

ATTACHMENT M

ARTICLE III IMPLEMENTATION AGREEMENT  
SUMMIT COUNTY

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); the BUFFALO MOUNTAIN METROPOLITAN DISTRICT, EAST DILLON WATER DISTRICT, HAMILTON CREEK METROPOLITAN DISTRICT, and the MESA CORTINA WATER AND SANITATION DISTRICT (collectively, the Districts).

RECITALS

1. Denver Water has entered into the Colorado River Cooperative Agreement, dated September 26, 2013 (Cooperative 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 Cooperative Agreement, the County negotiated for Denver Water to provide certain monetary benefits to entities located in Summit County, including the Districts, 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 the County and the Districts.
4. Italicized terms in this Agreement shall have the same meaning as the corresponding term in the Cooperative Agreement.

NOW THEREFORE, Denver Water, the County, and the Districts agree as follows:

1. Pursuant to Article III of the Cooperative Agreement, the County and the Districts will receive the following benefits:
  - a. Within one year of *Resolution of Blue River Decree Issues*, Denver Water will pay \$900,000 to the County and the Districts to offset the costs of the projects listed in Attachment A.
  - b. Within six months of *issuance and acceptance by Denver Water of permits necessary for the Moffat Project* Denver will pay \$900,000 to the County and the Districts to offset the costs of the projects listed in Attachment A.
2. The County and the Districts agree that the funds provided under paragraph 1 will be used only for the projects listed in Attachment A, including reimbursement of costs paid or incurred prior to the date of this Agreement, and agree to provide to Denver Water and the County upon request a written statement of the total cost of each project and the amount of Denver Water funds expended on each project.

3. In consideration for the benefits described in paragraph 1, the Districts agree 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 the Districts, which are listed in Attachment B, Denver Water agrees to withdraw any statements of opposition to the Districts' pending diligence filings and not to oppose the Districts' pending or future diligence applications, including applications to make the listed conditional rights absolute, provided, however, that Denver Water may file statements of opposition to such applications for the limited purpose of ensuring compliance with the obligations of this Agreement.
4. In consideration for terms of this Agreement, the Districts agree that: they are not third party beneficiaries of or under the Cooperative Agreement; that they will not assert a claim to be third party beneficiaries 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 they have ratified and approved this Agreement.
5. 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.
6. 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 County:

County Manager  
208 E. Lincoln Avenue  
P.O. Box 68  
Breckenridge, CO 80424

To Buffalo Mountain Metropolitan District:

Manager, Buffalo Mountain Metro District  
204 Wildernd Rd.  
P.O. Box 2430  
Silverthorne, CO 80498-2430

To East Dillon Water District, Hamilton Creek Metropolitan District, Mesa Cortina  
Water and Sanitation District:

Administrator  
P.O. Box 3428  
Dillon, CO 80435-3428

8. 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.
9. Nothing contained herein shall be construed to be a waiver or partial waiver of the Parties governmental immunity.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the 14th  
day of November, 2012.

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

ATTEST:

*Mrs. S. O'Connell*  
Secretary

*Greg Austin*  
President

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

By: *D. Buchanan*

APPROVED AS TO FORM:

*J. Wells*  
Legal Division

SUMMIT COUNTY

*Dan Tibbs*

Title: Chairman

BUFFALO MOUNTAIN METROPOLITAN DISTRICT

Jonathan King

Title: PRESIDENT

EAST DILLON WATER DISTRICT

Donald Clark

Title: Pres.

HAMILTON CREEK METROPOLITAN DISTRICT

Tom Hand

Title: President

MESA CORTINA WATER AND SANITATION DISTRICT

Andy Jen

Title: Pres.

**ATTACHMENT A**  
**County and District Projects**

<b>Summit County</b>	Lower and Upper Blue River stream habitat improvements and wetlands mitigation projects
	Improvements to Snake River wastewater treatment plant
	Mitigation of mine discharge in Upper Blue River basin
	Winterization of Upper Blue Reservoir
<b>Buffalo Mountain Metropolitan District</b>	Deepen existing wells
<b>East Dillon Water District</b>	Facilities to transfer and treat water directly from Dillon Reservoir or through adjoining water providers.
	Study of surface water treatment options
<b>Hamilton Creek Metropolitan District</b>	Interconnection between Hamilton Creek system and Silverthorne system at Angler Mountain Ranch
<b>Mesa Cortina Water and Sanitation District</b>	Facilities to transfer water to Mesa Cortina through Buffalo Mountain Metro District or Silverthorne water system

ATTACHMENT B

<b>HAMILTON CREEK METROPOLITAN DISTRICT CONDITIONAL WATER RIGHTS</b>				
<i>Structure</i>	<i>Case Number</i>	<i>Amount</i>	<i>Appropriation Date</i>	<i>Source</i>
Hamilton Creek Diversion	82CW379 08CW49	0.06 cfs conditional	June 10, 1980	Hamilton Creek, a tributary of the Blue River
Hamilton Creek Well No 2	84CW69 08CW49	0.169 cfs conditional	October 15, 1983	Ground water tributary to Hamilton Creek