

RESOLUTION NO. 1790

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
APPROVING A MEMORANDUM OF UNDERSTANDING WITH
THE TOWN OF GEORGETOWN AND THE CITY OF BLACK
HAWK**

WHEREAS, the City of Golden adopted Resolution No. 1778 approving a water supply agreement between Golden and the City of Black Hawk; and


WHEREAS, the agreement required consent from the Town of Georgetown; and

WHEREAS, the City of Golden, the Town of Georgetown, and the City of Black Hawk have negotiated an Memorandum of Understanding that includes the required consent.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

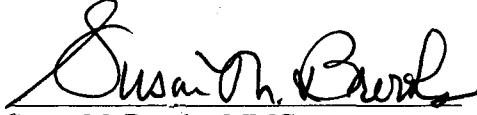
That the Memorandum of Understanding between City of Golden, the Town of Georgetown, and the City of Black Hawk should be approved, substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute such agreement.

Adopted this 9th day of August, 2007.



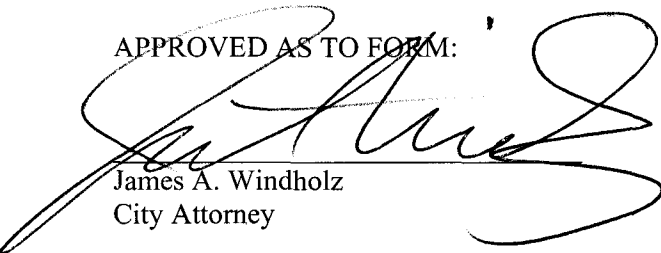
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

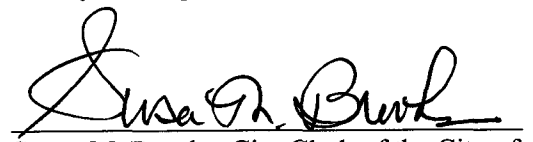


James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 9th day of August, A.D., 2007.

(SEAL)

ATTEST:



Susan M. Brooks, City Clerk of the City of
Golden, Colorado



MEMORANDUM OF UNDERSTANDING
CONCERNING GEORGETOWN LAKE



2007117138

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D \$0.00

2100

This Memorandum of Understanding Concerning Georgetown Lake is made and entered into on this 24th day of July, 2007, by and between the Town of Georgetown, a Colorado town ("Georgetown"), the City of Black Hawk, a Colorado municipal corporation ("Black Hawk"), and the City of Golden, a Colorado municipal corporation ("Golden"). 10/16/2007 12:13:33 PM 4 Page(s) Jefferson County, Colorado

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AGR

Whereas, Georgetown and the Vidler Tunnel Water Company ("Vidler") entered into a Water Supply and Storage Agreement on August 17, 2000, recorded in the real property records of Clear Creek County on January 9, 2001 at Reception No. 204247, which pertained to storage of 100 acre-feet of water per year by Vidler in Georgetown Lake in consideration for the provision of 25 acre-feet per year of Vidler's direct flow water rights to Georgetown (the "Georgetown/Vidler Agreement").

Whereas, pursuant to the Memorandum of Understanding Concerning the Georgetown Lake dated February 28, 2001, between Georgetown, Golden and Vidler, recorded in the real property records of Clear Creek County on October 12, 2001 at Reception No. 209122 (a copy of which is attached hereto as Exhibit A), Georgetown consented to Vidler's assignment to Golden of all or any portion of Vidler's rights, benefits and obligations under the Georgetown/Vidler Agreement.

Whereas no sale ever occurred between Golden and Clear Creek County pursuant to paragraph 6 of Exhibit A hereto.

Whereas, pursuant to a Purchase, Option and Lease Agreement between Golden and Vidler dated September 14, 2000, as amended, Golden subsequently acquired all the rights and obligations of Vidler in the Georgetown/Vidler Agreement.

Whereas, pursuant to paragraph 15 of the Georgetown/Vidler Agreement, Golden may assign its rights and obligations under the Georgetown/Vidler Agreement upon the prior written consent of Georgetown.

Whereas, Golden and Black Hawk entered into an Assignment and Water Delivery Agreement on June 7, 2007, recorded in the real property records of Clear Creek County on June 27, 2007 at Reception Number 245159 (the "Black Hawk/Golden Agreement"), in which Golden assigned to Black Hawk all of Golden's rights, benefits, obligations and responsibilities under the Vidler/Golden Agreement, and Golden agreed to deliver annually in perpetuity 125 acre-feet of fully consumable water to Black Hawk., and Black Hawk agreed that 25 acre-feet of the 125 acre-feet of this annual delivery shall be used by Black Hawk to satisfy the amount of water currently due to Georgetown each year under the Georgetown/Vidler Agreement as compensation for the right to store water in Georgetown Lake, and Black Hawk agreed to be bound by the Georgetown/Vidler Agreement, all subject to the terms of the Black Hawk/Golden Agreement. The Black Hawk/Golden Agreement is contingent upon Georgetown's consent to the assignment of the rights, interests and obligations under the Georgetown/Vidler Agreement to Black Hawk.





Whereas, the parties desire to enter into an agreement which provides for Georgetown's consent to the transfer of Golden's rights, benefits, obligations and responsibilities under the Vidler/Georgetown Agreement to Black Hawk, subject to the terms and conditions contained in the Black Hawk/Golden Agreement and contained herein.

NOW, THEREFORE, in consideration of the foregoing premises, Georgetown, Black Hawk and Golden agree as follows:

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1. Black Hawk acquired the right to delivery of water by Golden pursuant to the Black Hawk/Golden Agreement, which will enable Black Hawk to perform Golden's obligations under the Georgetown/Vidler Agreement.

2. Pursuant to the Black Hawk/Golden Agreement, Golden conveyed and Black Hawk agreed to accept all rights, benefits, obligations and responsibilities that Golden acquired in the Georgetown/Vidler Agreement.

3. Georgetown hereby consents to Golden's assignment to Black Hawk in the Black Hawk/Golden Agreement of all Golden's rights, benefits, obligations and responsibilities under the Georgetown/Vidler Agreement.

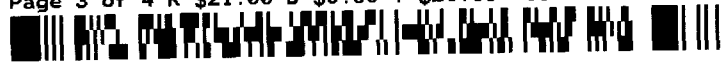
4. The parties agree that Black Hawk's Director of Public Works shall serve as the sole person who will contact Georgetown, and who may be contacted by Georgetown in connection with the exercise of the rights and performance of the obligations under the Georgetown/Vidler Agreement, except that Georgetown, Black Hawk and Golden may jointly coordinate Black Hawk's water deliveries to meet the Georgetown Entitlement under the Georgetown/Vidler Agreement. The parties agree that Black Hawk's Director of Public Works may designate another contact person, provided that 60 days written notice is provided to Georgetown.

5. Georgetown and Black Hawk agree to meet to discuss the conveyance, sharing, or assignment to Black Hawk of 100 a.f. of the 315 a.f. conditional water storage right (or a proportionate 100/315ths interest if less than 315 acre feet are decreed) claimed in Georgetown's pending application in Case No. 99CW12, in the District Court for Water Division 1, State of Colorado. Said discussions will also include a corresponding conveyance, sharing, or assignment of Georgetown's rights under the stipulation between Georgetown and Golden in Case No. 98CW448, as discussed in paragraph 9 of the Black Hawk/Golden Agreement. Black Hawk is not claiming the right to more than 100 a.f. storage space in Georgetown Lake under the Georgetown/Vidler Agreement.

6. In consideration of paragraph 5, above, Black Hawk will be solely responsible for payment to Golden of the Water Delivery Costs under paragraph 5 of the Black Hawk/Golden Agreement, including any such Water Delivery Costs attributable to the 25 a.f. of water supplied by Golden to meet the Georgetown Entitlement under the Georgetown/Vidler Agreement.

7. Georgetown and Black Hawk agree to meet to discuss and pursue the potential purchase of the Lake George hydro-electric plant located on Georgetown Lake, including the associated F.E.R.C. Permit No. 8118-CO, and any associated water rights.





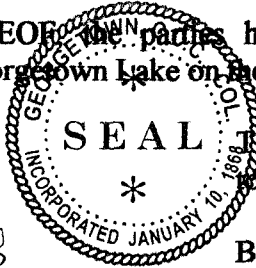
8. IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding Concerning Georgetown Lake on the day and year first above written.

Attest:

Miriam Williams

Town Clerk

Attest:



TOWN OF GEORGETOWN, a Colorado town

By:

CITY OF BLACK HAWK, a Colorado municipal corporation

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Jamie M. Nagro
City Clerk

Attest:

By:

CITY OF GOLDEN, a Colorado municipal corporation

Susan M. Brooks
City Clerk

STATE OF COLORADO)

COUNTY OF CLEAR CREEK)

)
) ss.
)



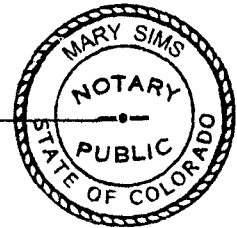
By:

The foregoing instrument was acknowledged before me this 25th day of July, 2007 by Thomas A. Bennhoff as Police Judge and _____ as _____ of the Town of Georgetown, a Colorado town on behalf of such town.

Witness my hand and official seal.

My commission expires: _____ My Commission expires 9-25-07

Mary Sims
Notary Public



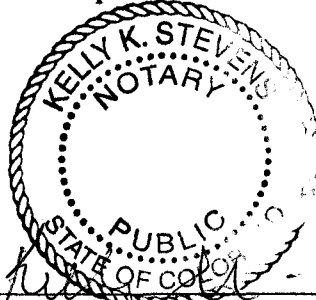


STATE OF COLORADO)
) ss.
COUNTY OF GILPIN)

The foregoing instrument was acknowledged before me this 15 day of August 2007 by Philo Shelton as Public Works Director of the City of Black Hawk, a Colorado municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: 3/22/2010



[Signature]
Notary Public
My Commission Expires 03/22/2010

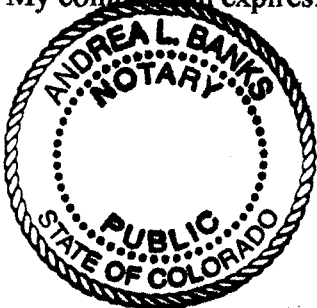
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STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 10th day of August 2007 by Susan M. Brooks as city clerk of the City of Golden, a Colorado municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: _____



My Commission Expires 03/20/2011

Andrea L. Banks

Notary Public

