement. Additionally, the Town of Silverthorne has 125 acre feet of water available to it in Wolford Mountain Reservoir, and has contracted with the Bureau of Reclamation for 250 acre feet in Green Mountain Reservoir. Denver agrees to release up to 300 acre feet per year to the Blue River from Dillon Reservoir for Silverthorne's benefit at Silverthorne's written request. Such water may be used for any beneficial use including augmentation of depletions attributable to other beneficial uses. In consideration of Denver's agreement to release such water, Silverthorne will provide for Denver's use by exchange from either Granby, Wolford Mountain, or Green Mountain Reservoirs, or another source acceptable to Denver if the foregoing sources are not available, 1.4 acre feet of water for each acre foot of water released from Dillon for Silverthorne's benefit.

Attachment I

INTERIM AGREEMENT

This Agreement dated _____, 2010, 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.

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. 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 1200 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.

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.

4. The term of this Agreement shall be for one year from the date of this Agreement.

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

Executed as of the date first set forth above.

CLINTON DITCH AND RESERVOIR
COMPANY

ATTEST:

Secretary

President

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

Manager

Attachment J

AGREEMENT

This Agreement dated _____, 2010, 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.

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. 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 1200 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.

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.

4. The term of this Agreement shall be perpetual.

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

Executed as of the date first set forth above.

CLINTON DITCH AND RESERVOIR
COMPANY

ATTEST:

Secretary

President

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

Manager

Attachment K

DISTRICT COURT, WATER DIVISION NO. 5, STATE OF COLORADO 109 8 th Street, Suite 104 Glenwood Springs, CO 81601	▲ COURT USE ONLY ▲
CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE CLINTON DITCH & RESERVOIR COMPANY IN THE BLUE RIVER AND ITS TRIBUTARIES, IN SUMMIT COUNTY, COLORADO	
Porzak Browning & Bushong LLP Glenn E. Porzak (#2793) Thomas W. Korver (#36924) 929 Pearl Street, Suite 300 Boulder, CO 80302 Tel: 303-443-6800 Fax: 303-443-6864 Email: gporzak@pbblaw.com	Case Number: 06CW252
DECREE OF THE WATER COURT	

The application in this case was filed on December 22, 2006, and was referred by the Water Judge for the District Court in and for Water Division No. 5, State of Colorado (the “Water Court”) to the Referee of the Water Court in accordance with Article 92 of Chapter 37, Colorado Revised Statutes, known as the Water Right Determination and Administration Act of 1969. This matter was rereferred to the Water Judge by Order dated September 8, 2009.

The Water Judge, having made such investigations as are necessary to determine whether or not the statements in the application are true, and having become fully advised with respect to the subject matter of the application, does hereby enter the following as the Decree of the Water Court.

1. Application. This matter involves the Application for Water Rights filed by Clinton Ditch & Reservoir Company, whose address is P.O. Box 68, Breckenridge, Colorado 80424.

2. Jurisdiction. All notices required by law have been duly given, including publication in the Resume for Water Division No. 5. The Water Court has jurisdiction over the application and all parties affected thereby, whether or not they have chosen to appear.

3. Opposition. Statements of opposition to the application have been timely filed by the City of Colorado Springs, acting through Colorado Springs Utilities, the City and County of Denver, acting by and through its Board of Water Commissioners (“Denver Water Board”), the Town of Frisco, Climax Molybdenum Company, and the Town of Silverthorne. All parties have consented to entry of this Ruling and Decree by way of Stipulations with the Applicant, approved and on file with the Water Court. The time for filing additional statements of opposition has now expired.

4. Name of Structures and Description of Water Right:

- a. Name of Reservoir: Clinton Gulch Reservoir 1st Enlargement and Refill Right.
- b. Legal Description of the Reservoir: The dam is located in Summit County in the SW $\frac{1}{4}$, NW $\frac{1}{4}$, Section 25, T. 7 S., R. 79 W., 6th P.M. at a point 2,358.6 feet from the North line and 1,057.2 feet from the West line of said Section 25.
- c. Source: Clinton Creek, tributary to Ten Mile Creek, tributary to the Blue River.
- d. Date of Appropriation: May 20, 2005.
- e. Amount: 210 acre-feet, absolute, together with the right to refill this amount when water is available in priority.
- f. Use: Domestic, municipal, irrigation, industrial, snowmaking, recreation, fish and wildlife propagation, and augmentation purposes, both on the eastern and western slopes of Colorado.
- g. Surface Area at Normal High Water Line: 91.4 acres
 - (i) Maximum Height of Dam: 170 feet
 - (ii) Length of Dam: 1,550 feet
- h. Total Capacity of the Reservoir: 4,460 acre-feet
 - (i) Active Capacity: 3,659 acre-feet
 - (ii) Dead Storage: 801 acre-feet

5. Findings of the Water Judge. On October 14, 1979, the Water Court entered a decree in Case No. 79CW49 granting the absolute right to 4,250 acre-feet to be stored Clinton Gulch Reservoir for industrial, domestic, irrigation, recreation, and fish and wildlife propagation purposes. On September 17, 1998, the Water Court entered a decree in Case No. 98CW57 approving the Clinton Gulch Reservoir Use Enlargement and Second Filling for 4,250 acre-feet,

absolute, for the uses described in paragraph 4(f) above. Applicant seeks to conform the decreed capacity of the Reservoir to the surveyed, as-built capacity of the Reservoir.

By way of high resolution reservoir capacity surveys prepared by Applicant's engineers and by engineers of the Denver Water Board, the Water Judge finds the total Reservoir capacity to be 4,460 acre-feet at the spillway crest elevation of 11,058.0 feet. The Water Judge further finds that the Reservoir has filled and spilled and has been used for the claimed beneficial uses since the Reservoir was purchased by the Applicant in 1992.

6. Decree of the Water Court. The foregoing paragraphs are incorporated into and made a part of this Decree. The Water Judge, having examined the information submitted by the Applicant, and having completed the investigations necessary to make a determination in this matter, rules that the Applicant is entitled to an absolute water right in the amount of 210 acre-feet for the Clinton Gulch Reservoir 1st Enlargement and Refill Right for all decreed purposes described in paragraphs 4(f) above, which amount shall be in addition to the 4,250 acre-feet previously decreed absolute in Case Nos. 79CW49 and 98CW57. Accordingly, the Water Judge hereby rules that the Application should be, and hereby is approved.

The priorities awarded herein were filed in the Water Court in 2006 and shall be administered as having been filed in that year, and shall be junior to all priorities filed in previous years. As between all rights filed in the same calendar year, priorities shall be determined by historical dates of appropriation and not affected by the date of entry of decree.

It is accordingly ORDERED that this Decree shall be filed with the Water Clerk subject to Judicial review.

It is further ORDERED that a copy of this Decree shall be filed with the appropriate Division Engineer and the State Engineer.

Dated this ____ day of _____, 2010.

James B. Boyd, Water Judge
Water Division No. 5

ATTACHMENT L

WATER PROJECTS IN GRAND COUNTY

ARTICLE III. E. 14

JIM CREEK BYPASS AND PIPELINE. Bypass structure and pipeline from the Jim Creek Canal to the Fraser River above the diversion for Winter Park Water and Sanitation District's water treatment plant.

FRASER RIVER PUMP STATION AND PIPELINE AND DISCOVERY PARK POND. Diversion structure and pump station on the Fraser River, a pipeline from the diversion structure to the Vasquez Canal, a new primary pump house and pipeline to an approximate 40 acre-foot Discovery Park Storage Pond.

SMALL FRASER RIVER PUMPBACK AND PIPELINE. Diversion structure and pump station on the Fraser River above Winter Park Water and Sanitation District's wastewater treatment plant discharge point. Pipeline would carry water to point upstream of the District's water treatment plant diversion.

ATTACHMENT M

ARTICLE III IMPLEMENTATION AGREEMENT

This Agreement is entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS (Denver Water); BOARD OF COMMISSIONERS OF THE COUNTY OF SUMMIT (County) and the TOWN OF DILLON (Town)

RECITALS

1. Denver Water has entered into an agreement, dated September 15, 2010 (Global Agreement) with numerous West Slope entities (West Slope Signatories), including the County, that resolved longstanding issues between the parties.
2. In Article III of the Global Agreement, the County negotiated for Denver Water to provide certain monetary and water supply benefits to entities located in Summit County, including Town, who are not West Slope Signatories.
3. This Agreement is intended to afford to Denver Water the consideration negotiated in the Global Agreement in return for the benefits provided to Town.
4. Italicized terms in this Agreement shall have the same meaning as the corresponding term in the Global Agreement.

NOW THEREFORE, Denver Water, County and Town agree as follows:

1. Pursuant to Article III of the Global Agreement, Town will receive the following benefits:
 - a. Denver Water will pay \$450,000 to Town to offset the costs of the projects listed in Attachment A **[list projects specific to this agreement]** within one year of *Resolution of Blue River Decree Issues*.
 - b. Denver will pay \$450,000 to Town to offset the costs of the projects listed in Attachment A within six months of *issuance and acceptance by Denver Water of permits necessary for the Moffat Project*.
 - c. *Upon resolution of Blue River Decree Issues*, Denver Water will provide to Town 45 acre-feet of water annually. Accounting for this water will be the responsibility of the County **[County responsible for accounting for water provided under this agreement?]** and its water users, pursuant to Article III(B)(14)(c) of the Global Agreement.
 - d. *Upon resolution of Blue River Decree Issues*, Denver Water will provide to Town 105 acre-feet of water annually. Town shall provide *Replacement Water* to Denver Water in accordance with Article III(B)(14)(b) of the Global Agreement.

ATTACHMENT M

Accounting for this water will be the responsibility of the County and its water users, pursuant to Article III(B)(14)(c) of the Global Agreement.

2. The County and Town agrees that the funds provided under paragraph 1 will be used only for the projects listed in Attachment A.
3. In consideration for the benefits described in paragraph 1, Town agrees to comply with all the provisions of Articles IV and VII of the Global Agreement that are applicable to West Slope Signatories.
4. Other provisions??? In consideration for the benefits described in paragraph 1, the Town agrees that: it is not a third party beneficiary of or under the Global Agreement; that it will not assert a claim to be a third party beneficiary of or under the Global Agreement; any references to the Global Agreement are strictly for the purposes set forth herein; and, that by all appropriate action it has ratified and approved this agreement.

Venue

Notice

Exhibit O

STRAIGHT CREEK DIVERSION PROJECT

The Straight Creek Diversion Project is a unit of the Roberts Tunnel Collection System and consists of a series of canals and conduits, an existing diversion dam, and other water carrying and control devices that will divert, at a rate of flow of 115 cubic feet per second of time, from Straight Creek and its tributary drainage and transport it to Dillon Reservoir. The water rights were decreed in Civil Action 2371, with a date of appropriation of January 21, 1957. The water is decreed for all municipal purposes and stored in Denver's reservoirs as more specifically described in the decree entered on January 21, 1987 in Civil Action 2371.

ATTACHMENT P

List of Possible Federal and State Permits and Approvals for the Moffat Project

U.S. Army Corps of Engineers

- Permit to Discharge Dredged or Fill Material (Section 404 Permit)

Federal Energy Regulatory Commission (FERC)

- Amendment to FERC hydropower license

U.S. Forest Service

- Federal Power Act – Section 4e Conditions
- Federal Land Policy and Management Act of 1976 – Special Use Permit

U.S. Fish and Wildlife Service

- Endangered Species Act (Section 7) Compliance

U.S. Department of the Interior – Advisory Council on Historic Preservation and Office of Archaeology and Historic Preservation, Colorado State Historic Preservation Officer (SHPO)

- Cultural Resource Compliance (Section 106 of the National Historic Preservation Act)

Colorado State Engineer's Office, Division of Water Resources

- Dam Safety Permit
- Permit to Construct Facility (Dam)
- Reservoir Storage Permit

Department of Public Health and Environment, Air Pollution Control Division

- Land Development Permit (Fugitive Dust Control Plan)

Department of Public Health and Environment, Water Quality Control Division

- General Permit for Stormwater Discharges Associated with Construction Activity
- Section 401 Water Quality Certification
- Construction Dewatering Permit

Colorado Wildlife Commission/Colorado Water Conservation Board

- **Fish and Wildlife Mitigation Plan pursuant to CRS 37-60-122.2**

ATTACHMENT S

Please reference the following
number on all billings or payments.

Contract # 10266A

AGREEMENT CONCERNING REDUCTION OF SHOSHONE CALL

This Agreement is between the City and County of Denver, acting by and through its Board of Water Commissioners (Board), and Public Service Company of Colorado d/b/a Xcel Energy (Company).

Recital

The Board's ability to store water in its reservoirs for beneficial use by its customers is adversely impacted, especially in dry years, by the Company's Shoshone Call. Following the drought year of 2002, a brief relaxation of the Shoshone Call during the spring of 2003 provided some benefit to storage reservoirs operated by both west slope and east slope entities, including the Board. Although a more comprehensive and long-term agreement on relaxation achieved through multi-party negotiations may be desirable, the Company and the Board agree to a relaxation of the Call under the provisions in this Agreement. The Company agrees to participate in developing a long-term program of relaxation, including a relaxation of the junior Shoshone Call, with the Board, other water users on the Colorado River and appropriate west slope entities.

Agreement

1. Agreement to Relax Call. When a water shortage occurs, as defined in Paragraph 2, the Company agrees to reduce the Shoshone Call to a one-turbine call of 704 cfs. If the Call is relaxed and the flow of the Colorado River at the Shoshone Power Plant, together with flows contributed by intervening tributaries, is not sufficient to meet the then-current demand of the major Grand Valley water rights, up to 1950 cfs (commonly referred to as the "Cameo Call"), then the level of the Shoshone Call will be adjusted to an amount greater than 704 cfs so as to avoid the initiation of a Cameo Call.
2. Water Shortage Defined. For purposes of this Agreement, a water shortage occurs when the following two conditions are met:
 - a. Using its regular methodology and based on the "normal" scenario, the Board predicts that reservoir storage in its system on July 1 will be at or below 80% full; and
 - b. The Most Probable forecast of streamflow prepared by the Natural Resources Conservation Service (NCRS) or jointly by NCRS and the Colorado Basin River Forecast Center indicates that the April - July flow of the Colorado River at the Kremmling gage will be less than or equal to 85% of average. If no forecast for the Kremmling gage is available, then the Dotsero gage will be used.

3. Timing of Relaxation of Call. If the two forecasts described in paragraph 2 occur in March, then the call will be relaxed beginning March 14 until May 20, inclusive, in accordance with this Agreement. If the two conditions described in paragraph 2 occur in April or May forecasts, then the Call will be relaxed in accordance with this Agreement until May 20, inclusive. The methodology that the Board uses to predict system storage shall be substantially the same as that described in the attached Exhibit A.

4. Power Interference. The Board agrees to pay power interference to compensate the Company for its incremental cost of replacement power and energy as a result of relaxing the Shoshone Call, regardless of which entity ultimately stores the water not called. The procedure for determining power interference is shown in Exhibit B.

5. Potential for Longer Call Relaxation. The Company agrees to consider a longer period of relaxation when water supplies are more severely impacted than described in paragraph 1, if such longer period is defined cooperatively between the Board, the Company and appropriate west slope entities.

6. Water for the Company's Facilities. The Board agrees to deliver water as described in this paragraph to the Company's Cherokee, Arapahoe, or Zuni Power Plants or a future Company power plant located within the Board's Combined Service Area. The Company will select the plant or plants to which the water will be delivered. Deliveries to the Arapahoe, Zuni or a future plant will be made to the South Platte River. Deliveries to the Cherokee plant will be made, at the Board's choice, to the South Platte River or through the Board's Recycled Water Plant. The Board may choose in its discretion the type of water delivered to these facilities, so long as the water is suitable for their use. The Board will not deliver water under this paragraph to the South Platte River downstream of the Cherokee plant's diversion structures. Any water delivered by the Board to the Company under this paragraph shall be used by the Company only at the plants listed in this paragraph 6 and only for purposes for which the Board's water rights have been decreed.

6.1 Amount of Water. The Board shall deliver under this paragraph 6 an amount of water equivalent to 15% of the "net water" it is able to store or divert as a direct result of the reduction of the Shoshone Call. "Net water" is defined as the total amount of water the Board is able to store or divert as a direct result of the reduction of the Shoshone Call at the following facilities, less any deductions described below:

- a. Water stored or diverted at the Board's Dillon Reservoir, less any water spilled from Dillon after filling and any water bypassed from Dillon for flood management purposes; and

- b. Water stored or diverted at the Board's Williams Fork Reservoir, less any water spilled from Williams Fork after filling and any water bypassed from Williams Fork for flood management purposes; and
- c. Water stored in the Board's account in Wolford Reservoir, less any water spilled from the Board's account after filling; and
- d. Water diverted through the Board's Moffat Tunnel, less any water spilled from the Fraser Collection System in excess of the Forest Service minimum bypass flow requirements; and
- e. Water stored or diverted at any western slope reservoir or storage account acquired or constructed by the Board after the date of this agreement, less any water spilled after filling and any water bypassed for flood management purposes.

6.2 Schedule for 15% Water Delivery. The Board shall make deliveries under this paragraph 6 between June 1 in the same calendar year as the Shoshone Call is reduced and March 31 of the following calendar year. The delivery schedule will be subject to approval by the Company.

6.3 Cost of Water Delivered. For each acre foot of water delivered to the Company under this paragraph 6, the Company shall reimburse the Board for the Board's power interference payments at the same rate per acre foot as the Board paid to the Company under paragraph 4.

7. Water for West Slope Entities. The Board agrees to make available to entities on the west slope, at no charge to the recipients, an amount of water equivalent to 10% of the "net water" it is able to store or divert as a direct result of the reduction of the Shoshone Call. "Net water" is defined in paragraph 6.1. The Board may choose in its discretion the method of delivery that is consistent with its water right decrees, so long as the delivery method is suitable for each recipient's desired use. The Board shall deliver the water in the same calendar year as the Shoshone Call is reduced. The Board agrees to cooperate with the Colorado River Water Conservation District to determine the particular west slope entities and the proportionate share of the water to be made available to each entity.

8. Additional East Slope Participants. The Board and the Company agree to make a good faith effort to secure commitments from the Municipal Subdistrict of the Northern Colorado Water Conservancy District, the City of Aurora and Colorado Springs Utilities to deliver to the Company, at no charge, 15% of their additional water diversions that result from a relaxation of the Shoshone Call, in accordance with paragraph 6, and to deliver 10% of the water diverted or stored to west slope entities in accordance with paragraph 7.

9. Priority System. Water made available by the relaxation of the Shoshone Call will be allocated in accordance with the priority system.

10. No Warranties. The Company is not warranting or representing that the diversion and use by the Board of additional water as a result of the relaxation of the Shoshone Call is administrable or lawful. To the extent that the State Engineer or a court with jurisdiction determines that the diversion and use by the Board of additional water as a result of the relaxation of the Shoshone Call is not administrable or lawful, the Company can continue to place the Shoshone Call notwithstanding this Agreement.

11. Increased Call for Company Operations. If the Company in its sole discretion determines that additional river flow is required for safe operation of the Shoshone Hydroelectric Station or the Company's electrical system, then the Company may increase the Call, notwithstanding this Agreement.

12. Operational Meeting. The Company agrees to meet with the Board each October to discuss operation of the Shoshone Call and any planned outages of the Shoshone Plant for repair or maintenance during the following twelve months so that the parties may better coordinate their activities.

13. Sale of Shoshone Water Rights. In the event the Company should determine that it is in its best interest to sell the Shoshone water rights, it agrees to do so only on an open bidding basis in which the Board shall have an equal opportunity to purchase the water rights as all others. If the Company sells the Shoshone water rights to an entity other than the Board, the new owner shall have the right to terminate this Agreement two years after closing of the sale.

14. Term. This Agreement shall be effective as of January 1, 2007 and will terminate on February 28, 2032.

15. Prior Agreement. The previous Letter Agreement between the Company and the Board dated April 14, 1986, is hereby terminated in its entirety.

IN WITNESS WHEREOF, the Board and the Company have executed this Agreement.

ATTEST:

PUBLIC SERVICE COMPANY OF
COLORADO d/b/a XCEL ENERGY

Asst. Carse J. Peterson
Secretary

By: 
President and CEO
Public Service Company of Colorado

Reviewed
Legal

03/13/2006

3/31/06 PmC

4

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

ATTEST:

Secretary

President

APPROVED:

Director of Planning

Director of Finance

APPROVED AS TO FORM:

Legal Division

REGISTERED AND COUNTERSIGNED
Dennis J. Gallagher, Auditor

By:

Title:

Deputy Auditor

Exhibit A

DESCRIPTION OF PROCEDURES USED BY THE BOARD FOR RESERVOIR PROJECTIONS

Denver Water projects future reservoir levels monthly in the springtime and less frequently throughout the rest of the year. Active storage levels (excluding the dead storage pools) for the 10 largest reservoirs in Denver's system (Antero, Eleven Mile, Cheesman, Marston, Chatfield, Gross, Ralston, Dillon, Williams Fork, and Wolford Mountain) are forecasted. Calculations of gross and net aggregate reservoir contents are made. The calculation of net reservoir contents excludes any water in Denver's system owed to others (primarily Green Mountain Reservoir). The net active storage of the 10 reservoirs will be used in the forecast for the Shoshone call reduction.

The reservoir projections are based on natural streamflow forecasts produced primarily by the Natural Resources Conservation Service (NRCS). However, streamflow forecasts produced by other organizations including the Colorado Basin River Forecast Center, the Bureau of Reclamation, the Northern Colorado Water Conservancy District and Denver Water are also used.

The reservoir projections utilize correlations between natural streamflow and divertible streamflow to estimate how much of the natural streamflow can be diverted under Denver's water rights. Other factors incorporated in the reservoir projections include projections of treated water use, raw water deliveries, evaporation (based on rates approved by the State Engineer's Office), minimum bypass and release requirements, carriage losses assessed by the State Engineer's Office, existing capacities of diversion and conveyance facilities, system outages and river calls. The assumed treated water use considers any water use restrictions approved by the Denver Water Board at the time of the forecast.

Usually, three levels of reservoir projections are produced. These projections are based on three scenarios after the forecast date: "dry", "normal" and "wet" conditions. The "dry" scenario is based on the "reasonable minimum" streamflow forecasts, which have a 90% chance of being exceeded. The "normal" scenario is based on the "most probable" streamflow forecasts, which have a 50% chance of being exceeded. The "wet" scenario is based on the "reasonable maximum" streamflow forecasts, which have a 10% chance of being exceeded. The "normal" scenario will be used for the Shoshone call reduction.

Exhibit B

COMPENSATION FOR POWER INTERFERENCE

The Board agrees to pay power interference to compensate the Company for its incremental cost of replacement power and energy as a result of relaxing the Shoshone Call. The procedure for determining power interference is shown below.

Depletions to Shoshone Power Plant

The Board will compensate the Company for each acre-foot of net turbine flow depletion caused to the Shoshone Power Plant through the relaxation of the Shoshone Call. Net depletions are defined as gross depletions caused by the Board and all other water users upstream of the Shoshone power plant, less any water subsequently released from Green Mountain and Wolford Reservoirs utilized to generate power at the Shoshone plant. Some of the water stored in Green Mountain and Wolford as a result of relaxation of the Call will later be released, run through the Shoshone Plant for power generation, and delivered for use below the plant; such amounts of water do not constitute a net depletion for purposes of calculating power interference. Similarly, amounts of water spilled from Dillon Reservoir, Williams Fork Reservoir, the Board's account in Wolford Reservoir, or a new west slope reservoir or storage account described in Paragraph 6.1(e), and run through the Shoshone Plant for power generation, do not constitute a net depletion for purposes of calculating power interference. Depletions will be calculated at the Shoshone plant and will be adjusted for stream carriage losses assessed by the State Engineer in water rights administration.

Reimbursement to Xcel

The Board will reimburse the Company for power interference at the rate of at least \$5.00 per acre-foot of the net depletion described above. The \$5.00 per acre-foot minimum will be adjusted on a monthly basis (but not below \$5.00 per acre-foot) by the change in the Price of Spot Gas Delivered to Pipelines for Colorado Interstate Gas, Rocky Mountain (Index) as published in "Platts Inside FERC Gas Market Report," compared to a baseline representing the average Index for the first three months of 2006.

Accounting and Payment

After the Call relaxation has ended, the Board will prepare an accounting of the power interference and provide it to the Company for review. Once final accounting has been determined, the Board will make payment to the Company within 60 days. Upon mutual agreement and the development of mutually agreeable terms, the Board may substitute a delivery of energy to the Company for the payment of power interference.

Attachment S

Denver Water's Conditional Water Rights

Division/District and Name of Structure or Water Right Name	Source	Appropriation Date	Decree Date	Amount	Case No.
Water Division No. 1					
Lawn Irrigation Return Flow Project	Reusable return flow	N/A	Pending	200 cfs	2004CW121
District No. 2 Storage Rights					
Denver Water/South Adams County Reservoir Water Supply Project					
North Reservoir Complex - Fill and refill	South Platte River	10/15/1996	Pending	17,747 AF	2001CW286
South Reservoir Complex - Fill and refill	South Platte River	10/15/1996	Pending	2,400 AF	2001CW286
South Reservoir Complex - Enlargement	South Platte River	10/15/1996	Pending	1,129 AF	2009CW264
Lupton Lakes Storage Complex - Fill and refill	South Platte River	7/12/2006	Pending	11,400 AF	2007CW322
District No. 2 Direct Flow Rights					
Gravel Pit Exchange	South Platte River	10/15/1996	Pending	80 cfs	2009CW123
Recycling Plant Intake	South Platte River	10/15/1996	Pending	70.0 cfs	2001CW287
Recycling Plant Intake exch. and subs.	South Platte River	10/15/1996	Pending	70.0 cfs	2001CW287
5K Direct Flow Right	South Platte River	10/31/1999	Pending	150 cfs	2001CW285
District No. 6 Storage Rights					
Gross Reservoir					
Storage Right	South Boulder Creek	05/10/1945	09/28/1953	113,078 AF ^A	C.A.12111
Refill Right	South Boulder Creek	05/10/1945	09/28/1953	113,078 AF ^A	C.A.12111
Ralston Creek Reservoir					
Priority 33C Storage Right	South Boulder Creek	10/31/1932	09/28/1953	3,210 AF	C.A.12111
District No. 6 Direct Flow Rights					
South Boulder Diversion Conduit	South Boulder Creek	01/01/1930	09/28/1953	789 cfs	C.A.12111
Denver Power Conduit No. 1	South Boulder Creek	05/10/1945	09/28/1953	350 cfs ^A	C.A.12111
District No. 7 Storage Rights					
Ralston Creek Reservoir	Ralston Creek	01/01/1930	10/18/1978	4,055 AF	W-7561
Long Lake No. 1 (Upper)	Ralston Creek	06/06/1909	05/13/1936	575.8 AF	C.A. 60052
Long Lake No. 2 (Lower)	Ralston Creek	06/06/1909	05/13/1936	716.3 AF	C.A. 60052
District No. 7 Direct Flow Rights					
Ralston Creek Intake	Ralston Creek	01/01/1930	10/18/1978	148 cfs	W-7561
District No. 8 Storage Rights					
Chatfield Reservoir					
Storage	South Platte River	12/28/1977	08/29/1994	55,000 AF ^A	W-8783-77
Storage	South Platte River	12/28/1977	08/29/1994	156,200 AF	W-8783-77
Exchange	South Platte River	12/28/1977	08/29/1994	55,000 AF ^A	W-8783-77
Exchange	South Platte River	12/28/1977	08/29/1994	156,200 AF	W-8783-77
Two Forks Reservoir					
Two Forks Reservoir	South Platte River	01/18/1905	03/24/1953	145,133 AF	C.A. 3286
Two Forks Reservoir	South Platte River	05/01/1926	03/24/1953	191,235 AF	C.A. 3286
Two Forks Reservoir Exchange	South Platte River	04/01/1935	03/24/1953	336,369 AF	C.A. 3286
Two Forks Reservoir Refill Right	South Platte River	12/31/1929	03/24/1953	336,369 AF	C.A. 3286
Exchange w/in Denver Water System	South Platte River	07/04/1921	05/18/1972	3,000 cfs ^A	C.A. 3635
Foothills Tunnel and Conduit No. 26	South Platte River	03/21/1962	12/19/1983	774 cfs ^A	80CW408
Waterton Canyon Management	South Platte River	8/16/1978	Pending	7,864 AF	2005CW316

Attachment S

Denver Water's Conditional Water Rights

Division/District and Name of Structure or Water Right Name	Source	Appropriation Date	Decree Date	Amount	Case No.
District No. 23 Storage Rights					
Eleven Mile Canon Reservoir 2nd Enlargement	South Fork South Platte River	12/09/1957	04/27/1972	17,810 AF	C.A. 3701
Water Division No. 5					
District No. 36 Storage Rights					
Refill Right	Blue R, Snake R, Ten Mile Cr	01/01/1985	08/23/1999	175,000 AF ^A	87CW376
District No. 36 Direct Flow Rights					
Blue River Diversion Project	Blue R, Snake R, Ten Mile Cr	06/24/1946	03/10/1952	788 cfs ^A	Cons. 2782, 5016, 5017 C.A. 2371
Straight Creek Unit Roberts Tunnel	Straight Creek	1/21/1957	1/21/1987	115 cfs	
District No. 37 Storage Rights					
Eagle-Colorado Project					
Eagle River Unit	Eagle River	12/31/2007	Pending	500 cfs	2007CW214
Colorado River Unit	Colorado River	12/31/2007	Pending	600 cfs	2007CW214
Eagle - Colorado Reservoir	Eagle and Colorado Rivers and Alkali Cr.	12/31/2007	Pending	350,000 AF	C.A. 1529 & 1548
District No. 51 Storage Rights					
Meadow Creek Reservoir - Moffat Tunnel Collection System	Meadow Creek	08/30/1963	05/30/1972	5,100 AF	C.A.1430
Fraser River Diversion Project					
Vasquez Reservoir	Fraser River & Tributaries	07/04/1921	11/05/1937	275 AF	C.A. 657
Vasquez Reservoir Enlargement	Fraser River & Tributaries	07/07/1936	11/05/1937	6,341 AF	C.A. 657
St. Louis Reservoir	Fraser River & Tributaries	07/04/1921	11/05/1937	1,150 AF	C.A. 657
District No. 51 Direct Flow Rights					
Fraser River Diversion Project	Fraser River & Tributaries	07/04/1921	11/05/1937	1280 cfs ^A	C.A.657
Moffat Tunnel Collection System	Fraser River & Tributaries	08/30/1963	05/30/1972	100 cfs	C.A.1430
Williams Fork Power Conduit	Williams Fork River & Tribs	10/09/1956	05/30/1972	400 cfs ^A	C.A.1430
Williams Fork Diversion Project	Williams Fork River & Tribs	07/04/1921	11/05/1937	355 cfs	C.A.657
Darling Creek Enlargement	Darling Creek & Williams Fork River Tribs	08/26/1953	05/30/1972	90 cfs	C.A. 1430
Wolford Mountain Reservoir					
Substitution	Muddy Creek		03/05/1996	200 cfs	91CW252
Emergency Exchange	Muddy Creek	03/03/1987	03/05/1996	200 cfs	91CW252
District No. 70 Storage Rights					
Sulphur Gulch Reservoir	Colorado River	12/10/1999	10/8/2007	16,000 AF	99CW279

NOTE: The information contained in this table is for descriptive purposes only, and is not intended to represent an interpretation, admission or modification of any of the water right decrees.

A. Water right is partially conditional and partially absolute.