

**AMENDED AGREEMENT BETWEEN AURORA AND ROY
PARTICIPANTS FOR USE OF THE HOLBROOK SYSTEM FACILITIES**

This Amended Agreement (“Amended Agreement”) is entered into this ____ day of _____, 2016, by and among the: City of Aurora, acting by and through its Utility Enterprise (“Aurora”); Southeastern Colorado Water Activity Enterprise (“Southeastern”); City of Fountain, acting by and through the City of Fountain Electric, Water and Wastewater Utility Enterprise (“Fountain”); the City of Colorado Springs, on behalf of its utility enterprise known as Colorado Springs Utilities (“Colorado Springs”); and Board of Water Works of Pueblo, Colorado (“Pueblo Water”). Collectively these parties are referred to hereinafter as the “ROY Participants” and any one of them may be referred to as a “ROY Participant.”

RECITALS

WHEREAS, on May 27, 2004, Aurora entered an Intergovernmental Agreement (“IGA”) with the ROY Participants and others, Article II of which provides, *inter alia*, for the recapture and storage for later use of water owned or controlled by one or more of the ROY Participants pursuant to a program called Restoration of Yield (“ROY”); and

WHEREAS, 1) on March 1, 2005, Aurora entered an agreement (“the Original Holbrook Agreement”) with the Holbrook Mutual Irrigating Company (“Holbrook”) to use the unused diversion, carriage, and storage capacity that, at times, is available in Holbrook’s water diversion, conveyance and storage facilities (“Holbrook System”), 2) also on March 1, 2005, Aurora and the ROY Participants enter into an agreement between themselves (“Original ROY Participants Agreement”) pursuant to which, *inter alia*, Aurora assigned a portion of its rights under the Original Holbrook Agreement to the ROY Participants, 3) on February 23, 2010 Aurora Extended the term of the Original Holbrook Agreement for an additional five years (“Original Holbrook Agreement Extension”), 3) On October 6, 2010 Aurora and the ROY Participants entered into a renewed agreement (“Renewed ROY Participants Agreement”) pursuant to which, *inter alia*, the Aurora assignment of a portion of its rights under the Original Holbrook Agreement to the ROY Participants was continued, and 4) on March 3, 2015 Aurora and Holbrook amended the Original Holbrook Agreement (the “Amended Holbrook Agreement”) to, *inter alia*, again extend the Original Holbrook Agreement; and

WHEREAS, the Original Holbrook Agreement, which is attached hereto as **Exhibit A**, the Original Holbrook Agreement Extension, which is attached hereto as **Exhibit B**, and the Amended Holbrook Agreement, which is attached hereto as **Exhibit C**, are all incorporated herein by this reference; and

WHEREAS, currently, Aurora is solely responsible for the obligations it undertook pursuant to the Original Holbrook Agreement and is the sole beneficiary of the rights to use Excess Capacity created by that agreement (and defined in Paragraph A.2.a. herein); and

WHEREAS, the Original Holbrook Agreement, Original Holbrook Agreement Extension and Amended Holbrook Agreement expressly contemplate Aurora’s assignment of rights and obligations thereunder to ROY Participants; and

WHEREAS, this Amended Agreement is necessary to effectuate such an assignment and delineate the respective rights and obligations of all ROY Participants with respect to the use of Excess Capacity in the Holbrook System and actions contemplated by the Original Holbrook Agreement, including the Original Holbrook Agreement Extension; and

WHEREAS, this Amended Agreement is necessary to effectuate such an assignment and delineate the respective rights and obligations of the ROY Participants with respect to the use of Excess capacity in the Holbrook System and actions contemplated by the Amended Holbrook Agreement.

NOW THEREFORE; Aurora and the ROY Participants hereby agree as follows:

AGREEMENT

A. General Provisions:

1. The following is each of the ROY Participants' percentage of participation/pro rata share in an assignment of rights under the Original Holbrook Agreement ("Percentage of Participation"):

<u>Participant Entity</u>	<u>Percentage of Participation/ Pro Rata Share</u>
City of Fountain	5 %
Southeastern Colorado Water Activity Enterprise	1 %
Board of Water Works of Pueblo	2 %
Colorado Springs	46 %
City of Aurora Utility Enterprise	46 %

Accordingly, Aurora hereby assigns to each ROY Participant an undivided interest in the Amended Holbrook Agreement equal to the Percentages of Participation stated above, and each of the ROY Participants agrees to assume Aurora's rights and obligations under both the Original Holbrook Agreement and the Amended Holbrook Agreement to the extent of its Percentage of Participation. The ROY Participants may adjust the percentages stated above only upon the unanimous consent of all ROY Participants at the time of the request.

2. The ROY Participants' use of Excess Capacity in the Holbrook System contemplated by this Amended Agreement, including storage of water, will be allocated in the same ratio as the Percentage of Participation of each ROY Participant. Any ROY Participant may store water in the unused portion of any other ROY Participant's allocated Percentage of Participation in the Excess Capacity on the following terms:

a. The Original Holbrook Agreement defined Excess Capacity to mean: diversion, carriage and storage capacity in the Holbrook System that at any given time is not needed

for the diversion, carriage and storage of water pursuant to: a] Holbrook's water rights, or; b] other water controlled by Holbrook pursuant to contract.

b. Use of Excess Capacity in addition to a ROY Participant's Percentage of Participation of the Excess Capacity is referred to hereafter as the use of Others' Excess Capacity.

c. If more than one ROY Participant desires to use for a specified period of time some or all of Others' Percentage of Participation in the Excess Capacity, then the use of Others' Percentage of Participation in the Excess Capacity will be allocated based on the ratio of the Percentage of Participation of the ROY Participants then desiring to use any available Others' Excess Capacity. For example if Fountain (a 5% Percentage of Participation) and Colorado Springs (a 45% Percentage of Participation assuming Pueblo West is included) sought to use the unused Excess Capacity of Southeastern (a 1% Percentage of Participation) and Pueblo Water (a 2% Percentage of Participation), Fountain and Colorado Springs would share the total 3% additional Excess Capacity (which would be identified as Others' Excess Capacity), and costs therefor, in a ratio of one to nine. At such times as the Others' Percentage of Participation in the Excess Capacity is fully utilized, no other ROY Participant is entitled to use a portion thereof.

d. Any use of Others' Percentage of Participation in the Excess Capacity by a ROY Participant will spill prior to spill of any ROY Participants' water stored in their respective Pro Rata Share of Excess Capacity. Water spilled out of Others' Percentage of Participation in the Excess Capacity will be spilled in proportion to the amount of water stored in Other's Percentage of Participation in the Excess Capacity by each ROY Participant.

e. If it is necessary to spill water out of ROY Participants' Percentage of Participation in the Excess Capacity, then the water of each ROY Participant will be spilled in proportion to the amount of water each ROY Participant has stored in the Holbrook System at the time such spill occurs.

3. Before March 1st of each year that this Amended Agreement is in effect, Holbrook, Aurora, and all ROY Participants will meet to discuss operational issues relating to the expected operations for the coming year.

4. This Amended Agreement is effective upon its execution by all ROY Participants and continues thereafter until the Amended Holbrook Agreement, or any renewal thereof, expires or is terminated.

5. By unanimous consent, the ROY Participants may agree to include the Pueblo West Metropolitan District (Pueblo West) as a party to this Amended Agreement so long as Holbrook consents in writing to such inclusion and the associated assumption by Pueblo West of rights and obligations pursuant to the Original Holbrook Agreement, Original Holbrook Agreement Extension and Amended Holbrook Agreement. If Pueblo West is included as a party to the Amended Agreement (which does not include Pueblo West as a ROY Participant nor does

it preclude Pueblo West for becoming a ROY Participant), then the respective percentages of participation in the assignment of rights pursuant to this Amended Agreement will be:

<u>Participant Entity</u>	<u>Percentage of Participation/ Pro Rata Share</u>
City of Fountain	5 %
Southeastern Colorado Water Activity Enterprise	1 %
Board of Water Works of Pueblo	2 %
Colorado Springs	45 %
City of Aurora Utility Enterprise	45 %
Pueblo West	2%.

6. The ROY Participants hereby designate the following officials from their organizations with the authority for their respective organizations to 1) agree whether or not to include Pueblo West as a party and 2), extend this Amended Agreement upon any subsequent renewal or renewals of the Original Holbrook Agreement, Original Holbrook Agreement Extension and/or Amended Holbrook Agreement:

City of Fountain	Utilities Director
Southeastern Colorado Water Activity Enterprise	Executive Director
Board of Water Works of Pueblo	Executive Director
Colorado Springs	Utilities Director
City of Aurora Utility Enterprise	Director of Utilities.

B. Responsibilities of Aurora for Implementing the Original Holbrook Agreement:

1. Aurora will be responsible for coordination between the ROY Participants and Holbrook.

2. Aurora will communicate with Holbrook regarding all operational activities necessary, such as the amount of the ROY Participants’ water to be diverted, stored, released, or exchanged on a daily basis.

3. Aurora will maintain the necessary accounting to operate this Amended Agreement and the Original Holbrook Agreement. Accounting will consist of both water accounting and financial accounting. Aurora will provide its accounting information to ROY Participants within 2 business days of a request.

4. Aurora will provide to Holbrook and the State and Division Engineers any required periodic water accounting.

5. Aurora will invoice the ROY Participants on a monthly basis (as needed) for the required payments for use of the Holbrook System under the Original Holbrook Agreement.

6. Aurora will develop any necessary Substitute Water Supply Plan (“SWSP”) pursuant to § 37-92-308, C.R.S., for use of the Holbrook System by the ROY Participants after coordination and with input from each ROY Participant. The ROY Participants acknowledge and agree that it may not be necessary for some ROY Participants to have a SWSP in order to use excess capacity in the Holbrook System.

7. Aurora will be responsible to coordinate with Holbrook for installation and improvement of structures contemplated in the Original Holbrook Agreement. These efforts will be made in cooperation with the other ROY Participants.

8. Aurora’s records maintained pursuant to this Amended Agreement will be available for inspection and copying by any ROY Participant upon reasonable advanced notice to Aurora.

C. Responsibilities of ROY Participants.

1. The Original Holbrook Agreement, Original Holbrook Agreement Extension and Amended Holbrook Agreement require that Aurora provide 12 hours advance notice to Holbrook of changes in Holbrook’s operations necessary for the ROY Participants’ use of the Holbrook system. Therefore, each ROY Participant will provide to Aurora at least 24 hours advance notice of its requests for diversion, storage, release, and exchange of water using the Holbrook System. Notwithstanding other provisions of this Amended Agreement dealing with notice and notices, the notice to Aurora discuss in this paragraph may be given to Aurora by telephone at 719-254-7984 or by E-mail to ppfeiff@auroragov.org or to such other telephone number or E-mail address as Aurora may later determine, with notice of such determination to the ROY Participants.

2. If any party or parties to this Amended Agreement determines it is necessary for said party or parties to obtain and operate under a Substitute Water Supply Plan (“SWSP”) in order to conduct operations under this Amended Agreement, then such party or parties will be responsible for all costs incurred in obtaining and operating such SWSP or SWSPs. If two or more parties share an SWSP or SWSPs they will allocate as between themselves the costs incurred. A ROY Participant or party to this Amended Agreement that does not have water included in a ROY SWSP will not be responsible for any SWSP costs.

3. Each ROY Participant will pay its Pro Rata Share of all payments, fees and costs due under the Original Holbrook Agreement and as modified by the Amended Holbrook Agreement. Each ROY Participant must make its payment to Aurora for any such fees and costs within 45 days after the date of any Aurora invoice.

4. Each ROY Participant will pay Aurora an Administration and Management Fee in the amount of 15% of each amount charged such ROY Participant under this Amended Agreement. This charge applies to categories of payments, fees and costs described in this Amended Agreement, and will be included in each ROY Participant’s billing invoice.

5. If any ROY Participant determines that it no longer desires to participate in this Amended Agreement, it may provide notice of termination to the other ROY Participants. Such termination will be effective 90 days following notice of termination. The terminating ROY Participant will be responsible for its Pro Rata Share of fees and costs described in this Section C, and its Pro Rata Share (if any) of the costs incurred in development of the ROY SWSP through the date of termination. Upon such ROY Participant's termination, the water of such terminating ROY Participant remaining in the Holbrook System will, at the option of the terminating ROY Participant, be transferred to one or more of the remaining ROY Participants storage in the Holbrook System or released from storage.

D. Aurora's Right of Non-Participation:

In the event Aurora is unable to obtain the legal authorizations required to conduct the operations contemplated in the Original Holbrook Agreement or Amended Holbrook Agreement, or other barriers are raised that frustrate the purposes of the Original Holbrook Agreement or Amended Holbrook Agreement, the ROY Participants signing this Amended Agreement will have no obligation to continue to perform any portion of this Amended Agreement for the benefit of any ROY Participant hereto. The Remaining ROY Participants, as assignees of Aurora, however, may elect to continue to fulfill the terms of the Original Holbrook Agreement and Amended Holbrook Agreement and to assume Aurora's obligations thereunder.

E. Allocation of Exchange Opportunity:

No ROY Participant may independently seek to adjudicate its own exchange into or out of the Holbrook System absent the consent of all ROY Participants to this Amended Agreement. Although Pueblo West may become a party to this Amended Agreement, it is not a ROY Participant and neither benefits from nor is burdened by this Paragraph E. The ROY Participants acknowledge the Co-Application in Water Division 2, Case No. 06CW120 is not in contravention of this paragraph. Southeastern filed Water Division 2, Case No. 06CW8 (Water Division 2) in January 2006 to facilitate operations of the Arkansas Valley Conduit ("AVC"). The ROY Participants acknowledge that in paragraph IV of the IGA, they agreed to support the proposed AVC, and agree that Case No. 06CW8 is not subject to this provision. However, some of the ROY Participants have filed statements of opposition in Case No. 06CW8 on grounds other than this Amended Agreement, and nothing in this paragraph will be interpreted to limit those ROY Participants' participation in 06CW8. Nothing in this Amended Agreement restricts or limits any ROY Participants' (or Pueblo West's if it becomes a party to this Amended Agreement) exercise of that ROY Participants' existing decreed or contract exchanges.

F. Other Provisions:

1. Entire Agreement. This Amended Agreement (including the Exhibits) represents the entire agreement of the ROY Participants relating to the use of Excess Capacity in the Holbrook System, and it supersedes any other prior agreements and understandings of any type, both written and oral, among the ROY Participants with respect to the subject matter hereof.

2. Headings for Convenience Only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Amended Agreement.

3. ROY Participants are Governmental Entities. This Amended Agreement is entered into pursuant to sections 29-1-201 through 203, C.R.S. Each of the ROY Participants hereto is a political subdivision of the State of Colorado within the meaning of section 29-1-202(2), C.R.S., and therefore each is a government within the meaning of section 29-1-202(1). The Cities of Aurora, Colorado Springs and Fountain are home rule cities pursuant to Article XX of the Colorado Constitution. The Southeastern Colorado Water Activity Enterprise is a Colorado Water Activity Enterprise established under section 37-45.1-103, C.R.S. The Board of Water Works of Pueblo, Colorado is an independent board established by the Charter of the City of Pueblo, which was adopted pursuant to Article XX of the Colorado Constitution.

4. Constitutional and City Charter Limitations of ROY Participants:

a. Sole Obligation of Aurora's Utility Enterprise. This Amended Agreement will never constitute a general obligation or other indebtedness of the City of Aurora, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City of Aurora.

In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Amended Agreement, no one will have any recourse for any amounts owed to it against any funds or revenues of the City of Aurora 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 Amended Agreement will be construed as creating a lien upon any revenues of the Utility Enterprise or the City of Aurora.

Aurora represents that this Amended Agreement has been duly authorized, executed and delivered by Aurora and constitutes a valid and legally binding obligation of Aurora, enforceable against Aurora in accordance with the terms hereof, subject only to the terms hereof and to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

b. Appropriation of Funds by the City of Colorado Springs. In accord with The Charter of the City of Colorado Springs, performance of Colorado Springs' obligations under this Amended Agreement is expressly subject to appropriation of funds by the City Council. In the event funds are not appropriated in whole or in part sufficient for performance of Colorado Springs' obligations under this Amended Agreement, or

appropriated funds may not be expended due to City Charter spending limitations, then all rights and obligations of Colorado Springs under this Amended Agreement will terminate, and Colorado Springs will thereafter have no liability for compensation or damages to Aurora in excess of Colorado Springs' authorized appropriation for this Amended Agreement or the applicable spending limit, whichever is less. Colorado Springs will notify Aurora and the ROY Participants as soon as reasonably practicable in the event of non-appropriation or in the event a spending limitation becomes applicable. The funds appropriated for this Amended Agreement are equal to or exceed the contract amount for the year in which this Amended Agreement was executed. For any Amended Agreement payments to be made in subsequent fiscal years, if any, Colorado Springs will notify Aurora and the ROY Participants of the appropriation of funds for such payment after the adoption of Colorado Springs' annual appropriation ordinance for those years.

c. Sole Obligation of City of Fountain Electric, Water and Wastewater Utility Enterprise. Any and all financial obligations of the City of Fountain hereunder will be solely the obligations of the City of Fountain acting by and through the City of Fountain Electric, Water and Wastewater Utility Enterprise (the "Enterprise"), and not the financial obligations or other indebtedness of the City of Fountain, Colorado or a multiple fiscal year direct or indirect debt or an obligation of future appropriations by the City Council of the City of Fountain, Colorado contrary to Article X, Section 20 of the Colorado Constitution or contrary to any other constitutional, charter, or statutory limitation. The City of Fountain's obligation to perform any financial obligation hereunder will be fulfilled solely from the net revenues of the Enterprise. "Net revenues" will mean the gross revenues of the Enterprise, less all operation and maintenance expense related thereto as determined by the Enterprise, and less periodic payments on bonds, loans, and other financial obligations of the Enterprise. No other funds or property interests of the City of Fountain, nor any property taxes or any other form of taxation, will be used directly or indirectly, to perform any financial obligation of the City of Fountain pursuant to this Amended Agreement, and the full faith and credit of the City of Fountain is not pledged for the payment of the obligations of the City of Fountain pursuant to this Amended Agreement.

5. Effect of Invalidity. If a court of competent jurisdiction holds that any portion of this Amended Agreement is invalid or unenforceable, for any reason, as to any ROY Participant, the ROY Participants will immediately negotiate valid alternative portion(s) that as near as possible give effect to any invalid or unenforceable portion(s).

6. Waiver of Breach. No waiver or breach of any of the provisions of this Amended Agreement by any ROY Participant will constitute a continuing waiver of any subsequent breach by said ROY Participant, or any other ROY Participant whether of the same or any other provision of this Amended Agreement.

7. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof will be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document will mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

8. Non-Severability and Effect of Invalidity. Each paragraph of this Amended Agreement is interdependent with the others and is not severable unless by mutual written consent of the ROY Participants hereto.

9. Multiple Originals. This Amended Agreement may be executed in any number of counterparts, each of which will be deemed original, and all of which constitute one and the same Amended Agreement.

10. No Attorney's Fees or Costs. In the event of any litigation, mediation, or other dispute resolution process arising out of this Amended Agreement, the ROY Participants agree that each is responsible for their own costs and fees associated with any such action.

11. Joint Draft. The ROY Participants agree they drafted this Amended Agreement jointly with each having the advice of legal counsel and an opportunity to contribute to its content. Therefore, this Amended Agreement will not be construed for or against any ROY Participant on the basis of authorship.

12. Intent of Amended Agreement. This Amended Agreement is intended to describe the rights and responsibilities of and between the ROY Participants hereto and is not intended to, and will not be deemed to, confer rights upon or to benefit any persons or entities not signatories hereto, nor to limit, impair, or enlarge in any way the powers, regulatory authority, or responsibilities of any ROY Participant or any other governmental entity not a ROY Participant hereto.

13. Specific Performance Available. In the event of litigation, mediation, arbitration or other dispute resolution process concerning this Amended Agreement, the remedy of specific performance will be available to any ROY Participant.

14. Notices. Any notice required or permitted to be given hereunder will be in writing and will be deemed given when delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Aurora: Director of Utilities, City of Aurora
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012

City Attorney, City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012

John M. Dingess, Esq.
Hamre, Rodriguez, Ostrander & Dingess, P.C.
3600 S. Yosemite Street, Suite 500
Denver, Colorado 80237-1829

If to Colorado Springs:

Chief Legal Officer/City Attorney
City of Colorado Springs
30 South Nevada, Suite 501
Colorado Springs, Colorado 80903

Michael Gustafson, Esq.
Deputy City Attorney - Utilities
P.O. Box 1103
Mail Code 510
Colorado Springs, Colorado 80947

If to City of Fountain:

Utilities Director
City of Fountain
116 South Main Street
Fountain, CO 80817

Cynthia F. Covell, Esq.
Alperstein & Covell, P.C.
1600 Broadway, Suite 900
Denver, CO 80202

If to Board of Water Works of Pueblo:

Executive Director
Board of Water Works of Pueblo
P.O. Box 400
Pueblo, Colorado 81002-0400

William A. Paddock, Esq.
Carlson Hammond & Paddock, LLC
1900 Grant Street, Suite 1200
Denver, CO 80203

If to Southeastern Colorado Water Activity Enterprise:

James Broderick
Southeastern Colorado Water Activity Enterprise
31717 United Avenue
Pueblo, CO 81001

Lee E. Miller, Esq.
PO Box 261008
Lakewood, CO 80226-1088

or at such other address as any ROY Participant may designate by giving written notice thereof to the other ROY Participants hereto in the aforesaid manner. Notice will be effective upon delivery.

15. No Assignment or Sublease Without Consent. With the exception of governmental reorganization none of the ROY Participants may assign their rights or delegate their duties hereunder without the prior written consent of all of the other ROY Participants and Holbrook. With the exception of governmental reorganization none of the ROY Participants may sublease their rights under this Amended Agreement without the prior written consent of all of the other ROY Participants and Holbrook, provided, however that use of Others' Excess Capacity as provided for herein will not be deemed as an assignment or sublease of a ROY Participant's rights hereunder.

IN WITNESS WHEREOF, the ROY Participants have duly executed this Amended Agreement as of the date first above written.

(Signature Pages Follow)

Southeastern Colorado Water Conservancy District

President (Print Name)

Date

President (Signature)

Attest:

James W. Broderick (Print Name)
Assistant Secretary

Date

Assistant Secretary (Signature)

Approved as to form:

Lee E. Miller, General Counsel
(Print Name)

Date

Lee E. Miller, General Counsel
(Signature)

Date

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_,
by _____, President, acting on behalf of the Southeast Colorado Water Conservancy
District.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

City of Fountain

Mayor (Print Name)

Date

Mayor (Signature)

Attest:

Sharon Mosley (Print Name)
City Clerk

Date

City Clerk (Signature)

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_,
by _____, Mayor, acting on behalf of the City of Fountain.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

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

Stephen D. Hogan, Mayor

Date

ATTEST:

Janice Napper, City Clerk

Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney

Date

ACS #

John Dingess, Special Counsel

Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015,
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)

Exhibit A
(Original Holbrook Agreement)

Exhibit B
(Original Holbrook Agreement Extension)

Exhibit C
(Amended Holbrook Agreement)