

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made effective as of the 1st day of January, 2020, by and between The South Metro WISE Authority, a political subdivision of the State of Colorado ("SMWA") and _____ ("Member").

RECITALS:

A. SMWA is party to that certain Amended and Restated WISE - Water Delivery Agreement effective December 31, 2013 (the "WDA").

B. SMWA and Douglas County, Colorado ("County") are parties to that certain WISE Water Reservation Agreement, dated January 28, 2015, ("County Option") whereby the County reserved the right to certain WISE water deliveries as further described in the County Option, which deliveries and rights can be assigned pursuant to Section 4 of the County Option.

C. Pursuant to the County Option, the County has provided notice dated June 28, 2019, attached hereto as **Exhibit A** and incorporated herein ("Assignment") assigning its rights to the water deliveries under the County Option to SMWA for purposes of transferring such rights to the SMWA members.

D. SMWA desires to assign and Member desires to assume the rights and obligations regarding the water deliveries set forth in the County Option and as described in the Assignment as further set forth herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants and agreements set forth herein, the SMWA and Member hereby agree as follows:

1. Assignment. The SMWA hereby assigns and transfers to Member as of the effective date of this agreement, all rights and interests as assigned to SMWA pursuant to the Assignment to Member in the respective amount set forth in the Assignment. Particularly, Member is assigned _____ acre-feet of the amount assigned to SMWA per the Assignment subject to the terms and conditions of the County Option, the WDA, and amendment of the South Metro WISE Authority Formation and Organizational IGA ("WISE IGA") to reflect the change in the Members' Pro-Rata Share (as defined in the WISE IGA) in the amount set forth herein.

2. Assumption. Member hereby assumes and agrees to perform the rights and obligations of SMWA as assigned to SMWA pursuant to the Assignment and comply with all conditions, restrictions and requirements of the WDA, the WISE IGA and the County Option as

set forth therein, including but not limited to payments of the amounts associated with Member's share of the Assignment as set forth in the County Option and the WISE IGA and compliance with the terms and conditions of the WDA.

3. Deliveries. Deliveries of the Member's share of the Assignment water shall be pursuant to existing agreements between SMWA and Member and the WISE IGA; nothing herein shall be deemed as a modification or amendment to such agreements.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

5. Recitals. The recitals set forth above are hereby incorporated into this Assignment as if more particular set forth herein.

6. Due Authorization. Each of the SMWA and Member represents to one another that (a) its is a duly organized and existing legal entity, in good standing in its respective jurisdiction of organization; (b) it has full right and authority to execute, deliver, and perform this Agreement; and (c) the person executing this Agreement on its behalf is authorized to do so.

7. Miscellaneous. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which, when taken together, shall constitute on instrument notwithstanding that all parties have not executed the same counterpart. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement effective as of the day and year first written above.

SOUTH METRO WISE AUTHORITY

President

ATTEST:

Secretary

APPROVED AS TO FORM:

SMWA – General Counsel

Signature Page – Assignment and Assumption Agreement re County Option

MEMBER

By: _____

Its: _____

EXHIBIT A
Assignment



Office of the County Manager

www.douglas.co.us

June 28, 2019

Mr. Jim Lochhead, CEO/Manager
Denver Water
1600 W. 12th Avenue
Denver, CO 80204-3412

RE: Assignment of Douglas County's Reserved WISE Supplies

Dear Mr. Lochhead:

We recently received the attached request from the South Metro WISE Authority (SMWA) regarding interest to take down the entire County reservation of Water Infrastructure and System Efficiency (WISE) water to distribute to certain SMWA members.

The allocations would be as follows:

- Meridian Metropolitan District – 475 acre-feet
- Parker Water – 800 acre-feet
- Stonegate Metropolitan District – 500 acre-feet
- Town of Castle Rock – 1,000 acre-feet

This request accounts for the entirety of the 2,775 acre-feet of reserved water. The Board of County Commissioners (Board) is supportive of the proposal and looks forward to working with the providers to increase access to renewable water supplies in the region. The SMWA members also acknowledge the need to address demands from existing Douglas County residents not connected to a major water provider and continue to be committed to serving these residents when feasible.

This letter serves as notice that Douglas County is assigning all the reservation water to the SMWA. SMWA works in coordination to promote conservation practices and manage the WISE water deliveries. This assignment will streamline the process by which this water will be distributed to each requestor.

Douglas County appreciates the forethought of this innovative partnership securing the opportunity for our partners to fully utilize the WISE supplies. Feel free to contact myself or staff with any specific questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. DeBord", with a stylized flourish extending upwards and to the right.

Douglas J. DeBord
County Manager

Attachment: SMWA request letter

cc: Lisa Darling, Executive Director, South Metro Water Supply Authority
Marshall Brown, Director of Water, City of Aurora
Kati Rider, AICP, Planning Manager, Douglas County