

March 12, 2001

Dear Homeowner:

Last year the members of the Homeowner's Association voted by a large margin to resolve the dispute over irrigation water with Columbine Country Club by means of a negotiated settlement. The Club's Board of Directors voted to do the same thing. We are pleased to announce that the terms of that settlement have finally been worked out. Enclosed is a copy of the agreement that the Club and the HOA have signed. The key terms are as follows:

- The term of the agreement is 50 years;
- The benefits of the agreement are available to all homeowners who are currently members of the Association, as well as subsequent purchasers of a homeowner's property;
- The cost of irrigation water to each homeowner in the year 2001 will be \$270;
- The cost of irrigation water in succeeding years can go up or down depending on what the "Consumer Price Index" does for the preceding year, but it cannot change more than 2% from the previous year;
- Every 10 years the price of irrigation water will be reset based on current maintenance crew labor rates, but even that reset is capped by a formula based on a proportion of Denver Water Board prices;
- The Club will be responsible for the cost of maintenance and capital improvements to the system, up to the main valve box at each Homeowner's lot line;
- The HOA gives up any claims it had to the ownership of water rights or the distribution system.

The HOA Board feels the agreement is a good one, in that it provides the HOA members a long-term supply of irrigation water at a predictable and reasonable price. The Club feels the agreement is a good one because it clarifies certain questions of ownership and simplifies the Club's accounting and budgeting.

Both the HOA and the Club ask that you indicate your approval of the agreement by signing the enclosed ratification document and returning it to the Club, with your payment for irrigation water for the year 2001 in the amount of \$270. If you have any questions regarding the agreement, feel free to call one of your HOA Board members.

Columbine Valley  
Homeowner's Association  
By:

  
\_\_\_\_\_  
President, Board of Directors

Columbine Country Club

  
\_\_\_\_\_  
President, Board of Directors

## WATER SUPPLY AGREEMENT

THIS WATER SUPPLY AGREEMENT (hereinafter "Agreement") made and entered into as of the 12th day of January, 2001, by and between Columbine Country Club (hereinafter "Columbine"), and Columbine Valley Homeowners' Association comprised of 176 homeowner members, whose current names and addresses are listed on Attachment A, currently receiving, or able to receive, water from Columbine (hereinafter "HOA"), collectively referred to herein as "the Parties."

WHEREAS Columbine is the exclusive legal and equitable owner of all of the water rights adjudicated in the Decrees attached to this Agreement (hereinafter, "Water Rights"), and the water facilities listed and historically used to supply water to Columbine and the homeowner members of HOA (hereinafter, "Water Facilities"); both Water Rights and Water Facilities are attached hereto as Attachment B;

WHEREAS HOA desires that Columbine make available to HOA members nonpotable, irrigation water derived from said Water Rights; and

WHEREAS Columbine is willing to supply to HOA and all of its homeowner members nonpotable, irrigation water derived from said Water Rights.

NOW THEREFORE, for and in consideration of the premises, the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. HOA specifically acknowledges that Columbine is the exclusive legal and equitable owner of all of the Water Rights and Water Facilities listed in Attachment B.
2. HOA does hereby relinquish, waive, release, and dismiss now and forever any and all claims of any kind or nature, known or unknown, discovered or undiscovered that the HOA may have against Columbine regarding any legal and/or equitable ownership of the Water Rights and Water Facilities listed in Attachment B.
3. HOA and Columbine agree to file a stipulated motion with the District Court, County of Arapahoe, State of Colorado, to dismiss with prejudice Case No. 99CV4019, with each Party to bear its own costs and attorneys' fees.
4. Columbine hereby agrees to provide nonpotable, irrigation water to HOA members in accordance with the terms of this Agreement during all times when Columbine is providing water for golf course irrigation.
5. Columbine shall provide nonpotable irrigation water only to such individual HOA members who have paid, on or before April 1 of each year, the yearly water usage fees referenced in

paragraphs seven (7) and eight (8). Said water shall be used only for normal residential irrigation purposes (watering of lawns, gardens, trees and shrubs) in reasonable amounts, and only on such member's respective property. Columbine may, at its option, physically disconnect from the Water Facilities, and shut off the supply of water to, any member that fails to pay the water usage fee or who violates the limitations of the previous sentence. By virtue of the acceptance and usage of irrigation water under this Agreement, each HOA member, or future member, signifies his or her ratification and approval of the terms and conditions of this Agreement, provided, however, that no homeowner's rights other than those derived from homeowner association membership shall be enlarged, diminished, or otherwise affected by this Agreement. HOA agrees to provide a copy of this Agreement to each of HOA's members promptly after the effective date hereof.

6. The Parties agree that this Agreement shall become effective as of the date of the latest signature hereto, but that the water supply contemplated herein shall not commence until the 2001 irrigation season.
7. For the year 2001, the water usage fee, to be paid in advance and upon invoice as described above, by the individual homeowners to Columbine, shall be two hundred, seventy dollars (\$270.00). After the year 2001, this invoice will be issued by Columbine to individual homeowners each year during the month of January and shall be due and payable by February 28. Columbine may, at its option, physically disconnect from the Water Facilities, and shut off the supply of water to, any member that fails to pay the water usage fee by April 1. During the term of this Agreement, HOA shall advise Columbine of changes in ownership or mailing addresses from those shown on Attachment A, within a reasonable time after such changes are communicated to HOA.
8. The water usage fee (the "Base Rate") shall be adjusted every ten years in accordance with the provisions of subparagraphs (a) and (b) below, and annually in accordance with the provisions of subparagraphs (c) and (d) below. All references to a "year" in this paragraph shall mean a calendar year.
  - (a) In January, 2011, and in January of each tenth year thereafter, subject to the provisions of subparagraph (b) below, Columbine shall adjust the Base Rate in proportion to changes in the average hourly wage (the "Hourly Rate") incurred by Columbine for wages or salaries paid to or for personnel engaged in grounds maintenance. Amounts paid to salaried employees shall be converted to an hourly rate based upon the customary length of the work week at the time of the conversion. The Hourly Rate for the year 2000 was \$12.08 per hour, as shown on Attachment C attached hereto. The Hourly Rate for future years shall

be calculated in a manner consistent with that shown on Attachment C. The adjustment shall be made in accordance with the following formula.

**FORMULA:** Multiply the Base Rate applicable for the prior ten years (\$270, for the first adjustment) by a fraction, the numerator of which is (i) the Hourly Rate for the twelve months of the prior year (the year 2010, for the first adjustment) and the denominator of which is (ii) the Hourly Rate for the twelve months of the year ten years earlier (the year 2000, for the first adjustment). The resulting adjusted Base Rate is hereinafter referred to as the "Reset Rate."

**EXAMPLE:** If the Hourly Rate for the year 2010 was \$18.12 per hour and for the year 2000 was \$12.08 per hour, the Reset Rate would be \$405. [ $18.12/12.08 \times \$270 = \$405$ ].

HOA at its expense shall have the right within six months after the calculation of a Reset Rate to audit Columbine's books and records relating to the Hourly Rate for any year or years used in the calculations pursuant to this subparagraph; or at Columbine's sole discretion Columbine may provide such audit prepared by a certified public accountant. If such audit reveals errors in calculations resulting in the specification of an incorrect Base Rate, the Base Rate shall be corrected and Columbine shall apply any excess amounts paid by the members of the HOA to the next due water usage fees or add any deficiency owed by the members to the next due water usage fees.

(b) At each time a Reset Rate is calculated pursuant to subparagraph (a) above, Columbine shall obtain the schedule of rates (the "Schedule") then charged by the Denver Water Board or any successor thereto (the "Utility") for delivery of potable water to consumers outside the City and County of Denver where the water delivery system is maintained by the Utility. A copy of the present Schedule is attached to this Agreement as Attachment D. Based upon the Schedule, Columbine shall determine the consumption charge that would be incurred by "Residential Customers" using 285,000 gallons of water during a bimonthly billing period (the "Safety Valve Rate"). If the Reset Rate is more than twenty percent of the Safety Valve Rate and less than forty percent of the Safety Valve Rate, the Reset Rate shall become the Base Rate upon which charges to the members of HOA shall be based for the next ten years (the years 2011 through 2020, for the first adjustment) of the term of this Agreement. If the Reset Rate is twenty percent or less of the Safety Valve Rate or forty percent or more of the Safety Valve Rate, the Base Rate for the next ten years shall be thirty percent of the Safety Valve Rate.

EXAMPLES: Pursuant to Attachment D, the Safety Valve Rate is currently \$888.37. If the Safety Valve Rate was unchanged in the year of the adjustment and the Reset Rate was \$405 (46% of \$888.37), the Base Rate for the next ten years would be \$266.51. [ $30\%$  of \$888.37 = \$266.51]. If the Safety Valve Rate was unchanged, and the Reset Rate was \$310 (35% of \$888.37), the Base Rate for the next ten years would be \$310.

(c) Subject to the provisions of subparagraph (d) below, each January during the term of this Agreement, except a January when the Base Rate is recalculated pursuant to subparagraphs (a) and (b) above, commencing in January, 2002, Columbine shall adjust the Base Rate (the "Adjusted Base Rate") by  $2/3$  of the percentage of increase or decrease in the Consumer Price Index, All-Urban Consumers, Denver-Boulder-Greeley, all items, not seasonally adjusted, (1982-1984=100), published by the Bureau of Labor Statistics of the United States Department of Labor or a successor agency, or a comparable index selected by Columbine (from alternatives recommended by the Bureau of Labor Statistics if such alternatives are recommended) if the CPI is no longer available (the "CPI"). The adjustment shall be made in accordance with the following formula, in which the CPI for the first half of the prior year (the year 2001, for the first adjustment) is referred to as "Y" and the CPI for the first half of the second prior year (the year 2000, for the first adjustment) is referred to as "X".

FORMULA:

- (i) subtract X from Y;
- (ii) divide the result from step (i) by X;
- (iii) multiply the result from step (ii) by the fraction  $2/3$ ;
- (iv) add 1.00 to the result from step (iii); and
- (v) multiply the result from step (iv) by the Base Rate or Adjusted Base Rate applicable for the prior year.

EXAMPLE: The CPI for the first half of the year 2000 is 171.4 (X). If the CPI for the first half of the year 2001 is 177.9 (Y), the Adjusted Base Rate for 2002 would be \$276.75. [(i)  $177.9 - 171.4 = 6.5$  (ii)  $6.5/171.4 = .0379$  (iii)  $.0379 \times 2/3 = .025$  (iv)  $.025 + 1.00 = 1.025$  (v)  $1.025 \times \$270 = \$276.75$ ].

(d) Notwithstanding the provisions of subparagraph (c) above, the Adjusted Base Rate for a year shall not be more than two percent higher or two percent lower than the Base Rate, or Adjusted Base Rate, for the prior year. (The limitations stated in this subparagraph (d) shall not apply to the changes made to the Base Rate under subparagraphs (a) and (b) above.)

EXAMPLE: The Base Rate for the year 2001 is \$270. If the Base Rate for 2002 calculated under subparagraph (c) above was \$276.75 ( $\$270 + 2.5\%$ ), the Adjusted Base Rate for 2002 would be \$275.40. [ $\$270 + (\$270 \times 2\%) = \$275.40$ ].

9. Columbine shall be solely responsible for all capital, maintenance and administration expenses of facilities used to deliver nonpotable, irrigation water to HOA, up to, but not including, the master valve box on each homeowner's property. If necessary to exercise its rights and responsibilities under this Agreement, Columbine shall have the right to enter upon any homeowner's property for the limited purpose of performing maintenance, repair, replacement, or connection/disconnection of such facilities.
10. HOA members shall be solely responsible for all capital, maintenance and administration expenses of their respective water facilities located on their respective properties, from and including the master valve box on toward the homeowner's system.
11. HOA specifically acknowledges that Columbine shall deliver nonpotable, irrigation water in its "natural state," without treatment, and HOA agrees to accept water in its "natural state" pursuant to this Agreement.
12. HOA specifically acknowledges that Columbine may provide excess available water derived from the Water Rights to third parties without necessity of approval by the HOA, but that any such agreement to provide water to third parties shall be subject to the terms below. Columbine shall provide prompt notice to HOA of any plans for such provision of water to third parties and shall provide informational copies to HOA of any agreement for provision of water to third parties upon execution of the agreement.
13. All proceeds from the provision of water derived from the Water Rights to a third party shall be exclusively Columbine's property, and all costs of such provision shall be exclusively born by Columbine.
14. In the event of a water shortage, in which the supply of water from the Water Rights is not sufficient to meet the irrigation needs of Columbine, the Homeowners, and/or any third parties receiving water derived from the Water Rights, the following priorities shall be followed: (1) Columbine tees, greens, practice greens, and fairways shall have first priority to any and all available water, (2) Columbine roughs, club lawns, practice areas, all other club irrigation uses, and all HOA member irrigation uses shall have second priority, and (3) any water uses by third parties shall have third priority. Within each priority level (1, 2 or 3), each use shall have the same priority as the others listed, meaning that the water shall be

allocated proportionately or in an otherwise equitable manner among the uses. Any use may be foregone voluntarily to the benefit of another at any time; however, such foregone use is not to be construed as constituting a waiver of the right to resume use at any time in the future.

15. In the event that Columbine agrees to provide water derived from the Water Rights to any third party, Columbine shall ensure that the above-described priorities are incorporated into any such agreement. In addition, Columbine shall indemnify and hold harmless HOA and its members for any injury or damages to HOA members arising out of any violation of the above priorities.
16. Columbine shall not be liable for any loss or damage suffered by HOA or any individual member of HOA by reason of Columbine's partial or complete failure to provide water, if such failure is the result of force majeure, acts of God, the elements, labor disturbances of any character, or any other accidents or conditions whatsoever beyond the reasonable control of Columbine, or governmental rationing or restrictions on the use of water. In the event of rationing of water, HOA and the individual members shall observe all applicable restrictions imposed upon their use of water.
17. In the event of any above described water shortage that results in any reduction of irrigation water available to the homeowners, Columbine shall: (1) provide a pro-rata rebate to the homeowners for such reduction; and (2) shall specifically identify for HOA all then current third party agreements for provision of water derived from the Water Rights so that HOA may verify that Columbine has complied with the provisions of this Agreement.
18. In the event of a physical homeowner disconnection due to a homeowner's failure to pay for water or to observe the limitations set forth in Paragraph 5 above, a physical reconnection charge of an amount equal to ten times the most recently determined Hourly Rate (for example, such charge shall initially be \$120.80) shall be charged to the homeowner by Columbine.
19. No other fees or costs, except those described above, shall be charged by Columbine to HOA or its members pursuant to this Agreement or the subject matter thereof.
20. The term of this Agreement is fifty (50) years, beginning January 1, 2001 and terminating on December 31, 2050. This Agreement may not be renewed except by written mutual agreement of the Parties.

21. The nine (9) HOA homeowner members listed on Attachment E, who are currently receiving nonpotable, irrigation water pursuant to individual agreements dated on or about June 23, 1998, shall have the option, to be exercised by notice to Columbine within six months of the date of this Agreement, to receive their irrigation water in the future pursuant to this Agreement as members of HOA, in lieu of receiving irrigation water under those prior agreements, excepting that all provisions of the existing agreements, not relating to water supply and/or water rights as modified herein, shall remain in full force and effect. By giving such notice, each such HOA member shall signify his or her acceptance of the terms and conditions of this Agreement, provided however, that no such homeowner's rights other than those derived from homeowner association membership or those rights to receive irrigation water under those prior agreements shall be enlarged, diminished, or otherwise affected by this Agreement.
22. This Agreement shall be binding upon and inure to the benefit of the Parties' agents, heirs, successors, and assigns; provided, however, that this Agreement is personal to the HOA and to the homeowner member and does not convey an interest in the Water Rights or Water Facilities or any other real property of Columbine.
23. This Agreement shall be modified only by written mutual agreement of the Parties.
24. For purposes of notice, the following mailing addresses are to be used:

For notice to Columbine:

President  
Columbine Country Club  
17 Fairway Lane  
Columbine Valley, CO 80123

With a copy to:

Holly I. Holder, P.C.  
518 Seventeenth Street, Suite 1500  
Denver, CO 80202

For notice to HOA:

President  
Columbine Country Club's Homeowners' Association  
17 Fairway Lane  
Columbine Valley, CO 80123



With a copy to:

Jack Graves, Esq.  
Chrisman Bynum & Johnson PC  
1900 15<sup>th</sup> Street  
Boulder, CO 80302

Each party shall be responsible for prompt notification of the other party regarding any change in address. The failure of addressee to accept service shall not void notice.

25. Each party shall promptly execute such other and further documentation as may be reasonably necessary to carry out the terms and objectives of this Agreement.
26. This Agreement shall be governed by, construed and enforced in accordance with and subject to the laws of the State of Colorado.
27. Any action or proceeding to construe or enforce this Agreement or to recover damages for its breach shall be handled through a binding arbitration proceeding. The Parties shall use the Judicial Arbitrator Group, or, if unavailable, the American Arbitration Association, or a similar arbitration organization to be mutually selected by the Parties. The prevailing Party shall be entitled to recover reasonable attorney fees and costs associated with any such action or proceeding.
28. This Agreement shall be effective upon execution by both Parties. This Agreement may be executed in counterparts.
29. If an arbitrator should determine that a portion of this Agreement is contrary to the law or otherwise unenforceable, the illegal or unenforceable provision shall be modified to the least extent necessary to render such provision legal and enforceable and the remainder of the Agreement shall remain in full force and effect, so long as the primary purpose(s) of this Agreement remain effectuated thereby.
30. The Parties hereto acknowledge that this Agreement has been negotiated and prepared in an arms-length transaction and that neither Party shall be deemed to have drafted this Agreement, and this Agreement shall not be interpreted against either Party as the draftsman.

Columbine Country Club/CCC Homeowners' Association  
Water Supply Agreement  
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31. Each signatory acknowledges and represents that (s)he has the authority to enter into this Agreement and to bind the Party for which (s)he signs.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below to be effective as of the latest date set forth below.

**COLUMBINE COUNTRY CLUB**

Date: Mar. 12, 2001

By: Robert W. McNamara  
Robert W. McNamara, President

STATE OF COLORADO                    )  
  )ss.  
COUNTY OF Arapahoe            )

Subscribed and sworn to before me by Robert W. McNamara, as President of Columbine Country Club, this 12th day of March, 2001.

My commission expires: 10-30-04.

Veronica Bracwell  
Notary Public

6810 E. Appleton Court  
Street Address

Englewood, CO 80112  
City, State, Zip

Notary Public (SEAL)

COLUMBINE VALLEY  
HOMEOWNERS ASSOCIATION

Date: 03-12-01

By: F. Joseph Hayes  
F. Joseph Hayes, President

STATE OF COLORADO )  
 )ss.  
COUNTY OF Arapahoe )

Subscribed and sworn to before me by F. Joseph Hayes, as President of Columbine Valley Homeowners' Association, this 12th day of March, 2001.

My commission expires: 10-30-04

Veronica Brownell  
Notary Public  
6810 E. Appleton Court  
Street Address  
Englewood, CO 80112  
City, State, Zip

Notary Public (SEAL)

## ATTACHMENT A

Name	Hm Address	Exch.	Hm Phone 1
Adamson, John	17 Niblick Lane	303-	738-8380
Akin, Ron	9 Niblick Lane	303-	797-1844
Alley, Thomas J.	28 Niblick Lane	303-	798-6864
Anderson, Joy	24 Club Lane	303-	798-1434
Archibald Jr., Bob	14 Wedge Way	303-	795-8881
Archibald, Bob G.	15 Wedge Way	303-	797-0976
Barker, Stephen D.	33 Wedge Way	303-	347-2170
Battaglia, Dr. Samuel T.	3 Fairway Lane	303-	795-1075
Bengston, Roger H.	8 Wedge Way	303-	794-3917
Best, Mark	13 Driver Lane	303-	347-8949
Birky, Curtis E.	80 Fairway Lane	303-	798-8776
Blichmann, Blanche	41 Fairway Lane	303-	795-5642
Bourque, Michael W.	11 Club Lane	303-	730-6884
Bowman, Harold A.	20 Club Lane	303-	794-0055
Boyle, John J.	6 Club Lane	303-	794-5889
Boyle, Pat	16 Fairway Lane	303-	730-3111
Brewka, Dr. Robert E.	18 Club Lane	303-	798-2488
Brezinski, Richard P.	30 Wedge Way	303-	730-3097
Brown, Hugh	8 Fairway Lane	303-	738-8990
Browne III, C. Willing	32 Wedge Way	303-	794-2476
Bundgaard, Kurt	22 Club Lane	303-	797-3706
Burger, Allen D.	1 Club Lane	303-	798-4308
Burquest, James W.	36 Wedge Way	303-	795-7891
Calkins, John	65 Fairway Lane	303-	794-5393
Campbell, Michael Thomas	30 Niblick Lane	303-	974-1380
Cardi, Phillip B.	12 Fairway Lane	303-	730-2725
Colby, Bradley	26 Wedge Way	303-	932-2806
Coldwell, Kathleen M.	19 Niblick Lane	303-	795-0351
Connor, Richard W.	27 Niblick Lane	303-	795-1017
Cordes, Edward B.	32 Fairway Lane	303-	795-6873
Crook, Robert S.	9 Driver Lane	303-	798-0331
Crusey, Dr. Stephen	33 Fairway Lane		
Curlander, Carroll	31 Fairway Lane	303-	798-8726
Daley, Arthur C.	20 Niblick Lane	303-	798-3571
DeJonghe, Jolene	61 Fairway Lane	303-	798-1285
Diachok, George T.	10 Club Lane	303-	798-3626
Downey, Patrick L.	24 Fairway Lane	303-	798-2207
Downing, Patrick	9 Club Lane	303-	798-7027
Dymerski, Daniel Leo	13 Fairway Lane	303-	797-8499
Fellows, Nancy	18 Fairway Lane	303-	794-5434
Gagin, Lawrence V.	18 Wedge Way	303-	794-7138
Garard, Michael C.	1 Driver Lane	303-	738-1291
Gillmore, Tom	24 Wedge Way	303-	795-7743
Glau, Robert O.	11 Driver Lane	303-	795-5394
Goldthwaite, Robert	7 Driver Lane		
Good, Richard L.	21 Niblick Lane	303-	794-8083
Goodyear, Lollie	4 Driver Lane		
Graham, Marje	25 Niblick Lane	303-	798-0086
Grant, John A.	49 Fairway Lane	303-	730-0904
Green, George W.	27 Fairway Lane	303-	797-8195

Name	Hm Address	Exch.	Hm Phone 1
Gregg, C. Clare	13 Club Lane	303-	794-1626
Grimm, Jim	23 Fairway Lane	303-	797-0947
Grimm, Peter V.	18 Driver Lane	303-	798-8598
Guetz, Donald M.	37 Niblick Lane	303-	798-6343
Gulley, Greg	12 Wedge Way	303-	797-6667
Hallock, Allan R.	2 Cleek Way	303-	798-5009
Hambrook, Ernest C.	57 Fairway Lane	303-	797-0829
Hartwell, Sue	51 Fairway Lane	303-	797-2085
Hayes, F. Joseph, Jr.	30 Fairway Lane	303-	797-9061
Heckenkamp, James R.	8 Driver Lane	303-	794-8387
Heffrich, Robert J.	29 Niblick Lane	303-	794-6954
Hendrickson, Vernon L.	25 Fairway Lane	303-	798-4074
Henry, David Allen	2 Niblick Lane	303-	730-8453
Hindman, Douglass W.	12 Niblick Lane	303-	794-4782
Hock, Bob	84 Fairway Lane	303-	794-6807
Hoffman, Mary Lou	67 Fairway Lane	303-	794-8538
Holub, A.J.	31 Niblick Lane	303-	798-1024
Hoovler, Cathryn	12 Driver Lane	303-	794-5473
Howard, K. Mason	35 Niblick Lane	303-	798-7262
Hulwick, Lucille	1 Brassie Way	303-	738-1897
Hulwick, William	45 Fairway Lane	303-	797-3333
Icenogle, T. Edward	28 Fairway Lane	303-	794-8380
Innes, Mary	5 Fairway Lane	303-	795-7398
Jackson, Brian	15 Fairway Lane	303-	798-2713
James, Lee R.	9 Wedge Way	303-	738-9048
Jenkins, Thurston H.	34 Wedge Way	303-	794-5473
Johnson, Blair E.	3 Club Lane	303-	730-7661
Kautsky, Norman	43 Fairway Lane	303-	974-3348
Keifer, Thomas	15 Driver Lane		
Keller, Frank	36 Fairway Lane	303-	798-6258
Kelley, Ronald E.	59 Fairway Lane	303-	730-1017
Kelly, Benjamin T.	10 Wedge Way	303-	734-1220
Keogh, Randall F.	63 Fairway Lane	303-	798-6870
Killgore, Mary	29 Fairway Lane	303-	798-0990
Kobs, Judy G.	5 Driver Lane	303-	795-1656
Kuzava, Timothy W.	72 Fairway Lane	303-	730-6189
Larsen, John H.	24 Niblick Lane	303-	794-7822
Latham, Albert Danks	3 Brassie Way	303-	797-6733
Lentz, J. Michael	13 Niblick Lane	303-	797-5404
Lind, George I.	2 Driver Lane	303-	798-3999
Lord, Edwin F.	26 Niblick Lane	303-	798-9189
Loughrey, Kevin	17 Driver Lane	303-	471-2393
Lyle, Phillip E.	6 Driver Lane	303-	730-1850
Marx, Robert P.	7 Fairway Lane	303-	798-4682
Mattison, Chris A.	34 Niblick Lane	303-	794-4865
Maxwell, James N.	26 Fairway Lane	303-	795-0568
May, Jeffrey S.	38 Wedge Way	303-	730-8063
McClure, Jere	10 Driver Lane	303-	794-8936
McDonald, Roderick	16 Wedge Way	303-	798-4355
McGowan, Lynne G.	12 Club Lane	303-	794-3848

Name	Hm Address	Exch.	Hm Phone 1
McLean, Joanna	20 Fairway Lane	303-	798-6401
McWilliams Jr., Thomas J.	17 Club Lane	303-	347-8622
Mearsha, Frank	25 Wedge Way	303-	730-7570
Mertz, Becky	36 Niblick Lane	303-	794-7272
Miles, Gary L.	76 Fairway Lane	303-	795-7587
Milligan, Clyde E.	16 Club Lane	303-	794-8235
Mills, Bill	2 Brassie Way	303-	798-3934
Montgomery, C. Michael	23 Niblick Lane	303-	795-0188
Moore, Jack I.	22 Wedge Way	303-	798-3440
Moore, James H.	5 Club Lane	303-	347-1570
Newton Jr., Ralph	1 Cleek Way	303-	794-4653
Newton, William A.	20 Wedge Way	303-	794-7474
Nichols, Steven	32 Niblick Lane	303-	795-8495
Nieder, Richard D.	17 Wedge Way	303-	797-9187
O'Brien, Kevin E.	3 Driver Lane	303-	795-7703
O'Connell, William Brent	70 Fairway Lane	303-	798-4653
O'Connor, Leonard V.	18 Niblick Lane	303-	795-7802
Ogg, William W.	35 Wedge Way	303-	794-0512
O'Ryan, Jack	11 Niblick Lane	303-	794-6006
Patrick, Garry	11 Fairway Lane	303-	797-5495
Pennington, Bill Ike	4 Club Lane	303-	795-7990
Perry, Roger	33 Niblick Lane	303-	933-7821
Peterson, H. R.	10 Fairway Lane	303-	798-3767
Piper, John	3 Cleek Way	303-	734-1514
Pool, Fred W.	14 Niblick Lane	303-	794-3186
Quale, James L.	16 Niblick Lane	303-	738-8462
Ranch, William D.	3 Wedge Way	303-	794-5948
Redding, Martin J.	15 Club Lane	303-	797-1488
Redmond, Steve	23 Wedge Way	303-	730-8057
Resident	68 Fairway Lane		
Reuss, Richard Eugene	39 Fairway Lane	303-	798-4099
Rheem Jr., J. Clark	29 Wedge Way	303-	798-4160
Rhodes, Joe S.	14 Driver Lane	303-	794-8971
Roberg, Richard H.	1 Niblick Lane	303-	347-9033
Robotham, Don	39 Niblick Lane	303-	347-1274
Rodman, Timothy	27 Wedge Way	303-	730-0036
Rowe, Ron	19 Fairway Lane	303-	794-4337
Rudolf, Kevin	94 Fairway Lane	303-	798-6371
Ryan, Tom	14 Club Lane	303-	795-0215
Saltsman Jr., Ralph H.	19 Wedge Way	303-	798-2771
Schaeffer, William	5 Niblick Lane	303-	730-8845
Schenkein, Robert A.	6 Fairway Lane	303-	795-5555
Schiller, Lee E.	4 Brassie Way	303-	797-2022
Schmidt, Phillip H.	74 Fairway Lane	303-	347-2406
Schreiber, Michael J.	78 Fairway Lane	303-	761-1042
Sears, John	55 Fairway Lane	303-	798-0780
Sheehan, Todd J.	5 Wedge Way	303-	730-1511
Sherrill, Robert P.	21 Wedge Way	303-	797-8664
Slupe, Bob	37 Fairway Lane	303-	316-2726
Silva, Ben	9 Fairway Lane	303-	703-1381

Name	Hm Address	Exch.	Hm Phone 1
Solon, Jack	8 Club Lane		303- 795-6674
Sorenson, Leonard C.	13 Wedge Way		303- 794-1384
Spencer, Joseph C.	82 Fairway Lane		303- 795-5191
Staffen, Robert D.	53 Fairway Lane		303- 798-6510
Sturm, Jerry G.	3 Niblick Lane		303- 738-9023
Talley, Barry	16 Driver Lane		303- 797-1994
Tammaro, John	2 Club Lane		303- 797-0567
Tanner, Michael R.	4 Niblick Lane		303- 730-2484
Tempas, Jeffery J.	90 Fairway Lane		303- 797-7157
Tepe, Louis C.	22 Niblick Lane		303- 798-0497
Timothy, Alan R.	7 Club Lane		303- 347-0519
Tomasetti, Boyd J.	22 Fairway Lane		303- 794-4754
Tomasetti, David R.	11 Wedge Way		303- 730-1105
Turner, Robert W.	7 Niblick Lane		303- 795-0147
Tweed, Robert A.	15 Niblick Lane		303- 798-6431
Unrein Jr., Anthony F.	14 Fairway Lane		303- 795-6887
Van Wyk, Dr. Chris A.	31 Wedge Way		303- 795-3040
Vander Linden, Carl	5 Brassie Way		303- 794-8309
VanMeter, James	88 Fairway Lane		
Waggoner, John R.	86 Fairway Lane		303- 797-3774
Wells, Brian L.	7 Wedge Way		303- 797-8097
Whiting	47 Fairway Lane		
Wilson, John F.	6 Niblick Lane		303- 797-7189
Wittbrodt, Edwin S.	10 Niblick Lane		303- 795-5805
Wright, Edward S.	4 Fairway Lane		303- 797-0172
York, Joanne	21 Fairway Lane		303- 730-6659
Zettal, Joseph H.	28 Wedge Way		303- 794-8732

**Attachment B**

**to the Water Supply Agreement between Columbine Country  
Club  
and Columbine Country Club's Homeowners' Association**

**COLUMBINE COUNTRY CLUB'S WATER RIGHTS AND FACILITIES**

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The following is a summary of water rights and facilities, which are the exclusive legal and equitable property of Columbine Country Club (hereinafter "Club"):

Club Well Nos. 1-6, May 18, 1972, as decreed by the District Court in Civil Action No. 3635. The priority number is 64 with a priority date of November 2, 1954. The following are the decreed amounts:

Well No. 1	2.94 cfs
Well No. 2	3.17 cfs
Well No. 3	3.39 cfs
Well No. 4	1.60 cfs
Well No. 5	2.76 cfs
Well No. 6	3.19 cfs

In Case No. W-8521-77 the court decreed the Club's augmentation plan which allows operation of the six (6) alluvial wells.

In 1982, the Club purchased additional senior tributary water rights for augmentation purposes. The Club owns 3.01 cfs in the Brown Ditch and nine (9) shares of capital stock in the Last Chance Ditch Company No. 2, and 20 shares of capital stock in the Nevada Ditch Holding Co.

In Case No. W-9421-78, the court decreed 197 acre-feet of nontributary water per year (97 acre-feet per year in the Arapahoe aquifer and 100 acre-feet per year in the Laramie-Fox Hills aquifers) to the Club (conditional decree, made absolute in Case No. 84CW472). Wells to withdraw this water have been drilled in each aquifer: Columbine Arapahoe Well 23254-F and Columbine Laramie-Fox Hills well 23253-F.

The Club also has a contract for delivery of water from GASP (the Ground Water Association of the South Platte) in the amount of 400 acre-feet per year.



Replacement water for evaporation from Dutch Creek Lake, decreed to the Club in Case No. W-8740-77, is also provided by the water rights associated with the plan for augmentation in the amount of 1.5 acre-feet per year. However, when the Club's replacements to the South Platte River under its augmentation plan exceed its depletions, the Club may store the excess augmentation water in Dutch Creek Lake.

All well casings, pumps, pipelines, meters, valves, and the like on Club property.

Primary delivery lines located throughout Club property and/or utility easements, which provide a delivery system for irrigation water from the Club's wells.

Club service lines located throughout Club property and/or utility easements, which provide a delivery system for irrigation water from the primary delivery lines to the Club's sprinkler systems.

Homeowner service lines located throughout Club property and/or utility easements, which provide a delivery system for irrigation water from the primary delivery lines to the Homeowner's sprinkler systems.

Attachment C

**Columbine Country Club**

**Salary computation for purposes of water agreement**

**Year ended December 31, 2000**

	Total Wages	Total Hours Worked	
1	499,145	41,478	2

Average hourly rate 1

divided by 2

\$ 12.03

# ATTACHMENT D

## Rate Schedule No. 2 - Outside City-Total Service

For Bills Dated On or After March 6, 2000

**Applicability:** All water users outside the limits of the City and County of Denver served under agreements whereby the Board of Water Commissioners operates and maintains the water system used to supply the licensee water.

**Payment:** Rates for potable water service under this schedule are net. Bills are due and payable to Denver Water upon issuance. Bimonthly bills are delinquent 30 days after the billing date. Monthly bills are delinquent 25 days after the billing date. Late Charges will be assessed per Denver Water policy.

**Rates:** Charges for potable water service consist of a **consumption charge** and a **service charge**. The consumption charge is based upon the amount of water delivered during the billing period. The service charge applies to all accounts that are "on" at any time during the billing period.

### A. Potable Water Consumption / Service Charges:

#### Consumption Charge:

Residential Customers:	Monthly Usage Gallons	Bimonthly Usage Gallons	Rate per 1,000 Gallons
First	11,000	22,000	\$2.19
Next	19,000	38,000	\$2.63
All Over	30,000	60,000	\$3.29

#### Small Multi-Family Customers:

Duplexes through Five-plexes with a single meter Duplexes

First	15,000	30,000	\$2.01
All Over	15,000	30,000	\$2.41

Monthly usage amount increases by 6,000 gallons and bimonthly usage amount increases by 12,000 gallons per additional dwelling unit up to five (5) dwelling units.

#### All Other Customers:

Winter	\$1.88
Summer	\$2.26

Winter billings include the 1st, 2nd, and 6th bills for bimonthly customers during a calendar year. For monthly customers, the winter billing period includes bills 1 - 4 and bills 11 - 12 during a calendar year.

Summer billings include 3rd, 4th, and 5th bills for bimonthly customers during a calendar year. For monthly customers, the summer billing period includes bills 5 - 10 during a calendar year.

#### Service Charges:

Monthly	\$3.21
Bimonthly	\$4.52

Attachment E

to the Water Supply Agreement between Columbine Country Club  
and Columbine Country Club's Homeowners' Association

**NINE HOMEOWNER MEMBERS WITH INDIVIDUAL AGREEMENTS**

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<u>Name</u>	<u>Address</u>
Allen Burger	1 Club Lane
Blair Johnson	3 Club Lane
James Moore	5 Club Lane
Alan Timothy	7 Club Lane
Kevin McMahon	9 Club Lane
Michael Bourque	11 Club Lane
Clare Gregg	13 Club Lane
Martin Redding	15 Club Lane
Thomas McWilliams	17 Club Lane