

**Intergovernmental Agreement
For Delivery of Reusable Raw Water**

This Intergovernmental Agreement ("Agreement") is entered into on this ____ day of _____, 2017, by and between the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("Aurora"), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012, and Adams County, Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 ("Adams"). Aurora and Adams are each referred to herein as a "Party" and collectively as the "Parties."

Witnesseth

WHEREAS, the Parties are authorized by Colorado law to cooperate and enter into Intergovernmental Agreements pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S § 29-1-203; and

WHEREAS, Aurora has the right to use, sell, or provide for use certain of its fully reusable municipal water return flows to the South Platte River ("Reusable Raw Water"); and

WHEREAS, such Reusable Raw Water is derived from trans-mountain or other reusable sources; and

WHEREAS, Adams has a use for a certain portion of this Reusable Raw Water; and

WHEREAS, Aurora and Adams desire to enter into this Agreement whereby Aurora shall provide a portion of such Reusable Raw Water to Adams; and

WHEREAS, this Agreement will be of mutual benefit and convenience to Aurora and Adams; and

WHEREAS, the Aurora Utility Enterprise staff has determined as a precondition to entering this Agreement that Aurora is able to fulfill all exchange and operational obligations that require Reusable Raw Water, that Aurora is able to fulfill all existing long-term agreements that require Reusable Raw Water (including this Agreement) and that all other needs of Aurora that may be fulfilled by Reusable Raw Water are met; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Aurora and Adams hereby agree as follows:

Agreement

1. Term of Lease.

a. The term of this Agreement shall commence on the Effective Date and continue until the last date for delivery of water as provided for on the water delivery schedule attached hereto as Table 1 ("Delivery Schedule") such date being October 31, 2018, unless this Agreement is extended pursuant to subparagraph (b) below ("Term").

b. Subject to availability and at Aurora's sole discretion, Adams may continue this Agreement on an annual basis for up to two (2) additional one (1) year extensions, each additional year (November 1 to October 31) hereinafter referred to as an "Additional Year." Adams must notify Aurora by April 1 that it requests a one (1) year extension of this Agreement for the following Additional Year, including the requested Delivery Schedule. Aurora will confirm the extension of this Agreement, or not, including Delivery Schedule, by written notification to Adams to be made by no later than forty-five (45) days after Adams' request. The continuance of the Term for Additional Years shall be made expressly subject to each of the terms and conditions set forth in this Agreement.

2. **Delivery Schedule.** Delivery of the Reusable Raw Water will be made in accordance with the Delivery Schedule, attached hereto as Table 1. For Additional Years, Adams shall submit to Aurora its requested Delivery Schedule by April 1, setting forth monthly delivery totals for the upcoming Additional Year. Any proposed Delivery Schedule shall be effective only upon Aurora's written consent, and shall become the Delivery Schedule. In no event shall the total amount of Reusable Raw Water delivered exceed the maximum amounts set forth in the Delivery Schedule. As long as Aurora is capable of delivering the Reusable Raw Water to the Delivery Points (defined in paragraph 3, below) according to the Delivery Schedule, Adams will be obligated to pay the per-acre foot charge set forth in Paragraph 8, below, regardless of whether or not Adams requests or uses the Reusable Raw Water.

3. Delivery Location.

(a) **Delivery Points.** Adams agrees that Aurora shall initially make its delivery of the Reusable Raw Water at the outfall of the Metro Wastewater Reclamation District's Robert W. Hite treatment facility ("Hite"). Adams further agrees that Aurora may, in its sole discretion, satisfy its delivery obligations under this Agreement by delivering the Reusable Raw Water at any other delivery point or delivery points on the South Platte River (each of Hite and such other delivery points, hereinafter, a "Delivery Point" and collectively, the "Delivery Points"), provided that such alternative Delivery Points are located within a reach of the South Platte River beginning at or below Hite and continuing downstream to a point at or above the location on the South Platte River where Henderson Road crosses the South Platte River, near Henderson, Colorado (such location, the "Point of Use"). Adams acknowledges and agrees that the alternate Delivery Points may include, but are not limited to, the confluence of Sand Creek and the South Platte River. Aurora will bear the responsibility for delivery of the Reusable Raw Water to these Delivery Points, and in its sole discretion may determine which of the Delivery Points it will use at any given time. Once Aurora has completed its delivery of the Reusable Raw Water hereunder, Adams shall assume sole liability for any loss, damage, or injury that may occur to persons or property as the

direct or indirect result of the control and/or use of said Reusable Raw Water by Adams. The amount of Reusable Raw Water reflected in the Delivery Schedule was calculated by Adams to include any transportation losses, or "shrinkage," from Hite to Adams' Point of Use downstream. Adams also acknowledges the travel time between the alternate Delivery Points and Adams' Point of Use varies, but that the timing for Aurora's delivery obligations as provided for under the Delivery Schedule shall remain the same regardless of Aurora's use of alternative Delivery Points.

(b) **Credit for Avoided Transit Loss.** Aurora's obligations with respect to the volume of Reusable Raw Water to be delivered under this Agreement are deemed to be satisfied if Aurora makes deliveries in such amounts as if delivered at Hite. Thus, if Aurora elects, in its sole discretion, to make its delivery of any Reusable Raw Water under this Agreement at a Delivery Point other than Hite, and if delivery at such alternative Delivery Point(s) results in reduced transit loss, Aurora shall be entitled to retain such avoided transit loss with no credit to Adams in water, money or otherwise. Aurora shall maintain and provide to Adams a monthly accounting and report of daily deliveries at the Delivery Point(s). If Aurora elects to deliver some or all of the Reusable Raw Water at alternative Delivery Point(s), then the foregoing reports shall include the calculated amount of avoided transit loss and the amount of water physically delivered at such alternative Delivery Point(s). For purposes of calculating any such avoided transit loss, the Parties hereby agree that the volume of Reusable Raw Water required to be delivered by Aurora in accordance with the Delivery Schedule shall be discounted by an amount equal to one-half of one percent (0.5%) of such volume during the April through September irrigation season, or one-fourth of one percent (0.25%) of such volume during the October through March non-irrigation season, for each river mile in distance between Hite and such alternative Delivery Point(s) (such distance calculated to the nearest one-tenth of a mile), or by such other amount as determined by the Division Engineer for Water Division No. 1 (such office or its replacement the "Division Engineer") or as specified in an applicable statute or decree from a court of applicable jurisdiction. The product of this calculation shall represent the amount of avoided transit loss in acre-feet, which Aurora shall be entitled to retain.

4. **Source and Quality of Reusable Raw Water.** The Reusable Raw Water to be provided by Aurora under this Agreement shall, at Aurora's discretion, consist of Aurora's reusable municipal return flows to the South Platte River, any fully consumable portion of changed irrigation water rights owned by, or available to Aurora, fully consumable water diverted pursuant to decrees entered in 03CW414, 03CW415 and 06CW104, and any other legal source of Reusable Raw Water available to Aurora. Under no circumstances shall this Agreement be interpreted to mean that Aurora must supply potable water should the sources set forth in this paragraph be unavailable. Aurora does not warrant or guaranty any water quality standards with respect to the Reusable Raw Water to be delivered as provided for under this Agreement and Adams hereby waives any such warranty or guaranty.

5. **Use of Reusable Raw Water.** Adams shall have the right to use and reuse to extinction the Reusable Raw Water delivered under this Agreement for water supply purposes, including without limitation replacement and exchange purposes in connection with any substitute water supply plan approved by the Colorado State Engineer's Office, augmentation and exchange purposes in accordance with any augmentation plan or appropriative right of exchange decreed by the Colorado Water Court, and any other lawful exchanges; provided that such use is consistent with the terms of this Agreement and all applicable laws, rules and regulations

6. **Water Rights Accounting.** Adams will be solely responsible for any and all reporting and accounting required by the Colorado State Engineer, the Division Engineer for Water Division 1, the Water Commissioner for Water Commissioner District 2, or any other lawful authority after Aurora makes its delivery of the Reusable Raw Water as provided for under this Agreement. This responsibility includes, but is not limited to, Adams' withdrawal of the Reusable Raw Water from the South Platte River (if any) and Adams' use of the Reusable Raw Water. Aurora will provide any and all reporting and accounting required by the Colorado State Engineer, the Division 1 Engineer, or any other lawful authority concerning proof of the reusability of the Reusable Raw Water and conveyance of the Reusable Raw Water to the Delivery Point(s).

7. **Subordination Clause.** This Agreement shall be made expressly subordinate to any present or future use of Reusable Raw Water by Aurora for the purposes of augmentation, exchange, or any other use which is or will be of greater direct benefit to Aurora and the users of its water delivery system, as well as to the water supply obligations which Aurora has incurred or will incur through any of the following: (a) its obligations pursuant to Water Division 1, Case Nos. 95CW226 and 227, Case No. 99CW158, Case No. 01CW284 and Case No. 02CW341; (b) the November, 30, 2007, Water Supply Agreement with the Rocky Mountain Energy Center, LLC; (c) the May 20, 2003, Water Rights Purchase and Sale Agreement with the City of Thornton, Colorado; (d) the May 19, 2006, Reusable Water Lease Agreement with the Central Colorado Water Conservancy District; (e) the June 30, 2015, Intergovernmental Agreement ("IGA") for Delivery of Reclaimed Wastewater with E-470 Public Highway Authority; (f) the August 16, 2015, Agreement with Asphalt Specialties Company for Lease of Firm Delivery of Reclaimed Wastewater; (g) the September 17, 2015, Agreement for Lease of Firm Delivery of Reclaimed Groundwater with Bucklen Equipment Company; (h) the December 8, 2015, IGA with Adams County for Delivery of Reclaimed Wastewater, (i) the June 29, 2016 Agreement with Asphalt Specialties Company for Delivery of Reusable Raw Water, (j) the April 4, 2016 Agreement with R.M. Hiner Construction Co for Delivery of Reusable Raw Water, (k) the April 30, 2016 Agreement with Ready Mixed Concrete Company for Delivery of Reusable Raw Water, (l) the October 11, 2016 IGA with Todd Creek Village Metropolitan District for Delivery of Reusable Raw Water, (m) the September 14, 2016 IGA with West Greeley Conservation District for Delivery of Reusable Raw Water, (n) the March 7, 2017 Agreement for Delivery of Reusable Raw Water with Brannan Sand and Gravel Company, LLC, and (o) any and all obligations resulting from any firm delivery annual lease or delivery contract of Reusable Raw Water executed prior to the date of this Agreement. The foregoing subordination does not, in and of itself, create an excuse for Aurora's failure to deliver the Reusable Raw Water under this Agreement. However, Aurora and Adams agree that the purpose and effect of the foregoing subordination is to establish a priority among and between Aurora's obligations under this Agreement and Aurora's other obligations with respect to its Reusable Raw Water in the event of a *force majeure* event causing delay or interruption in Aurora's delivery of the Reusable Raw Water.

8. **Consideration.** Adams agrees to pay to Aurora the amount of Three Hundred dollars (\$300.00) per acre-foot ("Unit Rate") for all Reusable Raw Water delivered under this Agreement. The Unit Rate shall remain constant throughout the Term.

9. **Payment.** Aurora shall bill for all Reusable Raw Water it will deliver to Adams under this Agreement within thirty (30) days of the Effective Date. For each Additional Year, Aurora shall bill for all Reusable Raw Water to be delivered during that year within thirty (30) days of Aurora's

approval of the Delivery Schedule for that year. All billing shall be done on such forms as designated by Aurora for that purpose. Payment by Adams shall be due no later than 45 days after such bill has been issued. If Adams does not make the required payment by the due date, Aurora may give Adams a notice of default. If Adams does not cure the default by making full payment within 30 days of receipt of any notice of default, then Aurora, in addition to pursuing any other remedies available to it, may declare this Agreement terminated. Any delay in Aurora's invoicing for payments under this Agreement shall not constitute a breach of Aurora's obligations and shall not relieve Adams of its obligations to pay all consideration due hereunder. If Aurora fails to deliver the entirety of the Reusable Raw Water it is otherwise required to deliver under this Agreement, Adams shall be entitled to a credit equal to the Unit Rate multiplied by the volume of such undelivered Reusable Raw Water against the payment due with respect to the next Additional Year except with respect to any such shortfall occurring over the last year of this Agreement in which case Aurora shall reimburse Adams such amount promptly following the termination of this Agreement. This Agreement shall not constitute a multi-year fiscal obligation. This Agreement is subject to annual appropriation. In the event Adams fails to appropriate funds for this Agreement in any given fiscal year, Adams may terminate the Agreement accordingly. Adams is responsible for payment for any water delivered pursuant to the Delivery Schedule prior to termination.

10. **Non-Assignability and No Subleases.** Neither Aurora nor Adams may assign its rights or delegate its duties hereunder without the prior written consent of the other Party. Adams may not sublease the Reusable Raw Water to which it is entitled pursuant to this Agreement without the permission of Aurora, which permission Aurora may grant or withhold at its discretion.

11. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, if any are allowed. The Parties intend that each Party shall not incur any liability other than those liabilities directly running to such Party or its assigns permitted under this Agreement if any.

12. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that all Reusable Raw Water provided hereunder is intended for the present and future use of Aurora. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Reusable Raw Water upon Adams, nor shall any future needs of Adams for water enable Adams to make claim against Aurora for any of Aurora's Reusable Raw Water, or other water or water rights. Adams further acknowledges the statutory prohibition against vesting of a right as expressed in CRS § 31-35-201 applies in these circumstances.

13. **No Opposition to Aurora Water Court Matters.** From the date of execution of this Agreement through the conclusion hereof, Adams agrees that neither it nor any successors, if any are allowed, will oppose Aurora in any Colorado Water Court applications filed by Aurora except to assert injury to a vested or conditional water right.

14. **Aurora Right to Request Reuse.** The Parties hereto acknowledge that hydrologic and other conditions may exist wherein Adams may not need all or a portion of the Reusable Raw Water under this Agreement. Aurora may contact Adams, not more frequently than once per day, to determine if any of the Reusable Raw Water provided hereunder will not be needed.

15. **Entire Agreement of the Parties.** This Agreement represents the entire agreement of the Parties and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants and warranties concerning the subject matter hereof, are merged in this Agreement.

16. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.

17. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.

18. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of *force majeure*, as that term is specifically defined herein; provided that: (a) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the *force majeure*; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the *force majeure* event or condition; and (c) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the *force majeure* event or condition. As used herein *force majeure* shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation A) changes in state or federal law or administrative practice concerning, water rights administration, water quality or stream flow requirements, B) changes in state water rights administrative practice concerning the reuse of Reusable Raw Water through agreement to others for use at locations other than Aurora, Colorado, including, but not limited to, challenges to retained dominion and control, C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the Party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) drought [a condition more severe than that which occurred in 2002 in the South Platte River Basin or any basin from which the Reusable Raw Water originates] O) other extreme weather conditions, P) blockades, Q) insurrection, R) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); S) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, T) inability, despite due diligence, to obtain required licenses, permits or approvals, and, U) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a *force majeure* event or condition prevents Aurora from delivering all or part of the agreed upon amounts of Reusable Raw Water to Adams, Aurora shall refund all advance payments

made for that water not delivered within 60 days of the conclusion of the *force majeure* event or the cancellation of the Agreement pursuant to the remaining provisions of this Paragraph. In no event will any delay or failure of performance caused by any conditions or events of *force majeure* extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the Party claiming *force majeure* continues for an uninterrupted period of more than 120 days from its occurrence or inception as noticed pursuant to this Paragraph, the Party not claiming *force majeure* may, at any time following the end of such 120 day period, terminate this Agreement upon written notice to the Party claiming *force majeure*, without further obligation except as to costs and balances incurred prior to the effective date of such termination.

19. **Sole Obligation of Utility Enterprise.**

(a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora ("City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

(b) In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Adams shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

20. **Miscellaneous.**

(a) **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of Aurora, Adams, or any other entity not a party hereto.

(b) **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the entire Agreement will terminate.

(c) **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

(d) **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.

(e) **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.

(f) **Recordation.** Following the execution of this Agreement, the Parties may cause this Agreement to be recorded with the Clerk and Recorder's Office of such county or counties in Colorado as they may desire.

(g) **Notice.**

(1) All notices, requests, demands, or other communications (collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To Aurora: City of Aurora
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012-1555
Attn: Director, Aurora Water

with copy to City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012-1555
Attn: City Attorney

To Adams: Adams County Parks & Open Space
9755 Henderson Road
Brighton, CO 80601
Attn: Kurt Carlson

with copy to Adams County Board of County Commissioners
4430 South Adams County Parkway
Brighton, CO 80601
Attn: Erica Hannah

Notices shall be effective (iv) the next day following the date sent by an established express delivery service which maintains delivery records requiring a signed receipt, (v) upon receipt by the addressee of a hand delivery, or (vi) three (3) days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

(2) Notwithstanding the foregoing, the Parties may communicate with respect to the Delivery Schedule and miscellaneous matters by e-mail as follows: (i) to Aurora to John Murphy at jmurphy@auroragov.org; and (ii) to Adams to Kurt Carlson at kcarlson@adcogov.org or such other e-mail address as other address as the Parties may designate by Notice in the manner provided for under Paragraph 20(g)(1) above.

(h) **Non-Business Days.** If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

(i) **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.

(j) **Governing Law and Venue.** This Agreement and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in the District Court for Arapahoe County, Colorado.

(k) **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each Party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

(l) **No Construction Against Drafter.** This Agreement was drafted by Aurora with review and comment from the attorney for Adams. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

21. **Effective Date.** The "Effective Date" of this Agreement shall be the date it is signed by the Mayor of Aurora.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

[signatures on following pages]

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

Stephen D. Hogan, Mayor

Date

ATTEST:

Linda Blackston, City Clerk

Date

APPROVED AS TO FORM FOR AURORA:

Stephanie Neitzel, Assistant City Attorney

Date

ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by Stephen D. Hogan, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora,
Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Table 1
Nyholt-Mann Lake Evaporation Augmentation - Case No. 05CW146
Aurora Lease Schedule for 2017 Lease Year
(November 1, 2016-October 31, 2018)
Values in Acre-Feet

Month (1)	Average Net Evap (2)	Adams County's Brantner Shares					Aurora Reclaimed Wastewater			
		Brantner Delivery (3)	Return Flow Obliga- tion (4)	Delivery to Nyholt- Mann for Evap (5)	Delivery to S. Platte R. for RFO (6)	Brantner RFO (7)	Net Stream Deple- tion (8)	Net Brantner RFO (9)	Aurora Delivery at Point of Depl. (10)	2017 WY Modified Delivery Schedule (11)
Nov-16	5.6	0	1.9%	0	0	0	6.0	0.0	6.0	6.4
Dec	4.7	0	1.2%	0	0	0	4.8	0.0	4.8	5.1
Jan-17	4.8	0	0.6%	0	0	0	4.8	0.0	4.8	5.1
Feb	6.2	0	0.1%	0	0	0	6.1	0.0	6.1	6.4
Mar	7.6	0	10.0%	0	0	0	7.5	0.0	7.5	7.9
Apr	13.4	0	21.6%	0	0	0	13.1	0.0	13.1	13.8
May	17.4	17.4	22.2%	17.4	0	3.9	0.9	3.9	4.7	5.0
Jun	25.3	25.3	24.1%	25.3	0	6.1	0.0	6.1	6.1	6.5
Jul	26.6	26.6	27.4%	26.6	0	7.3	0.0	7.3	7.3	7.7
Aug	23.3	23.3	35.7%	23.3	0	8.3	0.0	8.3	8.3	8.8
Sep	17.7	17.7	70.2%	17.7	0	12.4	0.0	12.4	12.4	13.2
Oct	12.1	0	3.0%	0	0	3.3	11.3	3.3	14.7	15.5
Nov-17	5.6	0	1.9%	0	0	2.1	6.0	2.1	8.1	8.6
Dec	4.7	0	1.2%	0	0	1.3	4.8	1.3	6.1	6.5
Jan-18	4.8	0	0.6%	0	0	0.7	4.8	0.7	5.5	5.8
Feb	6.2	0	0.1%	0	0	0.1	6.1	0.1	6.2	6.6
Mar	7.6	0	10.0%	0	0	0	7.5	0.0	7.5	7.9
Apr	13.4	13.4	21.6%	13.4	0	2.9	0.5	2.9	3.4	3.6
May	17.4	17.4	22.2%	17.4	0	3.9	0.0	3.9	3.9	4.1
Jun	25.3	25.3	24.1%	25.3	0	6.1	0.0	6.1	6.1	6.5
Jul	26.6	26.6	27.4%	26.6	0	7.3	0.0	7.3	7.3	7.7
Aug	23.3	23.3	35.7%	23.3	0	8.3	0.0	8.3	8.3	8.8
Sep	17.7	17.7	70.2%	17.7	0	12.4	0.0	12.4	12.4	13.2
Oct	12.1	0	3.0%	0	0	3.7	11.3	3.7	15.1	15.9
2017 Irrig Yr Total	164.8	110.3	---	110.3	0.0	41.3	54.5	41.3	95.8	101.3
2018 Irrig Yr Total	164.8	123.8	---	123.8	0.0	48.8	41.0	48.8	89.9	95.1

Difference: 6.3

Column Notes:

- 1) Month of 2017 or 2018 Irrigation Year.
- 2) Average Net Evaporation from Exhibit D, Col. 7 in the Decree in Case No. 05CW146, increased by 10% as a factor of safety to prevent under replacement. The evaporation procedure described in the Decree adjusts the monthly gross evaporation by an ETR ratio calculated from actual vs. average ETR data. The resulting calculated evaporation may be higher or lower than the values shown in Exhibit D based on actual conditions.
- 3) Farm headgate delivery ("FHGD") from Adams Co.'s Brantner shares for Nyholt-Mann evaporation only, limited to the averages in Exhibit B, Page 2 of 5, Col. 6 in the Decree in Case No. 05CW146. March-April FHGD not included. The accounting will reflect the actual deliveries and resulting return flow obligations.
- 4) Return Flow Percentage of actual FHGD, from Exhibit B, Page 2 of 5, Col. 11 in the Decree in Case No. 05CW146
- 5) March - September: Col. 2.
- 6) Case of NO pipeline to the South Platte River: No Brantner Ditch deliveries to make up return flow obligation.
- 7) Total Return Flow Obligation for Brantner FHGD. March - September: Col. 3 x Col. 4. October - February: Sum of Col. 3 for the previous March - September period, x Col. 4. (There will be no RFO in November 2016-February 2017 since no deliveries of Adams County's Brantner water are anticipated in 2016.)
- 8) Net Stream Depletion resulting from unreplaced Adjusted Net Evaporation. Equal to (Col. 2 - Col. 5), lagged based on Glover Analysis using aquifer transmissivity of 100,000 gpd/ft, specific yield of 0.20, and distance from lake to river of 140 feet.
- 9) Net Unreplaced Brantner Return Flow Obligation, to be replaced with Aurora Reclaimed Wastewater. Equal to Col. 6 minus Col. 7.
- 10) Total Aurora Reclaimed Wastewater needed to replace remaining depletions and return flow obligations to S. Platte River at Nyholt-Mann point of depletion. Col. 8 + Col. 9.
- 11) Delivery schedule of Reclaimed Wastewater to South Platte River at Robert W. Hite WWTP (or other point at Aurora's discretion). Col. 10 increased to account for 5.5% transit loss from release point at Robert W. Hite WWTP down to Nyholt-Mann Lake. (5.5% = 0.5% per mile x 11 miles.)
- 12) Total replacement of evaporation and stream depletions. Col. 5 + Col. 10 - Col. 9.