

January 10, 2018

Project No. 6916

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington DC 20426

**Re: Initial Consultation Document and Request to Waive Consultation for
Project No. 6916**

Dear Secretary Bose,

This letter is to inform the Federal Energy Regulatory Commission that Denver Water has posted an Initial Consultation Document to its website (www.denverwater.org/strontia-ferc) for a 60 day comment period. Denver Water is proposing to increase hydroelectric power generation at its Strontia Springs Project No. 6916 when it replaces the electrical instrumentation and controls for the dam and reservoir. The proposed increase in generation qualifies Denver Water for a small hydroelectric power project exemption, for which Denver Water anticipates filing an exemption application in the spring or summer of 2018.

Denver Water has identified the stakeholders and agencies for the project and sent a notice of the availability of the Initial Consultation Document on Denver Water's website for a 60-day review and comment period, a copy of which is included with this letter. Denver Water is also requesting the agencies and stakeholders to waive the formal consultation process so that Denver Water can expedite the FERC application process, enabling it to more quickly replace the electrical systems that are faulty and outdated.

If the Commission staff has any questions or needs additional information, please contact Anne Sibree at 303-628-6473 or anne.sibree@denverwater.org or Brian Gogas at 303-628-6318 or brian.gogas@denverwater.org.

Sincerely,



Anne E. Sibree, Attorney
Denver Water
Office of General Counsel

Postcard Notice Sent to Stakeholders
(Mailed out on January 10, 2018)



1600 WEST 12TH AVENUE
DENVER, COLORADO 80204-3412



Agencies and Stakeholders:

Denver Water will be seeking a small hydroelectric power project exemption for its Strontia Springs reservoir hydroelectric project (Federal Energy Regulatory Commission (FERC) Project No. 6916). Prior to filing the application with FERC, Denver Water is seeking agency and stakeholder review of its Initial Consultation Document, which describes the project and also asks the agencies and stakeholders to waive the formal consultation process.

Denver Water needs to replace the electrical systems at Strontia Springs reservoir, providing an opportunity to replace the existing turbine and generator with new equipment that will generate additional hydropower. There will be no change in the amount of water released from the reservoir since hydropower is only generated when Denver Water makes releases in accordance with its existing operations, for which there will be no changes. Thus, in order to timely repair the faulty and outdated electrical systems, Denver Water is requesting a waiver of the consultation process so it can submit an application to FERC as soon as possible.

Please review the Initial Consultation Document, found at denverwater.org/strontia-ferc within the 60 day review period, and provide Denver Water with any comments by Monday, March 19. Included in that information is a form for waiving the consultation process.

INITIAL CONSULTATION DOCUMENT AND REQUEST TO
WAIVE PRE-FILING CONSULTATION
FOR
APPLICATION TO CONVERT A MINOR POWER PROJECT
LICENSE
TO A SMALL HYDROELECTRIC POWER PROJECT EXEMPTION

STRONTIA SPRINGS DAM
HYDROELECTRIC PROJECT NO. 6916

BY THE CITY AND COUNTY OF DENVER,
ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS
(“Denver Water”)

January 10, 2018

INTRODUCTION

The City and County of Denver, acting by and through its Board of Water Commissioners (“Denver Water”) currently operates a hydropower facility at Strontia Springs Reservoir and Dam, Project No. 6916 (“Project”). The Federal Energy Regulatory Commission (“Commission”) authorized the 1,087 kilowatts (kW) Project under a 40-year license on January 13, 1984. For reasons described below, Denver Water needs to replace the Electrical, Instrumentation and Controls systems (“EI&C”). The replacement of the EI&C system presents an opportunity for Denver Water to also replace the turbine and generator and therefore replace the EI&C system with one that is compatible with increased hydroelectric generation. This amendment to increase generating capacity will qualify the Project for a small hydroelectric power project exemption.¹ Denver Water’s existing license is effective until 2024, and when there is an unexpired license, FERC will accept an application for an exemption from a licensee.² Thus, Denver Water is proposing to replace the outdated and unsafe EI&C system with a new system that is designed to operate a new turbine and generator and qualify the Project for a small hydroelectric power project exemption. This proposal is referred to in this application as the “Proposed Exemption.”

An application requires pre-filing consultation with relevant federal and state resource agencies and any American Indian tribes (“Stakeholders”) that may be affected by the proposed project. Attachment 1 is a list of Stakeholders for this Proposed Exemption. This Initial Consultation Document (ICD) provides a description of the Proposed Exemption and supporting information to confer with the Stakeholders prior to Denver Water filing an application for an exemption with the Commission. It also explains the unique opportunity that the replacement of the EI&C system presents to simultaneously increase generating capacity, which would not otherwise be economically feasible if done at separate times. The alternatives before Denver Water are to replace the EI&C system to work with the existing hydroelectric equipment or to replace both the existing hydroelectric equipment and a new compatible EI&C system now, thereby qualifying this Project for a small hydroelectric power project exemption.

Attached to this ICD as Attachment 2 is a Stakeholder form to waive pre-filing consultation (“Waiver of Consultation”). The first and second stages of the pre-filing consultation process are 1) a site visit and joint meeting, followed by information gathering and studies, and 2) Stakeholder review of the draft application. After reviewing this ICD, Stakeholders are asked to sign and return to Denver Water the attached Waiver of Consultation if the statement accurately reflects the Stakeholder’s position. Denver Water will include these waivers when it files the exemption application with the Commission. Waiving pre-filing consultation signifies that the Stakeholder has all the information it needs to understand the effects of the proposal, and that the Stakeholder is acceptable to Denver Water proceeding to file its Proposed Exemption application with the Commission. However, if a Stakeholder needs more information, Denver Water will work with that Stakeholder to address any questions or concerns to determine if pre-filing

¹ “A small hydroelectric project of 10 MW or less may be eligible for a 10-MW exemption. The applicant must propose to install or add capacity to a project located at a non-federal, pre-2005 dam, or at a natural water feature. The project can be located on federal lands but cannot be located at a federal dam. The applicant must have all the real property interests or an option to obtain the interests in any non-federal lands.” From <https://ferc.gov/industries/hydropower/gen-info/licensing/small-low-impact/get-started/exemp-licens.asp>

² 18 C.F.R. §4.33(d)(1)(ii)

consultation can thereafter be waived. Furthermore, agreeing to waive pre-filing consultation does not waive a Stakeholder's ability to comment to the Commission during the notice of application period.

Information characterizing the existing conditions, combined with the fact that there will be no change in reservoir operations (i.e. no change to hydrology) and minimal ground disturbance, supports a decision that new studies or information gathering (i.e. the first stage of consultation) is not necessary prior to Denver Water filing the Proposed Exemption application with the Commission. The information described in this ICD provides sufficient information for Stakeholders to understand the effect to resource(s) in which it is interested. The Proposed Exemption will have negligible permanent and temporary impacts associated with burial of new electrical lines, switchyards, and installation of the new turbine and generator. Negligible impacts resulting from these activities are greatly outweighed by the additional generation of renewable energy and safe, reliable electrical systems. The Project will operate no differently than it does under the existing license. Denver Water will continue to operate the Project when reservoir releases are made per Denver Water's municipal water supply operations, including bypass releases described in this ICD. The Proposed Exemption will simply allow Denver Water to run a wider range of the existing reservoir releases through the upgraded generator and turbine, with no changes to the amount or timing of water being stored or released from the reservoir.

For this reason, Denver Water is requesting Stakeholders to waive pre-filing consultation. This will allow Denver Water to file its final application for the Proposed Exemption with the Commission as soon as possible. Agreeing to waive pre-filing consultation does not waive a Stakeholder's ability to comment to the Commission during the Commission's notice of application period. This expedited process is important to gain timely approval for necessary replacement of the outdated electrical systems that will be completed during the installation of the new generator and turbine. Denver Water will notify Stakeholders and provide a link to an electronic version of the final application at the time it is filed with the Commission.

I. Proposed Exemption

The Project operates under a 40-year license issued January 13, 1984, expiring in January of 2024.³ The Project is located on the South Platte River in Douglas and Jefferson counties, Colorado. Attachment 3 includes a location map and a map showing the FERC Project Boundary. Strontia Springs Reservoir is a municipal storage reservoir, operated for the purpose of supplying water to Denver Water's customers within the city of Denver and to Denver Water's suburban distributors. Denver Water's generation of hydropower is an ancillary benefit from releases made for water supply and water rights purposes. The Project has an installed hydroelectric generating capacity of 1,087 kW.⁴ The current Project Boundary encompassing the reservoir and dam is approximately 98 acres, of which approximately 58.7 acres are owned by the federal government, administered by the United States Forest Service ("USFS"), Pike San Isabel National Forest, and the remaining lands are owned by Denver Water. Denver Water is authorized to use federal lands through easements and rights-of-way agreements. Future plans at this site include a possible land exchange with the USFS to transfer ownership of all USFS lands within the Project Boundary to Denver Water. It is anticipated that the land exchange would

³ City and County of Denver, 26 F.E.R.C. 62,006 (1984).

⁴ City and County of Denver, 38 F.E.R.C. 62,336 (1987).

take from 2 to 5 years to complete, based on Denver Water's past experiences completing land exchanges with federal agencies.

The Proposed Exemption is driven by the fact that the EI&C system needs to be replaced. The systems' risk of failure is high, and the hydroelectric facilities would likely be out of operation for a significant period of time if an electrical failure occurs. The existing equipment was manufactured 25-30 years ago, with critical components past typical lifespan, and in some cases spare or replacement parts are no longer manufactured. Replacement of the EI&C presents an opportunity to also replace the existing hydroelectric equipment with a new turbine and generator that will capture a greater range of reservoir outflows that are currently passed through the dam's free discharge valves. Parts of the EI&C system in need of upgrades are specifically dependent on the generator and turbine interface requirements. Denver Water is proposing to replace the hydroelectric facilities now when it replaces the EI&C to increase generation and obtain an exemption from licensing. This opportunity will not be available in a few years, when Denver Water would re-license the Project, because the electrical upgrades are needed immediately. Therefore, if the Commission does not approve the Proposed Exemption, Denver Water will only replace the EI&C system with equipment that is compatible with the existing hydroelectric facilities. Adding generating capacity at the time of re-licensing (2024) is not cost effective because it would require substantial duplicative expenditures to convert the EI&C system a second time to accommodate the new higher capacity operation requirements. Combining both activities now would maximize cost-effectiveness of this Project.

A. Background

Strontia Springs Dam and Reservoir are owned and operated by Denver Water for the primary purpose of diverting and storing water from the South Platte River. This water is conveyed by pipeline to Denver Water's Foothills Water Treatment Plant. Strontia Springs Reservoir has a capacity of 7,863 acre-feet, corresponding to a normal maximum pool at elevation 6,002 feet above sea level. Denver Water controls reservoir releases to: (1) the Foothills Water Treatment Plant by way of the Foothills Intake Tower situated within the reservoir approximately 200 feet upstream from the dam; and (2) the South Platte River by way of operating the dam's outlet works at elevation 5,845 feet above sea level, the hydropower plant draft tube discharge at elevation 5,780 feet above sea level or the Emergency Reservoir Drainage System (ERDS) discharge channel at elevation 5,796 feet above sea level and/or the service spillway at the dam's crest. The dam is also equipped with an auxiliary spillway fuse plug intended to operate when the reservoir water elevation is above 6,012.5 feet above sea level. Aurora Water owns and operates a separate intake, the Aurora Intake Tower, to divert water from the Strontia Springs Reservoir to Aurora's Rampart Reservoir. Denver Water typically maintains the reservoir elevation between 5,985 and 6,000 feet above sea level.

Strontia Springs Dam is a double-curvature, thin-arch, concrete dam with a structural height of 292 feet. The dam includes a built-in outlet works with lower floor elevation at 5,839.42 feet above sea level and a built-in powerhouse with floor elevation at 5,803 feet above sea level; the powerhouse contains the ERDS gates and the hydropower plant. Both facilities are cantilevered structures symmetrically positioned about the dam's line of arch centers. Dam construction was completed circa 1983 and the hydropower plant was placed into service in 1986.

A license was granted in 1984 for the construction, operation and maintenance of the turbine/generator unit, the dam, all appurtenant facilities, equipment and land bounded by the Strontia Springs Project No. 6916. The license has a 40-year term and expires on January 13th, 2024. The original license had an installed power capacity of 950kW with annual generated energy estimated to be 6,700,000 kWh. The license was later amended for an installed capacity of 1,087kW with annual generated energy estimated to be 7,600,000 kWh.

Water flows from the reservoir to the turbine through a 42-inch diameter penstock that tees from the 4 foot by 4 foot ERDS channel to the turbine within the powerhouse. The penstock is equipped with a 42-inch turbine inlet butterfly valve that is used for maintenance and emergency shutdown purposes. During operation of the turbine, water flows through the turbine where the turbine wicket gates control the flow rate and direct water to the runner, which in turn develops the kinetic energy necessary for the generation of electrical power. Water exits the turbine runner and is discharged through the vertically oriented draft tube which conducts the water from the turbine to the tailrace at elevation 5,780 feet above sea level.

A stilling pool at the downstream base of the dam, located below the turbine's draft tube, functions in part as a tailrace and extends downstream. The channel is approximately 16,380 square feet and consists of excavated rock set from an original elevation of 5,750 feet above sea level as measured from the stilling pool section of the channel.

As a condition of the existing license, downstream releases from Strontia Springs Dam are required by the USFS and United States Bureau of Land Management (BLM) under easements and rights-of-way agreements (all of which are now administered by the USFS, as explained below). The Project is operated using an average daily minimum streamflow requirement for the South Platte River. The minimum streamflow requirement is seasonal with 60 cfs released between May 15th and September 15th and 30 cfs released between September 16th and May 14th.

A liquid filled transformer owned by Xcel Energy (Xcel) is the point of service for Denver Water and is located on an exterior platform that extends from the northeastern side of the outlet works. Xcel's 13.2 kilovolt (kV) power lines are routed underground crossing South Platte River Road from a pad mounted switch to the transformer.

Use of federal lands for operation and maintenance of Strontia Springs Reservoir and Dam are authorized by easements and right-of-way grant, including a memorandum of understanding for the management of recreation and public access to Waterton Canyon and water quality certification, included herein as Attachments 4-6 and described as follows:

- a) Easements granted by the USFS for Dam Construction and Access, Roads, and Right of Way Grant from the BLM for Strontia Springs Dam, all dated 1978⁵, and subsequent amendments (Attachment 4);
- b) Section 401 Water Quality Certification from Colorado Department of Public Health and Environment (CDPHE), dated April 2, 1979 (Attachment 5). The 1979 Section 401

⁵ By Public Law 98-484, signed October 17, 1984, the BLM lands were brought within the boundary of the Pike National Forest and administered thereafter "in accordance with the laws, rules, and regulations applicable with respect to lands in the National Forest System." Therefore, the BLM has not been included as a Stakeholder in this process, but instead the USFS will evaluate the effects of this Proposed Exemption on these lands it now administers within the Pike National Forest.

Certification from CDPHE was issued for the construction of the dam and the installation of hydropower facilities. Because there will be no impacts to waters in the reservoir or downstream from this Proposed Exemption, Denver Water anticipates that this Section 401 Certification is still applicable and the Proposed Exemption should not need a new or amended 401 certification.

c) Waterton Canyon Management Plan and Memorandum of Understanding (Attachment 6). Signed in 1983 by Denver Water, the United States Department of the Interior (DOI), BLM, and the USFS, this plan sets forth the types of public use and access allowed, the construction and maintenance of recreation facilities and responsibilities of the parties, including law enforcement and fire suppression. This plan covers an area (Waterton Canyon) much broader than the Project Boundary at Strontia Springs Reservoir. Zone D of the plan covers Strontia Springs Dam and Reservoir and includes lands within one-fourth mile of the shoreline.

B. Proposed Exemption Description⁶

The following table shows the existing Project and the Proposed Exemption’s increase in generation:

	Existing Project	Proposed Exemption	Increased Generation
Number and Type of Unit	One Vertical Francis Unit	One Vertical Francis Unit	
Total Generator Nameplate Capacity	1,087 kilowatts (kW)	1,250 kW	163 kW or 15%
Total Hydraulic Capacity	1,059 kW	1,316 kW	257 kW
Rated Flow	65 cubic feet per second (cfs)	77 cfs	12 cfs
Rated Head	214.5-feet	214.5-feet	0-feet

The Proposed Exemption would operate the same way as the current Project, using release of flow and the head provided by the dam, and would remain in the same powerhouse location. A new vertical Francis unit turbine and a 1,250kW generator would replace the existing units and would be connected in the same location.

A new primary line delivering power from the powerhouse to the new point of interconnection with Xcel’s distribution system will be part of the Proposed Exemption construction.⁷ The existing distribution line is owned by Xcel and runs from the 13.2kV switch located on South

⁶ General Engineering design drawings are privileged critical energy infrastructure information and are not included in this ICD

⁷ Under the existing License, the interconnect with the utility is located near the dam. With this Proposed Exemption, the primary power line will be extended to a new point of interconnect with the utility, thereby likely requiring an adjustment to the FERC Project Boundary to incorporate the primary line.

Platte River Road and is routed underground along the Lower Access Road with final termination to Xcel's service transformer at the outlet works. For the Proposed Exemption, the interconnection to the utility's distribution system will need to be reworked and relocated by constructing a new main switchyard adjacent to South Platte River Road. From the main switchyard, a new primary 4.16kV power line, owned by Denver Water, will install and route to a secondary switchyard located by the outlet works. Thereafter the power line will continue to the outlet works with connection to the new hydroelectric generator by way of conduits to the powerhouse. This new primary power line will be placed in a duct bank in the road, similar to the location of Xcel's existing distribution line. Xcel's distribution line will likely be abandoned when the construction is complete.

The primary line delivering power from the powerhouse to the main switchyard by way of the secondary switchyard is currently located outside of the existing FERC Project Boundary for the Strontia Springs Hydroelectric Project. Therefore, Denver Water is also seeking an adjustment to the existing Project Boundary to include the primary power line along the Lower Access Road from the new main switchyard, through the secondary switchyard to the outlet works.

Hydroelectric power will continue to be used for onsite purposes to operate the dam and water intake structures, with surplus power being sold to Xcel.

C. Proposed Exemption Construction

The proposed design is to replace the existing turbine, generator, and associated mechanical and electrical, instrumentation and controls equipment with new equipment that meets today's codes, standards, and technology. The new turbine and generator will be uprated by 15% of existing capacity to improve the use of available hydraulic energy at the reservoir. A staging area, which is an existing area of compacted gravel normally used for vehicular traffic, will be used for the storage of all construction equipment. This staging area is located on Denver Water's property adjacent to the Strontia Springs Dam and Reservoir Headquarters Area, outside the Project Boundary.

1. Powerhouse and Penstock

Significant structural modifications are not anticipated for the ERDS channel or powerhouse to accommodate the new turbine and generator. Equipment that needs to be replaced within the powerhouse includes electrical distribution equipment, generator control and protection equipment, generator grounding equipment, HVAC equipment, a hydraulic power unit, a DC battery system, fire alarm system, security system, communications system, turbine inlet valve, powerhouse monorail and draft tube. Due to the space limitations within the powerhouse, portions of the electrical distribution and controls equipment will be located within the outlet works. Portions of the outlet works will also be renovated to support this project. Access to the powerhouse for operators and other authorized personnel is available by way of an interior gallery stairway that exits to the outlet works above. Large equipment such as the turbine and generator can be transported from the powerhouse by way of a beam monorail hoist that leads to a 6-foot wide door opening to an existing exterior platform. From the exterior platform, equipment is hoisted to the outlet works by a monorail hoist through a 6-foot by 6-foot equipment hatch in the outlet works floor. Thereafter, the equipment can be made accessible for final transport by truck at the southeastern entrance to the outlet works.

2. Turbines and Generators

A single vertical Francis turbine, designed for a rated output of 1,316 kW and a synchronous generator rated at 1,388 kilovolt-ampere (kVA), will be installed in the existing powerhouse and replace the existing unit. The estimated turbine maximum efficiency point is 93.0%, at 74 cfs and 214.5 feet for an estimated turbine output rating of 1,250 kW. The generator output at this point will be approximately 1,190 kW at a 0.9 Power Factor (PF) and 1,200 at a 1.0 PF. The generator full load rating will be 1,250 kW at a 0.9 PF.

3. Tailrace Channel

No modifications are necessary to the tailrace channel.

4. Switchyards and Primary Power Line

A new main switchyard, outside the existing Project Boundary, will be necessary to meet Xcel's intertie requirements and the generator's rated voltage at 4.16 kV. The switchyard will be located on Denver Water's property adjacent to the intersection of the Lower Dam Access Road and South Platte River Road. The main switchyard will be a secure, fenced-in concrete pad 30-feet by 50-feet with containment that houses primary service metering, metal-enclosed switchgear, generator step-up transformer, metal-clad switchgear, protective relays, controls, lighting and power for the switchyard, security equipment, miscellaneous branch circuitry and electrical distribution equipment serving other existing Denver Water ancillary facilities.

A secondary switchyard, located southeast from the outlet works entrance, will also be necessary for this project. This switchyard is a needed design feature to improve safety for qualified electrical personnel and will contain medium voltage switchgear and a station transformer with electrical distribution and controls that serves the dam's normal operating power requirements. The available space near the entrance to the outlet works is very limited and used for vehicle access as well as other dam-related operations. As such, the secondary switchyard will be an elevated structure, constructed onto the contour of rock face relative to the surrounding roadway, within Denver Water's property rights on USFS land. The structure will measure approximately 12-foot by 32-foot with concrete cast vertical walls abutted to the roadway edge with backfill placed between the vertical walls and the rock face, and a concrete pad poured on top of the fill in a manner that follows the contour of the rock face. The secondary switchyard will have stairs, containment and secure fencing to limit access to qualified personnel.

Both switchyards will be constructed with an overhang consisting of precast concrete panels, structural steel members or a combination of both to mitigate rockfall hazards. Denver Water will employ a geotechnical firm to assess rock hazards above both switchyards and will scale loose rock above each location as recommended by the assessment.

From the main switchyard, a new concrete encased, steel reinforced electrical duct bank will be installed below the switchyard and routed underground to the secondary switchyard located by the outlet works, thereafter the electrical duct bank will continue to the outlet works. The primary power line and duct bank to the outlet works will be included in a proposed revision to the FERC Project Boundary and will measure 36-inches by 18-inches by approximately 1,300-feet in length. The duct bank will be routed along the Lower Access Road on both Denver Water and USFS property, for which Denver Water currently has an easement, until it reaches the outlet works. The duct bank to the outlet works will require up to (2) 5-foot by 5-foot by

5-foot electrical hand holes and will also contain power, control and communications cabling for the existing Vehicular Beam Barrier located southwest from the switchyard with conduits teed from the duct bank and trenched underground for approximately 20-feet to the beam barrier location.

Denver Water also plans to provide new power lines and controls within a duct bank to equipment at the river gauge house located northwest from the main switchyard and the headquarters facilities located east from the main switchyard. This action is outside the proposed Project Boundary and thus will not be included in the Proposed Exemption application. Denver Water is including a description of this work within this ICD for purposes of informing Stakeholders of related aspects of the project. The new duct bank to the river gauge house will measure 20-inches by 12-inches by approximately 350 feet in length with power, control and communications cables within electrical conduit and will be routed along South Platte River Road on both Denver Water and USFS property. Similarly, the new duct bank to the headquarters facilities will measure 24-inches by 18-inches by approximately 500 feet in length with power, control and communications cables within electrical conduit and will be routed along South Platte River Road on Denver Water property.

5. Transmission Lines

A new 13.2 kV distribution line, approximately 150 feet in length will be installed underground in the South Platte River Road on both Denver Water and USFS property. This action is outside the proposed Project Boundary and thus will not be included in the Proposed Exemption application. Denver Water is including a description of this work in this ICD for purposes of informing Stakeholders of related aspects of the project. This will need to be installed in concrete-encased, steel reinforced electrical duct bank from Xcel's new pad-mounted fused disconnect switch to the new switchyard. The duct bank will measure 26-inches by 13-inches. The utility switch is located nearby on USFS property along the South Platte River Road, directly across from the proposed switchyard.

6. Proposed Exemption Operation

Operation of the new turbine and generator will require more water flow under the same typical reservoir head conditions for an increased power output and energy production. This increase of water flow will be diverted from the outlet works to the updated turbine in the powerhouse, but will not alter the existing streamflow; it merely diverts water to the powerhouse that would normally be discharged through the outlet works.

The new updated turbine and generator will be equipped with an automated bypass system, whereby, when the generator trips or there is no flow through the draft tube to the tailrace, a minimum seasonal based flow rate will be released through the existing discharge valve(s) in the outlet works. The hydroelectric unit controls will have three modes of operation: local manual, local auto and remote.

Attachment 7 contains a plots of the historical flow and gross head duration curves for the reservoir and the flow, gross head, and power duration curves that were used to calculate the expected annual energy generation based on both the hydrology and the hydroelectric equipment manufacturer's stated output and efficiency for various flows and heads. An estimated 7,500,000 kilowatt-hours (kWh) of energy will be generated in an average annual hydrologic year based on

actual daily flow rates of releases from the dam and reservoir elevations from November 1986 through December 2013 and for tailwater elevations from January 2009 through December 2013. The annual energy generated by the hydroelectric unit is expected to vary depending on the weather, demands on the water system and other operational variables. The average annual energy produced by the existing turbine and generator from the years 2000 through 2015 is 6,669,725 kWh.

7. Affected Environment

The study area includes the area within the existing Project Boundary (specifically at the dam), the South Platte River Road, and the Lower Access Road.

The following information summarizes conclusions reached by Denver Water regarding the characterization of the existing environment, the existence of any significant resources, anticipated impacts, and Denver Water's proposed environmental protection, mitigation, and enhancement measures.

Based upon this information, Stakeholders can determine if any additional studies are recommended or if any fish and wildlife, or other resource-specific terms or conditions should be considered by Denver Water for its application to the Commission.

A. Aquatic Resources

No impacts to aquatic resources are expected as the result of the Proposed Exemption. Denver Water is proposing no changes to the amount or timing of flows released from Strontia Springs Dam. Replacement of the turbine, generator, and associated mechanical and electrical equipment will occur within the existing powerhouse and outlet works located within the dam, and the new proposed switchyards and primary power line will be constructed in a previously disturbed upland area away from the South Platte River. In an effort to minimize soil erosion and sedimentation at the site during construction activities for the switchyards and primary power line, Denver Water will require the contractor to use Best Management Practices (BMPs).

Fish entrainment at Strontia Springs Dam is non-existent or negligible because of the depth of the inlet works of the powerhouse and the nature of the habitat for resident fish species at that depth. Water is released to the turbine near the bottom of Strontia Springs Dam. Evidence of fish entrainment and mortality has not been observed at the powerhouse outlet. Entrainment was not considered an issue of concern when the Project was originally evaluated and licensed in 1984. With no changes to the operations of Project, fish entrainment is similarly not considered an issue of concern for the Proposed Exemption.

B. Wetlands and Riparian Resources

There will be no direct or indirect impacts to wetlands. As mentioned above, all work will be conducted in previously disturbed areas that are not within wetland or riparian areas. No operational changes are proposed for Strontia Springs Reservoir under the Proposed Exemption. Therefore, no hydrology-related impacts to wetlands are expected.

C. Threatened and Endangered and Sensitive Plant and Animal Species

The following listed threatened and endangered or sensitive species are known to occur in Jefferson and Douglas Counties and have potentially suitable habitat within the Project Boundary:

Preble's Meadow Jumping Mouse

The Preble's Meadow Jumping Mouse is an USFWS listed species that is classified as threatened. Although the Project Boundary contains potentially suitable habitat for the mouse, the construction-related activities associated with the Proposed Exemption will occur in existing roadways and in a previously disturbed upland area that is devoid of shrubs or brush-like vegetation. Therefore, the Proposed Exemption is not likely to affect the Preble's Meadow Jumping Mouse or potential habitat.

Mexican Spotted Owl

The Mexican Spotted Owl is an USFWS listed species that is classified as threatened. The area surrounding Strontia Springs Reservoir, both within the existing Project Boundary and along South Platte River Road (Waterton Canyon), is within USFWS designated critical habitat for the Mexican Spotted Owl. Critical habitat refers to specific geographic areas that are essential for the conservation of a threatened or endangered species that may require special management considerations. Not all the areas within the mapped critical habitat boundaries have habitat elements important to the owl. For example, developed and disturbed areas may not contain the primary elements required by the species. The construction-related activities for the Proposed Exemption will occur within the existing powerhouse and outlet works or within/adjacent to the existing roadways (Lower Access and South Platte River roads), which are previously disturbed areas that contain very minimal ground cover, if any. Therefore, the ground disturbing activities associated with the Proposed Exemption are not likely to affect the Mexican Spotted Owl or critical habitat.

D. Visual Resources

The Proposed Exemption will not impact visual resources in the canyon, since the equipment is located within the powerhouse and outlet works and the new primary power line will be buried within the Lower Access Road to the new switchyard. There will be a minor aesthetic impact with the construction of the new switchyards, which will be visible to recreationists at that location. The main switchyard will be located on Denver Water's property adjacent to the intersection of the Lower Dam Access Road and South Platte River Road (Waterton Canyon) and the secondary switchyard will be located on USFS property near the outlet works entrance. The main switchyard will be a secure, fenced-in concrete pad 30-feet by 50-feet with containment that houses primary service metering, metal-enclosed switchgear, generator step-up transformer, metal-clad switchgear, protective relays, controls, lighting and power for the switchyard, security equipment, miscellaneous branch circuitry and electrical distribution equipment serving other existing Denver Water ancillary facilities. The secondary switchyard will be an elevated structure, constructed onto the contour of rock face relative to the surrounding roadway about the Lower Access Road. The location for the secondary switchyard is not normally accessible to the public due to security concerns and may or may not be visible to recreationists depending on the final construction location. The structure will measure approximately 12-foot by 32-foot with concrete cast vertical walls abutted to the roadway edge

with backfill placed between the vertical walls and the rock face and a concrete pad poured on top of the fill in a manner that follows the contour of the rock face. The secondary switchyard will have stairs, containment, secure fencing, and will contain medium voltage switchgear and a station transformer with electrical distribution and controls that serves the dam's normal operating power requirements.

There are several other structures and facilities (covered picnic gazebo, interpretive signage, permanent outhouse, Xcel Energy equipment, and Denver Water caretaker houses/headquarters and river gauge house) located within this same viewshed.

E. Noise

Transportation of construction equipment and construction associated with the installation of the switchyards and power line will cause a temporary noise impact. No increase in noise will occur with operation of new hydroelectric equipment because it will be contained within the dam structure where the existing unit is. Denver Water proposes to temporarily close the South Platte River Road (Waterton Canyon) to public recreation during placement of the electrical lines and construction of the switchyards.

F. Water Quality

The hydrology of the South Platte River at the Strontia Springs Dam is highly modified due to additions of water upstream resulting from the diversion of water from Dillon Reservoir through the Roberts Tunnel, storage in existing upstream reservoirs (Cheesman, Eleven Mile, Spinney Mountain and Antero Reservoirs), and withdrawal of water for irrigation and water supply uses.

No changes to the existing water quality are expected as the result of the Proposed Exemption. There will be no discharge of pollutants to waters of the United States; the Proposed Exemption will simply allow the new hydroelectric equipment to operate under a greater range of flows which are currently and historically released for water supply purposes. As a result, there will be no change in the existing amount or timing of water being released associated with the Proposed Exemption. Thus, Denver Water anticipates that CDPHE will determine that the existing Section 401 Water Quality Certification should continue to apply to the Project. In an effort to minimize soil erosion and sedimentation at the site during construction activities for the switchyards and primary power line, Denver Water will require the contractor to use BMPs.

G. Wildlife Resources

Wildlife within the Project area includes big horn sheep, elk (summer range), mule deer (summer and winter range), wild turkey (summer and winter range), black bear, cavity-nesting birds and raptors. Other than the potential temporary noise impact associated with construction, there will be no other impact to wildlife with the Proposed Exemption as the generator and turbine will be replaced within the dam, the primary line will be buried within the existing roadway, and the switchyards are located within previously disturbed areas adjacent to the roadway.

H. Vegetation

Vegetation in the area is within the foothills life zone, with elevations ranging from 7,000 feet down to 5,500 feet (Benedict 1991). The foothills zone typically includes small aspen grove and open meadow communities.

Minor permanent impacts to vegetation will occur with the construction of the primary switchyard, adjacent to the intersection of the Lower Access Road and South Platte Road. This site is entirely on Denver Water property. An area slightly larger than the concrete pad for the switchyard (30 feet by 50 feet) will be cleared and permanently impacted. This area of disturbance is sparsely vegetated with primarily mountain grass species including rabbitbrush (*Ericameria nauseosa*), Blue grama grass (*Bouteloua gracilis*), and little bluestem (*Schizachyrium scoparium*) and a native shrub, common chokecherry (*Prunus virginiana*). No wetland vegetation species are present in this disturbance area. The secondary switchyard will be constructed on an elevated platform located up against a sheer rockface that contains no vegetation or wetland species.

I. Historical and Archeological Sites

At the time of construction of Strontia Springs Reservoir and Dam, cultural resources were identified and included remnants of a narrow-gauge railroad grade and rock work, two bridges, an abandoned resort and railroad station. These resources were mitigated at that time.

The impact areas associated with this Proposed Exemption are the rock face area southeast from the outlet works entrance (new secondary switchyard), the Lower Access Road (burial of primary power line) and the South Platte River Road (new main switchyard). Associated with the work, but outside the Project Boundary, will be burial of power line ductbanks. The Proposed Exemption is not likely to adversely impact any historical or archeological sites since the majority of the work is occurring within the existing powerhouse and outlet works and within existing roadways. However, Denver Water has hired ERO Resources Corp. (ERO) to provide an intensive historic and cultural pedestrian survey where disturbances are likely to occur, including the switchyard locations. Denver Water anticipates that this work will be completed within the 1st Quarter of 2018 and ERO's findings will be included in the application to the Commission.

J. Air Quality

Denver Water does not anticipate that fugitive emissions permits will be required from the Colorado Air Pollution Control Division because the construction of the Proposed Exemption would take place in less than six months and be less than 25 acres of disturbance.

K. Recreation

Under the Waterton Canyon Management Plan, described above, the area within the Project Boundary is identified as Zone D. Recreation in the Project Boundary includes fishing, hiking, and sightseeing. Public motor vehicles are not permitted and access by foot and horseback may be restricted upon notice.

There are no developed recreation amenities within the Project Boundary at Strontia Springs Reservoir; however, recreation access is permitted (shoreline fishing, hiking, etc. but no boats). Denver Water sees very few people accessing the reservoir for shoreline fishing as it is a strenuous hike in and is very remote considering the additional hiking distance just to get to the access points above the reservoir.

Other than temporary closures to South Platte Road (Waterton Canyon) during construction, there will be no impact to recreation from the Proposed Exemption. Conversion of a license to

an exemption should have no effect on recreation within the Project Boundary because Denver Water's recreation management obligations and commitments will continue under the Waterton Canyon Management Plan.

8. Streamflow and Water Regime Information

Streamflow and water regime information, including drainage area, natural flow periodicity, monthly flow rates and durations, the location of stream gauging stations, the methods to generate streamflow data is the same information that was included under the original license application for Strontia Springs Reservoir. Strontia Springs Reservoir is operated for municipal water supply purposes and generation of power is an ancillary benefit as water is released. Denver Water's streamflow and water regime information is solely determined by operation of Denver Water's water supply system, which is not changed by this Proposed Exemption. Therefore, this information is the same information that was provided at the time of the original license and evaluated by the agencies and stakeholders at that time.

9. No PURPA Benefits Sought

Denver Water will not be seeking benefits under section 210 of PURPA. Denver Water does not qualify for these benefits for new or modified impoundment facilities. This Proposed Exemption is not located at a new dam or diversion; nor will the capacity of the reservoir be modified through this proposed increase in generation capacity.

10. Proposed Studies

Denver Water is proposing to conduct a cultural resources survey, as described in paragraph I above. Denver Water will employ a geotechnical firm to assess rock hazards above both switchyards and will scale loose rock above each location as recommended by the assessment.

11. Proposed Mitigation and Environmental Measures

In its application to the Commission, Denver Water will request that the following mitigation or enhancement measures be included in the FERC's exemption order:

A. Maintain the minimum bypass flow

Under the 1978 authorizations for construction from the USFS and BLM, Denver Water is required to maintain the following minimum bypass flow to maintain and enhance the fish habitats of the downstream reach of the South Platte River: *releases from May 15 until September 15 of each year the average daily release is to be 60 cubic feet of water per second (cfs). During the rest of the year, the release is to be 30 cfs.* Denver Water will propose in its application that this condition be included in the exemption order to be maintained in perpetuity, even after USFS land within the Project Boundary is exchanged to Denver Water and the 1978 authorizations have expired.

B. Compliance with Applicable 401 Certification General Conditions

Denver Water will continue to comply with the 1979 401 Certification associated with the Strontia Springs dam and reservoir.

C. Maintain Recreation

Denver Water will allow and maintain recreation uses and facilities pursuant to the Waterton Canyon Management Plan, as it may be amended from time to time.

12. Public Interest

The Proposed Exemption furthers the public interest of promoting growth of small hydroelectric power generation while also considering financial prudence for local governments as well as other small hydropower developers. Denver Water believes the Commission will support the conversion of the exiting license to an exemption through the proposed increase to hydropower generation.

13. Review Time and Waiver Form

Within 60 days from this ICD, Stakeholders are requested to send to Denver Water any comments, study requests or recommended mitigation measures and a decision to waive pre-filing consultation (the attached Consultation Waiver Form can be used). Comments to Denver Water on the information in this ICD should include, if applicable or necessary, any requests for additional information, additional studies to be performed and suggested methodologies, the Stakeholder's understanding of the resource issues and its goals and objectives for those resources, or any disagreements with the information provided in this ICD. If a Stakeholder agrees that additional studies are not needed, and the Stakeholder is satisfied with Denver Water's proposal, including information and environmental and mitigation measures described in this ICD, we respectfully request that each Stakeholder sign and return the enclosed Consultation Waiver Form to allow Denver Water to expedite the process and submit its application to FERC, at the same time providing a link to the electronic version of the application to the Stakeholders. The comment deadline on this ICD is March 19, 2018. Stakeholders will have an opportunity to comment to FERC on the application.

Denver Water appreciates Stakeholder review and cooperation. Please do not hesitate to contact Brian Gogas at 303-628-6318 or via email at brian.gogas@denverwater.org with any questions or concerns regarding the Proposed Exemption.

ATTACHMENT 1
STAKEHOLDERS

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State/Local Agencies

City of Aurora
Attn: Greg Duey
14201 East Hampden Avenue
Aurora, CO 80014

Colorado Energy Office
Attn: Samantha Reifer
1580 Logan Street, Suite 100
Denver, CO 80203

Colorado Parks and Wildlife
Attn: Jeff Spohn
1313 Sherman Street, 6th Floor
Denver, CO 80203

Colorado State Historical Office of Preservation
Attn: Steve Turner
1300 Broadway
Denver, CO 80203

Colorado Department of Public Health &
Environment
Attn: John Hranac and Scott Garncarz
4300 Cherry Creek Drive South
WQCD-WSP-EDU-B2
Denver, CO 80246

Colorado Commission of Indian Affairs
130 State Capitol
Denver, CO 80203

Colorado Water Quality Control Division
4300 Cherry Creek Drive South
Denver, CO 80222-1530

Douglas County – Planning Department
100 Third Street
Castle Rock, CO 80104

Douglas County Board of Commissioners
100 Third Street
Castle Rock, CO 80104

Jefferson County Board of Commissioners
100 Jefferson County Parkway
Golden, CO 80419

Jefferson County Public Works
100 Jefferson County Parkway
Golden, CO 80419-5533

Federal Agencies

Advisory Council on Historic Preservation
Western Office of Project Review
12136 West Bayaud Avenue, Suite 330
Lakewood, CO 80228

U.S. Bureau of Land Management
Colorado State Office
2850 Youngfield Street
Lakewood, CO 80215

U.S. Environmental Protection Agency
Region 8 (EPR-N)
1595 Wynkoop Street
Denver, CO 80202-1129

U.S. Department of Energy
Golden Field Office
15013 Denver West Parkway
Golden, CO 80401

Federal Energy Regulatory Commission
Attn: Secretary
Mail Code: DHAC, PJ12.3
888 First Street, N.E.
Washington, DC 20426

Federal Energy Regulatory Commission
Attn: Pete Yarrington
888 First Street N.E.
Washington, DC 20426

U.S. Forest Service
South Platte Ranger District
19316 Goddard Ranch Court
Morrison, CO 80465

USDA Forest Service
Pike-San Isabel National Forest
2840 Kachina Drive
Pueblo, CO 81008

U.S. Forest Service
P.O. Box 25127
Lakewood, CO 80225-0127

National Parks Service – Intermountain Office
P.O. Box 25287
Lakewood, CO 80228

American Indian Tribes

Arapaho Northern Business
P.O. Box 396
Ft. Washakie, WY 82514

Northern Ute Tribe
P.O. Box 190
Ft. Duchesne, UT 84026

Representatives of Shoshone Tribe
P.O. Box 217
Ft. Washakie, WY 82514

Southern Ute Tribal
P.O. Box 737
Ignacio, CO 81137

Ute Mountain Ute Tribe
124 Mike Wash Road
Towaoc, CO 81334

Bureau of Indian Affairs – Wyoming
Wind River Agency
P.O. Box 158
Ft. Washakie, WY 82514

Oglala Sioux Tribe
P.O. Box 2070
Pine Ridge, SD 57770-2070

Oglala Lakota Nation
107 West Main Street
P.O. Box 2070
Pine Ridge, SD 57770

Kiowa Tribe of Oklahoma
100 Kiowa Way
Carnegie, OK 73015

New Mexico Indian Affairs Department
1220 South Francis Drive
Santa Fe, NM 87505

Cheyenne & Arapaho Tribes
100 Red Moon Circle
Concho, OK, 73022

U.S. Bureau of Indian Affairs - SW Region
P.O. Box 26567
Albuquerque, NM 87125-6567

Northern Arapaho Traditional Elders
P.O. Box 601
Riverton, WY 82501

Council Pawnee Business Council
P.O. Box 470
Pawnee, OK 74058

Comanche Tribal Business Council
P.O. Box 908
Lawton, OK 73502

Utah Division of Indian Affairs
324 South State, Suite 500
Salt Lake City, UT 84114

Council Cultural Preservation Office Hopi Tribe
P.O. Box 123
Kykotsmovi, AZ 86039

Ute Language and Cultural Committee
P.O. Box 737
Ignacio, CO 81137

Rosebud Sioux Cultural resource Office
11 Legion Avenue
P.O. Box 430
Rosebud, SD 57570

Navajo Nation Tribal Center
P.O. Box 9000
Window Rock, AZ 86515

Apache Tribe of Oklahoma
P.O. Box 1330
Anadarko, OK 73005

Eastern Shoshone Tribe
P.O. Box 538
Ft. Washakie, WY 82514

Oklahoma Indian Affairs Commission
4545 N. Lincoln Boulevard, Suite 282
Oklahoma City, OK 73105

South Dakota Indian Affairs Office
711 East Wells Avenue
Pierre, SD 57501-3369

ATTACHMENT 2
CONSENT TO WAIVER OF FORMAL CONSULTATION

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CONSENT TO WAIVER OF FORMAL CONSULTATION

_____ (agency or entity name, “Stakeholder”) agrees that the formal consultation process is not necessary for Denver Water to proceed with filing an application for a Small Hydroelectric Power Project Exemption for Strontia Springs Hydroelectric Project No. 6916.

By signing this consent form, it is understood that Stakeholder will be given an opportunity to comment on Denver Water’s exemption application when it is noticed by the Federal Energy Regulatory Commission (“FERC”) in the Federal Register, and the formal consultation process leading up to Denver Water’s application to the FERC will not take place. Denver Water will send Stakeholder a link to a copy of its application when it files the application with the FERC.

Signature of Authorized

Representative Date

Please return by March 19, 2018 to:

Denver Water Department
Attention: Brian Gogas
1600 W. 12th Avenue
Denver, CO 80204

ATTACHMENT 3
LOCATION MAP AND PROJECT BOUNDARY

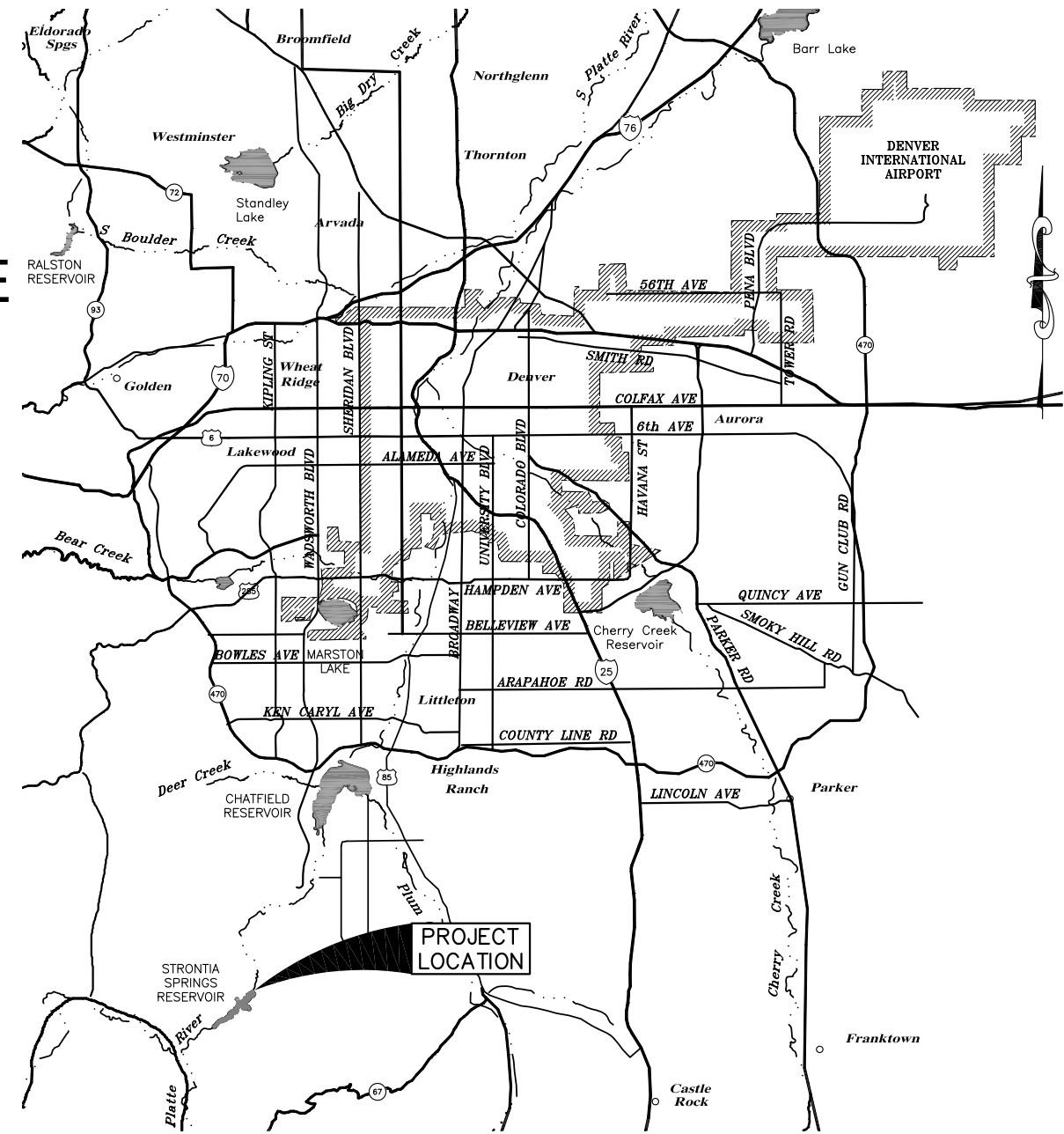
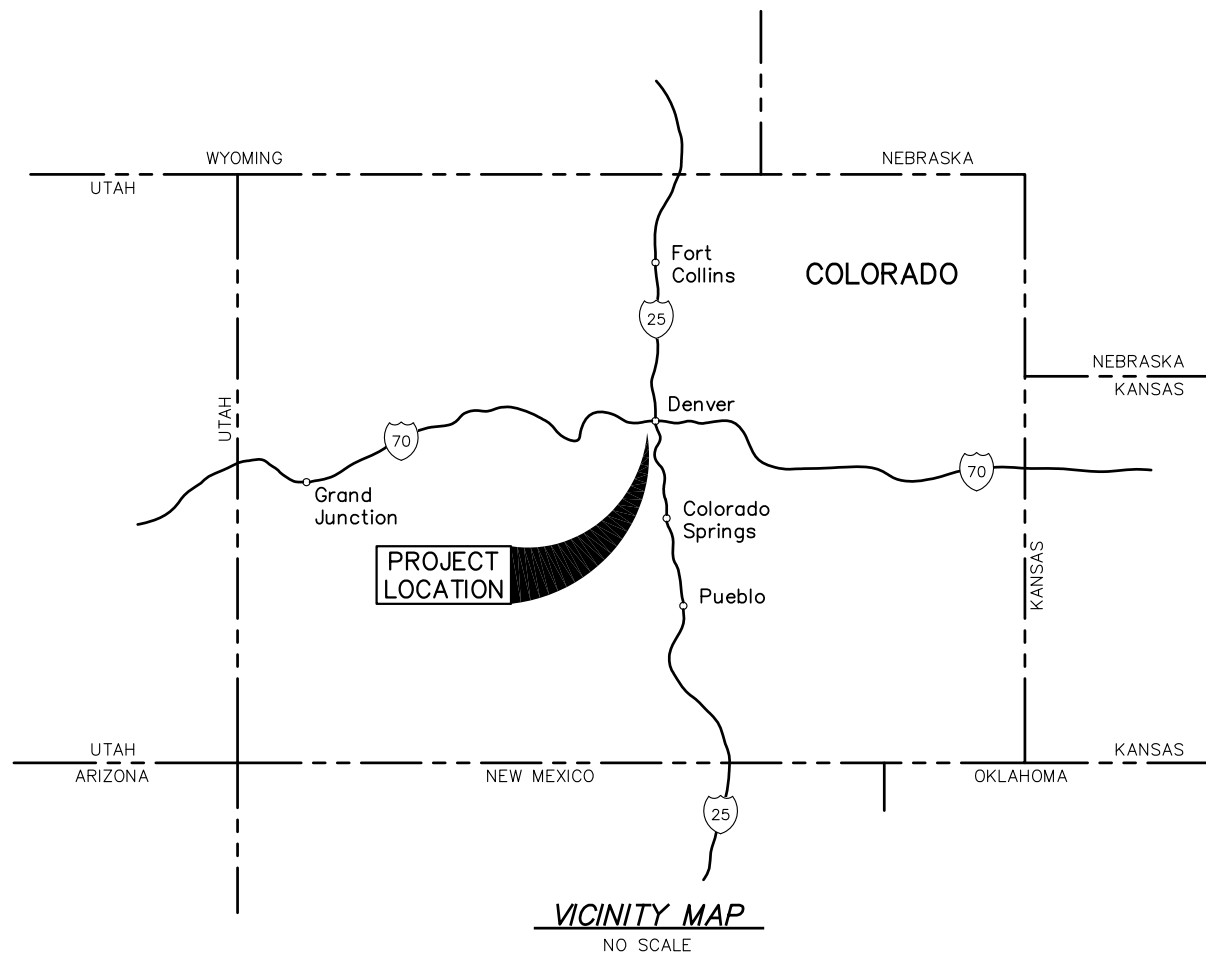
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DENVER WATER DENVER, COLORADO

STRONTIA SPRINGS RESERVOIR HYDROELECTRIC AND CONTROLS UPGRADE FERC PROJECT NO 6916



1600 West 12th Ave
Denver, Colorado 80204-3412
T: 303.628.6000
F: 303.628.6851
denverwater.org



STRONTIA SPRINGS RESERVOIR
HYDROELECTRIC AND CONTROLS UPGRADE
FERC PROJECT NO 6916

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△	1/08/18 ICD ATTACHMENT NO 3

No	Date	Description
REVISIONS		

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

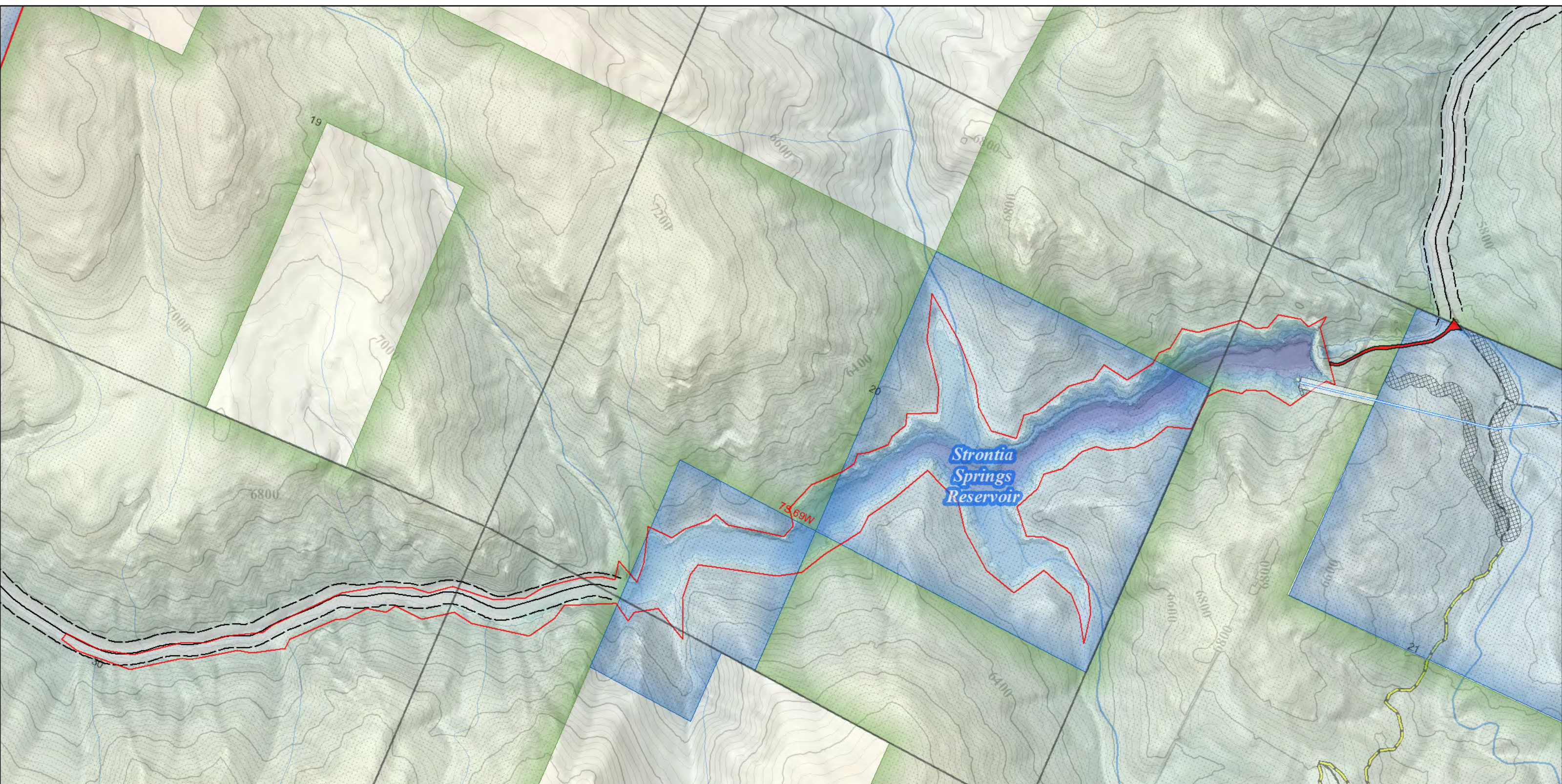
PT NO:
DRAWN BY: ROMERO/
CHKD BY: SALOMONSSON/
CHKD BY: KEILWITZ/
APPD BY:
DATE: JANUARY 2018


PROJECT DIRECTORY

OWNER:
DENVER WATER
1600 W 12TH AVE
DENVER, CO 80204
303-628-6000

PROJECT MANAGER:
BRIAN SALOMONSSON, PE
303-628-6074
brian.salomonsson@denverwater.org

DRAWING TITLE
PROJECT LOCATION MAP







DENVER WATER

Strontia Reservoir & FERC Boundary

Produced by: Denver Water Survey
 Date: Oct 2017
 Coordinate System: Modified State Plane Two Forks Grid
 Zone: Central
 Truncation North: 1500025
 Truncation East: 2999875
 Combined Scale Factor: 1.00037
 Units: Feet
 Author: Stone



<ul style="list-style-type: none"> Railroad ROW Railroad CL Conduit & ROW FERC Boundary Proposed FERC Boundary 	<ul style="list-style-type: none"> USFS Property Denver Water Property Easements Granted by DW Hiking Trails Colorado Trail 	 <p>0 800 1,600 3,200 Feet</p>
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ATTACHMENT 4

U.S. FOREST SERVICE EASEMENTS FOR DAM CONSTRUCTION AND ACCESS

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26.00

7804 386

1978 MAY 26 Fr. 1:02

FILE NO. 15

1-13

Recorded at 1:00 O'Clock M., APR 28 1978 County of Jefferson State of Co.

Reception No. 216316

CARROLL HIER

BOOK 330 PAGE 315

Recorder.

EASEMENT (Roads)

THIS EASEMENT, dated this 24th day of April, 1978 from the United States of America, acting by and through the Regional Forester for the Secretary of Agriculture, hereinafter called "Grantor," to the City and County of Denver, a municipal corporation of the State of Colorado acting through its Board of Water Commissioners, hereinafter called "Grantee."

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761), for roads over certain lands owned by the United States in the Counties of Jefferson and Douglas, State of Colorado and administered by the Forest Service, Department of Agriculture, hereinafter referred to as "roads."

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal easements received by Grantor, does hereby grant to Grantee, a non-exclusive easement for roads over and across the following described lands in the Counties of Jefferson and Douglas, State of Colorado:

Sixth Principal Meridian - Colorado

- T.7 S., R.69W.,
- Section 9: SW $\frac{1}{2}$ NW $\frac{1}{2}$, SW $\frac{1}{2}$
- Section 16: W $\frac{1}{2}$
- Section 21: NW $\frac{1}{2}$ NW $\frac{1}{2}$
- Section 29: NW $\frac{1}{2}$ NW $\frac{1}{2}$
- Section 30: W $\frac{1}{2}$ SW $\frac{1}{2}$

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon.

Said premises are more specifically identified by the attached centerline description contained in DR. 220, No. 21 entitled Platte Canyon 2nd Revised-Amended Access Road Right of Way, dated March 20, 1978, and in DR. 204, No. 15 entitled 4th Revised-Amended Map of Strontia Springs Diversion Reservoir, Dam, Conduit and Tunnel on the South Platte River in Jefferson and Douglas Counties, Colorado, Sheet 3 of 3, dated March 20, 1978.

Said premises shall be of variable width on each side of the centerline with such additional width as required for accommodation and protection of cuts, fills, and necessary turnouts. If the roads are located substantially as described herein, the centerline of said roads as constructed are hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent surveys of the roads show that any portion of the road, although located substantially as described, cross lands of the Grantor not described herein, the easement shall include the additional lands traversed.

The widths of the rights-of-way granted are as follows:

- a. Twenty-five feet each side of centerline for the Platte Canyon Access Road across the National Forest in Section 9 and 16, T.7 S., R.69 W., 6th P.M. together with the additional areas for road easement as shown in DR. 220, No. 21 above referred to.
- b. Fifty feet each side of centerline for the Dam Abutment Road across the National Forest in Sections 16 and 21, T.7 S., R.69 W., 6th P.M.
- c. Fifteen feet each side of centerline for the South Platte Access Road across the National Forest in Sections 29 and 30, T.7 S., R.69 W., 6th P. M. together with the additional areas for road easement as shown in DR. 220, No. 21 above referred to.

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This grant is made subject to the following conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

1. This grant is for a period of seventy-five (75) years ending on December 31, 2052, but is renewable provided the Grantee will comply with the then-existing rules and regulations governing the occupancy and use of National Forests.

2. All valid rights existing on the date of the grant.

3. Except as hereinafter limited, Grantee shall have the right to use the roads on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the construction, operation and maintenance of the Foothills Project, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the roads.

4. The easement herein granted is limited to use of the described rights-of-way for the purpose of construction, use, and maintenance of roads in accordance with approved plans, specifications, and Stipulation described in the following conditions and does not include the grant of any rights for non-road purposes or facilities:

- a. The design and construction of the roads situated on these rights-of-way shall be in accordance with approved plans and specifications, on file in the Regional Forester's office, and with the attached written Stipulation.
- b. Any reconstruction of the roads situated on these rights-of-way shall be in accordance with plans and specifications to be approved by the Grantor or its authorized representative, and the attached written Stipulation.
- c. A maintenance plan in sufficient detail to accomplish the maintenance objective will be mutually developed. The plan will usually be developed on an annual basis and will define the work character and the party responsible for performing the work. The cost of road maintenance shall be allocated to the Grantee and Grantor on the basis of their respective use of the roads.

5. Compliance with applicable water and air quality standards established by or pursuant to Federal or State law.

6. Compliance with applicable State standards for public health and safety, environmental protection, and siting, construction, operation and maintenance, if these State standards are more stringent than the applicable Federal standards for projects of the same or similar purpose as that authorized herein.

7. The rights-of-way granted herein shall not be conveyed, assigned, or otherwise transferred in whole or in part, without prior written approval of the Secretary of Agriculture or his delegate.

8. Upon revocation or termination of the right-of-way, unless the requirement is waived in writing, the Grantee shall, so far as it is reasonably possible to do so, restore the land to its original condition to the entire satisfaction of the Grantor.

9. Grantee shall pay the United States the full value for all injury or damages to Federal lands or other property of the United States caused by acts of the Grantee or by his employees, contractors, or employees of the contractors. The Grantee shall indemnify the United States against any liability for damage to life or property arising from the Grantee's authorized occupancy or use.

10. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the Grantor and decked along the road for disposal by the Grantor, unless other arrangements have been made with the Grantor.

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11. In the event that any of the lands included in this easement are required for hydroelectric or reclamation development, any structures or improvements placed thereon found to interfere with such development shall be removed or relocated as necessary to eliminate such interference at no cost to the United States, its permittees or licensees. If existing withdrawals for hydroelectric or reclamation purposes are revoked, this paragraph shall have no further effect.

12. The Grantee and Grantor shall join with the Bureau of Land Management to prepare and agree to a management plan for lands of the parties in Waterton Canyon affected by the Foothills Project. The plan will incorporate provisions for public use of the affected lands, maintenance of transportation facilities, resource management and such other items as may be necessary to carry out the mitigation measures of the final environmental statement for the Project.

13. Control and degree of use of the public on any portion of Grantee's owned or controlled property in the Waterton Canyon area (that area along the South Platte River extending from Chatfield Reservoir upstream to the Town of South Platte) will be consistent with a management plan to be jointly developed. Said plan will take into consideration the Grantee's structural facilities and necessary security measures to protect the integrity of said structures, and waterworks purposes of the Grantee.

14. Grantee will comply with the attached Stipulation as contained on the attached pages numbered 1 through 5, which are hereby made a part of this grant, and will be recorded in the public records of the Counties of Jefferson and Douglas in Colorado.

The foregoing notwithstanding, this easement is granted subject to the following reservations by the Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the roads without cost, except as provided in paragraph 4 c. on page 2 of this grant, for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled.

2. The right to cross and recross the premises and roads at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with the use of the roads.

3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

4. The right alone to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the right-of-way areas granted herein in such manner as will not unreasonably interfere with use of the roads.

5. The right of the Secretary, U.S. Department of Agriculture, to terminate or suspend, as appropriate, this easement, or any segment thereof, (1) upon abandonment, or, (2) for noncompliance with any provision of the aforesaid Act, condition of the right-of-way, or applicable rule or regulation of the Secretary after due notice and appropriate administrative proceedings as prescribed by law.

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IN WITNESS WHEREOF, the Regional Forester, Rocky Mountain Region has executed this easement for the Secretary, United States Department of Agriculture in behalf of the United States pursuant to authority delegated to him by the Secretary, by his letter dated April 18, 1978.

UNITED STATES OF AMERICA

By Craig W. Rupp
Regional Forester for the Secretary
U.S. Department of Agriculture

ACKNOWLEDGMENT

STATE OF COLORADO) ss:

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 24th day of April, 1978, by Craig W. Rupp.

WITNESS my hand and official seal.



Jean L. Meisenbach
Notary Public

My commission expires: 9/28/80

STIPULATION

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As referred to in Condition 14 of the road easement deed between the United States, acting through the Regional Forester for the Secretary of Agriculture, and the Grantee, the Grantee will carry out the terms of the following stipulation during the Construction Stage. The Construction Stage begins when construction activities are ready to commence on lands administered by the Forest Service. Construction Stage ends when the Forest Service and the Grantee mutually agree that any work done thereafter will be considered as maintenance, EXCEPT, that the Forest Service reserves the right to reinstate the terms of this Stipulation if the Grantee subsequently submits plans for reconstruction or alteration of the roads.

This Stipulation may be revised or amended by mutual consent of the Grantor and Grantee at any time for any purpose, including but not limited to adjusting to changed physical conditions in the land, water, air, wildlife, or other relevant environmental factors, or to correct an oversight. The Grantor and Grantee shall monitor the Grantee's operation and use of the rights-of-way throughout the life of the grant in a mutual endeavor to determine the feasibility and need for amending the existing Stipulation.

The following terms of this Stipulation apply to the Grantee:

1. (a) The Grantee shall comply with the Plans of Construction, Operation and Rehabilitation as approved and filed with the Grantor in compliance with Section 504(d) of P. L. 94-579 (43 USC 1764(d)). Said Plans shall be incorporated herein by reference and made a part of this grant. In the event of a conflict between any item in said Plans and the terms, conditions and Stipulation of this grant, the terms, conditions and Stipulation shall prevail unless otherwise determined by the Grantor or its authorized representative.

(b) The Grantee shall supplement the Plans of Construction, Operation and Rehabilitation at any time it is requested to do so by the Grantor or its authorized representative during the term of the grant or any renewals thereof.

Said supplemental plans can include, but are not limited to, blasting plans, fire plans, and landscape plans. Upon approval by the Grantor or its authorized representative, said supplemental plans shall automatically become a part of this Stipulation, and compliance by the Grantee with the approved supplemental plans shall become a part of the terms, conditions and Stipulation of this grant.

(c) The Grantee shall secure a permit from the Corps of Engineers as required by Section 404 of the Federal Water Pollution Act of 1972 (P.L. 92-500) before road construction is commenced.

(d) A pre-construction conference shall be held between representatives of the Bureau of Land Management, the U.S. Forest Service, and the Grantee at least seven days prior to commencement of construction.

2. The Grantee shall survey and clearly mark the exterior limits of the right-of-way prior to the commencement of construction or other surface or vegetation disturbing activities. Said marking shall be done utilizing staking, flagging, or some other method that will result in minimal environmental damage, and shall be done at frequent enough intervals to readily identify the exterior limits on the ground. All activities directly or indirectly associated with construction or maintenance of the rights-of-way granted herein must be conducted within the limits of the rights-of-way.

3. The Grantee shall locate, handle and store gas, oil, lubricants, and other non-hazardous and non-toxic liquids or materials in such a manner so as to prevent them from entering into and contaminating water sources and soils in the canyon. The Grantee shall not dispose of such materials in the canyon area but shall instead dispose of them at a sanitary landfill, operated in accordance with applicable Federal, State and local standards. No toxic or hazardous substances other than explosives are allowed.

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4. The Grantee shall equip each vehicle regularly assigned to the Foothills Project entering the canyon with hand tools, including a shovel and axe, for the purpose of fire suppression. The Grantee shall also establish and maintain two Forest Service standard 10-man fire caches, one near the dam site and one at Kassler. The Grantee shall insure that all construction equipment is provided with properly maintained spark arrestors as approved by the Grantor or its authorized representative in order to reduce the risk of man-caused fire.

5. For protection of wildlife resources in the Waterton Canyon area, the Grantee will require that its employees, including contractors and their employees, comply with State laws relating to the carrying and use of firearms or other weapons.

6. The Grantee shall transport, store, handle and use explosives and flammable materials in accordance with the Occupational Safety and Health Administration standards including Department of Transportation, Bureau of Alcohol, Tobacco and Firearms, and Mine Safety and Health Administration regulations and other applicable State of Colorado requirements. Where necessary, blasting operations will be subject to the use of "blankets" to protect the environment and/or public safety.

7. Prior to occupying or undertaking any ground-disturbing activities on lands covered under the provisions of this grant, the Grantee shall engage the services of a qualified professional archeologist (and a historian, when appropriate), acceptable to the Grantor or its authorized representative, to conduct a thorough and complete survey of areas to be disturbed for evidences of archeological or historic sites or materials. The Grantee shall provide a copy of the results of such survey for approval by the Grantor or its authorized representative prior to undertaking any ground-disturbing activities. Grantor acknowledges receipt of a copy of such survey.

8. The Grantee shall immediately bring to the attention of the Grantor or its authorized representative any and all antiquities or other objects of historic or scientific interest including, but not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as a result of operations under this grant. The Grantee shall immediately suspend all activities in the area of the object and shall leave such discoveries intact until told to proceed by the Grantor or its authorized representative. Notice to proceed will be based on evaluation of the cultural significance of the object. Evaluation will be by a qualified professional selected by the Grantor, from a Federal agency insofar as practicable. Where not practicable, the Grantee will bear the cost of the services of a non-Federal professional.

9. The Grantee shall comply with all provisions contained in the Memorandum of Understanding dated January 20, 1978, between the U. S. Forest Service and the Grantee. Said Memorandum of Understanding is hereby incorporated by reference and made a part of this grant. The Grantee shall also comply with all provisions contained in the Memorandum of Agreement executed by the Bureau of Land Management, the U. S. Forest Service, the Colorado State Historic Preservation Officer and the Advisory Council on Historic Preservation and concurred in by the Grantee in compliance with the National Historic Preservation Act of 1966 (16 USC 470 f) and Procedures for the Protection of Historic and Cultural Properties, 36 CFR 800. Said Memorandum of Agreement, dated February 28, 1978, is hereby incorporated by reference and made a part of this grant.

10. The Grantee shall protect all survey monuments, benchmarks, witness corners, reference and other monuments, and bearing trees against destruction, obliteration, and damage. If any monument or corner is in an area subject to disturbance or destruction, the monument will be referenced by a registered land surveyor in such a manner that it can be replaced within 0.1 foot of its original position and properly recorded in compliance with Colorado Revised Statutes 136-4-1 through 136-4-12.

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11. The Grantee shall bear the cost, not to exceed \$35,000 per year, of a study of the bighorn sheep and golden eagles in Waterton Canyon. The investigators will commence the study prior to construction and will monitor the effects of human activities on the sheep and eagles during the construction phase of the project. The study plan shall be presented to the Grantor or its authorized representative for approval after consultation with the U.S. Fish and Wildlife Service and the Colorado Division of Wildlife prior to the commencement of the study. In the event that, in the Grantor's judgement, after consultation with the Colorado Division of Wildlife, construction activities are adversely impacting the sheep and/or the eagles, the Grantee shall take those measures deemed necessary by the Grantor or its authorized representative to minimize or prevent the adverse impacts. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that artificial nesting structures need to be installed for the golden eagles, the cost for construction and installation of such structures shall be borne by the Grantee. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that the bighorn sheep should be removed from the area and transplanted elsewhere and then brought back after the project is complete, the cost for doing so shall be borne by the Grantee. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that the herd should survive as well as it can under the existing conditions, the Grantee shall bear the cost of replacing as much of the herd as is lost because of construction activities. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that other alternatives are necessary to prevent or minimize damage to the sheep or the eagles, the Grantee shall bear the expense of any such alternative(s) selected.

12. The Grantee shall leave the upper road open to reasonable public access from the county road at the South Platte townsite to the upper railroad bridge (Deansbury Bridge). The Grantee shall be allowed at the discretion of and with prior approval from the Grantor or its authorized representative to close this road to public access for limited periods should it be necessary to do so to protect and insure public health and safety.

13. The Grantee shall install security fences to effect closure of the the canyon at the upper railroad bridge (Deansbury Bridge) and shall affix warning signs at appropriate locations as determined by the Grantor or its authorized representative so that recreationists and construction personnel are adequately warned of the closure. The Grantee shall remove such fences and signs at the end of the construction phase of the project.

14. The Grantee shall provide an easement for and shall build a replacement public access trail not exceeding 5 miles in length or \$300,000 in cost to permit public passage around the Strontia Springs Dam and Reservoir. The final location and design of the trail will be subject to approval by the Grantor or its authorized representative. Upon final determination of the trail location, the Grantee will execute and deliver to the Grantor an easement for the trail in the attached format. The trail will be built with a minimum width of four feet for a walking surface, with grades not to exceed 15 percent, with drainage as determined necessary by the Grantor or its authorized representative to minimize the effects of erosion, and with sanitation facilities as determined necessary by the Grantor or its authorized representative. The Grantee shall complete the trail no later than the end of the construction phase of the project, unless the Grantor or its authorized representative approves an extension of time. Such extension of time shall be granted only if completion of construction of the trail is prevented by circumstances beyond the control of the Grantee.

15. Grantee shall spray the roads and staging area with water, Pentaprime, or any approved dust palliative, as directed by the Grantor or its authorized representative, to control dust from wind, vehicles and equipment.

16. In those locations where the Grantor deems it necessary, the Grantee shall install gabion wall sections required for adequate support or "keying" of the foundations of the roads or road structures.

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17. Maintenance of the entire roadway is the responsibility of the Grantee.

(a) For the roads downstream from the dam site, reconstruction and reconditioning shall consist of, but not be limited to the following steps:

1. All culvert pipes will be cleaned and/or replaced as needed.
2. Scarifying gravel surfacing and windrowing to side opposite ditch being reshaped to prevent contaminating aggregates.
3. Reshaping ditches, backslopes and inslopes using ditch materials to bring up sub-grade unless materials from ditch are not satisfactory for sub-grade; if unsatisfactory, then it will be windrowed and removed.
4. After completing step 3, move salvaged materials from step 2 to side completed and proceed with step 3 on the other side of the roadway.
5. Upon completion of step 3 on both sides of roadway, re-lay aggregate and add more gravel as necessary to provide all weather surface.
6. After grading, clean inlet basins of culvert pipes.

(b) From the upper railroad bridge (Deansbury Bridge) to the Town of South Platte the roadway will be maintained with as minimal upgrading as possible. The width of this road shall be limited to a fifteen-foot-wide maximum running surface, with exceptions permitted for turn-outs at the discretion of and with prior approval from the Grantor or its authorized representative. The Grantee will be allowed such additional width as the Grantor or its authorized representative determines necessary to permit the Grantee to clean debris from the stream, using equipment located on the road. The Grantee shall not be permitted to change the location of the existing centerline of the road without prior approval from the Grantor or its authorized representative.

After construction is completed, this portion of the road shall be minimally maintained to permit passage of emergency and reservoir maintenance vehicles in accordance with maximum and minimum standards specified by Grantor or its authorized representative.

18. Except where approved by the Grantor or its authorized representative, no material resulting from construction will be deposited in the river nor will fording of the river with construction equipment be permitted. Temporary bridges or other structures shall be used whenever stream crossings are necessary unless otherwise approved in writing by the Grantor or his authorized officer. Mechanized equipment will not be operated in the river except as required to construct channel changes and structures. Rivers, streams and impoundments shall be promptly cleared of all false work, piling, debris, or other obstructions placed therein or caused by the construction operations.

19. Before commencing construction, the Grantee shall, where possible, strip the topsoil from construction areas and stockpile such topsoil for use in rehabilitating disturbed areas. When construction is completed, construction areas shall be reshaped as much as possible, recovered with topsoil and revegetated by the Grantee to the specifications and approval of the Grantor or its authorized representative. The Grantee shall, if so directed by the Grantor or its authorized representative, scarify and leave irregular certain disturbed areas designated for such procedure by the Grantor or its authorized representative.

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20. The Grantee shall chip vegetative material six inches (6") or less in diameter generated by clearing the access road area and shall dispose of the chips as mulch to help reestablish vegetation, hold moisture in the soil, stabilize slopes and prevent erosion. In those areas where cleared vegetation is not available for chips, or where directed by the Grantor or its authorized representative, the Grantee shall use hydromulching of 1,400 pounds per acre of straw or hay to aid in revegetating disturbed areas, hold soil moisture, stabilize slopes and prevent erosion.

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21. All road structures will be designed and/or colored to be compatible with the landscape, giving due consideration to public health and safety.

22. The Grantee shall revegetate all cuts and fills to the satisfaction of the Grantor or its authorized representative. In order to adequately rehabilitate the disturbed areas, the Grantee shall revegetate all disturbed areas as many times and to the extent deemed necessary by the Grantor or its authorized representative. The species of plants to be used for revegetation and the exact mix to be used for each area will be determined by the Grantor or its authorized representative. Twelve pounds of pure live seed per acre will be applied by drilling as the preferred method. Eighteen pounds of pure live seed per acre will be applied if hydromulched. The Grantee shall uniformly broadcast or drill fertilizer at a rate not to exceed 50 pounds of available nitrogen per acre and 80 pounds of super phosphate per acre, or as directed by the Grantor or its authorized representative.

23. If the Grantor or its authorized representative determines that it is necessary in order to adequately rehabilitate the disturbed areas, the Grantee will be required to replace native vegetation of the mountain brush type. In such case, the Grantee shall use shrub wildings and/or containerized plant stock. The Grantee shall plant trees, shrubs or other plants in such a manner and in places as directed by the Grantor or its authorized representative and as many times and to the extent deemed necessary by the Grantor or its authorized representative.

24. No streamside riparian vegetation shall be cut or disturbed except where approved by the Grantor or its authorized representative.

25. Grantee shall appoint and maintain a local agent upon whom may be served written orders or notices respecting matters contained in this grant, and shall inform the Forest Supervisor, Pueblo, Colorado, in writing of the name and address of such agent. If a substitute agent is appointed, Grantee shall immediately so inform the Forest Supervisor.

The Grantor shall likewise appoint and maintain a representative with whom the Board of Water Commissioners will take up any matters pertaining to the Foothills project.

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SAMPLE OF TRAIL EASEMENT

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THIS EASEMENT, dated this _____ day of _____, 19____, from the City and County of Denver, a municipal corporation of the State of Colorado acting through its Board of Water Commissioners, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee."

WITNESSETH:

For and in consideration of the grant of an easement for a Dam, Reservoir, Conduit Tunnel and related structures from the United States of America, the Grantor hereby grants to the Grantee, its successors and assigns, an easement for access trail purposes, subject however to all the terms, conditions, and limitations hereinafter set forth. Such easement is located in, through, and over the following described lands lying and being in the County of Douglas and State of Colorado to wit:

A strip of land 8 feet in width being 4 feet on each side of the centerline across the following described tracts:

(Set forth legal description of constructed trail across private lands from a point on the Platte Canyon Access or Dam Abutment Road, around Reservoir to its tie in with the road leading from the Town of South Platte to the upper end of the Reservoir.)

The Grantor reserves the right to make use of the strip of land over and through which this easement is granted for its waterworks purposes. The Grantor also reserves the right to grant to others various rights in and along said strip of land in such manner as will not interfere unreasonably with use of the trail.

The acquiring agency is the Forest Service, Department of Agriculture.

IN WITNESS WHEREOF, the Grantee has executed the within instrument as of the day and year first above written.

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

ATTEST:

Secretary

By _____
President

APPROVED:

Director of Engineering and
Construction

Director of Plant

Legal Division

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STATE OF COLORADO)
) ss:
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 ____, by _____ as President, and _____ as Secretary of the Board of Water Commissioners of the City and County of Denver, a municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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Count Co

FILE NO. 13 DOC. NO. 24
BOOK 330 PAGE 326

NOTES

NOTE 1: ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING.

NOTE 2: THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING.

NOTE 3: THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING.

NOTE 4: THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING.

NOTE 5: THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING.

NOTE 6: THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING.

NOTE 7: THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING.

NOTE 8: THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING.

NOTE 9: THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING.

NOTE 10: THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROADWAY FROM THE POINT OF BEGINNING TO THE POINT OF ENDING.



STATION	RADIUS OF CURVE	BEARING	DISTANCE	STATION	RADIUS OF CURVE	BEARING	DISTANCE
0+00	1000.00	120.00°	100.00	1+00	1000.00	120.00°	100.00
0+10	1000.00	120.00°	100.00	1+10	1000.00	120.00°	100.00
0+20	1000.00	120.00°	100.00	1+20	1000.00	120.00°	100.00
0+30	1000.00	120.00°	100.00	1+30	1000.00	120.00°	100.00
0+40	1000.00	120.00°	100.00	1+40	1000.00	120.00°	100.00
0+50	1000.00	120.00°	100.00	1+50	1000.00	120.00°	100.00
0+60	1000.00	120.00°	100.00	1+60	1000.00	120.00°	100.00
0+70	1000.00	120.00°	100.00	1+70	1000.00	120.00°	100.00
0+80	1000.00	120.00°	100.00	1+80	1000.00	120.00°	100.00
0+90	1000.00	120.00°	100.00	1+90	1000.00	120.00°	100.00
1+00	1000.00	120.00°	100.00	2+00	1000.00	120.00°	100.00

STATION	RADIUS OF CURVE	BEARING	DISTANCE	STATION	RADIUS OF CURVE	BEARING	DISTANCE
1+00	1000.00	120.00°	100.00	2+00	1000.00	120.00°	100.00
1+10	1000.00	120.00°	100.00	2+10	1000.00	120.00°	100.00
1+20	1000.00	120.00°	100.00	2+20	1000.00	120.00°	100.00
1+30	1000.00	120.00°	100.00	2+30	1000.00	120.00°	100.00
1+40	1000.00	120.00°	100.00	2+40	1000.00	120.00°	100.00
1+50	1000.00	120.00°	100.00	2+50	1000.00	120.00°	100.00
1+60	1000.00	120.00°	100.00	2+60	1000.00	120.00°	100.00
1+70	1000.00	120.00°	100.00	2+70	1000.00	120.00°	100.00
1+80	1000.00	120.00°	100.00	2+80	1000.00	120.00°	100.00
1+90	1000.00	120.00°	100.00	2+90	1000.00	120.00°	100.00
2+00	1000.00	120.00°	100.00				

STATION	RADIUS OF CURVE	BEARING	DISTANCE	STATION	RADIUS OF CURVE	BEARING	DISTANCE
2+00	1000.00	120.00°	100.00	3+00	1000.00	120.00°	100.00
2+10	1000.00	120.00°	100.00	3+10	1000.00	120.00°	100.00
2+20	1000.00	120.00°	100.00	3+20	1000.00	120.00°	100.00
2+30	1000.00	120.00°	100.00	3+30	1000.00	120.00°	100.00
2+40	1000.00	120.00°	100.00	3+40	1000.00	120.00°	100.00
2+50	1000.00	120.00°	100.00	3+50	1000.00	120.00°	100.00
2+60	1000.00	120.00°	100.00	3+60	1000.00	120.00°	100.00
2+70	1000.00	120.00°	100.00	3+70	1000.00	120.00°	100.00
2+80	1000.00	120.00°	100.00	3+80	1000.00	120.00°	100.00
2+90	1000.00	120.00°	100.00	3+90	1000.00	120.00°	100.00
3+00	1000.00	120.00°	100.00				

STATION	RADIUS OF CURVE	BEARING	DISTANCE	STATION	RADIUS OF CURVE	BEARING	DISTANCE
3+00	1000.00	120.00°	100.00	4+00	1000.00	120.00°	100.00
3+10	1000.00	120.00°	100.00	4+10	1000.00	120.00°	100.00
3+20	1000.00	120.00°	100.00	4+20	1000.00	120.00°	100.00
3+30	1000.00	120.00°	100.00	4+30	1000.00	120.00°	100.00
3+40	1000.00	120.00°	100.00	4+40	1000.00	120.00°	100.00
3+50	1000.00	120.00°	100.00	4+50	1000.00	120.00°	100.00
3+60	1000.00	120.00°	100.00	4+60	1000.00	120.00°	100.00
3+70	1000.00	120.00°	100.00	4+70	1000.00	120.00°	100.00
3+80	1000.00	120.00°	100.00	4+80	1000.00	120.00°	100.00
3+90	1000.00	120.00°	100.00	4+90	1000.00	120.00°	100.00
4+00	1000.00	120.00°	100.00				

THE DENVER MUNICIPAL WATER WORKS ENGINEERING & CONSTRUCTION DIVISION

PLATTE CANYON

240 REVISED-ARMAGED ACCESS ROAD RIGHT-OF-WAY TO SEC 25, T.12N, R.97W (E.W. OF ARABIAN COOLIDGE)

SCALE: AS SHOWN ON SHEET 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

DATE: 10/15/2010

BY: [Signature]

FOR: [Signature]



ACCESS ROAD RIGHT OF WAY

BOUNDARY FOR NATIONAL FOREST

BOUNDARY BUREAU OF LAND MANAGEMENT PROPERTY

DENVER WATER DEPARTMENT PROPERTY

PRIVATE PROPERTY

City of Denver, Colorado

City and County of Denver acting by and through its Board of Water Commissioners

ATTEST: [Signature]

Secretary

This is to certify that City of Denver has authorized the Engineer to prepare the plan and specifications for the proposed right-of-way for the access road shown on this plan. The Engineer is authorized to accept the plan and specifications for the proposed right-of-way for the access road shown on this plan. The Engineer is authorized to accept the plan and specifications for the proposed right-of-way for the access road shown on this plan.

City of Denver, Colorado

City and County of Denver acting by and through its Board of Water Commissioners

ATTEST: [Signature]

Secretary

This is to certify that City of Denver has authorized the Engineer to prepare the plan and specifications for the proposed right-of-way for the access road shown on this plan. The Engineer is authorized to accept the plan and specifications for the proposed right-of-way for the access road shown on this plan. The Engineer is authorized to accept the plan and specifications for the proposed right-of-way for the access road shown on this plan.

EASEMENT (Dam, etc.)

THIS EASEMENT, dated this 16th day of August, 1978, from the UNITED STATES OF AMERICA, acting by and through the Regional Forester for the Secretary of Agriculture, hereinafter called "Grantor", to the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, hereinafter called "Grantee."

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 21, 1976, (90 Stat. 2776; 43 U.S.C. 1761), for a Reservoir, Dam, Conduit, Tunnel and related structures necessary for the diversion and storage of water over certain lands owned by the United States in the Counties of Jefferson and Douglas, State of Colorado and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee, an easement for a Reservoir, Dam, Conduit, Tunnel and necessary related structures on, over, and across the following described lands of the United States in the Counties of Jefferson and Douglas, State of Colorado:

Sixth Principal Meridian - Colorado

T. 7 S., R. 69 W.
Section 15: E $\frac{1}{2}$ NE $\frac{1}{4}$
Section 16: S $\frac{1}{2}$ S $\frac{1}{2}$
Section 21: W $\frac{1}{2}$ NW $\frac{1}{4}$
Section 29: W $\frac{1}{2}$ NW $\frac{1}{4}$

The area of this easement is limited to improvement areas specified on, (a.) sheets 1, 2, and 3 of the 4th Revised-Amended Map of Strontia Springs Diversion Reservoir, Dam, Conduit and Tunnel on the South Platte River in Jefferson and Douglas Counties, Colorado, dated March 20, 1978, except that the area identified on sheet 3 as the Dam Abutment Road is covered separately by an easement authorizing associated access roads; (b.) DR. 220 No. 21 dated March 20, 1978, and entitled Platte Canyon 2nd Revised-Amended Access Road Right-of-Way contains an enlargement detail showing the Cableway and Gaging Station rights-of-way being granted hereby. Copies of the above designated plats are attached and hereby made a part of this grant. The easement areas authorized herein are more particularly identified as follows:

a. Strontia Springs Reservoir and Dam	17.979 acres
b. Foothills Tunnel (4,390.46' long & 50' ea. side of centerline)	10.080 acres
c. Dam Outlet Works Area and Access Road thereto	6.300 acres
d. Cableway Right-of-Way	.160 acres
e. Gaging Station Right-of-Way	<u>.056 acres</u>
R-O-W TOTAL AREA =	34.575 acres

This grant is made subject to the following conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

1. This grant is issued for a period of 75 years ending December 31, 2052, but is renewable provided Grantee will comply with the then-existing rules and regulations governing the occupancy and use of National Forest lands.

2. This grant is made without charge, provided that charges for this use may be made or readjusted whenever necessary to place the charge on a basis commensurate with the fair market value of the use as required by regulations of the Secretary of Agriculture issued in accordance with P.L. 94-579. These regulations are being developed and this easement will be modified to incorporate an appropriate charge, if any, when those regulations are developed.

3. This grant is subject to all outstanding valid rights existing on the date of the grant.

4. The use of the premises and facilities authorized by this grant is limited to the diversion, storage and delivery of water to be treated in a water treatment plant to be constructed by the Grantee having a nominally-rated filtration capacity of 125 million gallons per day, utilizing no more than 17,664 square feet of filter beds. In the event that technological developments permit the treatment of more than 125 million gallons per day utilizing 17,664 square feet of filter beds or less, the limitation of delivery of 125 million gallons per day shall apply and control, subject to the understanding that on any given day, the actual operating capacity may vary as much as 100%; provided, further, that the average daily delivery of water through the Foothills Tunnel for each year shall not exceed 125 million gallons per day; provided, further, that this limitation does not preclude the use of the structures authorized herein on a temporary basis, with the prior approval of the Grantor or its authorized representative, to divert and carry water for the City of Aurora during times when its delivery system from Strontia Springs Reservoir is not fully operable.

The Grantee shall furnish to the Grantor upon request, records certified to be accurate, showing the amounts of raw water delivered and treated on a daily basis in the Foothills Treatment Plant.

The Grantee shall permit the Grantor ingress to and egress from the Foothills Treatment Plant facility during normal business hours for the purpose of monitoring the limitations imposed herein.

5. If at any time subsequent to this grant, the Grantee:

(a) Applies for a modification of this authorization to increase delivery of water to the Foothills Treatment Plant in any amount greater than specified in foregoing condition 4 of this grant; or

(b) Applies for any new grant, or an amendment of any other existing grant, or for any other type of authorization from the Grantor for the purpose of developing additional water facilities or water sources that use or impact Federal resources; then

the Grantee shall show the Grantor that an effective water conservation program for its service area, with definite goals and time schedules, has been implemented, with the support of the City and County of Denver, the Denver Regional Council of Governments and the State of Colorado. The water conservation program shall duly recognize the water management programs which currently exist or which may be developed or implemented during the terms of the grant or any renewal thereof for any portion of the Denver Region.

The Grantee is also required to furnish the Grantor, on request, accomplishment reports reflecting progress toward reaching objectives in the water conservation program.

As used in this condition, the service area of the Grantee includes all portions of that area to which the Grantee currently or at any time during the term of this grant or any renewals thereof supplies treated or raw water for municipal or industrial purposes.

As used in this condition, the Denver Region includes the City and County of Denver and the metropolitan portions of the surrounding counties of Adams, Arapahoe, Jefferson, Boulder, and Douglas that are reasonably integrated with the development of Denver.

As used in this condition, support means the continuing involvement of the City and County of Denver, Denver Regional Council of Governments, and the State of Colorado in developing and implementing a water conservation program. It does not necessitate approval of the program by those governmental entities. It recognizes the concern of the state and local government and stimulates their participation in water conservation planning.

6. This grant shall not be conveyed, assigned, or otherwise transferred in whole or in part; without prior written approval of the Secretary of Agriculture or his delegate.

7. (a) The Secretary of Agriculture may terminate, or when appropriate suspend, this easement or any segment thereof, (1) upon abandonment, (2) upon the occurrence of a fixed or agreed upon condition, event, or time, (3) for noncompliance with any provision of the aforesaid Act, condition of this grant, or applicable rule or regulation of the Secretary, after due notice and appropriate administrative proceedings as prescribed by law.

(b) Where a term or condition of this easement or the Stipulation made a part hereof has been used in this easement, and substantially the same provisions were used in the decision of the Bureau of Land Management of even date herewith bearing BLM designation Colorado 099597, or in the Forest Service easement dated April 24, 1978, for access road for this same project, or in the decision of the Bureau of Land Management of April 24, 1978, bearing BLM designation Colorado 22081 for access road for this same project, a duplication of obligations or provisions is not thereby effected; rather it is only the same or substantially the same obligation or provision that is being set forth in the various grants; except that any obligation to obtain approval from the respective agencies is a separate obligation.

8. Upon abandonment, revocation or termination of this grant, unless the requirement is waived in writing, the Grantee shall, so far as it is reasonably possible to do so, restore the land to its original condition to the entire satisfaction of the Grantee.

9. The conditions set forth below shall attach to and run with the land.

The described property and its appurtenant areas and its structures and facilities whether or not on the land therein granted will be operated as part of the City and County of Denver Water System in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

The United States shall have the right to judicial enforcement of these conditions not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein conveyed.

In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above described property shall, at the option of the Grantor, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property; provided, however, that the failure of the Grantor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. The procedures applicable to the foregoing shall be in accordance with 7 CFR 15 and other pertinent laws and regulations.

10. (a) Grantee shall comply with applicable water and air quality standards established by or pursuant to Federal or State law.

(b) The Grantee shall comply with applicable State standards for public health and safety, environmental protection, and siting, construction, operation and maintenance, if these State standards are more stringent than the applicable Federal standards for projects of the same or similar purpose as that authorized herein.

11. Grantee shall pay the United States the full value for all injury or damages to Federal lands or other property of the United States caused by acts of the Grantee or by his employees, contractors, or employees of the contractors. The Grantee shall indemnify the United States against any liability for damage to life or property arising from the Grantee's authorized occupancy or use.

12. The Grantee shall replace in kind or assume responsibility for expense of moving and relocating any fences, buildings, or other structures as might be made necessary by this grant and shall build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under this grant.

13. The Grantee shall take such soil and resource conservation and protection measures, including weed control, on the land covered by this grant as the Grantor or its authorized representative may request.

14. The Grantee shall not use chemical materials to control undesirable weedy and herbaceous vegetation, aquatic plants, insects, rodents, fish, and other pests provided the Grantee may use chemicals to control algae in the reservoir in a manner consistent with accepted waterworks practice with prior approval of Grantor.

15. The Grantee shall take action, both independently and on request of any duly authorized representative of the United States, to prevent and suppress fires on or near the lands to be occupied under this grant, including making available such construction and maintenance forces as may be reasonably obtainable for the suppression of such fires.

16. The Grantee shall notify the Forest Service representative in charge of any merchantable timber to be cut, removed, or destroyed in the construction and maintenance of the project, and shall pay the United States after approval and in advance of cutting such sum of money as the United States representative may determine to be the full stumpage value of the timber to be so cut, removed, or destroyed.

17. The Grantee shall have the structures inspected annually and after each major flood that overflows the spillways. The inspection shall be made by a qualified engineer to ensure protection to the structures. Repairs shall be made in accordance with recommendations by the inspecting engineer. A qualified engineer is one authorized to practice engineering in the State either by reason of his employment by the State or Federal Government or by registration as provided by law of the State. The engineer shall sign a written report of said inspection. Three copies of each report shall be mailed to the Forest Supervisor of the Pike and San Isabel National Forests.

18. The Grantee further agrees that Forest Service representatives may inspect the structures at any time and if not satisfied with the then-existing protection to control soil erosion on the dam and in and below the spillway to streambed, upon written notice thereof, the Grantee shall take action to provide protection to control erosion. If the Forest Service is not satisfied with any safety, operation, maintenance, or other feature or physical condition of the structures and appurtenances, upon a finding and written notice thereof, the Grantee shall comply with a request to correct, adjust, or change same.

19. Upon demand, the Grantee shall pay to the United States such sums as the Grantor shall determine to be required to reimburse the United States for all extraordinary administrative and other costs incurred directly or indirectly by the United States in inspection and monitoring the construction, operation, and termination of the facilities pursuant to this easement.

20. (a) The Grantee and Grantor shall join with the Bureau of Land Management to prepare and agree to a management plan for lands of the parties in Waterton Canyon affected by the Foothills Project. The plan will incorporate provisions for public use of the affected lands, maintenance of transportation facilities, resource management and such other items as may be necessary to carry out the mitigation measures of the final environmental statement for the Project.

(b) Control and degree of use of the public on any portion of Grantee's owned or controlled property in the Waterton Canyon area (that area along the South Platte River extending from Chatfield Reservoir upstream to the Town of South Platte) will be consistent with a management plan to be jointly developed. Said plan will take into consideration the Grantee's structural facilities and necessary security measures to protect the integrity of said structures, and waterworks purposes of the Grantee.

21. Grantor reserves the right to perform any portion or requirement of any of the conditions or the Stipulations as specified herein upon failure of the Grantee to perform in a timely fashion as directed by Grantor or its authorized representative. The cost of any such performance shall be billed to Grantee plus reasonable administrative and collection fees.

22. The Grantor in addition to its other rights not specifically enumerated herein, reserves the right of occupancy and use for itself, its permittees, contractors and the public without charge and without the consent of the Grantee, to any part of this grant across land of the United States within the exterior boundaries of said National Forest including the right to grant additional easements or permits for compatible purposes on, over, under or adjacent hereto when not inconsistent with the enjoyment of said grant by the applicant. It is further understood that management of the surface of the grant above the Foothills Tunnel authorized by this easement shall remain with the United States as long as such management does not interfere with the Grantee's use of the area.

23. In the event the withdrawn lands included in this grant are required for waterpower purposes under the Act of March 3, 1879, or Act of June 25, 1910, or for reclamation purposes under the Reclamation Act of June 17, 1902, any structures or improvements placed thereon found to interfere with such development shall be removed or relocated as necessary by the Grantee to eliminate such interference at no cost to the United States, its permittees or licensees. If existing withdrawals for hydroelectric or reclamation purposes are revoked, this paragraph shall have no further effect. Provided further that the Grantee, its successors or assigns, shall not undertake the development of hydro-electric power in connection with its Foothills Project without first obtaining a license pursuant to the Federal Power Act authorizing such power development.

24. Grantee will comply with the attached Stipulation as contained on the attached pages numbered 1 through 5, which are hereby made a part of this grant, and will be recorded in the public records of the Counties of Jefferson and Douglas in Colorado.

IN WITNESS WHEREOF, the Regional Forester, Rocky Mountain Region has executed this easement for the Secretary, United States Department of Agriculture in behalf of the United States pursuant to authority delegated to him by the Secretary, by his letter dated April 18, 1978.

UNITED STATES OF AMERICA

By *Craig W. Rupp*
Regional Forester for the Secretary
U.S. Department of Agriculture

ACKNOWLEDGEMENT

STATE OF COLORADO) ss:..

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 16th day
of August, 1978, by *Craig W. Rupp*.

WITNESS my hand and official seal.

Jean L. Meisenbach
Notary Public

My commission expires: 9/28/80

STIPULATION

As referred to in Condition 24 of the dam, reservoir, etc., easement deed between the United States, acting through the Regional Forester for the Secretary of Agriculture, and the Grantee, the Grantee will carry out the terms of the following Stipulation during the Construction Stage. The Construction Stage begins when construction activities are ready to commence on lands administered by the Forest Service. Construction Stage ends when the Forest Service and the Grantee mutually agree that any work done thereafter will be considered as maintenance, EXCEPT, that the Forest Service reserves the right to reinstate the terms of this Stipulation if the Grantee subsequently submits plans for reconstruction or alteration of the project works covered by the aforesaid easement.

This Stipulation may be revised or amended by mutual consent of the Grantor and Grantee at any time for any purpose, including but not limited to adjusting to changed physical conditions in the land, water, air, wild-life, or other relevant environmental factors, or to correct an oversight. The Grantor and Grantee shall monitor the Grantee's operation and use of the grant throughout the life of the grant in a mutual endeavor to determine the feasibility and need for amending the existing Stipulation.

The following terms of this Stipulation apply to the Grantee:

1. (a) The Grantee shall comply with the Plans of Construction, Operation and Rehabilitation as approved and filed with the Grantor in compliance with Section 504(d) of P. L. 94-579 (43 U.S.C. 1764(d)). Said Plans shall be incorporated herein by reference and made a part of this grant. In the event of a conflict between any item in said Plans and terms, conditions, and Stipulation of this grant, the terms, conditions, and Stipulation shall prevail unless otherwise determined by the Grantor or its authorized representative.

(b) The Grantee shall supplement the Plans of Construction, Operation and Rehabilitation at any time it is requested to do so by the Grantor or its authorized representative during the term of the grant or any renewals thereof.

Said supplemental plans can include, but are not limited to, blasting plans, turbidity control plans, fire plans, and landscape plans. Upon approval by the Grantor or its authorized representative, said supplemental plans shall automatically become a part of this Stipulation, and compliance by the Grantee with the approved supplemental plans shall become a part of the terms, conditions and Stipulation of this grant.

(c) The Grantee shall secure a permit from the Corps of Engineers as required by Section 404 of the Federal Water Pollution Act of 1972 (P.L. 92-500) before starting construction under the terms of this grant.

(d) The Grantee shall call for a preconstruction conference to be held between the Grantee and representatives of the Bureau of Land Management, and the U. S. Forest Service, at least seven days prior to commencement of construction.

2. The Grantee shall protect all survey monuments, benchmarks, witness corners, reference and other monuments, and bearing trees against destruction, obliteration, and damage. If any monument or corner is in an area subject to disturbance or destruction, the monument will be referenced by a registered land surveyor in such a manner that it can be replaced within 0.1 foot of its original position and properly recorded in compliance with Colorado Revised Statutes 38-53-101 through 38-53-112(1973).

3. The Grantee shall survey and clearly mark the exterior limits of the rights-of-way prior to commencement of construction or other surface or vegetation disturbing activities. Said marking shall be done utilizing staking, flagging, or some other method that will result in minimal environmental damage, and shall be done at frequent enough intervals to readily identify the exterior limits on the ground. All activities directly or indirectly associated with construction or maintenance of the easements granted herein must be conducted within the limits of the grant.

4. For protection of wildlife resources in the Waterton Canyon area, the Grantee will require that its employees, including contractors and their employees, comply with State laws relating to the carrying and use of firearms or other weapons.

5. The Grantee shall bear the cost, not to exceed \$35,000 per year, of a study of the bighorn sheep and golden eagles in Waterton Canyon. The investigators will commence the study prior to construction and will monitor the effects of human activities on the sheep and eagles during the construction phase of the project. The study plan shall be presented to the Grantor or its authorized representative for approval after consultation with the U.S. Fish and Wildlife Service and the Colorado Division of Wildlife prior to the commencement of the study. In the event that, in the Grantor's judgment, after consultation with the Colorado Division of Wildlife, construction activities are adversely impacting the sheep and/or the eagles, the Grantee shall take those measures deemed necessary by the Grantor or its authorized representative to minimize or prevent the adverse impacts. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that artificial nesting structures need to be installed for the golden eagles, the cost for construction and installation of such structures shall be borne by the Grantee. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that the bighorn sheep should be removed from the area and transplanted elsewhere and then brought back after the project is complete, the cost for doing so shall be borne by the Grantee. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that the herd should survive as well as it can under the existing conditions, the Grantee shall bear the cost of replacing as much of the herd as is lost because of construction activities. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that other alternatives are necessary to prevent or minimize damage to the sheep or the eagles, the Grantee shall bear the expense of any such alternative(s) selected.

6. The Grantee shall leave the upper road open to reasonable public access from the county road at the South Platte townsite to the upper railroad bridge (Deansbury Bridge). The Grantee shall be allowed, at the discretion of and with prior approval from the Grantor or its authorized representative, to close this road to public access for limited periods during the construction phase of the project, should it be necessary to do so to protect and insure public health and safety.

7. The Grantee shall install security fences to effect closure of the canyon at the upper railroad bridge (Deansbury Bridge) and shall affix warning signs at appropriate locations as determined by the Grantor or its authorized representative so that recreationists and construction personnel are adequately warned of the closure. The Grantee shall remove such fences and signs at the end of the construction phase of the project.

8. The Grantee shall develop, implement and operate a water management plan to provide water flows in the South Platte River to maintain and enhance fishery habitat downstream from the Strontia Springs Dam to Chatfield Reservoir. The said water management plan shall be to provide average daily flows of 60 cfs (cubic feet per second) from May 15 to September 15 of each year and average daily flows of 30 cfs from September 16 of each year to May 14 of the next year thereafter. Should the approved water management plan utilize Chatfield Reservoir for storage of water bypassed by the Grantee, to the extent the Grantor determines that the stored waters enhance recreational, aquatic habitat and conservation pool levels, the U. S. will partially offset storage costs assessed to the Grantee to the fullest extent permitted by law. The plan shall deal with the matter of obtaining necessary approvals, allocation and ownership of storage rights in Chatfield Reservoir, allocation of costs, and related matters.

The Grantee shall obtain approval of the water management plan from the Grantor prior to start of construction of the Strontia Springs Dam, conduit and tunnel authorized by this grant. The Grantor shall not unnecessarily delay in consideration of the plan, but shall obtain review and comment by the Corps of Engineers and the State of Colorado prior to approval. Upon approval by the Grantor, said water management plan shall automatically become a part of the terms, conditions, and stipulations of this grant.

The Grantee shall implement the approved plan prior to its use of the Strontia Springs Dam and Foothills Tunnel for water diversion purposes. Any exceptions to the flows specified in the plan may be allowed only at the discretion of and with prior approval from the Grantor.

9. The Grantee shall develop and fund a stream improvement program between the Strontia Springs Dam and Kassler Treatment Plant, which program shall consist of installation of log weirs, deflector configurations, braided stream sections and random rock placements. This program shall be developed by the Grantee and approved by the Grantor after consultation with the U.S. Fish and Wildlife Service and the Colorado Division of Wildlife. The Grantee shall submit plans for the program for such approval by the end of the construction phase of the project and shall completely implement the program no later than two years after construction is completed, unless extension of time is approved by Grantor because of delays to the Grantee in securing required authorizations or other valid reasons.

10. The Grantee shall locate, handle and store gas, oil, lubricants and other non-hazardous and non-toxic liquids or materials in such a manner so as to prevent them from entering into and contaminating water sources and soils in the canyon. The Grantee shall not dispose of such materials in the canyon area, but shall instead dispose of them at a sanitary landfill, operated in accordance with applicable Federal, State and local standards. No toxic or hazardous substances other than explosives are allowed.

11. The Grantee shall transport, store, handle and use explosives and flammable materials in accordance with the Occupational Safety and Health Administration standards including Department of Transportation, Bureau of Alcohol, Tobacco and Firearms, and Mine Safety and Health Administration regulations and other applicable State of Colorado requirements. Where necessary, blasting operation will be subject to the use of "blankets" to protect the environment and/or public safety.

12. The Grantee shall equip each vehicle regularly assigned to the Foothills Project entering the canyon with hand tools, including a shovel and axe, for the purpose of fire suppression. The Grantee shall also establish and maintain two Forest Service standard 10-man fire caches, one near the dam site and one at Kassler. The Grantee shall insure that all construction equipment is provided with properly maintained spark arrestors as approved by the Grantor or its authorized representative in order to reduce the risk of man-caused fire.

13. Except where approved by the Grantor or its authorized representative, no material resulting from construction will be deposited by the Grantee in the South Platte River, nor will fording of the river with construction equipment be permitted. Temporary bridges or other structures shall be used whenever stream crossings are necessary unless otherwise approved in writing by the Grantor or his authorized officer. Mechanized equipment will not be operated in the river except as required to construct channel changes and structures. Rivers, streams and impoundments shall be promptly cleared of all false work, piling, debris, or other obstructions placed therein or caused by the construction operations.

14. The Grantee shall spray the roads and staging area with water, Pentaprime, or any approved dust palliative, as directed by the Grantor or its authorized representative, and in conformity with applicable State regulations, to control dust from wind, vehicles and equipment.

15. The Grantee shall immediately bring to the attention of the Grantor or its authorized representative any and all antiquities or other objects of historic or scientific interest including, but not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as a result of operations under this grant. The Grantee shall immediately suspend all activities in the area of the object and shall leave such discoveries intact until told to proceed by the Grantor or its authorized representative. Notice to proceed will be based on evaluation of the cultural significance of the object. Evaluation will be by a qualified professional selected by the Grantor, from a Federal agency insofar as practicable. Where not practicable, the Grantee will bear the cost of the services of a non-Federal professional.

16. The Grantee shall comply with all provisions contained in the Memorandum of Understanding, dated January 20, 1978, between the U. S. Forest Service and the Grantee. Said Memorandum of Understanding is hereby incorporated by reference and made a part of this grant. The Grantee shall also comply with all provisions contained in the Memorandum of Agreement executed by the Grantee, the Bureau of Land Management, the U. S. Forest Service, the Colorado State Historic Preservation Officer and the Advisory Council on Historic Preservation in compliance with the National Historic Preservation Act of 1966 (16 U.S.C. 470 f) and Procedures for the Protection of Historic and Cultural Properties, 36 CFR 800. Said Memorandum of Agreement, dated February 28, 1978, is hereby incorporated by reference and made a part of this grant.

17. Prior to undertaking any ground-disturbing activities on lands which contain fossil-bearing formations within the treatment plant site area and along Conduit No. 26, the Grantee shall engage the services of a qualified vertebrate paleontologist, acceptable to the Grantor or its authorized representative, to conduct a survey of areas to be disturbed for evidence of paleontological resources. The Grantee shall provide a copy of the results of such survey for approval by the Grantor or its authorized representative prior to undertaking any ground-disturbing activities.

18. The Grantee shall limit the clearing of vegetation within the reservoir area to a maximum elevation of 6,010 feet of elevation MSL (Mean Sea Level). Exceptions to this clearing limitation will be allowed with prior approval for stabilization of slopes and to minimize the effect of sloughing.

19. The Grantee will include the following provisions in the plans referred to in item 1(b) of this Stipulation:

(a) Mulching - where practicable, the Grantee shall chip the vegetative material six inches (6") or less in diameter generated by clearing the reservoir area and shall dispose of the chips as mulch in the cleared area between the MSL elevations of 6,002 and 6,010 feet to help re-establish vegetation, hold moisture in the soil and prevent erosion. In those areas where cleared vegetation is not available for chips and as provided in the plans, the Grantee shall use hydromulching of 1,400 pounds of straw or hay per acre to aid in revegetating disturbed areas, hold soil moisture and prevent erosion.

(b) Topsoil utilization - before commencing construction, the Grantee shall strip the topsoil from all construction areas (including the tunnel muck disposal site and the east portal area, the area along Conduit No. 26 and the Aurora intertie conduit) and stockpile such topsoil for use in rehabilitating disturbed areas. The Grantee shall strip and stockpile topsoil, reshape disturbed areas, recover disturbed areas with stockpiled topsoil, and seed land around the treatment plant complex on approximately 80 acres. Stockpiled soil and chips shall be protected from weather elements by covering or seeding.

(c) Revegetation - When construction is completed, all disturbed areas shall be reshaped as much as possible, recovered with topsoil and revegetated by the Grantee. The Grantee may, if provided in the plans, scarify and leave irregular certain disturbed areas designated in the plans. In order to adequately rehabilitate the disturbed areas, the Grantee shall revegetate all disturbed areas as many times and to the extent deemed necessary to secure a satisfactory ground cover. The species of plants to be used for revegetation and the exact mix to be used for each area will be specified in the plans. Twelve pounds of pure live seed per acre will be applied by drilling as the preferred method. Eighteen pounds of pure live seed per acre will be applied if hydromulched. The Grantee shall uniformly broadcast or drill fertilizer at a rate not to exceed 50 pounds of available nitrogen per acre and 80 pounds of super phosphate per acre, or as provided in the plans.

The plans will provide that if Grantor or its authorized representative determines that it is necessary in order to adequately rehabilitate the disturbed areas, the Grantee will be required to replace native vegetation of the mountain brush type. In such case, the Grantee shall use shrub wildings and/or containerized plant stock. The Grantee shall plant trees, shrubs, or other plants in such a manner and in places as provided in the plans.

At the 80 acre treatment plant site, the Grantee will landscape the four acres immediately surrounding the treatment plant complex with lawns, trees and ornamental shrubs with a fixed irrigation system. The Grantee shall revegetate the remaining 76 acres with native plants to provide a natural appearance as provided in the plans, and need not install an irrigation system.

20. Where determined by the Grantor, the Grantee shall paint and maintain all permanent above ground structures and all permanent exposed concrete with colors that are compatible with the surrounding landscape. This provision shall not apply to the dam and intake structures. Unnatural colors shall be avoided unless required for warning signs or signals, in which case only the minimum area required by safety regulations shall be painted the safety color,

21. (a) Prior to commencing construction, the Grantee shall monitor the dam site for possible microearthquake activity. Such preconstruction monitoring shall consist of a minimum of one seismometer monitoring the construction site for a minimum of six months. The Grantee shall provide a monthly report to the Grantor or its authorized representative containing a complete analysis of the seismic data collected by said monitoring. If at any time the monitoring yields a reasonable indication of local microearthquake activity, or if directed by the Grantor or its authorized representative, the Grantee shall expand the monitoring network to a minimum of seven seismometers so as to accurately locate and fix the depth of hypocenter of such local microearthquakes.

(b) Prior to the initial filling of the reservoir, the Grantee shall provide the Grantor or its authorized representative for approval a contingency plan, setting forth measures the Grantee will take should filling the reservoir generate abnormal earthquake activity. During the initial filling of the reservoir, the Grantee shall monitor seismic activity with a network of at least seven seismometers. If at any time during the initial filling of the reservoir this monitoring indicates an abnormal increase or localization of seismic activities, the Grantee shall immediately cease filling the reservoir and take those measures approved by the Grantor or its authorized representative in the plan mentioned above, including lowering the reservoir level should the Grantor or its authorized representative determine that it is necessary.

22. The Grantee shall prepare and submit to the Forest Service an "Emergency Action Plan" for possible dam failure that meets all the requirements of the Federal Energy Regulatory Commission (FERC) for licensed hydroelectric project dams including specific actions to be taken for protection and evacuation of all persons in the Waterton Canyon area below the dam site if the integrity of the dam structure is threatened.

23. No storage of water on the National Forest lands covered by this grant shall be made by the Grantee until the facilities have been constructed in accordance with the approved plans and specifications, the Grantee has submitted certification thereof by a registered professional engineer, and the Grantee has received written approval from the Forest Service.

24. Grantee shall appoint and maintain a local agent upon who may be served written orders or notices respecting matters contained in this grant, and shall inform the Forest Supervisor, Pueblo, Colorado, in writing of the name and address of such agent. If a substitute agent is appointed, Grantee shall immediately so inform the Forest Supervisor.

The Grantor shall likewise appoint and maintain a representative with whom the Board of Water Commissioners will take up any matters pertaining to the Foothills Project.

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Recorder. BOOK 330 PAGE 296



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

CO-946

C-22081-RW

COLORADO STATE OFFICE
ROOM 700, COLORADO STATE BANK BUILDING
1600 BROADWAY
DENVER, COLORADO 80202

DECISION

RIGHT-OF-WAY GRANTED

THIS RIGHT-OF-WAY, dated this 24th day of April, 1978, from the United States of America, acting by and through the Bureau of Land Management, Department of the Interior, hereinafter called "Grantor", to the City and County of Denver, acting by and through its Board of Water Commissioners, hereinafter called "Grantee";

WITNESSETH:

WHEREAS, Grantee has applied for a right-of-way grant pursuant to Title V, Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2743, 2776-2782; 43 U.S.C. 1701, 1761-1771) for a road over certain Public Lands owned by the United States in the Counties of Jefferson and Douglas, State of Colorado, and administered by the Bureau of Land Management, Department of the Interior;

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal rights-of-way received by the United States, acting by and through the Secretary, U.S. Department of Agriculture, and for other good and valuable consideration, does hereby grant to the Grantee, its successors and assigns, pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), as amended, a right-of-way, the details of which are shown below.

Details of Grant

- A. Serial number of grant: Colorado 22081
- B. Name of grantee: City and County of Denver, State of Colorado, Acting by and through its Board of Water Commissioners
- C. Map, as designated by the grantee, showing location and dimensions of grant: PLATTE CANYON, 2nd Revised-Amended Access Road Right-of-Way
Sec. 5, T. 7 S., R. 69 W.
(S.W. of Kassler Colo.)
to Sec. 25, T. 7 S., R. 70 W.
(N.E. of South Platte Colo.)
Dr. 220 No. 21



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FILE NO. 15 DOC. NO. 22
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Number of sheets: One
Date filed: March 23, 1978 2

D. Permitted use by grantee:
Type of use: Construction and/or maintenance of access road, as hereinafter specified.
Total width of right-of-way: Fifty feet, 25 feet on each side of centerline, from station 210+51.00 to station 273+39.89; 30 feet, 15 feet each side of centerline, for remainder of road located on Public Land with exceptions for turnouts permitted at those locations specified on the map in Note D. Size of facilities to be constructed within right-of-way area is limited to those hereinafter specified.

E. Authority for grant: Title V, Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2743, 2776-2782; 43 U.S.C. 1701, 1761-1771)

F. Regulations applicable to grant: 43 CFR 2800

G. Expiration date of grant: December 31, 2052

H. Required Fair Market Value Payment: Grantee rental exempt

Terms and Conditions of Grant

The right-of-way granted herein is an easement issued pursuant to the statutory authority cited above; does not give the Grantee any estate of any kind in fee in the lands; nor does it convey an interest in the land other than a non-exclusive right to construct, operate, and maintain on public lands only those facilities represented and at the location(s) shown on the hereinabove designated map; and is subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the group specified above.

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3

3. The provisions, limitations, and conditions of Title V of the Federal Land Policy and Management Act of 1976 (90 Stat. 2743; 2776-2782; 43 U.S.C. 1701, 1761-1771).
4. Surveying and clearly marking the exterior limits of the right-of-way prior to the commencement of construction or other surface or vegetation disturbing activities. Said marking shall be done utilizing flagging, or some other method that will result in minimal environmental damage, and shall be done at frequent enough intervals to readily identify the exterior limits on the ground. All activities directly or indirectly associated with construction or maintenance of the right-of-way granted herein must be conducted within the limits of the right-of-way.
5. Compliance with the terms, conditions and attached special stipulations, as contained in the attached pages numbered 1 through 12, and which are hereby made a part of this right-of-way grant. The attached terms, conditions, and stipulations apply to all federal and non-federal lands in the Foothills Project Area.
6. Filing proof of construction within 90 days after completion of construction or after all restoration stipulations have been complied with, whichever is later, but in no event to exceed five (5) years from the date of this decision.
7. The right to file an application for and obtain renewal upon expiration of this grant if the project is in operation at that time and if the grantee has fully complied with the terms, conditions, and stipulations contained herein. If renewed, the right-of-way will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary by Grantor or its authorized representative in order to protect the environment and the public interest.
8. Suspension or termination for abandonment of the right-of-way or for non-compliance with the terms, conditions, and stipulations contained herein or applicable regulations upon a finding by an authorized officer of the Bureau of Land Management that grounds for such termination or suspension exist and that such action is justified. Said termination or suspension shall occur only after: (a) the holder of the right-of-way is given due notice; (b) the holder is provided a reasonable opportunity to resume use of the right-of-way or to comply with the terms, conditions, stipulations and regulations; and (c) an opportunity for an appropriate administrative proceeding is held pursuant to Title 5, United States Code, Section 554.

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9. If the Grantor determines that an immediate temporary suspension of activities within the right-of-way for violation of its terms and conditions is necessary to protect public health or safety or the environment, he may abate such activities prior to an administrative proceeding. 4
10. A rebuttable presumption of abandonment for failure to use this right-of-way for the purpose granted, issued or renewed, for any continuous five-year period.
11. The right of the Secretary of the Interior, or his lawful delegate, to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the right-of-way area granted herein in a manner that will not unreasonably interfere with the Grantee's use of the right-of-way.
12. The right of occupancy and use by the United States, its permittees, licensees and assigns, without charge and without consent of the grantee, of any part of the access road authorized by this grant and located on federal land, to permit free and unrestricted access in, through, and across said right-of-way for officers and employees of the United States in the performance of their official duties; and for the people of the United States for all lawful and proper purposes determined by the Grantor or its authorized representative to be consistent with the Grantee's use and enjoyment of said right-of-way subject to the provisions of paragraph 13 hereof.
13. The right of the Grantor to control the degree and type of use by the public of any or all portions of the Grantee's owned or controlled property in the Waterton Canyon area (that area along the South Platte River extending from Chatfield Reservoir upstream to the town of South Platte). Said use by the public shall be consistent with a management plan to be jointly developed by the Bureau of Land Management and U.S. Forest Service after consultation and agreement with the Grantee. Said plan shall recognize the existing water diversion and treatment facilities, and those authorized and which may be authorized in subsequent grants, as one of the primary uses of the canyon area; and shall take into consideration the need for security measures to protect the integrity of said facilities and the waterworks purposes of the Grantee.
14. Compliance with applicable water and air quality standards established by or pursuant to Federal or State law.
15. Compliance with applicable State standards for public health and safety; environmental protection; and siting, construction, operation, and maintenance, if said State standards are more stringent than the applicable Federal standards for projects of the same or similar purpose as that authorized herein.

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16. The grantee shall take all necessary measures within its control within Waterton Canyon to: 5
- (a) Protect Federal property and economic interests;
 - (b) Protect lawful users of the lands adjacent to or traversed by the right-of-way herein granted;
 - (c) Protect lives and property;
 - (d) Otherwise protect the public interest in the lands traversed by the right-of-way or adjacent thereto.
17. The right-of-way granted herein cannot be conveyed, assigned, or otherwise transferred, in whole or in part, without prior written approval by the Bureau of Land Management. Any transfer will be subject to all applicable regulations existing and such other terms, conditions and stipulations deemed necessary at the time of approval of such transfer.
18. The grantee shall be liable to the United States for damage or injury incurred by the United States arising from the Grantee's occupancy or use of the public land covered by this right-of-way, regardless of whether the grantee is negligent or otherwise at fault. Additionally, the Grantee shall indemnify the United States against any liability, damages or claims arising from the Grantee's occupancy or use of the public land covered by the right-of-way, regardless of whether the Grantee is negligent or otherwise at fault. Such liability and/or indemnification without fault is limited to the amount of \$250,000, and liability for or indemnification of damages or injury in excess of this amount shall be determined by ordinary rules of negligence.
19. The Grantor reserves the right to amend at any time without the consent of the Grantee the terms and conditions contained herein and the stipulations attached hereto in order to make them consistent with any new or revised Federal or State statutes and/or lawful regulations.
20. Grantee shall comply with and be bound by the regulations contained in 43 CFR 2801 and any superseding and/or amendatory regulations excepting those which the Secretary of the Interior waives.

On March 20, 1978, Cecil D. Andrus, Secretary of the Interior, concurred in approving several right-of-way applications, including this application, subject to the terms, conditions and special stipulations outlined in and attached to the Program Decision Option Document on the Proposed Foothills Project. Pursuant to 43 CFR, Part 4, Subpart A, Section 4.5,

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said approval constitutes a final administrative decision and therefore there is no right of appeal by any adversely affected party to the Interior Board of Land Appeals (43 CFR, Part 4, Subpart E, Section 4.410).

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Dale R. Andrus
State Director

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SPECIAL STIPULATIONS

1. These stipulations may be revised or amended by mutual consent of the Grantor and Grantee at any time for any purpose including, but not limited to, adjusting to changed physical conditions in the land, water, air, wildlife, or other relevant environmental factors, or to correct an oversight. The Grantor and Grantee shall monitor the Grantee's operation and use of the right-of-way throughout the life of the grant or any renewals thereof in a mutual endeavor to determine the feasibility and need for amending the existing stipulations or imposing additional stipulations in a sincere effort to make the Grantee's activities under the grant as free from environmental damage as is practicable. 7

2. (a) The Grantee shall comply with the Plans of Construction, Operation and Rehabilitation previously filed with the Grantor and which are hereby approved. Said Plans are incorporated herein by reference and made a part of this grant. In the event of a conflict between any item in said Plans and the terms, conditions and stipulations of this grant, the terms, conditions and stipulations shall prevail unless otherwise determined by the Grantor or its authorized representative.

- (b) The Grantee shall supplement the Plans of Construction, Operation and Rehabilitation at any time it is requested to do so by the Grantor or its authorized representative during the term of the grant or any renewals thereof. Said supplemental plans can include, but are not limited to, blasting plans, turbidity control plans, fire plans, and landscape plans. Upon approval by the Grantor or its authorized representative, said supplemental plans shall automatically become a part of the terms, conditions and stipulations of this grant. Non-compliance with any portion of said approved supplemental plans shall constitute non-compliance with the terms and conditions of this grant.

- (c) A pre-construction conference shall be held between representatives of the Bureau of Land Management, U.S. Forest Service, and the Grantee at least seven days prior to commencement of construction.

3. The Grantee shall insure that its employees, and all contractors and sub-contractors and their employees will not carry firearms or other weapons into Waterton Canyon; and that its employees, and all contractors and subcontractors and their employees do not wound, kill or harass any wildlife in the canyon area while serving in a contractual or employee capacity. Upon violation of this special stipulation which results in the death of any bighorn sheep or golden eagle, Grantee shall pay to the Grantor as fixed, agreed and liquidated damages the sum of \$10,000 for each such death, all or part of which sum shall be used by the Colorado Division of Wildlife to replace any such animal killed.

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4. (a) The Grantee shall locate, handle and store gas, oil, lubricants, and other non-hazardous and non-toxic liquids or materials and trash in such a manner so as to prevent them from entering into and contaminating water sources and soils in Waterton Canyon. The Grantee shall remove and dispose of any such liquids, materials, and trash at a sanitary landfill, operated in accordance with applicable federal, state and local standards. 8
- (b) The Grantee shall not use chemical materials to control undesirable weedy and herbaceous vegetation, aquatic plants, insects, rodents, fish, and other pests.
5. The Grantee shall equip each vehicle regularly assigned to the Foothills Project and entering the Waterton Canyon area with hand tools, including a shovel, axe, and fire extinguisher, for the purpose of fire suppression. The grantee shall also establish and maintain two Forest Service standard 10-man fire caches, one near the dam site and one at Kassler. The Grantee shall insure that all construction equipment is provided with properly maintained spark arrestors as approved by the Grantor or its authorized representative in order to reduce the risk of man-caused fire.
6. The Grantee shall transport, store, handle and use explosives and flammable materials in accordance with the Occupational Safety and Health Administration standards including Department of Transportation, Bureau of Alcohol, Tobacco and Firearms, and Mine Safety and Health Administration regulations and other applicable State of Colorado requirements. Where necessary, all blasting operations will be subject to the use of "blankets" to protect the environment and/or public safety.
7. Prior to occupying or undertaking any ground-disturbing activities on lands covered under the provisions of this grant, the Grantee shall engage the services of a qualified professional archeologist (and an historian, when appropriate), acceptable to the Grantor or its authorized representative, to conduct a thorough and complete survey of areas to be disturbed for evidences of archeological or historic sites or materials. The Grantee shall provide a copy of the results of such survey for approval by the Grantor or its authorized representative prior to undertaking any ground-disturbing activities. Grantor acknowledges receipt of a copy of such survey.

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8. The Grantee shall immediately bring to the attention of the Grantor or its authorized representative any and all antiquities or other objects of historic or scientific interest including, but not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as a result of operations under this grant. The Grantee shall immediately suspend all activities in the area of the object and shall leave such discoveries intact until told to proceed by the Grantor or its authorized representative. Notice to proceed will be based on evaluation of the cultural significance of the object. Evaluation will be by a qualified professional selected by the Grantor, from a Federal agency insofar as practicable. Where not practicable, the Grantee shall bear the cost of the services of a non-Federal professional. 9
9. The Grantee shall comply with all provisions contained in the Memorandum of Agreement executed by the Grantee, the Bureau of Land Management, the U.S. Forest Service, the Colorado State Historic Preservation Office, and the Advisory Council on Historic Preservation in compliance with the National Historic Preservation Act of 1966 (16 U.S.C. 470f) and Procedures for the Protection of Historic and Cultural Properties, 36 CFR 800. Said Memorandum of Agreement, dated February 28, 1978, is hereby incorporated by reference and made a part of this grant.
10. The Grantee shall protect all survey monuments, benchmarks, witness corners, reference and other monuments, and bearing trees against destruction, obliteration, or damage during construction operations on the right-of-way. If any monuments or corners are destroyed, obliterated, or damaged by such operations, the Grantee shall hire the appropriate county surveyor or a registered land surveyor to reestablish or restore at the same location the monuments or corners, using surveying procedures acceptable to the Grantor or its authorized representative, and shall record such survey in appropriate county records.
11. The Grantee shall bear the cost, not to exceed \$35,000 per year, of a study of the bighorn sheep and golden eagles in Waterton Canyon. The investigators will commence the study prior to construction to monitor the effects of human activities on the sheep and eagles during the construction phase of the project. The study plan shall be presented to the Grantor or its authorized representative for approval after consultation with the U.S. Fish and Wildlife Service and the Colorado Division of Wildlife prior to the commencement of the study. In the event that, in the Grantor's judgment, construction activities are adversely impacting the sheep and/or the eagles, the Grantee shall take those measures deemed necessary by the Grantor or its authorized representative to minimize or prevent the adverse impacts. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that artificial nesting

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structures need to be installed for the golden eagles, the cost for construction and installation of such structures shall be borne by the Grantee. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that the bighorn sheep should be removed from the area and transplanted elsewhere and then brought back after the project is completed, the cost for doing so shall be borne by the Grantee. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that the herd should survive as well as it can under the existing conditions, the Grantee shall bear the cost of replacing as much of the herd as is lost because of construction activities. If the Grantor determines, after consultation with the Colorado Division of Wildlife, that other alternatives are necessary to prevent or minimize damage to the sheep or the eagles during the construction phase, the Grantee shall bear the expense of any such alternative(s) selected. 10

If the Grantor determines that other alternatives are necessary to prevent or minimize damage to the sheep or the eagles, the Grantee shall bear the expense of any such alternative(s) selected.

Should Grantee fail to pay for any of the costs specified in this stipulation (11), Grantor shall incur the cost and shall bill the Grantee for the same plus reasonable administrative and collection fees.

12. Except where approved by the Grantor or its authorized representative, no material resulting from construction will be deposited in the river, nor will fording of the river with construction equipment be permitted. Temporary bridges or other structures shall be used whenever stream crossings are necessary unless otherwise approved in writing by the Grantor or his authorized officer. Mechanized equipment will not be operated in the river except as required to construct channel changes and structures. Rivers, streams and impoundments shall be promptly cleared of all false work, piling, debris, or other obstructions placed therein or caused by the construction operations.
13. During the construction phase of the project, the Grantee shall leave the upper road open to reasonable public access from the county road at the town of South Platte to the upper railroad bridge (Deansbury Bridge). The Grantee shall be allowed at the discretion of and with prior approval from the Grantor or its authorized representative to close this road to public access for limited periods during the construction phase of the project should it be necessary to do so to protect and insure public health or safety.

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14. During the construction phase of the project, the Grantee shall install security fences to effect closure of the canyon below the upper railroad bridge (Deansbury Bridge) and shall affix warning signs at appropriate locations as determined by the Grantor or its authorized representative so that recreationists and construction personnel are adequately warned of the closure. The Grantee shall remove such fences and signs at the end of the construction phase of the project. //
15. The Grantee shall provide an easement for and shall build a replacement public access trail to permit public passage around the Strontia Springs Dam and Reservoir. Final location and design of the trail will be subject to approval by the Grantor or its authorized representative. The trail will be built with a minimum width of four feet for a walking surface, with grades not to exceed 15 percent, with drainage as determined necessary by the Grantor or its authorized representative to minimize the effects of erosion, and with sanitation facilities as determined necessary by the Grantor or its authorized representative. The Grantee shall complete the trail no later than the end of the construction phase of the project as determined by the Grantor or its authorized representative, unless the Grantor or its authorized representative approves an extension of time. Such extension of time shall be granted only if completion of construction of the trail is prevented by circumstances beyond the control of the Grantee.
16. The Grantee shall secure a permit from the Corps of Engineers as required by Section 404 of the Federal Water Pollution Control Act of 1972 (P.L. 92-500) before road construction is commenced.
17. The Grantee shall utilize to the maximum extent possible the existing roadway through Waterton Canyon. Maintenance of the entire roadway is the responsibility of the Grantee. The Grantee shall develop and submit a detailed maintenance plan for the approval of the Grantor or its authorized representative.
 - (a) That portion of the roadway from station 210+51 to the dam abutment road shall be limited to a 22-foot running surface. No deviation from the centerline and location of said portion of the road, as shown on the hereinabove designated survey map, is permitted. In any location where the Grantor or its authorized representative deem necessary, in addition to those locations identified in the approved Plan of Construction, the Grantee shall install gabion wall sections in the manner specified and shown in said Plan. Additionally, if deemed necessary by the Grantor or its authorized representative, any such gabion wall sections shall be adequately supported or the foundations "keyed" into existing bedrock support. Said

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portion of the roadway shall be maintained in a condition satisfactory to the Grantor or its authorized representative. At a minimum, maintenance and reconditioning shall be done by the Grantee when there is a general loss in gravel surface, a change in general condition of gravel or dirt surface which results in breaks in the crust, or a change of surface composition. Maintenance and reconditioning shall consist of, but not be limited to, the following steps: 12

- (1) Replace and/or clean all culvert pipes.
 - (2) Scarify gravel surface and windrow to the side opposite the ditch being reshaped.
 - (3) Reshape ditches, backslopes, and inslopes using the ditch materials to bring up sub-grade unless the ditch material is not satisfactory. If unsatisfactory, this material will be windrowed and removed.
 - (4) Salvaged materials will be moved to the side completed and step 3 repeated as necessary.
 - (5) After ditches, backslopes, and inslopes are reshaped, relay aggregate and add more gravel as necessary to provide an all weather surface.
- (b) That portion of the roadway from the upper railroad bridge (Deansbury Bridge) to the town of South Platte shall be maintained with as minimal upgrading as possible. The width of this road shall be limited to a 15-foot wide maximum running surface, with exceptions permitted for turnouts at the discretion of and with prior approval from the Grantor or its authorized representative. The Grantee will be allowed such additional width as the Grantor or its authorized representative determines necessary to permit the Grantee to clean debris from the stream, using equipment located on the road. The Grantee shall not be permitted to change the location of the existing centerline of the road without prior written approval from the Grantor or its authorized representative. No stream-side riparian vegetation shall be cut or disturbed except where approved in writing by the Grantor or its authorized representative.

After construction is completed, this portion of the road shall be minimally maintained to permit passage of emergency, maintenance, and official vehicles and to prevent erosion in accordance with maximum and minimum standards specified by Grantor or its authorized representative.

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- 18. During the construction phase of the project, the Grantee shall spray the roads and staging area with water or an approved dust palliative, as directed by the Grantor or its authorized representative, and in conformity with applicable state regulations, to control dust from wind, vehicles and equipment.
- 19. Before commencing construction, the Grantee shall strip the topsoil, where possible, from all construction areas and stockpile such topsoil for use in rehabilitating disturbed areas. When construction is completed, all cut and fill areas shall be reshaped, recovered with topsoil and revegetated by the Grantee to the specifications and approval of the Grantor or its authorized representative; or shall scarify and leave irregular certain disturbed areas designated for such procedure by the Grantor or its authorized representative.
- 20. The Grantee shall chip vegetative material six inches or less in diameter generated by clearing the access road areas and shall dispose of the chips as mulch to help reestablish vegetation, hold moisture in the soil, stabilize the slopes and prevent erosion. In those areas where cleared vegetation is not available for chips, or where directed by the Grantor or its authorized representative, the Grantee shall use hydromulching of 1,400 pounds per acre of straw or hay to aid in revegetating disturbed areas, hold soil moisture, stabilize slopes and prevent erosion. Grantee shall remove from Waterton Canyon any vegetative material over six inches in diameter generated by clearing the access road area and shall dispose of said material in a manner acceptable to the Grantor or its authorized representative.
- 21. The Grantee shall design and/or paint or otherwise color and maintain all permanent exposed road structures in a manner to make them blend into and be compatible with the surrounding environment. Unnatural colors and reflective surfaces shall be avoided unless required to protect public health and safety, in which case only the minimum area required for safety purposes shall be painted the safety color and/or reflectorized. The determination as to whether said structures are sufficiently so designed and/or painted or otherwise colored; and as to the need for and size of safety coloration and/or reflectorization shall rest with the Grantor or its authorized representative.
- 22. The Grantee shall revegetate all cuts and fills as directed by and to the satisfaction of the Grantor or its authorized representative. In order to adequately rehabilitate the disturbed areas, the Grantee shall revegetate all disturbed areas as many times and to the extent deemed necessary by the Grantor or its authorized representative. The species of plants to be used for revegetation and the exact mix to be used for each area will be determined by the Grantor or its authorized representative. Application of twelve pounds of pure

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live seed per acre by drilling is the preferred method. Eighteen pounds of pure live seed will be applied if hydromulched. The Grantee shall uniformly broadcast or drill 80 pounds of super phosphate fertilizer per acre at the time of seeding unless otherwise directed by the Grantor or its authorized representative. The Grantee shall additionally uniformly broadcast or drill fertilizer at a rate not to exceed 50 pounds of available nitrogen per acre after the first growing season following the reseeding.

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23. Grantor reserves the right to perform any portion or requirement of any term, condition or stipulation specified herein upon failure of the Grantee to perform in a timely fashion as directed by Grantor or its authorized representative. The cost of any such performance shall be billed to Grantee plus reasonable administrative and collection fees.
24. (a) There is reserved to the United States, its successors or assigns, the prior right to use any of the federal lands herein described to construct, operate, and maintain all structures and facilities including, but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switch yards, power plants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.
- (b) The Grantee further agrees that if the construction of any or all of such structures and facilities across, over or upon said federal lands should be made more expensive by reason of the existence of improvements or works of the Grantee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon the Grantee for payment of any such sums, the Grantee will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities, across, over, or upon said federal lands. As an alternative to payment, the Grantee, at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said federal lands to accommodate the aforementioned structures and facilities of the United States.
- (c) The Grantee shall bear the cost to the Government of any costs occasioned by the failure of the Grantee to remove or adapt its facilities within the time limits specified.

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- (d) There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said federal lands for the purpose of exercising, enforcing and protecting the rights reserved herein. 15
- (e) The Grantee further agrees that the United States, its officers, agents, and employees and its successors and assigns shall not be held liable for any damage to the Grantee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this grant.
- (f) If existing withdrawals for reclamation purposes are revoked, this paragraph shall have no further effect.
25. In the event that any of the following-described lands are required for hydroelectric development, any structures or improvements placed thereon found to interfere with such development shall be removed or relocated by the Grantee, without cost to the United States, its permittees or licensees, as necessary to eliminate such interference:

Sixth Principal Meridian, Colorado,

- T. 7 S., R. 69 W.,
Sec. 5: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Sec. 8: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
Sec. 9: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Sec. 16: NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$,
Sec. 20: NE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$,
SW $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 21: W $\frac{1}{2}$ NW $\frac{1}{4}$
Sec. 29: N $\frac{1}{2}$ NW $\frac{1}{4}$
Sec. 30: Lots 2, 3, 4, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$,
SE $\frac{1}{4}$ NW $\frac{1}{4}$

- T. 7 S., R. 70 W.,
Sec. 25: E $\frac{1}{2}$ SE $\frac{1}{4}$

If existing withdrawals for hydroelectric purposes are revoked, this paragraph shall have no further effect.

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26. The Grantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. 17

(f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

27. The contractor will include in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Grantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering

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agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Grantee agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Grantee under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

28. In all future contracts, the Grantee agrees to establish and conduct a program which will enable minority business enterprises to be fully and fairly considered as contractors, subcontractors and suppliers under this grant. In this connection, the Grantee shall, within 60 days of the effective date of the grant, submit a plan to the Office for Equal Opportunity, Department of the Interior, which assures that minority business enterprises will have an equitable opportunity to compete for contracts and subcontracts, particularly by arranging solicitation, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises. The plan will identify the specific portions of the work to be contracted and subcontracted and identify the policies and procedures designed to comply with the requirements of this clause. It will establish goals for contracting with firms which are owned and controlled by minorities and women, and identify any firm commitments for such contracts and subcontracts.

The Grantee will further comply with the guidelines of the Department and the Office for Equal Opportunity in fulfilling the obligations of this clause.

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County of Jefferson State of Co.

EASEMENT AMENDMENT (Roads) FILE NO. 13 241-3

THIS EASEMENT AMENDMENT, dated this 23 day of August, 1979, from the UNITED STATES OF AMERICA, acting by and through the Regional Forester for the Secretary of Agriculture, hereinafter called "Grantor," to the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, hereinafter called "Grantee."

WHEREAS, the Grantee has applied for an amendment to the grant of an easement issued April 24, 1978 under the Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) for roads over certain lands owned by the United States in the Counties of Jefferson and Douglas, State of Colorado and administered by the Forest Service, Department of Agriculture.

no file collected
AUG 31 1979

NOW THEREFORE, Grantor does hereby grant to Grantee, an amendment to the easement grant issued on April 24, 1978 by Regional Forester Craig W. Rupp authorizing roads over and across certain lands of the United States in the Counties of Jefferson and Douglas, State of Colorado. The original easement described above was recorded in Douglas County in Book 330, Pages 315 through 327, and was filed in Jefferson County on May 26, 1978 under Reception Number 78047386. The area granted by this easement amendment is located in:

Sixth Principal Meridian - Colorado

T.7S., R.69W.
Section 21: NW $\frac{1}{4}$ NW $\frac{1}{4}$

The area of this easement amendment is limited to the identified additional 50-foot wide strip that lies between stations 73-50 and 73-64 of the Dam Abutment Road located on the south side of the South Platte River in Douglas County, State of Colorado, as is more specifically shown and described on Sheet 1 of 1 of "Amendment to Sheet 3 of 4th Revised-Amended Map of Strontia Springs Diversion Reservoir, Dam, Conduit and Tunnel on the South Platte River in Jefferson and Douglas Counties, Colorado," dated July 23, 1979. A copy of the above designated plat is attached and hereby made a part of this supplemental grant. The right-of-way width authorized herein is more particularly identified as follows:

An additional 50 feet on the south side of the centerline of the Dam Abutment Road between Stations 73-50 and 73-64, and containing 0.86 acres.

The additional right-of-way granted by this easement amendment is made subject to the following condition applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

1. This grant is issued with the provision that it is also subject to the conditions, reservations and stipulations in the original Easement (Roads) issued April 24, 1978.

IN WITNESS WHEREOF, the Regional Forester, Rocky Mountain Region, has executed this easement amendment for the Secretary, United States Department of Agriculture, in behalf of the United States pursuant to authority delegated to him by the Secretary, by his letter dated April 18, 1978.

UNITED STATES OF AMERICA

By Craig W. Rupp
Regional Forester for the Secretary
U.S. Department of Agriculture

ACKNOWLEDGMENT

STATE OF COLORADO) ss:

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 23rd day of August, 1978 by Craig W. Rupp.

WITNESS my hand and official seal.

Jean L. Meisenbach
Notary Public



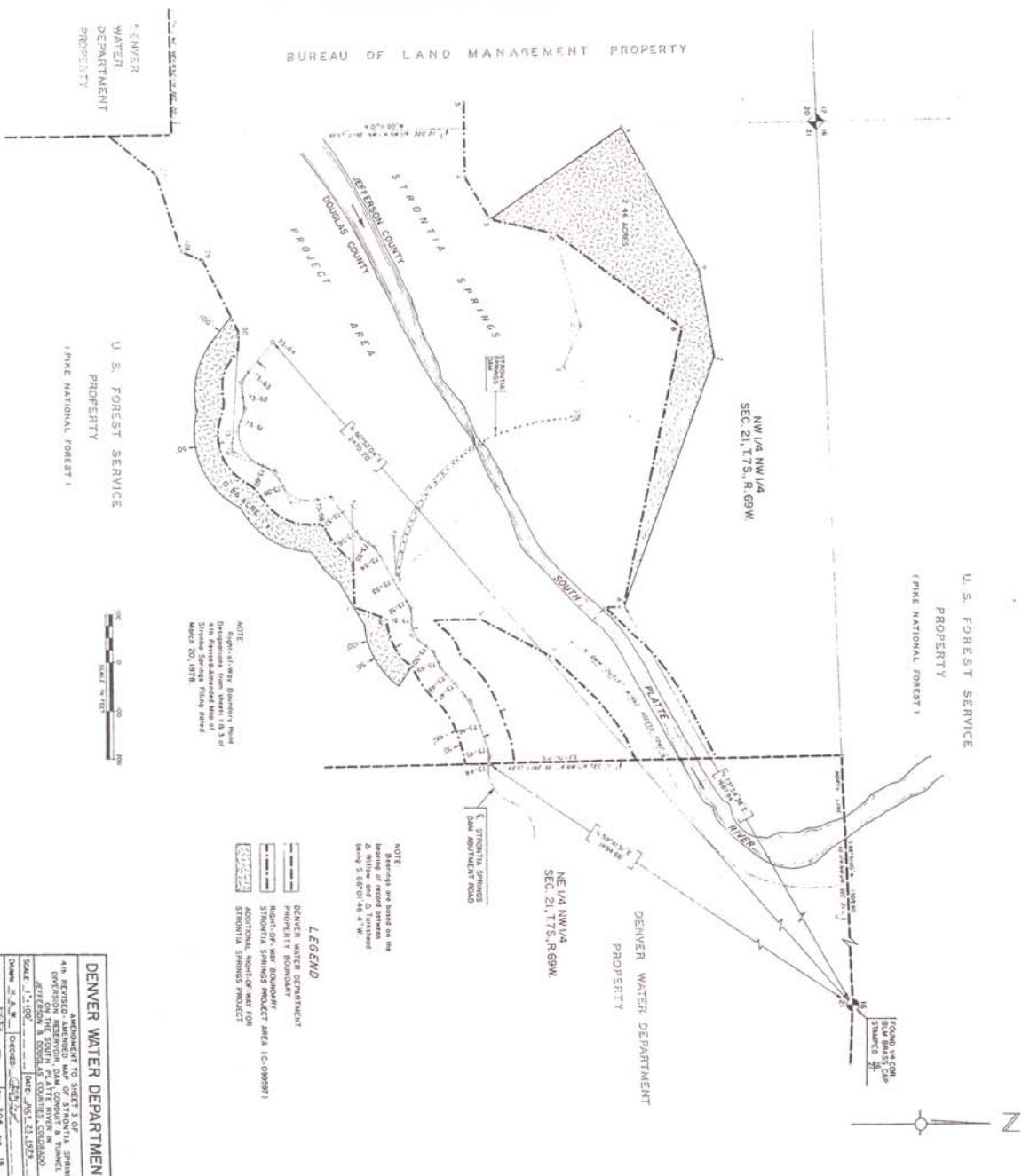
My commission expires: 9/28/80

DESCRIPTION OF ADDITIONAL RIGHT-OF-WAY FOR STRONTIA SPRINGS DAM OUTLET WORKS

POINT	BEARING	DISTANCE	REMARKS
N 1/4 COR SEC 21	S 77° 34' 30" W	1607.94	TIE
A	N 79° 08' 58" W	575.61	
B	S 37° 38' 42" W	322.47	
C	S 1° 28' 07" W	140.43	Point 2 of map from traverse
X	N 23° 08' 49" W	334.73	
Y	N 60° 05' 56" E	320.57	
Z	N 79° 02' 33" E	186.61	
A	S 0° 04' 48" E	344.38	

ROWWAY NUMBER	STATION	RADIUS OF CURVE	LENGTH OF CURVE	BEARING	DISTANCE	REMARKS
73-44	N 1/4 COR SEC 21	4410.93	559° 41' 51" W		1484.64'	TIE Point on west line of NE 1/4 NW 1/4 of Sec 21, T.7S., R.69W.
73-45	444.51, 69		S 84° 13' 36" W		40.34'	
73-46	444.98, 31		S 87° 15' 33" W		102.32'	
73-47	444.02, 55		S 69° 45' 36" W		47.62'	
73-48	442.28, 77	246.05'	S 69° 45' 36" W		26.16'	
73-49	442.07, 87	71.00'	S 57° 36' 38" W		28.80'	
73-50	475.00, 75	71.34'	S 52° 07' 57" W		42.24'	
73-51	471.87, 84	78.17'	S 62° 35' 33" W		64.54'	Right SO of additional area from 1978
73-52	461.14, 88	562.12'	S 72° 04' 33" W		45.91'	
73-53	464.43, 72		S 67° 13' 10" W		59.77'	
73-54	494.19, 49	71.50'	S 49° 08' 39" W		37.19'	
73-55	483.21, 11	67.18'	S 41° 34' 30" W		26.60'	
73-56	494.64, 09	26.38	S 53° 04' 33" W		52.62'	
73-57	501.38, 71	62.23'	S 20° 45' 07" W		66.60'	
73-58	510.06, 98	58.60'	S 2° 28' 35" W		51.87'	
73-59	514.84, 22	71.92'	S 67° 36' 38" W		103.97'	
73-60	521.37, 28	75.46'	N 8° 09' 30" W		44.40'	
73-61	535.53, 50	75.46'	N 10° 29' 38" W		55.14'	
73-62	533.98, 37	68.44'	N 32° 44' 42" W		80.00'	Point of 1978 additional area at 1000' part of
73-63	541.55, 32		N 60° 25' 33" E		240.50'	TIE
73-64	551.55, 32					

BEARING AND DISTANCE OF LONG CHORD GIVEN FOR CURVES



DENVER WATER DEPARTMENT
 ADDENDUM TO SHEET 3 OF 4
 4th REVISION: REVISION DAM CONCRETE & TUNNEL
 DIVISION: DIVISION OF DAMS & TUNNELS
 STRONTIA SPRINGS DAM ABUTMENT ROAD PROJECT
 SCALE: 1" = 100'
 DATE: JAN 23, 1979
 DRAWN BY: J.A.W.
 CHECKED BY: J.C.D.
 APPROVED BY: J.S.H.
 SHEET 1 OF 1 SHEETS

AUG 25 12 37 PM '82

FILE NO. 13 DOC. NO. 21, -2

Serial Number C-099597

Expiration Date December 31, 2052

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Right-of-Way Grant Amendment

This amendment, entered into on August 23, 1982 by the United States of America, the Licensor, through the Bureau of Land Management, and the City and County of Denver, acting by and through its Board of Water Commissioners, the Licensee, is hereby issued under Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2743, 2776-2782; 43 U.S.C. 1701, 1761-1771), and is subject to all applicable Federal, state and local laws and regulations, now and hereafter in force, including Title 43, Code of Federal Regulations, Part 2800.

The purpose of this amendment is to authorize the diversion, storage and delivery of an additional 125 million gallons of water per day on public lands not covered by the initial right-of-way grant dated April 20, 1967, as amended on August 16, 1978. Accordingly, the following changes and deletions are made to the right-of-way amendment dated August 16, 1978.

Section 5a. TERMS AND CONDITIONS -- is amended to read:

The use of the premises and facilities authorized by this grant is limited to the diversion, storage, and delivery of water to be treated in a water treatment plant to be constructed by the Licensee having a nominally-rated filtration capacity of 250 million gallons per day, utilizing no more than 35,328 square feet of filter beds. In the event that technological developments permit the treatment of more than 250 million gallons per day utilizing 35,328 square feet of filter beds or less, the limitation of delivery of 250 million gallons per day shall apply and control, subject to the understanding that on any given day, the actual operating capacity may vary as much as 100 percent; provided, further, that the average daily delivery of water through the Foothills Tunnel for each year shall not exceed 250 million gallons per day; provided, further, that this limitation does not preclude the use of the structures authorized herein on a temporary basis, with the prior approval of the Licensor or its authorized representative, to divert and carry water for the City of Aurora during times when its delivery system from Strontia Springs Reservoir is not fully operable.

Section 5b.

The Licensee shall furnish to the Licensor, upon request, records certified to be accurate showing the amounts of raw water delivered and treated on a daily basis in the Foothills Treatment Plant.

Section 5c.

The Licensee shall permit the Licensor ingress to and egress from the Foothills Treatment Plant facility during normal business hours for the purpose of monitoring the limitations imposed herein.

All other details, terms, conditions, and stipulations of the right-of-way grant dated August 16, 1978 remain unchanged and in full force and effect.

The right-of-way amendment consists of 2 pages, of which this is the second. Execution of this document constitutes an agreement between the holder and the United States that, in consideration of the right to use Federal land, the holder shall abide by all the terms, conditions and stipulations contained in the original right-of-way grant, as modified by this amendment, and the provisions of applicable laws and regulations.

For Execution by the Holder:

Denver Board of Water Commissioners

By: W. H. Miller
Secretary-Manager

August 23, 1982
(Date)

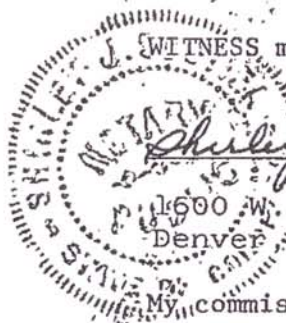
For Execution by the United States:

The United States of America

By: Melvin D. Clausen
Canon City District Manager

August 18, 1982
(Date)

WITNESS my hand and official seal.



Shirley J. Dauter
NOTARY PUBLIC
1600 W. 12th Ave.
Denver CO 80254

My commission expires: August 9, 1983

APPROVED AS TO FORM:
LEGAL DIVISION
BOARD OF WATER COMMISSIONERS

By: Raymond Williams

WITNESS my hand and official seal.

Mary R. Belber
NOTARY PUBLIC

My commission expires: 1/12/85





Reply to: 2750

Date: **AUG 23 1982**

W. H. Miller, Secretary-Manager
Board of Water Commissioners
City and County of Denver
1600 West 12th Avenue
Denver, CO 80254

To	Date	Initials
___ PANESI		8/23/82
___ McQUADE		
___ SMITH		
___ ROGERS		
___ PECK		
___ CHRISTIE		

Dear Mr. Miller:

Return To _____
FILE _____

Enclosed are the original and one copy of Easement Amendment No. 3 to the original Easement issued by the Forest Service on August 16, 1978, and the original and one copy of a ROW Grant Amendment to Right-of-Way Number Colorado C-099597 issued by the Bureau of Land Management on August 16, 1978.

These easement amendments, BLM and Forest Service, are administrative actions which involve no surface disturbance. Based on previous experience, they have little or no environmental effect to either the biological or physical components of the human environment. Issuing the amendments is a categorical exclusion; and therefore, no environmental assessment and finding of no significant impact will be prepared.

Please execute the originals and copies of the enclosed documents and return the copies to our respective agencies. The originals are for your records.

Sincerely,

Craig W. Rupp

CRAIG W. RUPP
Regional Forester
Forest Service

Melvin D. Clausen

MELVIN D. CLAUSEN
District Manager
Bureau of Land Management

Enclosures

RECEIVED
AUG 23 1982
ENGINEERING & CONSTRUCTION
DIVISION

RECEIVED
AUG 23 1982
OFFICE
ENGINEERING



DENVER WATER DEPARTMENT
RECORDS TRANSMITTAL

WRITE - ADDRESS
 TELEPHONE - SECTION HEAD
 PHONE - FILE

FILE 13 DOC 2/3

SEND TO: ADMINISTRATIVE SERVICES (920)		DATE Nov. 24, 1982
FROM (Name and Section) C.D. Smith/Office Engineering		
NAME OR TITLE OF MATERIAL Cond. No. 26 & Strontia Springs Dam & Res.		
DATE OF MATERIAL August 23, 1982	FROM:	TO:
DATE OF DESTRUCTION →		DO NOT DESTROY
DESCRIPTION OF MATERIAL (Must Be Completed)		
Amendments to Rights-of-way acquired from the		
BLM and USFS for the construction of Strontia		
Springs Reservoir and Dam, outlet works, access		
road, cable way and gaging station and conduit		
Tunnel situated in Sections 15,15,21,29, T7S,		
R69W, of the 6th P.M. Counties of Douglas and		
Jefferson.		
1. Easement Amendments No. 3 dated 8-23-82. (File in Secy File 13 Doc. 23)		
2. Right-of-way Granted amendment dated 8/23/82 (File in Secy File 13 Doc 21).		
3. Letter from Craig W. Rupp and Melvin D. Clausen to W.H. Miller (file in Both files)		
OPERATION	RETENTION OF ORIGINAL DOCUMENT	
<input checked="" type="checkbox"/> MICROFILM	<input checked="" type="checkbox"/> RETAIN PERMANENTLY	
<input type="checkbox"/> DO NOT MICROFILM	<input type="checkbox"/> RETAIN UNTIL: _____	
	<input type="checkbox"/> DESTROY	

82069045

1982 OCT -1 11:54

JEFFERSON COUNTY, COLORADO BOOK 449 PAGE 832

GARLAND L. MER
RECORDER

EASEMENT AMENDMENT NO. 3 (Dam, etc.)

LE NO. 13 DOC. NO. 23

AUG 25 12 33 PM '82

600/11

no doc. fee collected
OCT 4 1982

THIS EASEMENT AMENDMENT, from the UNITED STATES OF AMERICA, acting by and through the Regional Forester for the Secretary of Agriculture, hereinafter called "Grantor" to the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, hereinafter called "Grantee."

WHEREAS, the Grantee has applied for a third amendment to the grant of an easement issued August 16, 1978, under the Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) for a Reservoir, Dam Conduit, Tunnel, and related structures necessary for the diversion and storage of water over certain lands owned by the United States in the Counties of Jefferson and Douglas, State of Colorado, and administered by the Forest Service, Department of Agriculture.

WHEREAS, the Grantee has furnished satisfactory evidence to the Grantor that it has developed and implemented an effective water conservation program for its service area as provided for in condition number 5 of the August 16, 1978 easement grant.

NOW THEREFORE, the Regional Forester, in behalf of the United States, pursuant to authority delegated to him by the Secretary of Agriculture in his letter dated April 18, 1978, does hereby amend condition number 4 of the August 6, 1978 easement grant to read as follows:

4. The use of the premises and facilities authorized by this grant is limited to the diversion, storage, and delivery of water to be treated in a water treatment plant to be constructed by the Grantee having a nominally-rated filtration capacity of 250 million gallons per day, utilizing no more than 35,328 square feet of filter beds. In the event that technological developments permit the treatment of more than 250 million gallons per day utilizing 35,328 square feet of filter beds or less, the limitation of delivery of 250 million gallons per day shall apply and control, subject to the understanding that on any given day, the actual operating capacity may vary as much as 100 percent; provided, further, that the average daily delivery of water through the Foothills Tunnel for each year shall not exceed 250 million gallons per day; provided, further, that his limitation does not preclude the use of the

EASEMENT AMENDMENT NO. 4 (Dam etc.)

THIS EASEMENT AMENDMENT, dated this 15th day of April, 2004 from the UNITED STATES OF AMERICA, acting by and through the Regional Forester for the Secretary of Agriculture, hereinafter called "Grantor" to the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, hereinafter called "Grantee."

WHEREAS, the Grantee has applied for an amendment to the grant of an easement issued August 16, 1978 under the Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) for a Reservoir, Dam, Conduit, Tunnel and related structures (Strontia Springs) necessary for the diversion and storage of water over certain lands owned by the United States in the Counties of Jefferson and Douglas, State of Colorado and administered by the Forest Service, Department of Agriculture.

WHEREAS, the Grantee has furnished satisfactory evidence to the Grantor that it has notified all potentially concerned parties and provided them with the opportunity to object to all proposed changes to flows contained in the "Water Management Plan For The South Platte River Canyon Below Strontia Springs Dam" approved May 16, 1979, which by condition number (24) of the easement and stipulation number (8) of the attached stipulations became a part of the August 16, 1978 easement grant when approved.

NOW THEREFORE, the Regional Forester, on behalf of the United States, pursuant to the authority delegated to him by the Secretary of Agriculture, does hereby amend items Clause (2) of the Original Easement, and I. (Para.2) and II.(2.) of the approved 1979 Water Management Plan and stipulation number (8) of the attached stipulations as follows:

Clause (2) in compliance with direction found in the original easement concerning fees for the use authorized by this document, a fee based on the fair market value of the land, shall be applied based on current regulations and policy. Grantee shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this easement. The initial payment is set at \$7,435.26 for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$7,435.26 adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair-market value of the use. The fee shall then be reviewed as a minimum every 5 years and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the holder to pay the annual payment, late charges, or other fees or charges shall cause the easement to terminate.

I. (Para.2) The Grantee will so manage water flows in the South Platte River from Strontia Springs Dam to Chatfield Reservoir as to provide average daily flows of 60 cubic feet per second ("cfs") from May 15th to September 15th ("Summer Period") of each year and average daily flows of 30 cfs from September 16th to May 14th ("Winter Period") of the next year thereafter, except that the Grantee may divert and recover 15 cfs of the 30 cfs winter flows at the Old Last Chance Ditch diversion during the Winter Period to keep the water level in Chatfield between 5427 feet (the summer recreation level) and 5423 feet (the non-recreation level) such that storage capacity in Chatfield Reservoir is available when needed. The flows between Strontia Springs Dam and the Old Last Chance Ditch diversion shall not go below 60 cfs during the Summer Period or 30 cfs during the Winter Period.

II. (2.) In the event of severe drought conditions the Grantee may reduce water flows between the Old Last Chance Ditch diversion and Chatfield Reservoir during the Summer Period. Diversion and recovery of these flows will be in proportion to the level of drought response declared by the Grantee when imposing water restrictions on its customers

- During Stage 1 drought response, as defined by voluntary water restrictions, the Grantee may divert and recover 15 cfs of the 60 cfs at the Old Last Chance Ditch diversion, leaving 45 cfs in the stream channel.
- During Stage 2 drought response, defined by mandatory watering restrictions, the Grantee may divert and recover 30 cfs of the 60 cfs at Old Last Chance Ditch diversion, leaving 30 cfs in the stream channel.
- During Stage 3 response, as defined by the total constraint of outdoor lawn watering, the Grantee may recover 45 cfs of the 60 cfs at the Old Last Chance Ditch diversion, leaving 15 cfs in the stream channel.

The flows between the Old Last Chance Ditch diversion and Chatfield shall not go below 15 cfs during the Summer Period.

IN WITNESS WHEREOF, the Regional Forester, Rocky Mountain Region, has executed this easement amendment for the Secretary, United States Department of Agriculture, in behalf of the United States pursuant to the authority delegated to him by the Secretary, by his letter dated April 18, 1978.

UNITED STATES OF AMERICA

By Richard C. Stem
RICHARD C. STEM
Deputy Regional Forester
Rocky Mountain Region
Forest Service,
U.S. Department of Agriculture

ACKNOWLEDGMENT

STATE OF COLORADO) ss:

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 15th day of

April, 2004, by Richard C. Stem

WITNESS my hand and official seal.

Jose A. Baltes
Notary Public

My commission expires: 12/10/2006



ATTACHMENT 5

**SECTION 401 WATER QUALITY CERTIFICATION FROM COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**

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WATER QUALITY CERTIFICATE



BOB PANESI

COLORADO DEPARTMENT OF HEALTH

4210 EAST 11TH AVENUE DENVER, COLORADO 80220 PHONE 320-8333
HARZA ENGINEERING CO.

223

OFFICIAL FILE COPY
Denver Water Dept.
APR 4 1979

Attn.	Initial	Date
510	JPP	4-4
Weir		
550		
530		
501		
File Inst.		

April 2, 1979

Mr. J. P. Parsons,
Assistant Project Engineer
Denver Water Department
1600 West 12th Avenue
Denver, CO 80254

Date Received 10/2/79
 Replied To R. Weiss
 Licensed for filing by _____
 Project Number _____
 Classification _____
 Subject Designation _____

RE: Request for re-certification of the Foothills Project

Dear Mr. Parsons:

We enclose herewith a re-certified copy of the Section 401(a) 1 Water Quality Certification for use in connection with the above referenced project.

To: _____
 JAMES _____
 M. QUADS _____
 MITH _____
 ROGERS _____
 JACK _____
 CHESTIE _____

The reporting frequency is already covered by our Section 401(a) 1 Water Quality Certification in item D. under the heading "Reporting Requirements".

We will appreciate if you can send in your result to the attention of Mr. Dennis Anderson, P.E., Monitoring and Enforcement Section of this Division.

401 Permit
 for Foothills
 Project

If there are areas in our certification that you consider requires further elucidation, kindly contact us.

Very truly yours,

WATER QUALITY CONTROL DIVISION

Ernest N. Anasike, P.E.
 Public Health Engineer
 General Services Section

ENA:jle

RECEIVED
 APR 11 1979
 OFFICE
 ENGINEERING

RECEIVED
 APR 4 1979
 ENGINEERING & CONSTRUCTION
 DIVISION



COLORADO DEPARTMENT OF HEALTH

4210 EAST 11TH AVENUE DENVER, COLORADO 80220 PHONE 320-8333

HARZA ENGINEERING CO

Colorado Project Number: 392

County: Douglas and Jefferson

April 2, 1979

Date Received

10/2/79

Revised To

[Signature]

This is a re-certification of Project No. 229.

Classified for Filing by

Project Number

Classification

Subject Designation

Attention: J. P. Parsons
Denver Water Department
1600 West 12th Avenue
Denver, CO 80254

RE: Certification for dredging and filling activities in State Waters.

Description: Construction of the Foothills Project.

Location: S5, 8, 9, 16, 20, 21, 29, 30, T7S, R69W, 6th PM about 25 miles southwest from downtown Denver, Colorado.

Watercourse: South Platte River

The Water Quality Control Division is in receipt of your request for certification for the construction activity as described on the "Project Information" form. Pursuant to your request the Division hereby grants certification subject to the conditions and requirements contained in this letter and the attachments hereto.

This certification does not constitute a relinquishment of the Water Quality Control Division's Authority as delineated in the "Colorado Water Quality Control Act" and any subsequent alterations or additions thereto.

Very truly yours,

FOR DIRECTOR, WATER QUALITY CONTROL DIVISION

[Signature]
Ernest H. Amasike, P.E.
Public Health Engineer
General Services Section

ENA: jle

cc: Water Quality Control Division District Engineer Bud Mahn & Derald Lang
Corps of Engineers Omaha

Attachments: 1 Page Special Conditions, 3 Pages General Conditions

SPECIAL CONDITIONS

A. WATER QUALITY STANDARDS.

There shall be no violations of "Water Quality Standards for Colorado" as adopted January 15, 1974 or any alterations or amendments thereto.

B. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS.

1. Coordinate activity with Colorado Division of Wildlife.
2. Sample and analyze for suspended solids (mg/l) and turbidity at least daily during dredging or filling operations at the following locations in the South Platte River:
 - a. Immediately upstream of the affected dredging or filling zone at the Stronita Springs diversion dam and reservoir site.
 - b. At the Platte Canyon intake in Section 5, T7S, R69W, 6th PM and approximately 1½, 3 and 5 miles downstream from the Platte Canyon intake.
 - c. Relate the river rate of flow and average velocity to the above sample locations at the time of sampling.

C. SPECIAL MANAGEMENT PRACTICES.

1. Comply with the general conditions attached hereto.
2. Comply with applicable mitigating measures as described in the Final Environmental Impact Statement.
3. Use the Best Management Technology in connection with the overall project.

HARZA ENGINEERING CO.

Date Received 10/2/74
Routed To H. H. H. H.
Classified for Filing by _____
Project Number _____
Classification _____
Subject Designation _____

D. REPORTING REQUIREMENTS.

1. Notify this office prior to commencing construction.
2. Submit results of sampling data requested in "B" above within 14 days following each weeks work during construction until construction is completed.

GENERAL CONDITIONS

MANAGEMENT REQUIREMENTS

1. All reasonable steps shall be taken to insure that project designs for the control of erosion and sedimentation and the protection of water quality comply with applicable standards and regulations of appropriate agencies.
2. Permanent erosion and sediment control measures shall be installed at the earliest practicable time consistent with good construction practices. One of the first construction activities shall be the placement of permanent and temporary erosion and sediment control measures around the perimeter of the project or the initial work areas to protect the project, adjacent properties, and water resources.
3. Temporary erosion and sediment control measures shall be coordinated with permanent measures to assure economical, effective, and continuous control throughout the construction phase.
4. Erosion and sediment control measures shall be adequately maintained to perform their intended function during construction of the project.
5. Construction operations in rivers, streams, lakes, or other bodies of water shall be restricted to:
 - (a) areas where channel changes are planned,
 - (b) areas which must be entered to construct structures or erosion and sediment control measures and
 - (c) areas where waters must be forded occasionally during construction. Frequent fording shall not be permitted; temporary bridges or other structures should be constructed where frequent crossings are necessary.
6. Pollutants used during highway construction or operation and material from sediment traps shall not be stockpiled or disposed in such a manner which makes them readily susceptible to being washed into any watercourse by runoff or high water.
7. The use of chemicals such as soil stabilizers, dust palliatives, sterilants, growth inhibitors, fertilizers, deicing salts, etc., during highway construction and operation should be limited to the best estimate of optimum application rates. All feasible measures shall be taken to avoid excess application and consequent intrusion of such chemicals.
8. Measures shall be taken to prevent spilled fuels or lubricants from entering the watercourse.
9. Any anticipated change in discharge location and/or quantities must be reported by submission of a written notice, prior to the change, to the Colorado Water Quality Control Division. If the change is determined to be significant the notice will be acknowledged and approved or disapproved accordingly.
10. If, for any reason, construction activities result in noncompliance with conditions herein, a description of the cause of noncompliance, the period of noncompliance, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence

of the noncompliance shall be reported in writing to the Colorado Water Quality Control Division with five (5) days of becoming aware of such condition.

11. Areas suitable for vegetation shall be seeded or revegetated to prevent subsequent soil erosion.
12. Fill material shall be clean, non-polluting materials.
13. Measures shall be taken to prevent the entrance of wet concrete into the watercourse when placed in forms and/or from washing of trucks.
14. Any diversion from or bypass of facilities necessary to maintain compliance with the terms and conditions herein is prohibited, except (i) where unavoidable to prevent loss of life or severe property damage, or (ii) where excessive storm drainage or runoff would damage any facilities necessary for compliance with limitations and prohibitions herein. The Colorado Water Quality Control Division shall be notified immediately in writing of each such diversion or bypass.
15. Solids, sludges, or other pollutants or dredged material removed in the course of treatment or control of wastewaters shall be disposed in a manner such as to prevent such materials from entering waters of the State.
16. Any discharge to waters of the State other than specifically authorized is prohibited.
17. Dredging or filling in excess of that necessary to complete the project shall not be permitted.
18. The work shall be planned so as to minimize the necessity of subsequent maintenance.
19. Notify owners of potable water supply intakes within the downstream affected zone of the proposed project prior to commencing work.
20. Whenever possible operations shall be conducted during low flow periods.

RESPONSIBILITIES

1. Authorized representatives from the Colorado Water Quality Control Division shall be allowed to enter upon the area where the construction activity is taking place for purposes of inspection of management practices and/or noncompliance conditions.
2. In the event of any change in control or ownership of facilities where the construction activity is taking place, the succeeding controller or owner shall be notified of the existence of the requirements herein by letter, a copy of which shall be forwarded to the Colorado Water Quality Control Division.
3. Except for data determined to be confidential (Section 308 of the Act and Section 506 of the Regulations for the State Permit System), all reports and information prepared and submitted in accordance with the requirements herein shall be available for public inspection at the offices of the Colorado Water Quality Control Division.
4. Nothing herein shall preclude the Colorado Water Quality Control Division from initiating action to prevent the owner or controller of the construction activity from continuing such activities which result in violation of any terms and conditions herein.
5. After notice and opportunity for a hearing this authorization may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:
 - (a) Violations of any terms or conditions herein,
 - (b) Obtaining this authorization by misrepresentation or failure to disclose fully all relevant facts, or
 - (c) A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
6. This authorization does not convey and property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations.

ATTACHMENT 6

**WATERTON CANYON MANAGEMENT PLAN AND MEMORANDUM OF
UNDERSTANDING**

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WATERTON CANYON MANAGEMENT PLAN
AND
MEMORANDUM OF UNDERSTANDING

I. INTRODUCTION

A. Authority

This document is authorized and required by:

1. Foothills Project Final Environmental Statement. (Page 4-22).
2. Right-of-way Grant executed by the United States Department of Interior Bureau of Land Management.
3. Easements executed by the United States Department of Agriculture Forest Service, (Dam, Reservoir, etc., August 16, 1978, and Roads, April 24, 1978).
4. Memorandum of Understanding between the Bureau of Land Management and United States Forest Service, March 28, 1980.

B. Plan Prepared By:

The Pike and San Isabel National Forests, the Denver Water Department, and the Bureau of Land Management.

C. Scope

This plan covers Bureau of Land Management, Denver Water Department, and United States Forest Service lands in the Waterton Canyon area that are affected by the Foothills Project. These lands are shown in Exhibit I. The following specific aspects of management are outlined.

1. Types of public use and access that will be allowed.
 2. Areas where public access will be restricted.
 3. Protection of Denver Water Department property and facilities.
 4. Location of Colorado Trail.
 5. Construction of recreation facilities.
 6. Maintenance of recreational facilities and maintenance of Colorado Trail.
 7. Law enforcement responsibilities.
 8. Fire suppression responsibilities.
-

4. Responsibilities.

FILE NO. 13 DOC. NO. 45

a. United States Forest Service will provide parking facilities within the limits of its road easement proximal to the mouth of Waterton Canyon for recreational users (see Exhibit III).

b. In the event the above defined parking area and other areas adjacent to said road on Corps of Engineers property are not sufficient, the Denver Water Department will allow public parking in the lot east of the Jefferson County Road which is currently used for contractor or employee parking as long as Denver Water Department does not need the lot for other purposes.

c. Denver Water Department will coordinate with the District Ranger on the design and construction of the parking area.

d. Denver Water Department will construct and maintain, according to United States Forest Service designs, a gate at the Kassler Trailhead to allow the passage of foot, horse, and bicycle (non-motorized) traffic and vehicular access by authorized personnel.

e. Signing will be constructed and maintained as follows:

(1) United States Forest Service will design and construct an entrance sign at the Kassler Trailhead using logos of United States Forest Service, Bureau of Land Management, and Denver Water Department. Such sign or signs will state general regulations and provide general information.

(2) Denver Water Department will construct and maintain signs restricting access to its facilities. Denver Water Department will place signs warning of known hazards to public safety proximal to its facilities.

f. Denver Water Department will construct and maintain sealed pit-type sanitation facilities on Denver Water Department lands at the Kassler parking lot area, the Platte Canyon Intake Caretaker's area, and the new caretaker's area at Stevens Gulch (see Exhibit III).

g. Denver Water Department will maintain the road from Kassler to Stevens Gulch.

h. Denver Water Department will provide for litter pickup in the lower canyon at the trailhead parking area at Kassler and along the road from Kassler to Stevens Gulch.

B. Zone B - Colorado Trail (Number 1776) from Stevens Gulch to a point approximately midway between South Platte townsite and Eagle Rock. (Exhibit II and IV.)

1. Public Access.

Public travel will be by foot or horseback.

Recreational pursuits including the following will be permitted.

- Camping.
- Enjoying unique and/or unusual environment.
- Hiking.
- Cross-country ski touring and snowshoeing.
- Horseback riding.
- Fishing.
- Photography.
- Hunting.
- Nature Study.
- Picnicking.
- Bicycling (non-motorized).

3. Restrictions.

a. Public motor vehicle use will not be permitted. This includes all recreation type vehicles, motorbikes (any type), snowmobiles, all terrain, etc.

b. Water contact sports such as boating, kayaking, tubing, and swimming will not be permitted.

c. Hunting will be permitted in accordance with Colorado Division of Wildlife laws and regulations.

d. Use of any form of fireworks, discharge of firearms or explosives of any kind, use of air rifles, pellet guns, BB guns, cross bows, long bows and sling shots, except in those areas open to such use during established hunting seasons will not be permitted on Denver Water Department lands.

e. Fishing will be permitted in accordance with Colorado Division of Wildlife laws and regulations.

f. Access to Denver Water Department facilities will be restricted as security needs dictate.

4. Responsibilities.

a. Denver Water Department will provide for road maintenance as needed for its access to the Strontia Springs Reservoir high water line, as provided in the applicable reciprocal easements for the road dated April 24, 1978.

b. To accommodate the public recreation pursuits as provided in this plan, Denver Water Department will construct and maintain according to United States Forest Service designs, a gate at the South Platte Townsite entrance to the canyon to allow the passage of foot, horse, and bicycle (non-motorized) traffic and vehicular access by authorized personnel.

c. Signing will be constructed and maintained as follows:

(1) United States Forest Service will design and construct an entrance sign at the South Platte entrance similar to the one at the Kassler Trailhead.

4. Responsibilities.

a. Signing will be constructed and maintained as follows:

(1) Denver Water Department will place signs warning of known hazards as necessary proximal to their facilities.

E. Zone E - Remainder of Planning Unit.

Management is in accordance with each agency's currently approved land management plans, policies, and practices (Exhibit II).

1. Public Access.

Foot and horse traffic is permitted throughout the area. Motor vehicles are permitted on approved roads and trails as determined in current agency travel management plans.

2. Activities.

Recreational pursuits including the following will be permitted.

- Enjoying unique and/or unusual environment.
- Hiking.
- Cross-country ski touring and snowshoeing.
- Horseback riding.
- Photography.
- Hunting.
- Nature Study.
- Picnicking.
- Camping.

3. Restrictions.

a. Motorized travel is subject to travel management restrictions issued by the respective parties for lands under their administration.

b. Hunting will be permitted in accordance with Colorado Division of Wildlife laws and regulations.

III. LAW ENFORCEMENT.

A. United States Forest Service Responsibilities.

The Pike and San Isabel National Forests Supervisor shall issue special orders to implement restrictions applicable to National Forest lands and mentioned in Section II. The District Ranger, South Platte Ranger District will be responsible for enforcement. Enforcement will be carried out on a routine basis as on other National Forest lands during the course of normal management and work activities.

B. Denver Water Department Responsibilities.

Denver Water Department through its own security force and local County Sheriff's Departments shall be responsible for protection of Denver Water Department property.

DENVER WATER DEPARTMENT

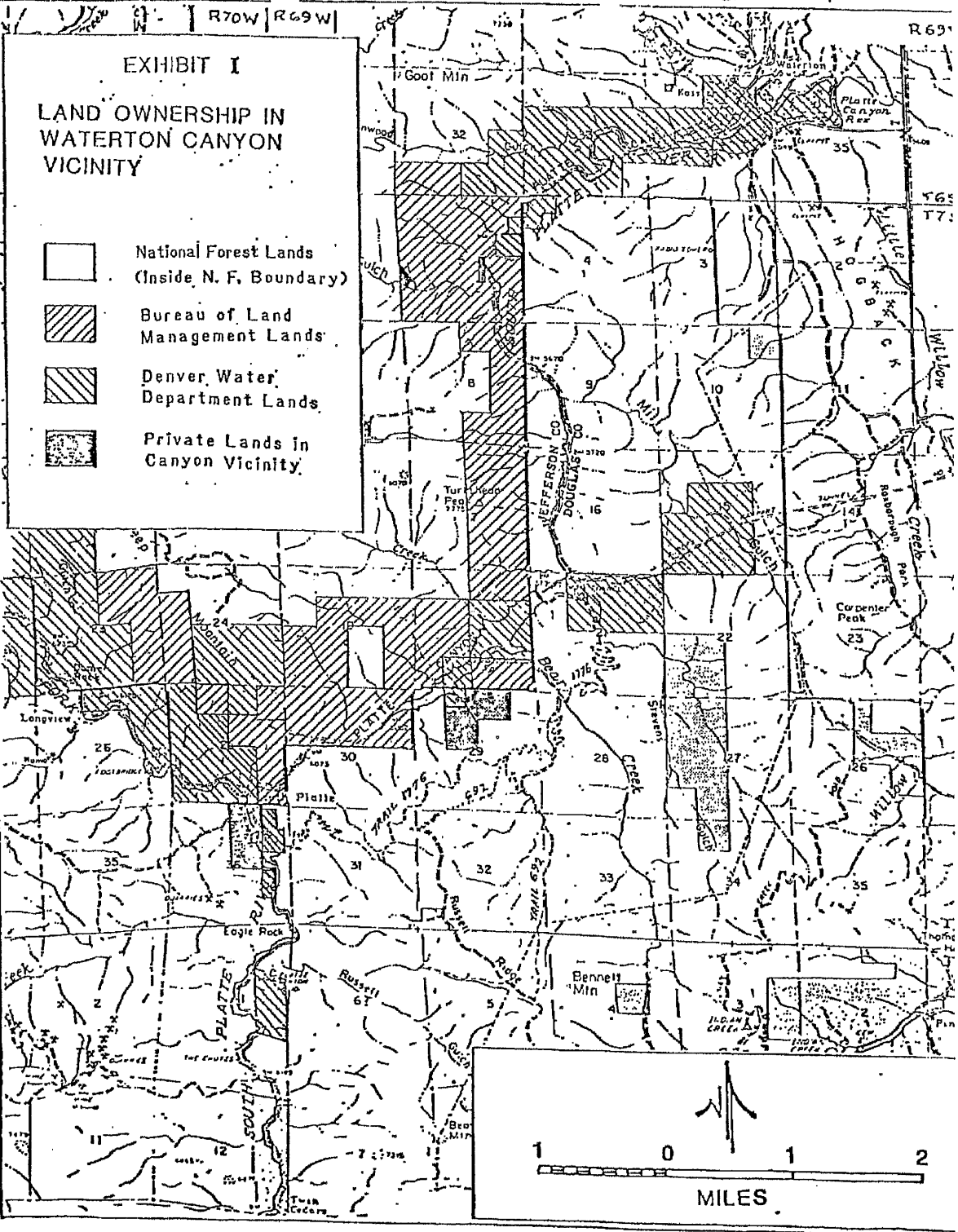
BY G. K. Miller
2/18/83
DATE

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT


BY Melvin D. Clausen
5-4-83
DATE

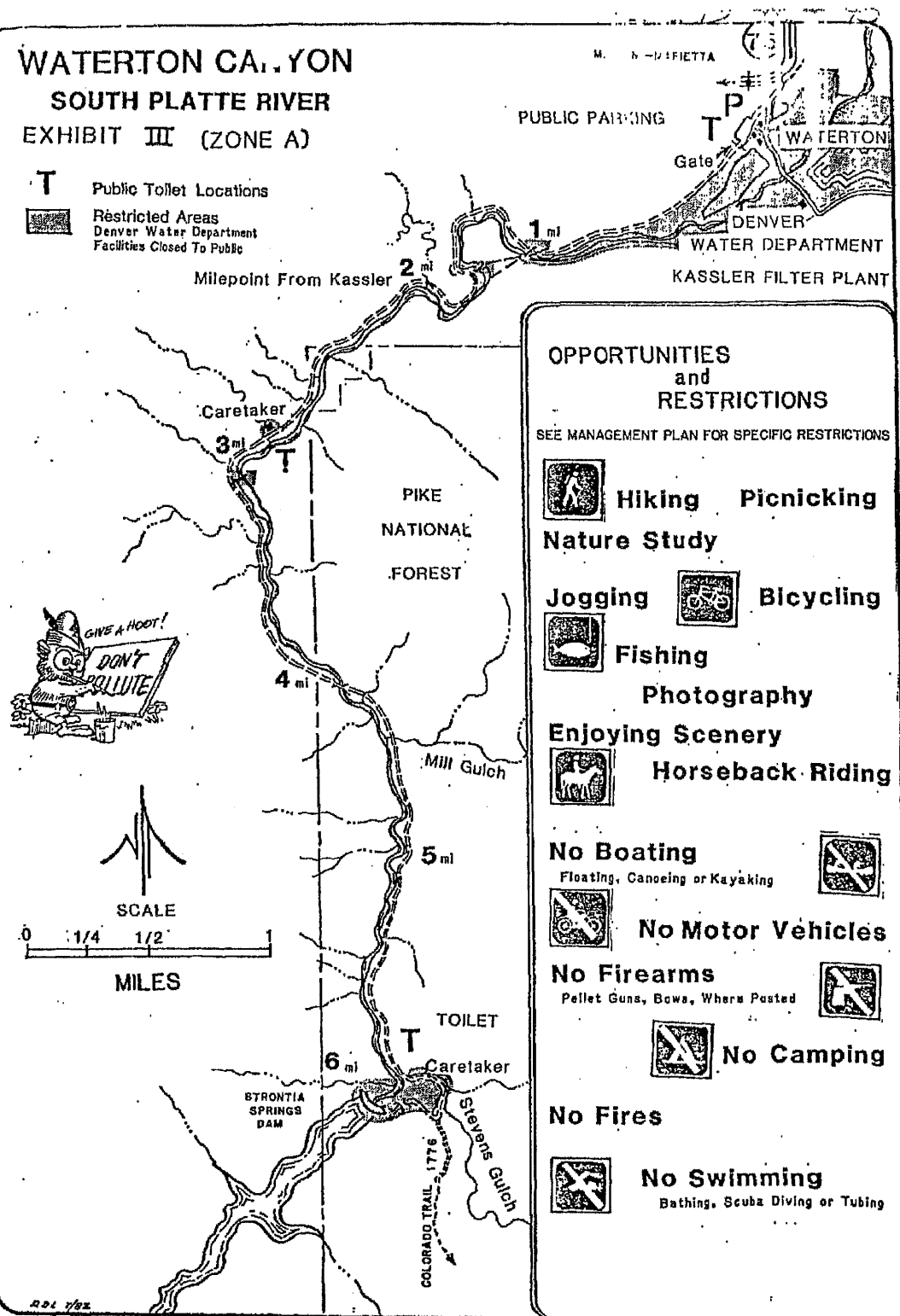
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FOREST SERVICE

BY Burns H Morgan
Forest Supervisor
5/20/83
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



WATERTON CANYON
SOUTH PLATTE RIVER
EXHIBIT III (ZONE A)

- T** Public Toilet Locations
-  Restricted Areas
Denver Water Department
Facilities Closed To Public

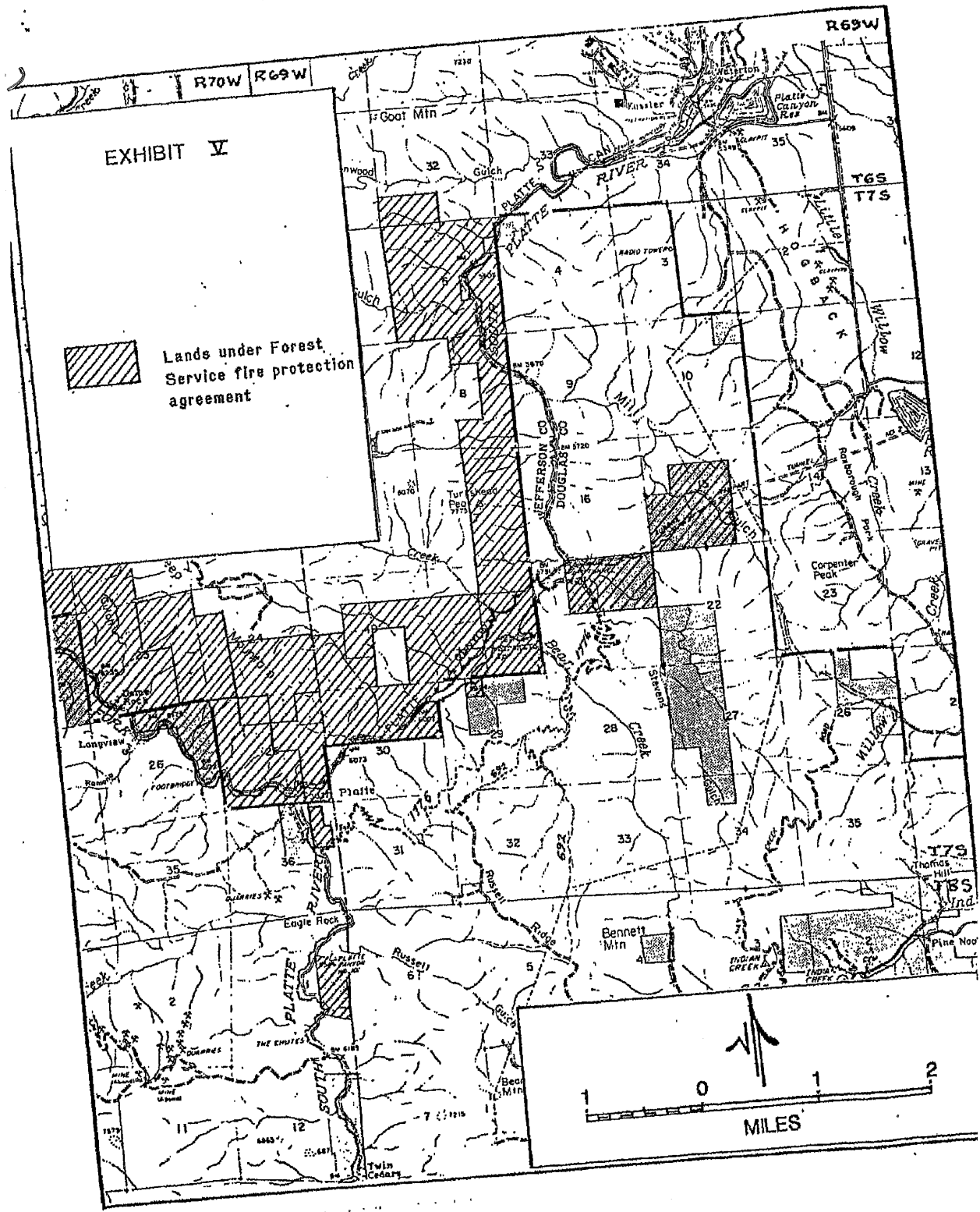


OPPORTUNITIES and RESTRICTIONS

SEE MANAGEMENT PLAN FOR SPECIFIC RESTRICTIONS

-  **Hiking**  **Picnicking**
- Nature Study**
- Jogging**  **Bicycling**
-  **Fishing**
- Photography**
- Enjoying Scenery**
-  **Horseback Riding**
- No Boating** 
Floating, Canoeing or Kayaking
-  **No Motor Vehicles**
- No Firearms** 
Pellet Guns, Bows, Where Posted
-  **No Camping**
- No Fires**
-  **No Swimming**
Bathing, Scuba Diving or Tubing

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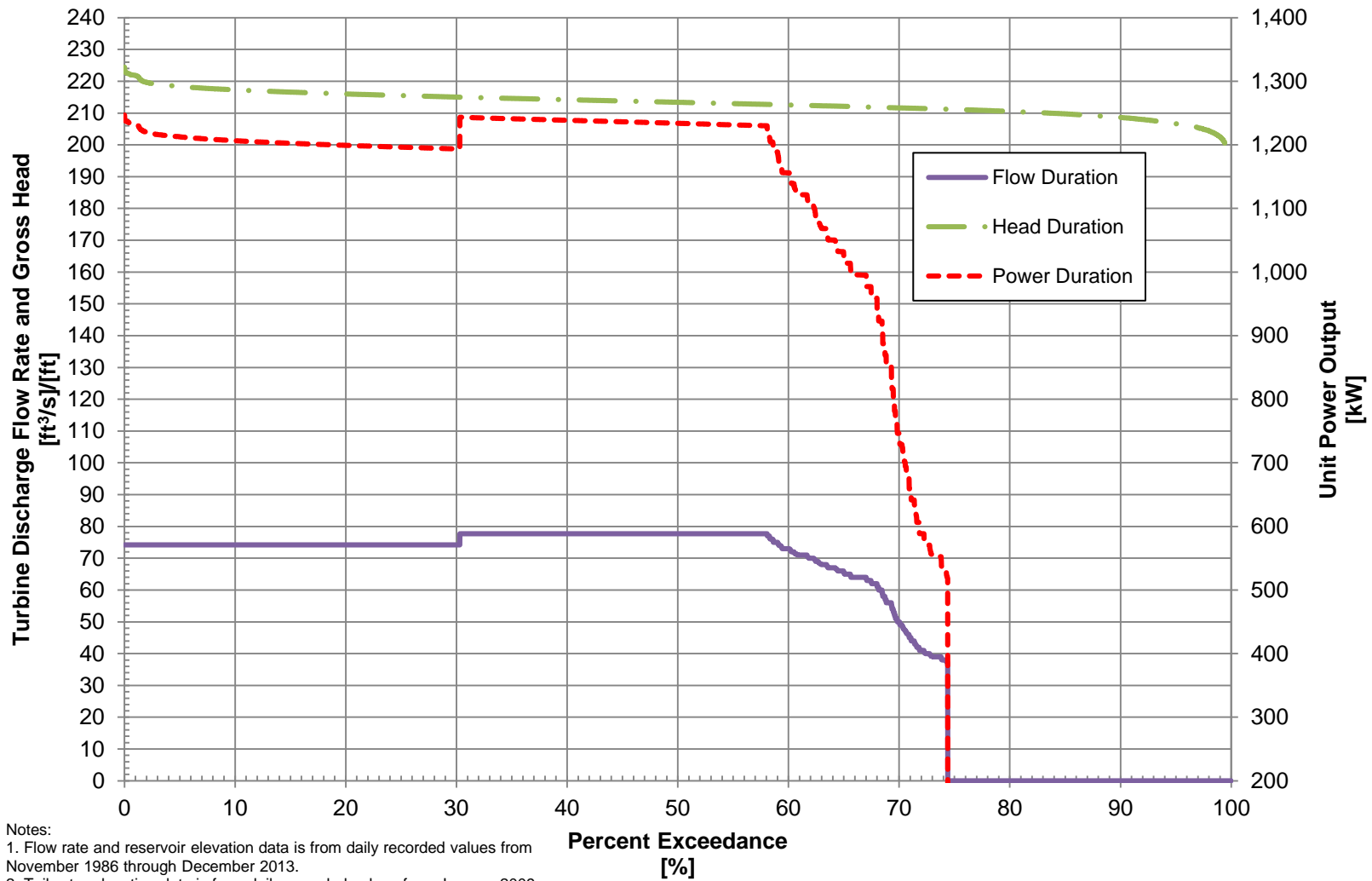


ATTACHMENT 7

FLOW DATA, GROSS HEAD, AND POWER DURATION CURVES

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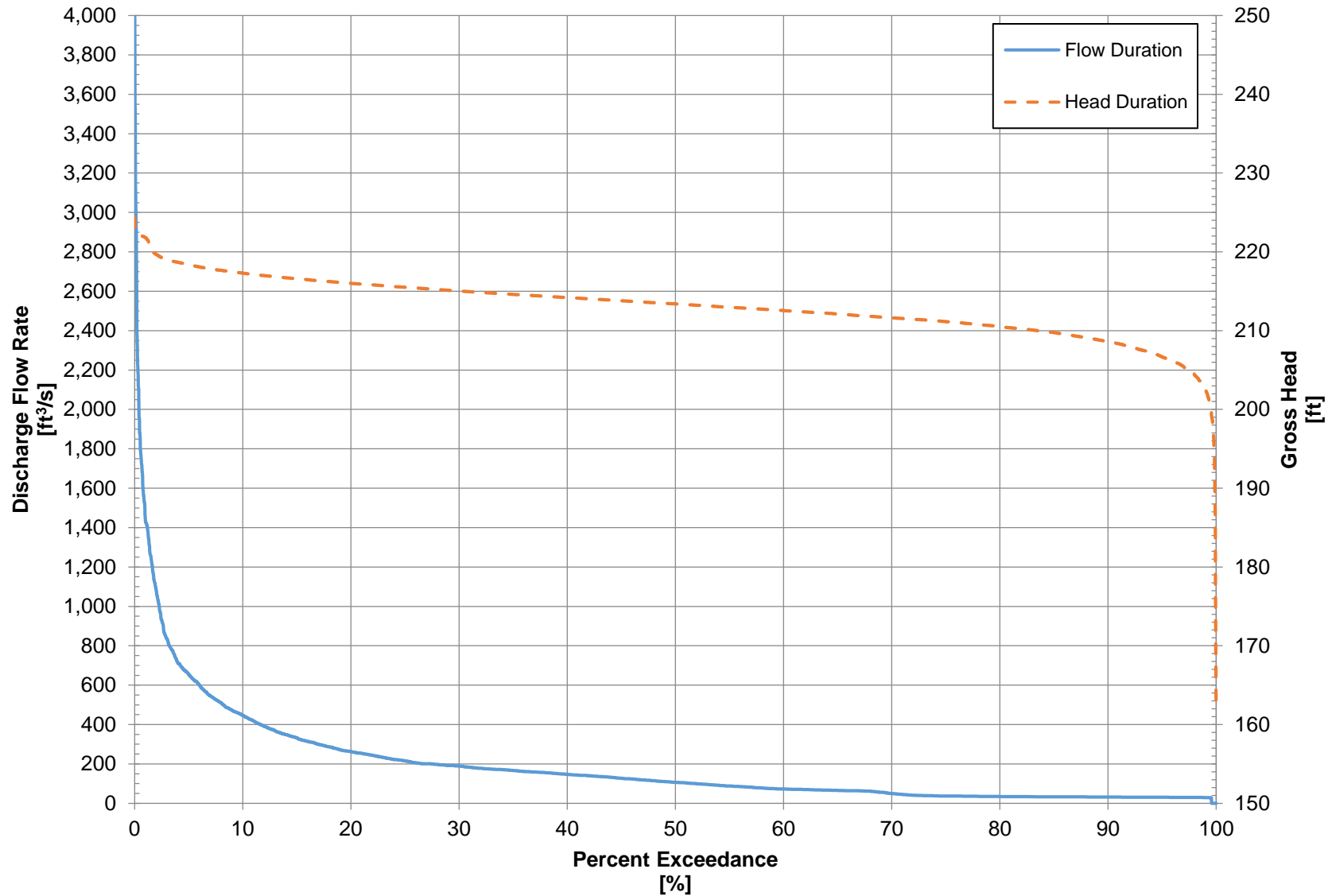
Strontia Springs Flow, Gross Head and Power Duration Curves for Proposed 1.25 MW Hydropower Unit



Notes:

1. Flow rate and reservoir elevation data is from daily recorded values from November 1986 through December 2013.
2. Tailwater elevation data is from daily recorded values from January 2009 through December 2013.

Strontia Springs Outlet Flow and Head Duration Curves



Notes:

1. Flow rate and reservoir elevation data is from daily recorded values from November 1986 through December 2013.
2. Tailwater elevation data is from daily recorded values from January 2009 through December 2013.