

**SETTLEMENT AGREEMENT**  
**IN CONJUNCTION WITH RESOLUTION OF CASE NO. 18CW3042**

This Settlement Agreement in Conjunction with Resolution of Case No. 18CW3042 (“Agreement”) is made by and between the Greeley and Loveland Irrigation Company (“GLIC”); the City of Loveland (“Loveland”); the City of Greeley, acting by and through its Water and Sewer Board (“Greeley”); the Town of Windsor (“Windsor”); the City of Evans (“Evans”); and the Town of Milliken (“Milliken”) (collectively, the “Parties”).

**Recitals**

- A. The Parties other than Milliken are parties to Windsor’s pending Case No. 18CW3042 in the Water Court for Water Division 1 (“Water Court”).
- B. Among other claims, Windsor’s Application in Case No. 18CW3042 includes a claim for a change of the water rights represented by certain shares in the GLIC and the Seven Lakes Reservoir Company (“Seven Lakes”) and certain contract rights in an unincorporated entity, the Loveland and Greeley Reservoir (“Lake Loveland”). GLIC, Seven Lakes, and Lake Loveland are referred to collectively in this Agreement as the “Greeley-Loveland System;” and the interests in the Greeley-Loveland System that Windsor seeks to change in Case No. 18CW3042 are referred to as the “Windsor Shares.”
- C. By the decree entered on February 6, 1990, and amended on September 16, 2002, in Greeley’s Case No. 87CW329 (as amended, the “87CW329 Decree”), the Water Court adjudicated Greeley’s change of the water rights represented by certain shares and contract rights in the Greeley-Loveland System. A copy of the text of the 87CW329 Decree (not including exhibits) is attached as **Exhibit A**. In making its factual findings regarding the historical use of water diverted by the Greeley-Loveland System, the Water Court relied on a system-wide engineering analysis performed by W.W. Wheeler and Associates in support of Greeley’s application (“Wheeler Report” or “Wheeler System-Wide Analysis”). A complete copy of the Wheeler Report is attached as **Exhibit B**. The historical period of use described in the Wheeler Report is from 1968-1985, excluding 1971, and is referred to in this Agreement as the “Wheeler Study Period.” For purposes of this Agreement, the system-wide change methodology approved in the 87CW329 Decree means the suite of terms and conditions of the 87CW329 Decree that have been carried forward in subsequent changes of the Greeley-Loveland System Water Rights (see, e.g., paragraph 19 of the 95CW42 Decree and paragraph 6 of the 99CW235 Decree) as those terms are modified or supplemented by the Stipulated Volumetric Limit Methodology, the Dividend-Based Retained Jurisdiction Term, the 2022 Settlement Storage RFO Methodology, and the Direct-Flow RFO Methodology described below (hereinafter, the “87CW329 System-Wide Methodology”).
- D. For purposes of this Agreement, the term “Unallocated Shares” refers to those 36 rights in Lake Loveland and 20 shares in Seven Lakes owned by the Great Western Sugar Company during the Wheeler Study Period, and 20 rights in Lake Loveland owned by Loudon Ditch Company during the Wheeler Study Period. The table attached as **Exhibit C** summarizes

the characteristics, including certificate numbers from the Wheeler Study Period except for the Lake Loveland rights which are the current certificate numbers, of the Unallocated Shares. The total numbers of outstanding shares or contract rights, as applicable, within each company are as follows: 1,672 GLIC shares (direct flow), 1,648 GLIC-Boyd shares (storage), 300 Lake Loveland rights, and 400 Seven Lakes shares.

- E. In the 87CW329 Decree, GLIC, Seven Lakes, and Lake Loveland are referred to collectively as the “Companies.”
- F. Paragraph 6 of the 87CW329 Decree defined the term “Subject Water Rights” to mean the “water rights which are within the Companies’ system,” comprising the Barnes Ditch water rights described in the decree’s paragraph 6.A; the Larimer County Irrigation and Manufacturing Ditch, a/k/a Chubbuck Ditch or the Chubbuck Ditch water rights described in the decree’s paragraph 6.B; the Loveland and Greeley Canal’s water right described in the decree’s paragraph 6.C; the Seven Lakes Reservoir System water rights described in the decree’s paragraph 6.D; the Boyd Lake water rights described in the decree’s paragraph 6.E; and the Loveland and Greeley Reservoir (Lake Loveland) water rights described in the decree’s paragraph 6.F. Footnote 5 of the 87CW329 Decree narrowed the definition of the term “Subject Water Rights” as follows: “As noted above and in Paragraph 14 below, all references to the ‘Subject Water Rights’ in this paragraph and elsewhere in this Decree do not include the ‘Barnes Ditch contractual rights’ and the ‘Chubbuck Ditch contractual rights,’ as described in Paragraph 14, and all diversions, deliveries, return flows and depletions attributable to such contractual rights have been factored out and excluded from the figures listed above.”
- G. In this Agreement, the terms “Barnes Inches” and “Chubbuck Inches” mean, respectively, the “Barnes Ditch contractual rights” and the “Chubbuck Ditch contractual rights” as described in Footnote 5 and paragraph 14 of the 87CW329 Decree.
- H. Recital G of the 2018 Stipulation described in Recital J below defined the term “GLIC’s Inch Water” as the “incremental amount of additional water delivered to the shareholders under the Greeley-Loveland System as a result of the GLIC’s ownership of Barnes Inches and/or Chubbuck Inches.”
- I. Paragraph 7 of the 87CW329 Decree provides as follows: “This decree authorizes the change of the shares and contract rights within the Companies which Applicant owned at the time of filing the Application, as described above (hereinafter referred to as the ‘Transferred Water Rights’).”
- J. Paragraph 32 of the 87CW329 Decree provides that the volumetric limits imposed on Greeley’s changed Transferred Water Rights apply to “diversions under the direct flow portion of the Subject Water Rights owned by Greeley and any diversions of or stemming from the Barnes and Chubbuck contractual rights by Greeley.”

- K. In this Agreement, the term “Greeley-Loveland System Water Rights” means the water rights described in paragraphs 4.1, 4.2, 4.3, and 4.4 of the Application filed in Case No. 18CW3042, including their subparagraphs.
- L. In paragraph 41, the 87CW329 Decree provided that “the Court should retain jurisdiction indefinitely . . . [t]o permit the change of water rights represented by additional shares or contract rights now owned or hereafter acquired by Greeley in the Subject Water Rights or any of the Companies, upon the terms and conditions of this decree. These rights may be changed only upon the filing of an application under the Court’s retained jurisdiction in this case, identifying the water rights to be changed.” Said paragraph 41 further provided that “[w]ith respect to future changes of additional shares or rights in the Subject Water Rights by Greeley pursuant to this decree, no party shall be foreclosed from challenging the findings and conclusions herein as they relate to such future changes or from asserting any position for proposed terms and conditions for the change of such additional shares or rights.”
- M. Paragraph 50 of the 87CW329 Decree provided that “[i]f Applicant seeks to change water rights represented by additional shares or contract rights now owned or hereafter acquired by Greeley in any of the Subject Water Rights, Applicant may do so upon the terms and conditions of this Decree, including but not limited to the protective terms and conditions contained in Findings of Fact Nos. 16, 18-19, 21-23, and 32-39. These rights may be changed upon the filing of an application under the Court’s retained jurisdiction in this case, identifying the water rights which are to be changed. . . . With respect to future changes of additional shares or rights in the Subject Water Rights by Greeley pursuant to this decree, no party shall be foreclosed from challenging the findings and conclusions herein as they relate to such future changes or from asserting any position for proposed terms and conditions for the change of such additional shares or rights.”
- N. By the decree entered on December 21, 2001, in Case No. 95CW42 (“95CW42 Decree”), the Water Court adjudicated Greeley’s change of the water rights represented by additional shares and contract rights in the Greeley-Loveland System. A copy of the text of the 95CW42 Decree (not including exhibits) is attached as **Exhibit D**.
- O. Paragraph 17 of the 95CW42 Decree provided that “[n]otwithstanding the provisions of Paragraphs 41.A and 50 of the Decree in Case No. 87CW329, Applicant or any other owner of portions of the Subject Water Rights may rely on the findings made herein and, to the extent not revised by this Decree, in the Decree in Case No. 87CW329 regarding historic consumptive use, amount and location of use and dried-up historically irrigated acreage, terms and conditions necessary to prevent an expansion of the historical consumptive use of the Subject Water Rights, and related matters determined herein and therein in any future applications for change of the Subject Water Rights, which determinations shall be *res judicata* in the absence of a showing of subsequent events which were not addressed by this Court herein or therein and which are germane to the question of injury. Williams v. Midway Ranches Property Owners’ Ass’n, Inc., 938 P.2d 515, 526 (Colo 1997); Farmers High Line Canal and Reservoir Co. v. City of Golden, 975 P2d 189, 200 (Colo 1999).”

Said paragraph 17 of the 95CW42 Decree is referred to in this Agreement as the “95CW42 Res Judicata Term.”

- P. Since entry of the 95CW42 Decree, decrees in the following cases have adjudicated changes of Greeley-Loveland System Water Rights in reliance on the Wheeler System-Wide Analysis and the terms and conditions of the 87CW329 Decree and the 95CW42 Decree: Case No. 99CW235 (Greeley); Case Nos. 96CW958, 03CW314, and 08CW175-B (Evans); and Case No. 97CW077 (Central Colorado Water Conservancy District).
- Q. Through their stipulation dated May 7, 2018, in Case No. 08CW175-B (“2018 Stipulation”), GLIC, Loveland, Greeley, and Evans resolved certain but not all of their disputes pertaining to changes of Greeley-Loveland System Water Rights in reliance on the Wheeler System-Wide Analysis and the terms and conditions of the 87CW329 Decree and the 95CW42 Decree. In particular, paragraph 9 of the 2018 Stipulation provided that the four parties to that agreement “expressly acknowledge that this Stipulation did not and does not resolve all disagreements by, between, and among, Evans, Loveland, Greeley, and the GLIC concerning volumetric and/or season-of-use limits.” That paragraph of the 2018 Stipulation further provided that “[i]t is specifically understood and agreed by Evans, Loveland, Greeley, and the GLIC that this Stipulation shall not give rise to any argument, claim, defense or theory of acquiescence, waiver, bar, merger, stare decisis, res judicata, estoppel, laches, or other form of preclusion, by or against any of the parties to this Stipulation in any other matter, case or dispute on any factual or legal issue concerning volumetric and/or season-of-use limits not expressly contained in paragraphs 1 through 3 and 5 through 7 of this [2018] Stipulation, above.” A copy of the text of the 2018 Stipulation (not including exhibits) is attached as **Exhibit E**.
- R. During the Parties’ settlement negotiations in Case No. 18CW3042, disputes have arisen over the historical use of the Greeley-Loveland System Water Rights and interpretation of prior decrees, stipulations, and agreements, including without limitation disputes over application of the 95CW42 Res Judicata Term, including its reference to subsequent events that are germane to the question of injury. Those disputes over subsequent events that are germane to the question of injury, which are referred to collectively in this Agreement as a dispute over “changed circumstances” in the Greeley-Loveland System since entry of the 87CW329 Decree and the 95CW42 Decree, pertain particularly to the disputes over volumetric and/or season-of-use limits that were left unresolved by Evans, Loveland, Greeley, and GLIC in the 2018 Stipulation.
- S. As described in Recital D of the 2018 Stipulation, the Greeley-Loveland System includes two main ditches, the Barnes Ditch and the Chubbuck Ditch (a/k/a Loveland and Greeley Canal). Certain of the water rights decreed to the Barnes Ditch and the Chubbuck Ditch are subject to contractual delivery entitlements (i.e., the “contractual rights” described in Recital F above) that have come to be known as the “Barnes Inches” and the “Chubbuck Inches.”
- T. Recitals D through J and Recital L of the 2018 Stipulation describe the history and the current status of the Barnes Inches and Chubbuck Inches, including Loveland’s ownership

of such inches and Loveland's changes of the associated Barnes Ditch and Chubbuck Ditch water rights in Case Nos. 82CW202(A), 87CW178, 99CW290, 92CW112, 00CW108/03CW354, and 02CW392 (together, the "Loveland Inches"). By this reference, Recitals D through J and Recital L of the 2018 Stipulation are incorporated herein in their entirety.

- U. GLIC and Loveland are parties to an agreement dated January 25, 2010 ("2010 GLIC-Loveland Agreement"), pertaining to the Loveland Inches and to the "Title Agreement" and the "Operating Agreement," both dated June 22, 1977, between Loveland and GLIC. Paragraph 6 of the 2010 GLIC-Loveland Agreement provides that Loveland "shall not apply for changes of any additional Barnes or Chubbuck Contract Inches beyond those that were the subject of the 202A Decree, the Inclusionary Decrees, or were already included in Case No. 02CW392 and Case Nos. 00CW108/03CW354." A copy of the text of the 2010 GLIC-Loveland Agreement (not including exhibits) is attached as **Exhibit F**.
- V. GLIC, Loveland, and Greeley are parties to the "Agreement Concerning Barnes and Chubbuck Contract Inches" dated March 5, 2003 ("2003 GLIC-Loveland-Greeley Agreement"). A copy of the 2003 GLIC-Loveland-Greeley Agreement is attached as **Exhibit G**.
- W. In the corrected decree entered in Loveland's Case No. 02CW392 on January 11, 2011 ("02CW392 Decree"), the Water Court adjudicated Loveland's changes of water rights in the Big Thompson Ditch and Manufacturing Company's Ditch ("Big Thompson D&M Ditch"), the Buckingham Ditch (a/k/a George Rist Ditch), the Loudon Ditch, and the South Side Ditch, as well as water rights represented by certain of the Loveland Inches based on Loveland's ditch-wide analyses for those ditches ("02CW392 Ditch-Wide Methodologies"). A copy of the text of the 02CW392 Decree (not including exhibits) is attached as **Exhibit H**.
- X. Paragraph 12.3 of the 02CW392 Decree, entitled "Res Judicata," provides that "[t]he findings made herein regarding historic consumptive use, amount and location of use, dry-up, and related matters determined herein for shares being changed in the Big Thompson D&M Co., the Buckingham Ditch Co., the Loudon Ditch Co., and the South Side Ditch Co. are based on ditch-wide analyses and pro rata entitlements. Loveland or any other owner of shares in the Big Thompson D&M Co., the Buckingham Ditch Co., the Loudon Ditch Co., and the South Side Ditch Co. may rely upon the findings made herein regarding historic consumptive use, amount and location of use, dry-up, and related matters determined herein in any future applications for change of such shares, which determinations shall be res judicata in the absence of a showing of subsequent events that were not addressed by this Court herein and which are germane to the question of injury. *See In re Application for Water Rights of Midway Ranches Prop. Owners Ass 'n*, 938 P.2d 515, 526 (Colo. 1997). To prevent expanded use, future changes of shares in the Big Thompson D&M Co., the Buckingham Ditch Co., the Loudon Ditch Co., and the South Side Ditch Co. should be based on ditch-wide analyses and pro rata entitlements that are consistent with the analyses and entitlements used in this case." Said paragraph 12.3 of

the 02CW392 Decree is referred to in this Agreement as the “02CW392 Res Judicata Term.”

- Y. The Parties wish to resolve their disputes regarding both Windsor’s claimed change of use of the water rights represented by the Windsor Shares in Case No. 18CW3042 and future claimed changes of use of those Greeley-Loveland System Water Rights represented by those shares and contract rights described in Recital K above, including without limitation their disputes concerning volumetric and/or season-of-use limits and disputes concerning application of the 95CW42 Res Judicata Term in changes of Greeley-Loveland System Water Rights (“Wheeler Historical Use Issues”). Accordingly, this Agreement is intended to provide a final, global resolution to the Parties’ past and ongoing disputes regarding the Wheeler Historical Use Issues and as part of that final, global resolution, to limit participation in future change cases filed in accordance with the “Future GLIC Change Methodology” as that term is defined in paragraph 7 below.
- Z. The Parties further wish to resolve their anticipated disputes regarding Loveland’s future claimed changes of use of water rights that are decreed to the Big Thompson Ditch & Manufacturing Company’s Ditch, the Buckingham Ditch, the Loudon Ditch, and the South Side Ditch and that are subject to the 02CW392 Ditch-Wide Methodologies (“Subject 02CW392 Ditch-Wide Methodologies”), including without limitation anticipated disputes concerning volumetric and/or season-of-use limits and anticipated disputes concerning application of the 02CW392 Res Judicata Term in such changes of water rights.
- AA. As used in this Agreement, the term “GLIC Sector” refers to one of the nine sectors of historically irrigated land under the Greeley-Loveland System that were identified on pages 30-31 and Drawing 1046.2-1 (pages 96-97) of the Wheeler Report.

**NOW, THEREFORE**, for good consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Agreement**

1. The Recitals above are incorporated herein in their entirety and made a part of this Agreement. The Recitals above are provided for illustrative purposes only. The Parties are not adopting interpretations of the terms and conditions in the prior agreements or prior decrees described in the Recitals as part of this Agreement. The terms of the relevant decrees and agreements speak for themselves.
2. Nothing in this Agreement terminates, supersedes, or amends any existing agreement between any of the Parties, including without limitation the 2018 Stipulation, the 2010 GLIC-Loveland Agreement, and the 2003 GLIC-Loveland-Greeley Agreement; however, this Agreement does resolve the disputes expressly left open by paragraph 9 of the 2018 Stipulation.
3. By separate stipulations to be filed of record with the Water Court, GLIC, Greeley, Loveland, and Evans consent to entry of a decree in Case No. 18CW3042 consistent with

and no less restrictive on Windsor than the proposed Findings of Fact, Conclusions of Law, and Decree of the Water Court dated [[DATE]] and attached as **Exhibit I** (“Stipulated Decree”). The Stipulated Decree was the result of negotiated compromise and is not intended by the Parties to serve as precedent for future changes of shares and rights in the GLIC system. As defined in Paragraph 7 below, the Future GLIC Change Methodology is intended to control future changes of shares in the Companies and the Parties’ involvement in such change cases, subject to the terms of this Agreement.

4. **Stipulated Volumetric Limit Methodology.** As part of the negotiation and compromise in Case No. 18CW3042, the Parties have agreed to a methodology for determining volumetric limits that will apply in future changes of Greeley-Loveland System Water Rights subject to the terms of this Agreement. That methodology is referred to in this Agreement as the “Stipulated Volumetric Limit Methodology” and includes the “GLIC-Wide Direct-Flow Diversion Limit” as defined in paragraph 4.1, “GLIC Direct-Flow Delivery Limit Methodology” as defined in paragraph 4.2, and “Greeley-Loveland System Storage Delivery Limit Methodology” as defined in paragraph 4.3.<sup>1</sup> For clarity, the GLIC-Wide Direct-Flow Diversion Limit is a limitation on GLIC’s diversion of the direct-flow water rights described in **Exhibit J**. The GLIC Direct-Flow Delivery Limit Methodology and the Greeley-Loveland System Storage Delivery Limit Methodology concern limitations that apply to deliveries to shareholders that have changed their shares within the GLIC System. The Stipulated Volumetric Limit Methodology is also part of the “Future GLIC Change Methodology” as defined in paragraph 7 below, and will be applied in future changes of Greeley-Loveland System Water Rights represented by shares or rights except for Unallocated Shares.

4.1 **GLIC-Wide Direct-Flow Diversion Limit.** GLIC will limit GLIC-wide direct-flow diversions of the water rights described in attached **Exhibit J** to 21,477.8 acre-feet per year on a rolling 10-year average basis (“GLIC-Wide Direct-Flow Diversion Limit”), as further detailed below.

4.1.1 Subject to the terms of paragraph 4.1.2 below, diversions attributable to all Barnes Inches and Chubbuck Inches, including those owned by Loveland and by Loveland Ready-Mix Concrete (“Ready-Mix Concrete”), will be counted against the GLIC-Wide Direct-Flow Diversion Limit.

4.1.2 The GLIC-Wide Direct-Flow Diversion Limit is not a restriction on Loveland’s or Ready-Mix Concrete’s diversion of water attributable to their Barnes Inches and Chubbuck Inches (“Loveland’s and Ready-Mix Concrete’s Barnes and Chubbuck Diversions”). Loveland’s and Ready-

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<sup>1</sup> GLIC agrees to accept the GLIC-Wide Direct-Flow Diversion Limit and related terms described in paragraph 4.1. and shall account for the same as set forth in paragraphs 4.1.4 and 19 of this Agreement and in the GLIC-Loveland 2022 Agreement. Concerning the GLIC Direct-Flow Delivery Limit Methodology and the Greeley-Loveland System Storage Delivery Limit Methodology described in paragraphs 4.2 and 4.3, these are limitations imposed on shareholder deliveries, and GLIC takes no position on such limitations, but GLIC agrees that it will not contest the Stipulated Volumetric Limit Methodology and/or the Future GLIC Change Methodology in the Case No. 18CW3042 and in future Greeley-Loveland System Water Rights change cases brought pursuant to the Future GLIC Change Methodology.

Mix Concrete's Barnes and Chubbuck Diversions instead are and will be measured and accounted for under and limited by the terms and conditions of the decrees entered in Case Nos. 82CW202(A), 87CW178, 99CW290, 92CW112, 00CW108/03CW354, and 02CW392 (Loveland); and 00CW143 (Ready-Mix Concrete).

4.1.3 The sum of (i) direct-flow diversions attributable to the Greeley-Loveland System Water Rights and (ii) all diversions of Barnes Inches and Chubbuck Inches at any structures and locations decreed for diversion of Barnes Inches and Chubbuck Inches, including those owned by Loveland and Ready-Mixed Concrete, will count against the GLIC-Wide Direct-Flow Diversion Limit. Under no circumstance will the GLIC-Wide Direct-Flow Diversion Limit be used to curtail Loveland's and Ready-Mix Concrete's Barnes and Chubbuck Diversions.

4.1.4 For purposes of compliance with the GLIC-Wide Direct-Flow Diversion Limit and this paragraph 4.1, GLIC and Loveland have entered into a Supplemental Agreement Concerning the Operation and Administration of the GLIC Direct-Flow Diversion Limit ("GLIC-Loveland 2022 Agreement") to facilitate coordination between the parties related to data sharing and the operation and accounting of the GLIC-Wide Direct-Flow Limit, which agreement is attached as **Exhibit K**. Loveland will copy GLIC on data that Loveland sends to the Division of Water Resources ("DWR") regarding Loveland's diversions of its Barnes Inches and Chubbuck Inches; and GLIC will copy Loveland on the diversion data that GLIC sends to DWR.

4.2 **GLIC Direct-Flow Delivery Methodology.** The "GLIC Direct-Flow Delivery Methodology" is made up of the "Maximum Monthly Direct-Flow Delivery Limits" described in paragraph 4.2.1, below, the "Maximum Annual Direct-Flow Delivery Limit" described in Paragraph 4.2.2, below, and the "Season-of-Use Direct-Flow Delivery Limits" described in Paragraph 4.3.3, below.

4.2.1 The Maximum Monthly Direct-Flow Delivery Limits were determined as follows:

(1) The maximum monthly total direct-flow deliveries to GLIC Sectors III - IX from May to September, determined from monthly farm headgate deliveries from direct-flow deliveries tabulated in Appendix H to the Wheeler Report.

(2) Plus the calculated maximum monthly direct-flow delivery to Greeley.

The calculated maximum monthly direct-flow delivery to Greeley was calculated as the average monthly distributed direct-flow delivery to Greeley, multiplied by the monthly ratio of the maximum monthly total



direct-flow delivery to GLIC Sectors III - IX ((1) above) divided by the average monthly total direct-flow delivery to GLIC Sectors III - IX from May to September, determined from monthly direct-flow farm headgate deliveries tabulated in Appendix H to the Wheeler Report.

The average monthly distributed direct-flow delivery to Greeley is equal to the monthly average total direct-flow deliveries to GLIC Sectors III – IX from May to September, determined from monthly direct-flow farm headgate deliveries tabulated in Appendix H to the Wheeler Report, divided by the total average annual direct-flow delivery to GLIC Sectors III – IX, multiplied by the average annual direct-flow delivery to Greeley from Table 44 of the Wheeler Report.

- (3) Minus the maximum monthly sector-based direct-flow delivery limit to Windsor from the Stipulated Decree in Case No. 18CW3042.
- (4) All divided by 1,637.75 shares, which is equal to the total outstanding shares in GLIC (1,672, including contract rights, minus 34.25 shares, Windsor’s shares in Case No. 18CW3042).

Resulting Maximum Monthly Direct-Flow Delivery Limits (AF/sh)

**May: 1.96**  
**June: 5.64**  
**July: 7.87**  
**Aug: 3.73**  
**Sept: 0.69**

4.2.2 The Maximum Annual Direct-Flow Delivery Limit was determined as follows:

- (1) The maximum total annual direct-flow delivery to GLIC Sectors III – IX, determined from monthly direct-flow farm headgate deliveries tabulated in Appendix H to the Wheeler Report.
- (2) Plus the calculated maximum annual direct-flow delivery to Greeley.

The calculated maximum annual direct-flow delivery to Greeley was calculated as the total average annual direct-flow delivery to the Loveland and Greeley Canal from Table 44 of the Wheeler Report, multiplied by the annual ratio of the maximum total direct-flow delivery to GLIC Sectors III - IX ((1) above), divided by the total average annual direct-flow delivery to GLIC Sectors III – IX, determined from monthly farm headgate deliveries from direct-flow diversions tabulated in Appendix H to the Wheeler Report.

(3) Minus the maximum annual sector-based direct-flow delivery limit to Windsor from the Stipulated Decree in Case No. 18CW3042.

(4) All divided by 1,637.75 shares, which is equal to the total outstanding shares (1,672, including contract rights, minus 34.25 shares, Windsor’s shares in Case No. 18CW3042).

The resulting Maximum Annual Direct-Flow Delivery Limit is **13.48 acre-feet (“AF”)** per share.

4.2.3 The Season-of-Use Direct-Flow Delivery Limits are as follows:

<u>Water Right</u>	<u>Date on</u>	<u>Date off</u>
Loveland and Greeley Canal (as described in <b>Exhibit J</b> , par. 3)	May 26	September 12
Barnes Ditch and Little Barnes Ditch (as described in <b>Exhibit J</b> , par. 1)	May 30	September 4
Chubbuck Ditch (as described in <b>Exhibit J</b> , par. 2)	May 30	September 4

4.3 **Greeley-Loveland System Storage Delivery Limit Methodology.** The “Greeley-Loveland System Storage Delivery Limit Methodology” is made up of the “Rolling 10-Year Storage Delivery Limits” described in Paragraph 4.3.1 below and the “Maximum Annual Storage Delivery Limits” described in Paragraph 4.3.2 below.

4.3.1 The Rolling 10-Year Storage Delivery Limits were determined as follows:

For each reservoir company:

- (1) The average total annual storage deliveries to GLIC Sectors I – IX from the respective reservoir company, determined from monthly farm headgate deliveries from Lake Loveland, Seven Lakes Reservoirs, and Boyd Lake tabulated in Appendix H to the Wheeler Report.
- (2) Plus the calculated average annual storage delivery to Greeley from the respective reservoir company.

The calculated average annual storage delivery to Greeley from each reservoir company was calculated as the total average annual storage delivery to the Boyd Lake Treatment Plant from Table 44 of the Wheeler Report, multiplied by the ratio of the average number of shares/rights that Greeley owned in the respective reservoir company, calculated from the shares/rights listed in Table 6 of the Wheeler Report, divided by the total number of shares/rights that Greeley owned in all three reservoir companies.

- (3) Minus the average annual storage delivery volumetric limits to Windsor from each respective reservoir company.

The average annual storage delivery limit to Windsor is calculated as the average GLIC Sector V storage deliveries from the respective reservoir company, determined from the monthly farm headgate deliveries from Lake Loveland, Seven Lakes Reservoirs, and Boyd Lake tabulated in Appendix H to the Wheeler Report, divided by the average number of shares/rights in GLIC Sector V for the respective reservoir company from Appendix C of the Wheeler Report, multiplied by the number of Windsor shares/rights in the respective reservoir company. In Case No. 18CW3042, Windsor claimed a change of the water rights associated with 34.25 shares in GLIC-Boyd, 9.75 rights in Lake Loveland, and 1.5 shares in Seven Lakes.

- (4) All divided by the net outstanding shares/rights in each reservoir company and then multiplied by 10.

The net outstanding shares for GLIC-Boyd is equal to 1,613.75, calculated as the total outstanding shares in the company (1,648 shares) minus Windsor's shares in Case No. 18CW3042 (34.25 shares).

The net outstanding rights for Lake Loveland is equal to 234.25, calculated as the total outstanding rights in the company (300 rights), minus Windsor's rights in Case No. 18CW3042 (9.75 rights), minus the Unallocated Shares in the company (56.0 rights).

The net outstanding shares for Seven Lakes is equal to 378.5, calculated as the total outstanding shares in the company (400 shares), minus Windsor's shares in Case No. 18CW3042 (1.5 shares), minus the Unallocated Shares in the company (20.0 shares).

The resulting Rolling 10-year Storage Delivery Limits per share for each company in the Greeley-Loveland System are as follows:

<b>GLIC Boyd:</b>	<b>56.21 AF</b>
<b>Lake Loveland:</b>	<b>301.00 AF</b>
<b>Seven Lakes:</b>	<b>143.65 AF</b>

In order for a future Water Court case to conform with the Stipulated Volumetric Limit Methodology and be entitled to the benefit of the Non-Opposition Agreement described in paragraph 8 below, the applicant shall include in each draft of the proposed decree circulated to the objectors, and in the final proposed decree tendered to the Water Court, a cumulative rolling 10-year storage delivery limit for all shares being changed in each company in that particular decree, calculated by multiplying the number of

shares in each company by the above per-share Rolling 10-Year Storage Delivery Limit in each company.

4.3.2 The Maximum Annual Storage Delivery Limits were determined as follows:

For each reservoir company:

- (1) The maximum total annual storage deliveries to GLIC Sectors I – IX from the respective reservoir company, determined from the monthly farm headgate deliveries from Lake Loveland, Seven Lakes Reservoirs, and Boyd Lake tabulated in Appendix H to the Wheeler Report.
- (2) Plus the calculated maximum annual storage delivery to Greeley from the respective reservoir company.

The calculated maximum annual storage delivery to Greeley from each reservoir company was calculated as the maximum annual distributed storage delivery to Greeley, multiplied by the annual ratio of the maximum total annual storage delivery to GLIC Sectors I – IX from the respective reservoir company ((1) above) divided by the average total annual storage delivery to GLIC Sectors I - IX from the respective reservoir company, determined from the monthly farm headgate deliveries from Lake Loveland, Seven Lakes Reservoirs, and Boyd Lake tabulated in Appendix H to the Wheeler Report.

The maximum annual distributed storage delivery to Greeley from each respective reservoir company was calculated as the total average annual storage delivery to the Boyd Lake Treatment Plant from Table 44 of the Wheeler Report, multiplied by the ratio of the average number of shares/rights that Greeley owned in the respective reservoir company, calculated from the shares/rights listed in Table 6 of the Wheeler Report, divided by the total number of shares/rights that Greeley owned in all three reservoir companies.

- (3) Minus the maximum annual storage delivery limit to Windsor from the respective reservoir company.

The maximum annual storage delivery to Windsor is calculated as the maximum GLIC Sector V storage deliveries from the respective reservoir company, determined from the monthly farm headgate deliveries from Lake Loveland, Seven Lakes Reservoirs, and Boyd Lake tabulated in Appendix H to the Wheeler Report, divided by the number of shares/rights in GLIC Sector V during the maximum year for the respective reservoir company from Appendix C of the Wheeler Report multiplied by the number of Windsor shares/rights in the

respective reservoir company. In Case No. 18CW3042, Windsor claimed a change of the water rights associated with 34.25 shares in GLIC-Boyd, 9.75 rights in Lake Loveland, and 1.5 shares in Seven Lakes.

(4) All divided by the net outstanding shares/rights in each reservoir company.

The net outstanding shares for GLIC-Boyd is equal to 1,613.75, calculated as the total outstanding shares in the company (1,648 shares) minus Windsor's shares in Case No. 18CW3042 (34.25 shares).

The net outstanding rights for Lake Loveland is equal to 234.25, calculated as the total outstanding rights in the company (300 rights), minus Windsor's rights in Case No. 18CW3042 (9.75 rights), minus the Unallocated Shares in the company (56.0 rights).

The net outstanding shares for Seven Lakes is equal to 378.5, calculated as the total outstanding shares in the company (400 shares), minus Windsor's shares in Case No. 18CW3042 (1.5 shares), minus the Unallocated Shares in the company (20.0 shares).

The resulting Maximum Annual Storage Delivery Limits per share for each Company in the Greeley-Loveland System are as follows:

<b>GLIC Boyd:</b>	<b>12.05 AF</b>
<b>Lake Loveland</b>	<b>33.75 AF</b>
<b>Seven Lakes</b>	<b>20.13 AF</b>

In order for a future Water Court case to conform with the Stipulated Volumetric Limit Methodology and be entitled to the benefit of the Non-Opposition Agreement described in paragraph 8 below, the applicant shall include in each draft of the proposed decree circulated to the objectors, and in the final proposed decree tendered to the Water Court a maximum annual storage delivery limit for all shares being changed in each company in that particular decree, calculated by multiplying the number of shares in each company by the above per-share Maximum Annual Storage Delivery Limit in each Company.

4.4 The Parties agree that the Stipulated Volumetric Limit Methodology will apply to and be incorporated within any future Greeley-Loveland System change applications that are subject to the "Non-Opposition Agreement" described in paragraph 8 below.

5. **Dividend-Based Retained Jurisdiction Term.** The following term and condition is the “Dividend-Based Retained Jurisdiction Term:”

Anytime the Companies alter their method for allocating water to shareholders from that described in ¶ 11 of the Stipulated Decree, the applicant shall provide notice to the opposers of the change in the Companies’ operations. The Water Court shall retain jurisdiction in perpetuity for purposes of reconsidering the Stipulated Volumetric Limit Methodology if and when the Companies alter their method for allocating water to shareholders from the method described in ¶ 11 of the Stipulated Decree, and such alteration (i) allows shareholders in the Companies to share in one another’s “Storage Dividend” or “River Dividend,” (ii) allows the Companies to reallocate dividends between shareholders after they were originally issued, (iii) creates new classes of dividends, (iv) create new classes of shareholders, (v) results in an allocation that is not based on a shareholder’s pro-rata ownership of shares in the Companies, or (vi) otherwise substantively alters the Greeley-Loveland System operations on which the Stipulated Volumetric Limit Methodology was based. An opposer has 3 years from the time the notice is received to invoke the Water Court’s retained jurisdiction to address any claim of injury stemming from the change in the Companies’ method of allocation water to shareholders.

The Dividend-Based Retained Jurisdiction Term is part of the Future GLIC Change Methodology. In order for a future Water Court case to conform with the Stipulated Volumetric Limit Methodology and be entitled to the benefit of the Non-Opposition Agreement described in paragraph 8 below, the applicant shall include the Dividend-Based Retained Jurisdiction Term in each draft of the proposed decree circulated to the objectors, and in the final proposed decree tendered to the Water Court.

6. **2022 Settlement Storage RFO Methodology.** The Stipulated Decree’s terms and conditions pertaining to Windsor’s storage return flow obligation (“RFO”) are described in paragraphs 6.1 and 6.2 below (the “2022 Settlement Storage RFO Methodology”). The Parties agree that for a future change of Greeley-Loveland System Water Rights to be consistent with the Future GLIC Change Methodology, the applicant will propose either the 2022 Settlement Storage RFO Methodology or a storage RFO methodology no less restrictive on the applicant than the 2022 Settlement Storage RFO Methodology. To the extent that a new storage RFO methodology other than the 2022 Settlement Storage RFO Methodology is proposed in a future case, nothing in this Agreement prohibits any Party from participating in that future case to ensure that the new RFO methodology is no less restrictive on the applicant in that future case than the 2022 Settlement Storage RFO methodology.

6.1 For each share of GLIC-Boyd Lake and Seven Lakes, and each contract right in Lake Loveland, the applicant’s “Current Month Storage RFO” will be calculated as (the previous 12 months of deliveries) x (the applicable annual RFO percentage shown in Table 6.1 below) x (the applicable decreed monthly RFO distribution

percentage given in Exhibit C to the 95CW42 Decree). A copy of Exhibit C to the 95CW42 Decree is attached as **Exhibit L**.

**Table 6.1**

Annual Return Flow Obligation Percentage by Sector (AF/AF)								
Sector:	1	2	3	4	5	6	7	8 & 9
GLIC-Boyd	-	44.4%	38.0%	35.0%	35.2%	35.0%	35.0%	35.0%
Lake Loveland	40.0%	40.5%	35.9%	35.0%	35.1%	35.2%	35.2%	35.1%
Seven Lakes	41.7%	-	37.0%	35.0%	35.0%	35.0%	35.0%	35.0%

6.2 By way of example and not by way of limitation, the Current Month Storage RFO for Lake Loveland for July deliveries to GLIC Sector 6, with deliveries of 20 AF over the previous 12 months (July through June), would be calculated as 20 AF x 35.2% (annual RFO percentage) x 17.2% (July monthly distribution percentage) = 1.21 AF.

6.3 The 2022 Settlement Storage RFO Methodology does not affect the RFO applicable to direct-flow diversions under the terms and conditions established by the 87CW329 Decree (“Direct-Flow RFO Methodology”) or the retained jurisdiction provisions related thereto.

7. **Future GLIC Change Methodology.** The Future GLIC Change Methodology comprises the Stipulated Volumetric Limit Methodology described in paragraph 4 above, the Dividend-Based Retained Jurisdiction Term described in paragraph 5 above, the 2022 Settlement Storage RFO Methodology described in paragraph 6 above and the Direct-Flow RFO Methodology described in paragraph 6.3 above, and the 87CW329 System-Wide Methodology described in Recital C above.

8. The Parties shall limit their future participation in certain of each other’s future Water Court cases in accordance with the following “Non-Opposition Agreement:”

8.1 The Parties other than Loveland are referred to as the “GLIC Parties.”

8.2 With respect to future claims for changes of Greeley-Loveland System Water Rights prosecuted in accordance with the Future GLIC Change Methodology, Loveland shall limit its participation under any statement of opposition to such claims for changes of Greeley-Loveland System Water Rights, regardless of the applicant, to the following:

8.2.1 Ensuring consistency with the Future GLIC Change Methodology; or, if changes to the Future GLIC Change Methodology are requested by other opposers, ensuring that those changed terms and conditions are no less restrictive on the applicant than those in the Future GLIC Change Methodology; and

8.2.2 Ensuring consistency with the terms and conditions of this Agreement.

- 8.2.3 In opposing any future claim for changes of Greeley-Loveland System Water Rights prosecuted in accordance with the Future GLIC Change Methodology, Loveland will not challenge the Future GLIC Change Methodology on the basis of a change in seepage in the Greeley-Loveland system; changed circumstances since the Wheeler System-Wide Analysis; or any other argument related to the quantification of historical use of shares in the Greeley-Loveland System; and Loveland will not seek to impose terms and conditions that are more restrictive on the applicant than the Future GLIC Change Methodology.
- 8.2.4 The Non-Opposition Agreement does not apply to claims for changes of Greeley-Loveland System Water Rights represented by Unallocated Shares or other claims for relief, such as new storage rights, new points of diversion, plans for augmentation, quantification of municipal return flows, or exchanges that are included in a change of water rights application or any other Water Court application. Accordingly, the Non-Opposition Agreement does not apply to Loveland's prosecution of a statement of opposition to such claims and does not limit Loveland's participation or arguments in such a Water Court case in any fashion.
- 8.3 With respect to future claims by Loveland for changes of water rights prosecuted in accordance with the Subject 02CW392 Ditch-Wide Methodologies, the GLIC Parties shall limit their participation under any statement of opposition to such claims to ensure consistency with the terms and conditions of the 02CW392 Decree as applied to the new shares being changed by Loveland; or, if changes to such terms and conditions are requested by other opposers or are deemed necessary by Loveland to avoid litigation, ensuring that those changed terms and conditions are no less restrictive on Loveland than those in the 02CW392 Decree.
- 8.3.1 In opposing any future Loveland claim for changes of water rights prosecuted in accordance with the Subject 02CW392 Ditch-Wide Methodologies, the GLIC Parties will not challenge the Subject 02CW392 Ditch-Wide Methodologies based on changed circumstances or any other argument or seek to impose terms and conditions that are more restrictive on Loveland than those in Case No. 02CW392.
- 8.3.2 The Non-Opposition Agreement does not apply to claims other than for changes of water rights in accordance with the Subject 02CW392 Ditch-Wide Methodologies, including without limitation claims for new storage rights, new points of diversion, plans for augmentation, quantification of municipal return flows, or exchanges that are included in a change of water rights application or any other Water Court application involving the water rights that are the subject of the Subject 02CW392 Ditch-Wide Methodologies.



9. As part of the global resolution to the Parties' past and ongoing disputes regarding the Wheeler Historical Use Issues, Loveland agrees that so long as Greeley is operating in compliance with this Agreement, Loveland will not ask the Water Court to impose new restrictions on Greeley's operations under the 87CW329 Decree, 95CW42 Decree, or 99CW235 Decree. As part of the global resolution to the Parties' past and ongoing disputes regarding the Wheeler Historical Use Issues, Loveland agrees that so long as Evans is operating in compliance with this Agreement, Loveland will not ask the Water Court to impose new restrictions on Evans' operations under the 96CW958 Decree, the 03CW314 Decree, or the 08CW175-B Decree. As part of the global resolution to the Parties' past and anticipated disputes regarding the Subject 02CW392 Ditch-Wide Methodologies, the GLIC Parties agree that so long as Loveland is operating in compliance with this Agreement, the GLIC Parties will not ask the Water Court to impose new restrictions on Loveland's operations under the terms and conditions of the decrees entered in Consolidated Case Nos. 00CW108 and 03CW354 or 02CW392. The foregoing limitation is not intended to limit or restrict, in any way, a party from initiating or participating in an action under the retained jurisdiction terms of any existing Water Court decree.
10. For future changes of Greeley-Loveland System Water Rights represented by Unallocated Shares, the GLIC Parties shall rely on parcel-specific historical use analyses, and not on the Future GLIC Change Methodology or the Wheeler System-Wide Analysis. Consistent with the terms of paragraph 8.2.4, above, nothing in this Agreement limits the scope of Loveland's opposition in a future case involving Unallocated Shares.
11. The Parties agree not to take or support, including without limitation in any Water Court proceeding, any position that is contrary to the terms and conditions of this Agreement; and further agree that they will jointly defend the principles contained in this Agreement.
12. Greeley, Windsor, Evans, and Milliken agree not to purchase or accept additional changed Greeley-Loveland System Water Rights in exchange for municipal water taps, water service, or development approvals, or otherwise accept such water rights for use in any way unless said changed water rights are being or have been changed using the Future GLIC Change Methodology ("Change Mandate"). The Change Mandate does not apply to the water rights associated with the Unallocated Shares. The purpose of this term is to prevent developers or other third parties from deviating from the Future GLIC Change Methodology, changing Greeley-Loveland System Water Rights, and subsequently conveying the associated shares to Greeley, Windsor, Evans, or Milliken, thereby circumventing the terms of this Agreement. Any violation of the Change Mandate constitutes a breach and is subject to the terms of paragraph 17 below. The Change Mandate does not apply to Greeley-Loveland System Water Rights which were previously changed in the decrees described in Recital P, above.
13. Paragraph 11 of the Stipulated Decree, and its subparts, describes GLIC operations and is a component of the Dividend-Based Retained Jurisdiction Term. Other than the GLIC-Wide Direct-Flow Diversion Limit described in paragraph 4.1 above, nothing in the Stipulated Volumetric Methodology is intended to impose limitations on GLIC operations, and GLIC is under no obligation to monitor, enforce, or account for the volumetric

limitations other than the GLIC-Wide Direct Flow Limit contained in the Stipulated Volumetric Methodology.

14. Nothing in this Agreement alters, or is to be construed as altering, the Parties' rights and obligations under their existing decrees, including without limitation the decrees entered in Case Nos. 87CW329, 95CW42, and 99CW235 (Greeley); 96CW958, 03CW314, and 08CW175-B (Evans); and 82CW202(A), 87CW178, 99CW290, 92CW112, 00CW108/03CW354, and 02CW392 (Loveland).
15. Nothing in this Agreement alters, or is to be construed as altering or establishing, any entitlement of GLIC, if one exists, to divert, and to deliver to its shareholders, water available to the Barnes Inches and Chubbuck Inches when that water is not being diverted and placed to beneficial use by the non-GLIC owner(s) of such inches.
16. **Barnes and Chubbuck Rights.** Since at least 1977, Loveland and GLIC have had various disputes regarding the Barnes and Chubbuck Water Rights, the Barnes Inches and the Chubbuck Inches and the Parties' relative and correlative rights concerning the same, leading to several agreements between the Parties attempting to resolve these disputes. These agreements include but are not limited to the 2003 GLIC-Loveland-Greeley Agreement and the 2010 GLIC-Loveland Agreement. A major motivation for GLIC entering into this Agreement is to eliminate future disputes with Loveland concerning the Barnes and Chubbuck Water Rights and with this in mind, and while recognizing that this Agreement does not alter any prior Agreements in any way, GLIC wishes to restate several provisions from the 2003 GLIC-Loveland-Greeley Agreement (attached as **Exhibit G**) and 2010 GLIC-Loveland Agreement (attached as **Exhibit F**) as follows:

- a. Paragraph 1.c of the 2003 GLIC-Loveland-Greeley Agreement states:

With regards to Barnes contract inches that have been changed or will be changed in the future by Loveland to municipal or other uses, Loveland shall reduce its diversions under said contract inches by fifteen percent in accordance with paragraph 6.C.(7)(d) of the 82CW202A Decree; GLIC and Greeley agree that Loveland shall not be required to further reduce its diversions in order to compensate for the ditch loss or "shrink" that was historically assessed against Loveland's Barnes contract inches. GLIC shall be entitled to divert and beneficially use for its shareholders said water that Loveland leaves in the stream pursuant to paragraph 6.C.(7)(d). Loveland's daily rate-of-flow diversion entitlement under its Barnes contract inches shall be determined under the following formula, as measured at the river headgate:

$0.85 \times (\text{amount of Barnes water rights in priority (cfs)}) \times (\text{number of inches changed by Loveland}/1,944.23)$

So, for example, on a given day, if Loveland owns 1,306.75 Barnes contract inches and the amount of Barnes water rights that are in priority that day is equal to 30.62 cfs, Loveland would be entitled to divert 17.49 cfs.

It is understood that Loveland may divert water under its Barnes contract inches which are subject to the 82CW202A Decree and the application in Case No. 00CW108 in accordance with the provisions of paragraph 6.C.(4) of the 82CW202A Decree, as modified by the 2000 Modification, except that Loveland's monthly diversions under its Barnes contract inches shall be limited according to the volumetric diversion limits set forth in the table attached hereto as Exhibit 1.

- b. Paragraph 2.c of the 2003 GLIC-Loveland-Greeley Agreement states:

With regards to Chubbuck contract inches that have been changed or will be changed in the future by Loveland to municipal or other uses, Loveland shall reduce its diversions under said contract inches by fifteen percent in accordance with paragraph 6.C.(7)(d) of the 82CW202A Decree; GLIC and Greeley agree that Loveland shall not be required to further reduce its diversions in order to compensate for the ditch loss or "shrink" that was historically assessed against Loveland's Chubbuck contract inches. It is understood that GLIC shall be entitled to divert and beneficially use for the benefit of its shareholders said water that Loveland leaves in the stream pursuant to paragraph 6.C.(7)(d). Loveland's rate-of-flow diversion entitlement under its Chubbuck contract inches shall be determined under the following formula, as measured at the river headgate:

$0.85 \times (\text{amount of the most senior } 41.35 \text{ cfs Chubbuck water rights in priority}) \times (\text{number of inches changed by Loveland} / 1,590.40)$

So, for example, on a given day, if Loveland owns 596.58 Chubbuck contract inches and the amount of the most senior 41.35 cfs of Chubbuck water rights that are in priority that day is equal to 8.36 cfs, Loveland would be entitled to divert 2.67 cfs.

It is understood that Loveland may divert water under its Chubbuck contract inches which are subject to the 82CW202A Decree and the application in Case No. 00CW108 in accordance with the provisions of paragraph 6.C.(4) of the 82CW202A Decree, as modified by the 2000 Modification, except that Loveland's monthly diversions under its Chubbuck contract inches shall be limited according to the volumetric diversion limits set forth in the table attached hereto as Exhibit 1.

- c. Paragraph 6 of the 2010 GLIC-Loveland Greeley Agreement states:

**NO ADDITIONAL CHANGES OF BARNES AND CHUBBUCK CONTRACT INCHES.** The City shall not apply for changes of any additional Barnes or Chubbuck Contract inches beyond those that were the subject of the 202A Decree, the Inclusory Decrees, or were already included in Case No. 02CW392 and Case Nos. 00CW108/03CW354. Any additional Barnes or Chubbuck Contract Inches acquired by the City will not be made part of a water court application or used by the City for any purpose, or leased, sold or otherwise assigned by the City;

provided, however, that the City of Loveland Parks Department may, if the City acquires certain Chubbuck Inches described in EXHIBIT 3, utilize those Chubbuck Inches for irrigation of open space or parks in the amounts, on those lands, and with the acreage limitations described in EXHIBIT 3.

d. Paragraph 9 of the 2010 GLIC- Loveland Creek Agreement states:

COMPANY USE OF BARNES AND CHUBBUCK CONTRACT INCHES. The City shall not, in any fashion, challenge the Company's use of water rights adjudicated to the Barnes and Chubbuck Ditches as that use was analyzed by W.W. Wheeler & Associates, Inc. in the engineering report prepared for the City in support of the application by the City in Case No. 82CW202A.

17. Should a dispute arise under this Agreement, or in the event of an alleged breach of a Party's obligations hereunder, the following dispute resolution protocol will apply:

17.1 If a Party believes that another Party has breached any obligation under this Agreement, the Party alleging the breach shall give written notice to the other Party setting forth the nature of the alleged breach and the curative action(s) required ("Breach Notice"), with copies of the Breach Notice also delivered to all other Parties. If the Party alleged to be in breach does not cure such alleged breach within twenty business days of receiving such notice ("Cure Period") the Party sending the notice may pursue one or more of the following remedies:

17.1.1 For an alleged breach of an obligation under the Non-Opposition Agreement, the Party sending the Breach Notice may file, in the applicable Water Court case, a motion for determination of question of law asking the Water Court to interpret the Non-Opposition Agreement and to determine whether it has been breached in that case. Should the Water Court rule that there has been a breach of the Non-Opposition Agreement in that case by virtue of a Party's filing of an improper statement of opposition or prosecution of improper defenses to such application, the breaching Party shall immediately withdraw its improper statement of opposition or its improper defenses, as relevant, and shall pay to the Party that initiated the motion for determination of question of law ("Moving Party") all reasonable and documented attorneys' fees associated with the Moving Party's drafting and briefing of and conferrals regarding that motion. In the event the Water Court rules that no breach occurred, the Moving Party shall pay all reasonable and documented attorneys' fees associated with the non-moving party's defense to the motion.

17.1.2 For an alleged breach of any obligation hereunder, the Party sending the Breach Notice may file, in the Water Court, an action for declaratory judgment and for damages and/or equitable relief, including without limitation, specific performance. In any such action, the prevailing Party

will be entitled to payment by the non-prevailing Party of the prevailing Party's reasonable and documented attorneys' fees and any experts' fees.

17.1.3 For an alleged breach of any obligation, the Parties with an interest in such alleged breach may but are not required to pursue mediation or binding arbitration.

17.1.4 Time is of the essence with respect to the Cure Period.

18. Non-Party applicants for future changes of Greeley-Loveland System Water Rights in accordance with the Future GLIC Change Methodology will be third-party beneficiaries of this Agreement.
19. GLIC shall be responsible for accounting for the GLIC-Wide Direct Flow Diversion Limit, and shall complete said accounting consistent with paragraph 2.h of the GLIC-Loveland 2022 Agreement, which is attached as **Exhibit K**.
20. This Agreement may not be amended except by an instrument in writing signed by all Parties. No right hereunder may be waived except by an instrument in writing signed by the Party to be charged with such waiver. The failure of any Party to require any other Party's strict performance of any obligation, term, or condition of this Agreement does not constitute a waiver of such obligation, term, or condition hereunder.
21. This Agreement may be executed in counterparts, each of which is an original, and all of which taken together constitute one and the same Agreement.
22. All attached exhibits to this Agreement are incorporated herein by this reference.
23. This Agreement and any prior agreement will, to the extent possible, be construed to be consistent. However, in the event of a conflict between the terms and conditions of this Agreement and any existing agreement between any of the Parties, this Agreement will control interpretation of any inconsistency, so long as such interpretation is not contrary to paragraph 2 of this Agreement.
24. Paragraph headers in this Agreement are for convenience of reference only and do not substantively define or limit any term of this Agreement.
25. To be effective, this Agreement must have received the prior approval of the controlling Council, Board of Trustees, or Board of Directors of each Party. By signing this Agreement, each signatory affirms and warrants that such approval has been duly and properly given, and that such signatory has been duly authorized to bind the Party represented by such signatory.

**Signature pages follow.**

Executed on the dates written below, and effective as of the latest such date.

<p><b>THE CITY OF GREELEY</b> <b>Acting by and through its Water &amp; Sewer Board</b></p> <p>By: _____ Harold Evans Chairman, Greeley Water &amp; Sewer Board</p> <p>APPROVED AS TO SUBSTANCE:</p> <p>By: _____ Raymond C. Lee, III, City Manager</p> <p>APPROVED AS TO AVAILABILITY OF FUNDS:</p> <p>By: _____ John Karner, Finance Director</p> <p>APPROVED AS TO LEGAL FORM:</p> <p>By: _____ Douglas Marek, City Attorney</p>	<p><b>CITY OF LOVELAND</b></p> <p>By: _____ Stephen C. Adams, City Manager</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Assistant City Attorney</p> <p>ATTEST:</p> <p>By: _____ City Clerk</p>
<p><b>TOWN OF MILLIKEN, COLORADO:</b></p> <p>By: _____ Elizabeth Austin, Mayor</p> <p>ATTEST:</p> <p>_____ Caree Rinebarger, Town Clerk</p> <p>APPROVED AS TO FORM</p>	<p><b>GREELEY AND LOVELAND IRRIGATION COMPANY</b></p> <p>By: _____ David Bernhardt, President</p> <p>ATTEST:</p> <p>By: _____ _____, Secretary</p>

<p>Matthew T. Gould, Town Attorney</p>	
<p><b>CITY OF EVANS</b></p> <p>By: _____ Mark C. Clark, Mayor</p> <p>APPROVED AS TO SUBSTANCE</p> <p>By: _____ Randy Ready, Interim City Manager</p> <p>APPROVED AS TO FORM</p> <p>By: _____ Scotty P. Krob, City Attorney</p> <p>ATTEST</p> <p>By: _____ Julie Kamka, City Clerk</p>	<p><b>THE TOWN OF WINDSOR</b></p> <p>By: _____ Shane Hale, Town Manager</p>