

**ARTICLE III IMPLEMENTATION AGREEMENT
GRAND COUNTY**

This Agreement is entered into between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS (Denver Water) and the TOWN OF GRANBY (Town).

RECITALS

1. Denver Water has entered into the Colorado River Cooperative Agreement, dated Sept. 26, 2012 (Cooperative Agreement) with numerous West Slope entities (West Slope *Signatories*), including Grand County, that resolved longstanding issues between the parties.
2. In Article III of the Cooperative Agreement, the County negotiated for Denver Water to provide certain monetary and water supply benefits to entities located in Grand County, including Town, who are not West Slope *Signatories*.
3. This Agreement is intended to afford to Denver Water the consideration negotiated in the Cooperative 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 Cooperative Agreement.

NOW THEREFORE, Denver Water and Town agree as follows:

1. Pursuant to Article III of the Cooperative Agreement, Town will receive the following benefits:
 - a. Upon execution of this Article III Implementation Agreement, Denver Water will provide Clinton Bypass Water to Town on a year round basis as specified in the 2012 Grand County Water Users Operating Plan, subject to the provisions of Article III(E)(15) of the Cooperative Agreement.
 - b. Upon *Issuance and Acceptance by Denver Water of Permits Necessary for the Moffat Project*, Denver Water will provide to Town 68.75 acre-feet of water annually pursuant to Article III(E)(20) of the Cooperative Agreement, and as specified in the 2012 Grand County Water Users Operating Plan. Town shall provide *Replacement Water* to Denver Water in accordance with Article III(E)(20) and Article III.A.4 of the Cooperative Agreement.
2. In consideration for the benefits described in paragraph 1, Town agrees to comply with all the provisions of Articles IV and VII of the Cooperative Agreement that are applicable to West Slope *Signatories*. With regard to all conditional water rights presently owned by Town, which are listed in Attachment A, Denver Water agrees to withdraw any statements of opposition to pending diligence filings and not to oppose pending or future diligence applications, including applications to make the listed conditional rights absolute, provided, however, that Denver Water

ATTACHMENT M

may file statements of opposition to such applications for the limited purpose of ensuring compliance with the obligations of this Agreement.

3. In consideration for terms of this Agreement, the Town agrees that: it is not a third party beneficiary of or under the Cooperative Agreement; that it will not assert a claim to be a third party beneficiary of or under the Cooperative Agreement; any references to the Cooperative Agreement are strictly for the purposes set forth herein; and, that by all appropriate action it has ratified and approved this Agreement.

4. Venue for resolution of any dispute of water matters under this Agreement resulting in litigation shall be the District Court, Colorado, for the appropriate Water Division or federal district court, as appropriate under the Blue River Decree. Venue for all other matters under this Agreement resulting in litigation shall be the Colorado District Court for the county in which any defendant resides. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

5. For the purposes of this Agreement, any notice shall be deemed received on the day the written notice is placed in the U.S. Mail, first class postage prepaid, addressed as follows:

To Denver Water:

Denver Water Board
Attention: Manager
1600 West 12th Avenue
Denver, CO 80204

To Town:

Granby Town Manager
P.O. Box 440
Granby, CO 80446

6. This Implementation Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which shall constitute one and the same. Such counterparts may be transmitted by facsimile, the facsimile to have full force and effect as if it were an original.

7. Nothing contained herein shall be construed to be a waiver or partial waiver of any Party's governmental immunity.

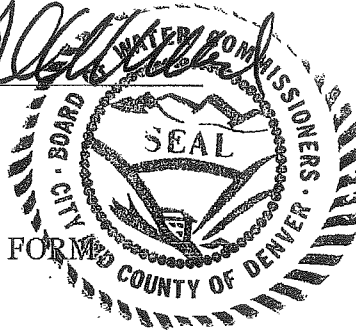
ATTACHMENT M

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the 27th day of March, 2012.

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

ATTEST:

Ames S. [Signature]
Secretary



[Signature]
President
10/9/13

APPROVED AS TO FORM

[Signature]
Legal Division

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

By: *[Signature]*

ATTEST:

Deborah K. Hess
Deborah K. Hess, CMC
Town Clerk

TOWN OF GRANBY

Jennifer Pierro
Jennifer Pierro
Mayor



4/18/2012
2/29/2012

**Attachment A
Granby Conditional Water Rights**

Name	Ditch or Structure	Source	Use	Amount	Adjudication Date	Case No.
Clinton Agreement	Town of Granby Water System	Fraser River, Williams Fork and their tributaries	Irrigation, domestic and municipal uses	8 cfs	12/31/1992	92CW305
Bypass Water Right	Green Mountain Reservoir to Val	Colorado River and Fraser River, augmented with water	Augmentation, exchange, and all municipal uses	1.0 cfs	12/31/1998	98CW311
Grand Elk Exchange	Links Nos. 1 - 4	Mueller Creek, Fraser River	Municipal, et. al.	250 acre-feet	12/31/2001	01CW353
Linke Lake	Linke Lake	Colorado River, Fraser River	Municipal et. al.	3.22 cfs	12/31/1990	90CW236
Val Moritz Exchange	Granby Reservoir and Wolford Mtn. Reservoir to Val Moritz Well Nos. 1 - 4	Fraser River	Municipal et. al.	1.10 cfs	12/31/1973	W-1748
Val Moritz Well No. 1	Val Moritz Well No. 1	Fraser River	Municipal et. al.	1.10 cfs	12/31/1973	W-1748
Val Moritz Well No. 2	Val Moritz Well No. 2	Fraser River	Municipal et. al.	1.10 cfs	12/31/1973	W-1748
Silver Creek Municipal Well No. 5	Silver Creek Municipal Well No. 5	Groundwater tributary to the Fraser River	Municipal, et. al.	500 gpm	Pending	97CW290
Silver Creek Municipal Well No. 6	Silver Creek Municipal Well No. 6	Groundwater tributary to the Fraser River	Municipal, et. al.	500 gpm	Pending	97CW290
Silver Creek Municipal Well No. 7	Silver Creek Municipal Well No. 7	Groundwater tributary to the Fraser River	Municipal, et. al.	500 gpm	Pending	97CW290
Silver Creek Municipal Well No. 8	Silver Creek Municipal Well No. 8	Groundwater tributary to the Fraser River	Municipal, et. al.	500 gpm	Pending	97CW290
Silver Creek Municipal Well No. 9	Silver Creek Municipal Well No. 9	Groundwater tributary to the Fraser River	Municipal, et. al.	500 gpm	Pending	97CW290
Silver Creek Municipal Well No. 10	Silver Creek Municipal Well No. 10	Groundwater tributary to the Fraser River	Municipal, et. al.	500 gpm	Pending	97CW290
Shorefox Well No. 2	Shorefox Well No. 2	Colorado River alluvium	Municipal, et. al.	2.0 cfs	Pending	03CW334
Shorefox Well No. 3	Shorefox Well No. 3	Colorado River alluvium	Municipal, et. al.	2.0 cfs	Pending	03CW334
Shorefox Well No. 4	Shorefox Well No. 4	Colorado River alluvium	Municipal, et. al.	2.0 cfs	Pending	03CW334
Shorefox Well No. 5	Shorefox Well No. 5	Colorado River alluvium	Municipal, et. al.	2.0 cfs	Pending	03CW334
Shorefox Municipal Exchange	Wolford Mtn. Reservoir and Ruedi Reservoir to Shorefox Well Nos. 2-5	Colorado River	Municipal, et. al.	1.25 cfs	Pending	03CW334
Shorefox Augmentation Pond No. 1	Shorefox Augmentation Pond No. 1	Willow Creek, Colorado River	Augmentation, et. al.	99 acre-feet	12/31/2006	06CW256
Shorefox Augmentation Pond No. 2	Shorefox Augmentation Pond No. 2	Willow Creek, Colorado River	Augmentation, et. al.	99 acre-feet	12/31/2006	06CW256
North Shorefox Pond	North Shorefox Pond	Willow Creek, Colorado River	Augmentation, et. al.	150 acre-feet	Pending	03CW336
South Shorefox Pond	South Shorefox Pond	Colorado River	Augmentation, et. al.	120 acre-feet	Pending	03CW337